

Automotion[®] Warranty and Breakdown Assistance



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General Information

Welcome to your Automotion® Warranty and Breakdown Assistance Scheme in respect of the Vehicle You have purchased. This scheme is made up of three sections but please note that section 2 may only be purchased in conjunction with and in addition to section 1.

Section 1

Automotion® Mechanical or Electrical Breakdown Warranty

Section 2

Roadside Breakdown Assistance Scheme

(Roadside Breakdown Assistance Scheme cannot be purchased as a standalone product.)

Section 3

MOT Test Warranty

The following pages detail the full terms, conditions and exclusions of your MOT Test Warranty.

A Your warranty certificate

Your warranty certificate is enclosed with this booklet.

The warranty certificate and this booklet together form your Warranty. Please read this carefully and if the details are incorrect or You have any questions relating to the information stated please discuss these with your Automotion® dealer or, alternatively, the Automotion® Administrator on **0800 0778 489** at the earliest opportunity.

Your warranty certificate will clearly show which of the service options are applicable to your Vehicle under this Warranty.

Your Warranty is valid for the Warranty Period as shown in your warranty certificate.

B Reimbursement request or breakdown contact numbers

If You wish to make a reimbursement request in relation to this Warranty, please contact your Automotion® dealer or, alternatively, the Automotion® Administrator on:

0800 0778 489

If You have purchased optional Section 2 - Roadside Breakdown Assistance Scheme and You wish to report a breakdown, please call: Roadside Breakdown Assistance Scheme on:

0800 587 1887

When calling for Roadside Breakdown Assistance Scheme, please have the following to hand:

- a. Your name and address
- b. Registration number and colour of the Vehicle;
- c. Make and model of the Vehicle;
- d. Description of the fault
- e. Vehicle mileage, if known
- f. Telephone number where You can be contacted; and
- g. The location of the breakdown.

C Eligibility criteria

This Warranty is suitable for You if You meet the following eligibility criteria.

Section 1

Automotion® Mechanical or Electrical Breakdown Warranty eligibility criteria

Automotion® Mechanical or Electrical Breakdown Warranty is suitable for You if your Vehicle:

- a. weighs less than 4.6 tonnes Gross Vehicle Weight; and
- b. is any eligible model of used Vehicle allowed by the Automotion® system, and
- c. has less than 100,000 miles on the odometer in the case of Silver or Gold cover or has less than 150,000 miles on the odometer in the case of Bronze cover; and
- d. is under 10 years old at the time of purchase in the case of Silver or Gold cover or is under 15 years old at the time of purchase in the case of Bronze cover.

There is no limit as to the mileage covered by the Vehicle during the Warranty Period.

Other factors may affect the eligibility of your Vehicle. Please refer to the 'What is not included' paragraphs of your Warranty to determine other factors affecting the eligibility of your Vehicle.

Section 2

Roadside Breakdown Assistance Scheme eligibility criteria

The Roadside Breakdown Assistance Scheme is suitable for You if your Vehicle is an eligible model under Section 1 above but in addition the Vehicle's maximum weight, length and width must not exceed the following limits:

- Length – 7.0 metres (23ft)
- Width – 2.3 metres (7ft 6ins)
- Seating capacity – 8 people maximum (including the driver).

Section 3

MOT Test Warranty eligibility criteria

MOT Test Warranty is suitable for You if You meet the following eligibility criteria.

Your Vehicle must:

- a. have more than ninety (90) days remaining to the expiry date of the current MOT Test or be within 90 days of the vehicles first MOT requirement and;
- b. be no more than 10 years old from the date of first registration and has no more than 100,000 miles on the odometer from the date of first registration.

Please refer to the 'What is not included' paragraphs of your warranty documentation to determine other factors affecting the eligibility of your Vehicle.

D Your cancellation rights

You have the right to cancel the Warranty within fourteen (14) days, starting from the date You enter into the contract, or, if different, the date You receive the warranty documentation, whichever is later. You can only cancel the complete Warranty i.e. You cannot cancel just one of the sections.

On receipt of Your notice of cancellation and providing You have paid the Fee, You will be entitled to the following refund:

- i. a full refund of the Fee in the event that You have not received payment under the Warranty;
- ii. a refund of the difference where the Fee is in excess of any payment(s) that has been paid under the Warranty; or
- iii. no refund where the payment(s) made under the Warranty exceeds the Fee.

In the event that You wish to cancel the Warranty at any other time, You will not be entitled to a return of any part of the Fee.

To cancel the Warranty, please contact us or, alternatively, write to the Automotion® Administrator at the following address:

Automotion® Administrator
PO Box 11176
Chelmsford
CM1 9TS

Tel: **0800 0778 489**

If You are not satisfied with the outcome of your request to cancel your Warranty, please contact us directly or, alternatively, contact the Automotion® Administrator at the address shown above.

E Our cancellation rights

We may cancel this Warranty by giving fourteen (14) days notice by recorded delivery to Your last known address, with reasons for the cancellation. In this case You will be entitled to a pro-rata return of the Fee paid which means a refund equivalent to the proportion of the unexpired portion of the Warranty Period.

F How to complain

We strive to provide an excellent service to all our customers but occasionally things can go wrong. We take all complaints seriously and endeavour to resolve all customers' problems promptly. To ensure our service meets customers' expectations all complaints received are recorded and analysed to facilitate continuous improvement to our service.

What you should do?

The steps You should take if You are not satisfied:

1. If You have a question or complaint about this Warranty or our conduct please contact us in the first instance.
2. If the complaint has not been resolved to your satisfaction by us, You may wish to contact the Automotion® Administrator at the following address:

Automotion® Administrator
PO Box 11176
Chelmsford
CM1 9TS

Tel: **0800 0778 489**

Please quote your Warranty number or reimbursement request number as appropriate in any correspondence.

Definitions

The following words or terminology have the same meaning wherever they appear in this document:

Administrator	Automotion® Administration PO Box 11176 Chelmsford CM1 9TS Tel: 0800 0778 489
Authorised driver	Authorised driver means any person driving a Vehicle with the lawful authority to do so, including but not limited to the Vehicle owner.
Authorised repairer	Authorised repairer means any repairer located in the Geographical area who has been authorised by us to undertake any repair.
Breakdown incident	Breakdown incident means a mechanical or electrical breakdown where the Vehicle is immobilised due to a breakdown or emergency repair (but not including accidents) in a location where vehicle access is practicable, lawful and permitted.
Covered components (Gold)	For Gold cover only, covered components means all mechanical and electrical components of the Vehicle including those listed on page 12 under the description 'Covered components - Gold Cover only' and Multimedia Components.
Covered components (Silver)	For Silver cover only, covered components are as shown on page 12, 13 and 14 under the description 'Covered components - Silver Cover only'.
Covered components (Bronze)	For Bronze cover only, covered components are as shown on page 14 under the description 'Covered components - Bronze Cover only'.
Fee	Fee means the amount payable for this Warranty including VAT as applicable.
Geographical area	Geographical area means Norway, Liechtenstein and any country that is a member of the European Union.
Manufacturer's vehicle warranty	Manufacturer's vehicle warranty means the original warranty provided by the Vehicle manufacturer covering the mechanical components of the vehicle (excluding additional warranties they may provide such as tyre, battery, corrosion and perforation-warranties).
Mechanical or electrical failure	Mechanical or electrical failure means the failure of a covered component causing sudden stoppage of its function and requiring immediate repair or replacement before normal operation can be resumed. Such failure shall also include, under Gold cover, when the Vehicle's odometer reading is less than 70,000 miles from the date of first registration of the vehicle, covered components that are replaced due to Wear and tear that could ultimately lead to their failure.

Membership fee	With respect to Section 2, membership fee means the amount payable for membership of The Roadside Breakdown Assistance Scheme.
Multimedia components	Multimedia components means only standard factory fitted equipment including amplifier; LCD screens; media control panel; auxiliary power input socket; 12 volt power supply; CD/DVD player (excluding headphones and remote control); multi-changer; satellite navigation system (excluding discs).
Period of membership	With respect to Section 2, Period of membership means the period for which You are a member of the Roadside Breakdown Assistance Scheme between the start and end dates listed in the customer details attached to The Roadside Breakdown Assistance Scheme.
Roadside Breakdown Assistance Scheme	This scheme pursuant to which roadside breakdown assistance may be provided.
Service provider/ garage	Service provider/garage means any garage or other entity appointed by the Automotion® Administrator acting on behalf of the authorised dealer from time to time to act as its service provider.
United Kingdom (UK)	United Kingdom means England, Scotland, Wales, Northern Ireland, Isle of Man, Jersey and Guernsey.
VAT	Value added Tax.
Vehicle	Vehicle means the vehicle described in the warranty certificate that has been purchased by you from us.
Warranty	Warranty means the warranty for mechanical or electrical failure purchased from us under section 1 as detailed in your warranty certificate..
Warranty Period	Warranty period means the period between the Start date and End date as stated in the warranty certificate.
We, us, our	The authorised dealer of Automotion® as stated in the warranty certificate.
Wear and tear	Means the gradual reduction or deterioration in operating performance and/or function of any covered component due to the age and/or mileage/or usage of the vehicle within the limitations specified under Electrical and Mechanical failure.
You, your, vehicle owner	You, your, vehicle owner means the owner and registered keeper of the vehicle being the person or entity as named in the warranty certificate who is domiciled in the United Kingdom.

Section 1 - Automotion® Mechanical or Electrical Breakdown Warranty

1.1 Introduction

The Automotion® Mechanical or Electrical Breakdown Warranty includes:

- Mechanical or electrical failure in respect of the Covered components of the Vehicle except those excluded under 'What is not included'
- Vehicle hire
- Overnight accommodation or rail fare

All as set out under 'What is included' and 'Additional Benefits' in this section of the Warranty.

Multimedia cover is included with Gold warranties only, and not included or available for Silver or Bronze warranties.

1.2 Eligibility criteria

Automotion® Mechanical or Electrical Breakdown Warranty is suitable for You if your Vehicle:

- a. weighs less than 4.6 tonnes Gross Vehicle Weight
- b. is any eligible model of used vehicle as allowed by the Automotion® system,
- c. is less than 10 years old at the time of purchase and has less than 100,000 miles on the odometer in the case of Gold and Silver cover; or
- d. is less than 15 years old at the time of purchase and has less than 150,000 miles on the odometer in the case of Bronze cover.

But there is no limit as to the mileage covered by the Vehicle during the Warranty Period.

Please refer to the 'What is not included' paragraphs of your Warranty to determine other factors affecting the eligibility of your Vehicle.

1.3 What is included

In the event your Vehicle suffers a Mechanical or electrical failure of a Covered component then we will pay for the parts and labour costs to repair or replace the Covered component provided that:

- 1.3.1 you have paid the Fee when You purchased the Vehicle and
- 1.3.2 the Mechanical or electrical failure occurred during the Warranty Period and
- 1.3.3 the Mechanical or electrical failure occurred within the United Kingdom.
- 1.3.4 our maximum liability for Gold cover or Silver cover in respect of any single request for reimbursement made during the Warranty Period, shall not exceed one of the following as specified in the warranty certificate:
 - a) £1,000 including VAT;
 - b) £2,000 including VAT; or
 - c) the purchase price of your Vehicle as shown on the warranty certificate with the exception of Multimedia cover which shall not exceed £3,000 or the claims limits, whichever is lower, for any single request for reimbursement; and

- 1.3.5 our maximum liability in respect of the total of all requests for reimbursement made during the Warranty Period shall not exceed the purchase price of your Vehicle as specified in the warranty certificate.
- 1.3.6 our maximum liability for Bronze cover in respect of any single request for reimbursement made during the Warranty Period, shall not exceed one of the following as specified in the warranty certificate:
- a) £1,000 including VAT; or
 - b) £500 including VAT; and
- 1.3.3 our maximum liability in respect of the total of all requests for reimbursement during the Warranty Period shall not exceed the purchase price of your Vehicle as specified in the warranty certificate.
- c. we shall only be liable for such costs where the scheduled repair time of this repair exceeds 8 working hours. When assessing eligibility for these costs, repair time is based upon the manufacturer's authorised repair time schedule.
Repair times specifically exclude periods when a Vehicle is off the road and repairs are unable to commence, or be completed, due to workshop lead times or non availability of parts, with the exception of repairs involving the complete replacement of engine, gearbox or rear axle assemblies in the event that they have to be ordered from the manufacturer;
 - d. the hire costs form part of the overall request for reimbursements limits as previously stated in 1.3 under 'What is included';
 - e. the hired vehicle must be rented from a bona fide rental operator ;
 - f. fuel, insurance and other ancillary costs in respect of the hired vehicle are your responsibility; and
 - g. a receipted rental agreement for the car hire charges must be submitted to the Automotion® Administrator.

1.4 Additional benefits

In addition to the above services We will pay the following costs that arise as a result of a valid request for the reimbursement for Mechanical or electrical failure:

1.4.1 Replacement Vehicle hire

The cost of hiring a comparable replacement vehicle up to an amount of £60, inclusive of VAT, per day for a maximum of 7 days and subject to the following conditions:

- a. before agreeing to hire a Vehicle You must obtain the Automotion® Administrator's prior approval. If You fail to obtain agreement this Warranty will not pay the cost of hire;
- b. hire cannot commence until 24 hours after the acceptance of a valid request for reimbursement by the Automotion® Administrator;

1.4.2 Overnight accommodation or rail fare:

A contribution of up to £100, inclusive of VAT, towards overnight accommodation or rail fare, subject to the following conditions:

- a. We are only liable for accommodation costs where it cannot be reasonably expected for You to return to your home address at the time of the Mechanical or electrical failure;
- b. the overnight accommodation or rail fare costs form part of the overall request for reimbursement limits as stated in 1.3 under 'What is included';

- c. a receipted invoice for these costs must be submitted to the Automotion® Administrator; and
- d. this Warranty does not pay for the cost of meals, drinks or services

1.4.3 Overseas cover extension

Section 1 is extended to cover your Vehicle whilst temporarily outside the United Kingdom but within the Geographical area subject to the following:

- a. this extension of cover only applies for a total period of up to 60 days during the Warranty Period. Requests for reimbursement which occur outside this 60 day period are not valid;
- b. where the Mechanical or electrical failure occurs outside the United Kingdom but within the Geographical area, You are entitled to authorise and pay for the repair to the Authorised repairer in respect of the actual Mechanical or electrical failure and submit a request to the Automotion® Administrator for reimbursement upon your return to the United Kingdom; and
- c. for any costs incurred outside the United Kingdom but within the Geographical area, You will be reimbursed at standard United Kingdom costs for parts and labour in pounds sterling at the prevailing exchange rate on the date that You paid for the repair. It is essential that You retain original invoice(s) for any payments that You have made as no payment can be considered until the Automotion® Administrator has received the relevant invoice(s).

You are not entitled to authorise any expenses incurred in respect of section 1.4 above where You must comply with the procedures set out in section 1.10.

1.5 Covered components - Gold cover only

For Gold cover only, covered components means all mechanical and electrical components of the Vehicle including those listed under a) to e) below but excluding all other components (including but not limited to those components as listed under 'What is not included' under Section 1 and Section 2):

- a. Oil seals or gaskets where removal of the engine, gearbox or differential / final drive unit is essential in order to effect repairs;
- b. Oils, oil filter and anti-freeze only if it is essential to replace them as the result of a Mechanical or electrical failure of a Covered component;
- c. Damage to casings as a result of a Mechanical or electrical failure of a Covered component
- d. Multimedia Components and Bluetooth equipment up to a maximum of £3,000 or the Claims Limit, whichever is lower ; and
- e. Catalytic converters and coated lifetime diesel particle filters up to a maximum mileage of 70,000 miles from the date of first registration of the Vehicle for failure to meet exhaust emission requirements.

1.6 Covered components - Silver cover only

1.6.1 Engine

All internally lubricated mechanical parts contained within the cylinder block, cylinder head and timing covers; cylinder head gasket, dual mass flywheel and ring gear.

Timing belts are covered provided that the last change of belt has taken place as specified by the manufacturer's schedule (proof required).

1.6.2 Manual Gearbox

All internally lubricated mechanical parts contained within the gearbox casing.

1.6.3 Automatic Gearbox including Torque Converter

All internally lubricated mechanical parts contained within the gearbox casing.

1.6.4 Four Wheel Drive

All internally lubricated mechanical parts contained within the gearbox casing, transfer box and haldex units.

1.6.5 Continuously Variable Transmission

All internally lubricated mechanical parts contained within the gearbox casing.

1.6.6 Differential

All internally lubricated mechanical parts contained within the differential casing.

1.6.7 Clutch

Pressure plate, release bearing, clutch fork, master cylinder and slave cylinder.

1.6.8 Front wheel drive

Drive shafts, including constant velocity joints, drive shaft support bearing, universal joints and couplings, (excluding all gaiters and boots).

1.6.9 Wheel bearings

Front and rear-wheel bearings.

1.6.10 Propshaft

Universal joints and couplings.

1.6.11 Rear-wheel drive

Half shafts, rear-wheel external drive shafts, including constant velocity joints, universal joints and couplings, (excluding all gaiters and boots).

1.6.12 Fuel system (diesel and petrol)

Lift pump, mechanical or electrical fuel pumps and tank sender unit.

Throttle body, airflow meter, idle control valve, cold start valve, warm up regulator, overrun cut off valve, throttle potentiometer, fuel accumulator, pressure regulator, map sensor (except injectors and glow plugs).

1.6.13 Cooling system

Radiator, oil coolers, heater matrix, water pump, viscous fan coupling, thermostat and thermostat housing.

1.6.14 Air conditioning (factory fitted)

Air conditioning compressor unit.

1.6.15 Steering

Steering rack and pinion (not gaiters), steering box, power steering rack, hydraulic pump, electric motor, power steering reservoir and idler box.

1.6.16 Turbo charger (factory fitted)

Turbo charger unit, boost control unit.

1.6.17 Front and rear suspension

Coil springs, upper and lower suspension arms and ball joints.

1.6.18 Brakes

Brake master cylinder, wheel cylinders, load compensator valve and servo.

1.6.19 Anti locking brake system (ABS)

Hydraulic pump and wheel sensors.

1.6.20 Electrical system

Starter motor, alternator, ignition coil, window and sunroof motors, electric window switches, sunroof switch, centralised locking actuators, heater fan motor, indicator flasher relay, front and rear windscreen wiper and washer motors, radiator fan motor, horn and multi function stalk switch.

1.6.21 Engine management

Engine electronic control unit.

1.6.22 Working materials

Seals, gaskets and working materials, such as oils, oil filter and anti-freeze, are covered only if it is essential to replace them as the result of a Mechanical or electrical failure of a Covered component.

1.6.23 Casings

Damage to casings as a result of a Mechanical or electrical failure is covered under this Warranty.

1.7 Covered components - bronze cover only

1.7.1 Engine

All internally lubricated mechanical parts contained within the cylinder block, cylinder head and timing covers; cylinder head gasket, dual mass flywheel and ring gear.

Timing belts are covered provided that the last change of belt has taken place as specified by the manufacturer's schedule (proof required).

1.7.2 Manual Gearbox

All internally lubricated mechanical parts contained within the gearbox casing.

1.7.3 Automatic Gearbox

All internally lubricated mechanical parts contained within the gearbox casing.

1.7.4 Differential

All internally lubricated mechanical parts contained within the differential casing.

1.7.5 Clutch

Pressure plate, release bearing, master cylinder and slave cylinder.

1.7.6 Wheel bearings

Front and rear-wheel bearings.

1.7.7 Propshaft

Universal joints and couplings.

1.7.8 Fuel system (diesel and petrol)
Fuel pump.

1.7.9 Engine cooling system

Water pump, thermostat.

1.7.10 Steering

Steering rack and pinion (not gaiters), steering box and idler box.

1.7.11 Front and rear suspension

Coil springs.

1.7.12 Brakes

Brake master cylinder, servo unit.

1.7.13 Electrical system

Starter motor, alternator, indicator flasher relay, front and rear windscreen wiper motors.

1.7.14 Working materials

Seals, gaskets and working materials, such as oils, oil filter and anti-freeze, are covered only if it is essential to replace them as the result of a covered Mechanical or electrical failure of a Covered component.

1.7.15 Casings

Damage to casings as a result of a Mechanical or electrical failure is covered under this Warranty.

1.8 What is not included

This section excludes and We shall not be liable for the following:

1.8.1 Multimedia components

- a. where Silver or Bronze cover has been purchased or any reimbursement amount over £3,000 or Claims Limit, whichever is less;

- b. that are working within manufacturer tolerances including, but not limited to, dead pixels within the LCD screen.
- c. where the failure is not a direct consequence of the expected gradual reduction or deterioration in operating performance and/or function of any part due to the age and/or usage of the multimedia component.

1.8.2 Overheating

Any damage due to overheating, lack of lubrication or carbon build up.

1.8.3 Engine

Carbon build up, burnt or pitted valves, cracked cylinder heads/blocks surface skimming, and seals and gaskets.

Timing belts where no proof can be provided that the last change of the belt has taken place as specified by the manufacturer's schedule.

Chain tensioners will only be covered under Gold cover. Cover will not be provided for chain tensioners under silver cover or bronze cover.

1.8.4 Any part not listed under Covered components, for example but not limited to the following:

- a. Aerials; deployed airbags; batteries; body; door seals; electrical wiring and wiring looms
- b. nuts/bolts/studs/clips and springs (other than suspension springs): glass; fixings and fastenings
- c. heated screens are specifically excluded under Silver cover and Bronze cover only.
- d. interior/exterior trim; paint work; bodywork
- e. Sub-frames and cross-members; upholstery; lamp units and lamp clusters; screen/window/door seals; wheels;

bonnet, boot and fuel flap release and hinges

- f. Any parts damaged as a result of water ingress or corrosion.

1.8.5 Routine maintenance or periodic repair

Normal service items and other components, subject to routine maintenance or periodic repair or replacement such as but not limited to:

- a. batteries; core plugs; diesel glow plugs; spark plugs; electrical connection blocks; terminals and fuses; distributor cap and rotor arm; HT leads; light bulbs including xenon units and self-levelling units all hoses, pipes and unions; auxiliary belts unless necessary as a direct result of a Covered component failure; hoses and hose clips; oil filters and gaskets; fuels and power steering pipes and hoses; sump plugs
- b. air cleaners; fuel filters; pollen/odour filters
- c. drive shaft and steering rack gaiters; engine, suspension, gearbox, axle and drive-line mountings
- d. brake friction material; brake pipes and hoses; clutch facings handbrake cables
- e. sunroof cables; tyres and wiper blades; and
- f. exhaust system and manifolds including additive Diesel Particle Filters but under Gold cover this exclusion does not relate to the catalytic converter or coated lifetime diesel particle filters when the odometer reading on the Vehicle is less than 70,000 miles from the date of first registration of the Vehicle. There is no cover for catalytic converters under Silver cover or Bronze cover.

1.8.6 Working materials

Seals, gaskets and working materials, such as oils, oil filter and anti-freeze, unless it is essential to replace them because of an insured failure of a Covered component.

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1.8.7 Casings

Casings unless damaged as the result of an insured failure of a Covered component.

1.8.8 Recall

Any recall, campaign or other costs arising from a recall of the Vehicle instigated by the manufacturer.

1.8.9 Cover under any other warranty

Any Mechanical or electrical failure covered by any other insurance, Warranty or entitlement, including any Manufacturer's vehicle warranty.

1.8.10 Failure to comply with service requirements

Any Mechanical or electrical failure attributable to the failure to comply with the vehicle service requirements.

1.8.11 Lack of lubricants or coolant

Any repairs required as a result of continued operation of the Vehicle once a defect or fault, including loss or lack of lubricants or coolant has occurred.

1.8.12 Road traffic damage

Damage attributable to impact or road traffic accident or any other extraneous cause.

1.8.13 Indirect loss or penalties

Liability under this Warranty for the following:

- a. any penalties for delay, detention or in connection with guarantees of performance or efficiency
- b. any damage or liability incurred as a result of a Mechanical or electrical failure
- c. any losses that are not directly associated with the Mechanical or electrical failure that caused You to request reimbursement and expressly stated as covered under 'What is included'.

1.8.14 Unauthorised repairs

Any reimbursement request where the Automotion® Administrator has not

- a. been contacted prior to the commencement of repairs; or
- b. issued a work authorisation number.

1.8.15 Excluded components

Any reimbursement request in respect of:

- a. the failure of a Covered component caused by the failure of a component that is not covered by this Warranty; or
- b. the failure of a component that is not covered by this Warranty as the result of the failure of a Covered component.

1.8.16 Abuse and/or misuse of the Vehicle

Any reimbursement request where the Mechanical or electrical failure has been caused by abuse and/or misuse of the Vehicle.

1.8.17 Failure to follow operating guidelines

Any reimbursement request attributable to failure to follow the vehicle manufacturer's operating guidelines as set out in their handbook, or Mechanical or electrical failure attributable to exceeding the manufacturer's operating limitations.

1.8.18 Failure to use an Authorised repairer

Any reimbursement request arising from the Mechanical or electrical failure of a Covered component which has, prior to the Mechanical or electrical failure, been repaired by any person other than an Authorised repairer.

1.8.19 Wrong fuel

Any reimbursement request arising from the use of contaminated or inappropriate fuel for the Vehicle.

1.8.20 Covered component maintenance

Any maintenance or adjustments required to any Covered component including manufacturer software upgrades.

1.8.21 Frost or freezing

Any reimbursement request caused by frost or freezing, including damage where a lack of, or failure of, anti freeze has been a contributory factor to the reimbursement request.

1.8.22 Inadequate repairs

Any reimbursement request that arises as a result of an inadequate repair to the Vehicle.

1.8.23 Ineligible Vehicle conditions

Where the Vehicle:

- a. has been modified from the manufacturer's original specifications
- b. is used for hire or reward, such as taxis or driving schools, competitions, racing, pace making, off-road use unless specifically designed for the purpose, or any vehicle of more than 4.6 tonne GVW
- c. is used for public services (such as, but not limited to police, fire brigade, ambulance, rescue, military purposes)
- d. is being used for a purpose for which it was not designed
- e. has not been serviced in accordance with the service requirements detailed under the 'Vehicle Service Requirements';
- f. speedometer or odometer reading cannot be determined as accurate by virtue of it being inoperative or having been interfered with, altered, disconnected, inoperative or removed from the Vehicle

- g. is not roadworthy or is unregistered for road use.

1.8.24 Ineligible vehicles

Any Vehicle not manufactured or imported in to the United Kingdom by the vehicles manufacturer or not registered/available on the Automation® Administrator's database.

1.8.25 Pre-existing faults

Any loss, damage or failure, which is said by a qualified engineer appointed by the Automation® Administrator to have existed before the start of this Warranty.

1.8.26 Wear and Tear

Failure as a result of Wear and tear of any Covered component, except under Gold cover, when the Vehicle's odometer reading is less than 70,000 miles from the date of first registration of the vehicle..

1.8.27 War damage

Any reimbursement request caused directly or indirectly by war, riot, revolution or any similar event.

1.8.28 Nuclear fuel or nuclear waste damage

Any reimbursement request caused directly or indirectly by the effects of nuclear fuel or nuclear waste, either through direct contact or through exposure to levels of radiation which exceed those permitted in current legislation.

1.8.29 Failure to process any date change

Any reimbursement request for any alteration, repair or replacement caused by the failure of electrical equipment, computer hardware or accessories and associated equipment to process any date change.

1.9 Vehicle Service Requirements

It is a condition of this section of the Warranty that You have the Vehicle properly, regularly and punctually serviced in accordance with the manufacturer's recommendations by us or any other reputable VAT registered dealer. This servicing must be carried out within 1,000 miles or 30 days, whichever occurs first, of the intervals specified by the manufacturer of the Vehicle.

When You present the Vehicle for a service, please pass this warranty booklet to the service personnel. Once the service is complete, please ensure that the 'Vehicle Service Records' in the rear of this booklet have been completed and stamped. An itemised VAT service invoice will be needed in the event of a reimbursement request.

In the event that You do not comply with these servicing requirements, You may invalidate the terms and conditions of this Warranty.

1.10 How to make a request for reimbursement in respect of Mechanical or Electrical Failure

In the event that You wish to make a reimbursement request, please contact Us or, alternatively, the Automotion® Administrator on:

0800 0778 489

1.10.1 General

There will be some instances where repairs cannot be authorised until the Vehicle has been dismantled. In these cases, the Authorised repairer will need your authority to dismantle the Vehicle for proper diagnosis prior to commencing any repairs.

Provided that the failure is covered by this Warranty, repairs will be authorised. In instances where the failure is not covered by

your Warranty, You will be responsible for all costs associated with dismantling the Vehicle.

The maximum labour charges We will pay for any reimbursement request will be in accordance with the manufacturer's schedule repair times and the manufacturer's list prices for parts on the date of repair. Please note that diagnostic time is not covered. It is essential that You retain original invoices for the cost of repairs as payments cannot be made until the relevant invoice(s) have been received and approved by the Automotion® Administrator.

On receipt of the invoice(s) and other supporting documentation in respect of your reimbursement request, it will be settled subject to your compliance with the terms and conditions of this Warranty. In the event that any of the repair costs are not covered by this Section 1 of the Warranty, it is your responsibility to settle the balance to the Authorised repairer.

In the event that You make a reimbursement request under this Section 1 and We believe these costs could be recovered from another party, We reserve the right to take action to recover any payment made by us. Under such circumstances, We may need to take such action in your name and, therefore, You must co-operate with us and give us any information We may require. We will pay for any legal expenses.

1.10.2 Reimbursement request Procedure

In the event that You need to make a reimbursement request under this Section 1 You need to comply with the following procedure:

- i. Repairs in the United Kingdom

- a. In the event of a Mechanical or electrical failure in the United Kingdom, You should bring the Vehicle to us or an Authorised repairer. Please be prepared to hand to the repairing dealer
 - a) this warranty document and
 - b) proof of servicing;

If you opt to use a repairer other than an Authorised repairer you will need to obtain approval from the Automotion® Administrator prior to any work being carried out.

- b. The repairing dealer will establish the cause of the failure and contact the Automotion® Administrator to establish if a Mechanical or electrical failure has occurred and whether failure type and the parts directly causing the failure fall within the definition of a Covered component.

We shall only be liable in respect of any repairs where the Automotion® Administrator has issued an authorisation number to the authorised repairer prior to the commencement of the repair;

- c. We reserve the right to examine the Vehicle, and subject any damage to an independent expert assessment before commencement of any repairs. It shall be clearly understood and agreed that in the event of any dispute arising as to the extent of Our liability, the decision of the independent assessor shall be final and binding on both us and You;
- d. Following completion of repairs, the repair invoices and any supporting documents, which may include the warranty document, will be forwarded by the Authorised repairer to the Automotion® Administrator to obtain reimbursement. However, any additional costs not covered by, or in excess of, the terms of this Warranty, or VAT, where You are registered for VAT, must be settled direct with the

Authorised repairer at the time of repair. Where the Authorised repairer forwards documentation on your behalf to the Automotion® Administrator, they will be deemed to have authority to receive payment direct from us for the cost of repairs. Where You wish to request for reimbursement on your own behalf, You must produce evidence to the Automotion® Administrator that the Authorised repairer has been paid for their work.

Note: Reimbursement requests must be received by the Automotion® Administrator within 30 days of the date of completion of the repairs. Reimbursement request received beyond this date by the Automotion® Administrator will be subject to review in terms of the reason for delay, and it will be at our discretion as to whether such reimbursement request are accepted; and

- e. Where necessary, the warranty documents will be posted back to You following review by the Automotion® Administrator. Once returned, You should check the documents are intact.
- ii. Repairs in the Geographical area other than in the United Kingdom

In the event that it is necessary for your Vehicle to be repaired anywhere in the Geographical area other than the United Kingdom, You will not require prior authorisation from the Automotion® Administrator, other than in respect of paragraphs 1.4.1 and 1.4.2 of the 'Additional Benefits' under 'What is included' in Section 1 - Automotion® Mechanical or Electrical Breakdown Warranty.

On your return to the United Kingdom, please immediately contact the Automotion® Administrator for instructions on how to proceed. In the event your reimbursement request is valid, You will be reimbursed in pounds sterling at the prevailing exchange rate on the date that the repair was completed.

Section 2

Roadside Breakdown Assistance Scheme

2.1 Introduction

Payment of the Membership fee will entitle You to receive the services set out in this section, excluding those where it is stated that an extra charge is payable. Where an extra charge is payable We will inform You of the cost at the point You call for the Roadside Breakdown Assistance Scheme. Our charges will be as published on www.automotionwarranty.net from time to time. We can, in our absolute discretion, waive all charges for the Roadside Breakdown Assistance Scheme and will inform You of this at the point You call for the Roadside Breakdown Assistance Scheme.

Please note that the Roadside Breakdown Assistance Scheme may only be purchased in addition to Section 1 - Automotion® Mechanical or Electrical Breakdown Warranty i.e. Section 2 cannot be purchased as a standalone product.

The Roadside Breakdown Assistance Scheme provides assistance for the Vehicle regardless of who is driving, provided the Vehicle is within the eligibility criteria specified below.

In event of a reimbursement request or breakdown please call the Roadside Breakdown Assistance Scheme on:

0800 587 1887

2.2 Eligibility criteria

Section 2 - The Roadside Breakdown Assistance Scheme is suitable for You if You meet the following eligibility criteria:

2.2.1 You are the registered owner of the Vehicle and

2.2.2 your Vehicle complies with the relevant restrictions set out below:

Maximum Vehicle Weight (applies to all services)	4.6 tonnes
Maximum Vehicle Length	7m (23ft)
Maximum Vehicle Width	2.3m (7ft 6in)
Maximum legal seating capacity	8 passengers

The Roadside Breakdown Assistance Scheme Services, as detailed in this Section 2, are only available in relation to the Vehicle when travelling in the United Kingdom and where the relevant Breakdown incident occurs in the United Kingdom.

Please refer to the 'What is not included' paragraphs of your Warranty to determine other factors affecting the eligibility of your Vehicle.

2.3 What is included - Roadside Breakdown Assistance Scheme

Roadside Breakdown Assistance Scheme is available if the vehicle is immobilised on the highway more than a quarter of a mile from the Authorised driver's home address following a Breakdown incident to the Vehicle. We will seek to effect a roadside repair if, in the reasonable opinion of the patrol or appointed service provider, this can be achieved within a reasonable time.

In the event that a patrol or appointed service provider cannot fix the Vehicle within a reasonable time, it may be taken to the nearest Authorised repairer or, alternatively, the Authorised driver's choice, although a

charge will be payable for taking the Vehicle and passengers to an alternative destination.

If We do not provide either of the above, We will attempt to provide information as to the location of the nearest Authorised repairer.

It is the Authorised driver's responsibility to instruct the repairer to make any repairs required. Any contract for repair will be between the Authorised driver and the repairer, and it is the Authorised driver's responsibility to pay the repairer unless the repair relates to a Mechanical or electrical failure which is covered under the terms of Section 1 - Automotion® Mechanical or Electrical Breakdown Warranty.

We are not obligated to take the Vehicle to the nearest Authorised repairer and do not guarantee that any recovery to an appropriate Authorised repairer will be within the opening hours of the repairer or that the repairer will be immediately available to undertake any required repair.

Once the Vehicle is moved or a temporary repair carried out in situ, the cost of any subsequent repairs will not be borne by Roadside Breakdown Assistance Scheme. Please check the vehicle warranty for details of repairs that may be covered under the Manufacturer's vehicle warranty or Section 1 - Automotion® Mechanical Or Electrical Breakdown Warranty.

Message handling

We may make a telephone call at your request following a breakdown and an additional charge will be payable for this.

2.4 What is included - Home Start

Home Start provides assistance when the Vehicle is immobilised following a Breakdown incident at or within a quarter of a mile (¼m) of the authorised driver's home address.

Where a prompt local repair is not possible, We may recover the vehicle to the nearest

Authorised repairer or, at an additional charge, another location of the Authorised driver's choice. It is then the Authorised driver's responsibility to instruct the repairer to make any repairs required. Any contract for repair will be between the Authorised driver and the repairer, and it is the Authorised driver's responsibility to pay the repairer. We do not guarantee that any recovery to an appropriate local repairer will be within the opening hours of the repairer or that the repairer will be immediately available to undertake any required repair.

2.5 What is not included - Roadside Breakdown Assistance Scheme

Roadside Breakdown Assistance Scheme excludes and does not cover:

- 2.5.1 any additional transport or other costs that the authorised driver might incur, whether as a result of the Vehicle being towed or otherwise;
- 2.5.2 assistance following a Breakdown incident attended by the police or other emergency service cannot be provided until the services concerned have authorised the removal of the Vehicle. Where the police or emergency services concerned insist on immediate recovery by a third party, the cost of this must be met by the Authorised driver;
- 2.5.3 routine maintenance and running repairs, (such as fixing faulty radios, interior light bulbs, heated rear windows);
- 2.5.4 the cost of spare parts, petrol, oil, keys, consumables or other materials and garage or other labour required to repair the Vehicle;

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- 2.5.5 any costs or charges connected with the drainage or other removal of fuel, lubricants or other fluids due to the introduction of an inappropriate fluid. It is the Authorised driver's responsibility to instruct the repairer as to the work required and any contract for repair will be between the Authorised driver and the repairer;
- 2.5.6 any additional charges resulting from failure to carry a legal and serviceable spare wheel(s) or tyre(s) in the Vehicle. We may endeavour to arrange assistance from a third party on behalf of the Authorised driver but will not pay for the cost of the call out or any repair, all other costs are the responsibility of the Authorised driver;
- 2.5.7 providing service to vehicles not displaying the relevant road fund licence
- 2.5.8 having the Vehicle stored or guarded in the absence of the Authorised driver;
- 2.5.9 providing service to the Vehicle when it is garaged on private property, unless You can arrange access to the Vehicle for us;
- 2.5.10 any personal transportation costs;
- 2.5.11 any ferry or toll charges levied in relation to the Vehicle that is being towed or recovered;
- 2.5.12 lost or stolen keys, or when keys have been locked in the Vehicle;
- 2.5.13 the recovery of vehicles bearing trade plates or vehicles which We have reason to believe have just been imported or purchased at auction;
- 2.5.14 the transportation of immobilised vehicles where We consider this to be part of a commercial activity;
- 2.5.15 where We are unable to verify that the appropriate entitlement for service is held by the Authorised driver;
- 2.5.16 assistance or the provision of any service where this is requested in regard to the Vehicle which requires service by reason of, or immediately following, participation in any racing, rallying, trials or time-trials, auto test or other motor sports event ('Motor Sports Event');
- 2.5.17 any repair which would not be covered under the Automotion® Mechanical or Electrical Breakdown Warranty.

However, for the avoidance of doubt, We do not consider the following activities to be motor sports events:

- a. "concours d'Elegance" events
- b. track test days for road-legal vehicles
- c. rallies held exclusively on open public highways where participants are required to comply with all operative speed limits.

and thus We will provide service to a participating Vehicle if We have confirmed this to You.

2.6 General conditions

In addition the following General Conditions contain a number of important limitations and restrictions to our breakdown services.

Failure to enforce or non-reliance upon any of the following terms and conditions by us on a particular occasion or occasions will not prevent us from subsequently relying on or enforcing them.

- 2.6.1 Service under this section is available for the Vehicle during the Period of membership as stated in the warranty certificate attaching to this Warranty, 365 days a year, when a Vehicle is immobilised as a result of a Breakdown incident in the UK.
- 2.6.2 The Roadside Breakdown Assistance Scheme is designed to provide emergency breakdown and recovery facilities; this availability does not remove the need for You to keep the Vehicle properly maintained and serviced.
- 2.6.3 We aim to provide emergency breakdown assistance. Our patrols will not carry out Vehicle servicing or vehicle reassembly, for example, that are required as a result of neglect and/or unsuccessful work on the Vehicle, other than on the part of Us or Our agents.
- 2.6.4 Our patrols are trained and equipped to carry out emergency roadside repairs and are not in a position, and should not be expected, to comment on the general safety or roadworthiness of the Vehicle after a Breakdown incident or emergency repair. In addition, completion of a repair, emergency repair cannot be taken to signify, or in any way guarantee, the general roadworthiness of the Vehicle concerned.
- However, We reserve the right to refuse service where, in our opinion, the Vehicle concerned was, immediately before the incident, dangerous, over laden or not roadworthy, or the giving of service would involve any breach of the law (including, but not restricted to, any breach of road traffic regulations or health and safety provisions), or there has been an unreasonable delay in reporting the breakdown.
- 2.6.5 Where the Authorised driver has been refused service as a result of the Vehicle being deemed dangerous, over laden or not roadworthy, We will endeavour to arrange assistance on behalf of the authorised driver who will be responsible to pay for this service.
- 2.6.6 We shall not be liable for service failures where We are faced with circumstances outside our reasonable control. Events which might constitute circumstances outside our reasonable control include, but are not limited to Acts of God; outbreak of hostilities; riot; civil disturbance; acts of terrorism; acts of government or authority (including the refusal or revocation of any license or consent); fire; subsidence; explosion; flood; snow; fog or other bad weather conditions; our vehicle equipment or systems failures; shortages of fuel or other necessary supplies; failure of telecommunications lines or systems; default of suppliers or sub-contractors; theft; malicious damage; strike; lock out or industrial action of any kind.
- 2.6.7 To avoid any possible doubt, We shall not, in any event, have any responsibility for any indirect, purely economic or consequential losses incurred as a result of or in connection with the Roadside Breakdown Assistance Scheme, whether resulting from negligence or otherwise.

- 2.6.8 We shall not, in any event, and to the extent permitted by law, have any responsibility for any increased costs or expenses, for any loss of profit, business, contracts, revenue or anticipated savings or for any special, indirect or consequential losses incurred as a result of or in connection with any service, whether resulting from tort (including negligence or breach of statutory duty), breach of scheme or otherwise. For the avoidance of doubt, nothing in this clause or these Terms and Conditions shall exclude or restrict our liability for negligence resulting in death or personal injury.
- 2.6.9 We reserve the right to vary the terms and conditions of service during the Warranty Period for the Roadside Breakdown Assistance Scheme on the giving of reasonable notice where We consider it necessary to do so in order for the services supplied to comply with any changes in the law or regulations applicable thereto.
- 2.6.10 We are entitled to refuse service in certain circumstances: for example, should the Vehicle be ineligible for the Roadside Breakdown Assistance Scheme. Attendance will also be declined in non-emergency situations where the Vehicle is still mobile and the journey can be continued both legally and in safety. In such circumstances, the 'Roadside Breakdown Assistance Scheme' Incident Manager, where appropriate, would recommend an alternative course of action.
- 2.6.11 Assistance will be provided for no more people than the legal seating capacity of the Vehicle up to a maximum of eight (8) people (including the driver) and provided that such people were travelling in the Vehicle at the time of the breakdown.
- 2.6.12 We reserve the right to refuse service where it is requested to deal with the same or similar fault or cause of breakdown to that attended to in regard to the Vehicle within the preceding twenty eight (28) days. It is your responsibility to make sure that emergency repairs carried out by us are, where appropriate, followed as soon as possible by a permanent repair. It is your responsibility, to follow any temporary repair carried out by us to the Vehicle with permanent repairs. Where We have cause to believe that You are over using assistance in relation to a fault or cause of breakdown which We have attended on previous occasions, We will make a decision as to whether future assistance will be provided until such time as a permanent repair is carried out.
- 2.6.13 Nothing in this provision shall affect any rights You may have in relation to any negligence or breach of contract or breach of any other legal duty on the part of us or our agents.
- 2.6.14 We are not under any obligation to transport or to arrange the transport of any animal. Where We or our service providers, at their discretion, agree to transport an animal, then any such transport will be at the Authorised driver's own risk. It is the Authorised driver's responsibility to secure any animal being transported

or to make alternative arrangements for its transportation.

- 2.6.15 We have the right, at any time, to refuse or cancel service to, or to refuse to arrange service for, any person otherwise entitled to request assistance for the Vehicle where We reasonably consider that they or anyone accompanying any such person:
- a. is behaving or has behaved in a threatening or abusive manner to our employees, patrols or agents, or to any third party contractor; or
 - b. has falsely represented that they are entitled to services which they are not entitled to; or
 - c. has assisted another person in accessing our services to which they are not entitled; or
 - d. owes us money with respect to any services, spare parts or other matters provided by us or by a third party on our instruction.
- 2.6.16 Where We consider that a locksmith, body-glass or tyre specialist is needed, We may endeavour to arrange their help on behalf of the Authorised driver. However, We will not pay for these services and the contract for repair will be between the Authorised driver and the repairer. Further, if use of a locksmith or other specialist would, in our opinion, mobilize the Vehicle, no further service will be available for the breakdown in question.

2.6.17 Where, in our view, specialist equipment (not normally carried by our patrols) is required to provide assistance when a Vehicle has left the highway, is in a ditch, is standing on soft ground, sand or shingle or is stuck in water or snow, or which has been immobilized by the removal of its wheels, We may arrange recovery but at the authorised driver's cost. Once the Vehicle has been recovered to a suitable location, normal service may be provided in keeping with the Roadside Breakdown Assistance Scheme.

2.6.18 The headings used in these terms and conditions are for convenience only and shall not affect the interpretation of its contents.

2.6.19 None of the clauses or benefits, or benefits of, or under, the Roadside Breakdown Assistance Scheme are enforceable by anyone other than the Authorised driver. For the avoidance of doubt, and without limitation to the generality of the foregoing, any rights under The Contract (Rights of Third Parties) Act 1999, or any replacement thereof, are hereby excluded.

2.6.20 The extension of membership will be at a fixed Fee to be determined by the Automotion® Administrator from time to time. The Fee (and the right to extend membership) will not be affected by the extent to which the individual member has previously sought, or been provided with, assistance.

2.6.21 Nothing in these Terms and Conditions shall affect your statutory rights as a consumer.

2.7 How to seek Roadside Breakdown Assistance Service

2.7.1 Where the Vehicle has a Breakdown incident and the Authorised driver needs help, the Authorised driver should always contact the Roadside Breakdown Assistance Scheme direct. Please call:

0800 587 1887

The Authorised repairers and garages approached independently, whether appointed by us or not, will expect payment that will have to be settled by the Authorised driver. We will not be under any obligation to reimburse the Authorised driver.

2.7.2 It is your responsibility to ensure that any temporary repairs carried out by us to mobilise the Vehicle are followed as soon as is possible by a permanent repair. Please refer to the terms of the Vehicle Warranty or Section 1 of this scheme with respect to the carrying out of repairs by Authorised repairers.

2.7.3 When eligibility for The Roadside Breakdown Assistance Scheme cannot be validated at the time of the Authorised driver's request for service, the Authorised driver may be asked to complete and sign a "Promise to Pay" form in relation to the repayment of the cost of any service provided which falls within the Warranty if eligibility for The Roadside Breakdown Assistance Scheme cannot subsequently be validated.

2.7.4 We reserve the right to refuse to provide or arrange assistance services if the Authorised driver is not present at the time of the incident and/or unable to be present at the time assistance arrives.

2.7.5 We will only accept responsibility for the actions of any service providers where the service provider is acting on our instructions and is providing assistance to the Authorised driver which has been authorised by us for the vehicle under the Roadside Breakdown Assistance Scheme.

2.7.6 A service provider appointed by us will charge us directly for any service it has provided on our behalf. However, if repairs cannot be carried out either by a patrol or our service provider, on the highway or at the Authorised driver's home address and the Vehicle has to be recovered to a garage, the Authorised driver must meet any subsequent repair costs if not covered by the Manufacturer's vehicle warranty or under the Section 1 of this Warranty.

2.7.7 The Authorised driver will be required to pay for any consumables or parts that We or our agents provide.

Section 3

MOT Test Warranty

3.1 Introduction

MOT Test Warranty may be purchased independently. You may buy MOT Test Warranty for one year only or for up to three years. Your warranty certificate will confirm the number of years of cover You have purchased.

3.2 Eligibility criteria

MOT Test Warranty is suitable for You if You meet the following eligibility criteria.

Your Vehicle must:

- a. have more than ninety (90) days remaining to the expiry date of the current MOT Test or be within 90 days of the vehicles first MOT requirement and;
- b. be no more than 10 years old from the date of first registration and has no more than 100,000 miles from the date of first registration.

Please refer to the 'What is not included' paragraphs of your Warranty to determine other factors affecting the eligibility of Your Vehicle.

3.3 What is included

We agree to pay the cost of repair, replacement and/or adjustment to the Vehicle of the parts listed below under clause 3.4 Parts Covered by the MOT Test Warranty, as a direct consequence of such parts being cited in a 'Notification of Refusal to issue an MOT Certificate (Form VT30)' prepared during the Warranty Period, as causing the Vehicle to fail its MOT Test but

- i. you must pay the first £25.00 of each and every reimbursement request; and

- ii. our agreement to pay will not exceed £750.00, inclusive of VAT, for each MOT Test as provided under this Optional benefit; and
- iii. this MOT Test Warranty is subject to clause 3.5 What is not included and clause 3.6 MOT Test Conditions.

3.4 Parts covered by the MOT Test Warranty

3.4.1 Lighting equipment

Headlights, front and rear side lights, number plate illumination lamp, stop lamp, rear reflectors, rear fog lights, hazard warning lights, and controls, direction indicator control, fog lamp on/off indicator (excluding Xenon lights and bulbs).

3.4.2 Steering and suspension

Wheel Bearings (front & rear), Power and manual steering mechanism, track rod ends, transmission shafts, front and rear suspension, swivel and ball joints, suspension springs, suspension mountings.

3.4.3 Brakes

Master cylinder, wheel cylinders, callipers, discs/drums, load compensator, ABS modulator/ sensors/ECU, brake pipes/ hoses/ cables (excluding corroded pipes).

3.4.4 Seat belts

All seat belts for condition and operation.

3.4.5 General

Fuel injection ECU or sensor replacement directly or as a result of calibration failure to meet MOT exhaust gas emission standards, horn, speedometer and speed limiter,

windscreen wiper and washers (excluding wiper blades and rubbers).

NB. Tuning and adjustments are only covered if necessary to meet MOT exhaust gas emission standards.

3.5 What is not included

MOT Test Warranty excludes and We shall not be liable for the following:

- 3.5.1 the cost of the MOT Test and re-test.
- 3.5.2 more than one reimbursement request in any one 12 month period.
- 3.5.3 accident or structural damage from any external cause, rust or corrosion, windscreen, exhaust system and catalytic converter, engine tuning or adjustment, (unless required to meet MOT exhaust gas emission standards) wheel alignment, brake friction material where the condition relates to Wear and tear, items subject to fair Wear and tear such as but not limited to tyres, brake pads, clutches etc and consumable items.
- 3.5.4 any parts which have not actually failed, or have been cited as a failure on the VT30 Certificate, and which are replaced or reported during routine servicing and/or repair of other parts which have failed.
- 3.5.5 any Covered component by any other existing Warranty or insurance.
- 3.5.6 liability that attaches by virtue of an agreement but which would not have attached in the absence of the said agreement.
- 3.5.7 any liability for:
 - i. death, bodily injury, or damage to other property; and
 - ii. any losses that are not directly associated with this MOT Test Warranty; and
 - iii. any loss that is not expressly stated as covered in 'What is included' above arising directly or indirectly from your reimbursement request or event giving rise to a reimbursement request under this MOT Test Warranty.
- 3.5.8 any reimbursement request under this section arising from the use of contaminated or inappropriate fuel for the Vehicle, or any reimbursement request that arises as a result of inadequate repair or maintenance of the Vehicle.
- 3.5.9 any repair during the Warranty Period by any party other than the Authorised repairer.
- 3.5.10 the failure of a Covered component caused by the failure of a component that is not covered by clause 3.4 of this MOT Test Warranty, and the failure of a component that is not covered by this MOT Test Warranty as the result of the failure of a Covered component.
- 3.5.11 any recall or campaign costs of the Vehicle instigated by its manufacturer.
- 3.5.12 any loss, damage or failure which is said by a qualified engineer appointed by us to have existed before the start of the MOT Test Warranty or be known to be faulty prior to the MOT due date.
- 3.5.13 repairs where your vehicle:
 - i. has been modified from the manufacturer's original specifications

- ii. has been abused and/or misused and that the abuse/misuse has caused the Covered components failure
- iii. is used for hire or reward, such as taxi's or driving schools, competitions, racing, pace making, off-road use unless specifically designed for the purpose, or any Vehicle of more than 4.6 tonne GVW
- iv. is used for public services (such as, but not limited to, police, fire brigade, ambulance, rescue, military purposes)
- v. is being used for a purpose for which it was not designed
- vi. has not been serviced in accordance with the vehicle service requirements
- vii. speedometer or odometer reading cannot be determined as accurate by virtue of it having been interfered with, altered, disconnected, inoperative or removed from the Vehicle; or
- viii. is not roadworthy or is unregistered for road use.

3.6 MOT Test Conditions

- 3.6.1 In the event the Vehicle fails its MOT Test, it is your responsibility to authorise any dismantling and to pay these charges if such dismantling proves that the failure is not covered by the MOT Test Warranty. Any exploratory dismantling charges will only be reimbursed as part of a valid reimbursement request.
- 3.6.2 All benefit under this MOT Test Warranty will be forfeited in the

event that any reimbursement request is fraudulent in any respect.

- 3.6.3 We shall not be liable for any statement or representation, written or verbal (by whomsoever made), which contradicts the terms and conditions in this MOT Test Warranty, unless We confirm such statement or representation in writing.

3.7 Vehicle Service Requirements

It is a condition of this section of the Warranty that You have the Vehicle properly, regularly and punctually serviced in accordance with the manufacturer's recommendations by us or any other reputable VAT registered dealer. This servicing must be carried out within 1,000 miles or 30 days, whichever occurs first, of the intervals specified by the manufacturer of the Vehicle.

When You present the Vehicle for a service, please pass this warranty booklet to the service personnel. Once the service is complete, please ensure that the 'Vehicle Service Records' in the rear of this booklet have been completed and stamped. An itemised VAT service invoice will be needed in the event of a reimbursement request.

In the event that You do not comply with these servicing requirements, You may invalidate the terms and conditions of this Warranty.

3.8 How to make a Reimbursement request in respect of the MOT Test Warranty

In the event that your Vehicle fails the MOT Test and You wish to make a reimbursement request, You should bring your Vehicle to us or an Authorised repairer who will arrange for any repairs to be carried out.

Please hand to the Authorised repairer:

- a. this MOT Test Warranty; and
- b. proof of servicing; and
- c. the previous valid MOT Certificate (if applicable); and
- d. the 'Notification of Refusal to issue an MOT Certificate' (VT30) citing the reasons for failure.

The Authorised repairer will take responsibility to contact the Automotion® Administrator to establish if the parts involved in the repair, deemed necessary by the "Notification of Refusal to issue an MOT Certificate" (VT30), are covered by this MOT Test Warranty.

3.9 Duties in event of a reimbursement request

3.9.1 The Authorised repairer must obtain prior authorisation from the Automotion® Administrator as to whether or not there is a valid reimbursement request under the MOT Test Warranty. When, and if, the Vehicle is granted an MOT Certificate (VT20), the Authorised repairer will forward to the Automotion® Administrator a copy of a completed:

- a. VAT repair invoice as signed by You; and
- b. the old MOT Certificate; and

- c. the "Notification of Refusal to issue an MOT Certificate" (VT30).

We shall only be liable in respect of any repairs where the Automotion® Administrator has issued an authorisation number to the Authorised repairer prior to the commencement of the authorised repair. The Authorised repairer will contact the Automotion® Administrator to establish if the parts involved in the repair are included in this MOT Test Warranty.

3.9.2 Reimbursement requests must be received by the Automotion® Administrator within thirty (30) days of the date of completion of repairs, otherwise they may not be accepted. Reimbursement requests received beyond this date will be subject to review in terms of the reason for delay and it will be at our discretion to accept such requests.

3.9.3 We reserve the right to examine the Vehicle and, subject to any damage, arrange an independent expert assessment before commencement of any repairs. It shall be clearly understood and agreed that in the event of any dispute arising as to the extent of our liability, the decision of the independent assessor shall be final and binding on both You and us.

3.9.4 Following completion of repairs, the repair invoices and any supporting documents, which may include this warranty document, will be forwarded by the Authorised repairer to the Automotion® Administrator to obtain reimbursement. However, any additional costs not covered by, or in excess of, the terms of this Warranty, or VAT where You are registered for VAT, must be settled direct with the Authorised repairer at the time of the repair.

- 3.9.5 When the Authorised repairer forwards documentation on your behalf to the Automotion® Administrator, they will be deemed to have authority to receive payment direct from us for the cost of repairs. Where You wish to request reimbursement, You must produce evidence for the Automotion® Administrator that the authorised repairer has been paid for their work.
- 3.9.6 Where necessary, the warranty documents will be posted back to You following review by the Automotion® Administrator. Once returned, You should check the documents are intact.

General Terms

A Document Management

In applying for this Warranty, it is understood and agreed that We may hold documents relating to this Warranty and any reimbursement requests under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

B Data Protection Act 1998

Documents and information will be held and processed in accordance with the Data Protection Act 1998. We also follow strict security procedures in the storage and disclosure of information provided to prevent unauthorised access or loss of such information. It may be necessary to pass data to other firms or businesses that supply products and services associated with this scheme.

We may allow other people and organisations to use information We hold about You for the purpose of providing services You have asked for or if We have been legitimately asked to provide information for legal or regulatory purposes or as part of legal proceedings or prospective legal proceedings. From time to time, these other people and organisations may be outside the European Economic Area in countries that do not have the same standards of protection for personal data as the UK.

Where You give us information on behalf of someone else, You confirm that You have provided them with the information set out in this document, and that they have not objected to such use of their personal information. Where You give us sensitive data about yourself or another person (such as health details or details of any criminal convictions) You agree (and confirm that the other person has agreed) to our processing such information in the manner set out in this document.

We may monitor and record communications with You (including phone conversations and emails) for quality assurance and compliance.

Use of Personal Information by us

We will use your personal information for the following purposes:

- a. identify You when You contact us or the Automotion® Administrator
- b. help administer, and contact You about improved administration of, any accounts, services and products We have provided before, or provide now or in the future
- c. help to prevent and detect fraud or loss
- d. carry out marketing analysis and customer profiling (including with transactional information) and create statistical and testing information; and
- e. help identify accounts, services and/or products which You could have from us or selected partners from time to time. We may do this by automatic means using a scoring system, which uses the information You have provided, any information We hold about You and information from third party agencies (including credit reference agencies).

However, We will not contact You for the purpose of (d) and (e) above, if You have previously notified us that You do not wish your details to be used for these purposes.

If You do not want your data to be used for the purpose of (d) and (e) above and You have not already notified us please write to us at the following address:

Automotion® Administrator
PO Box 11176
Chelmsford
CM1 9TS

Tel: **0800 0778 489**

C Applicable Law

This scheme will be governed by and interpreted in accordance with the laws and practice of England. The courts of England will have exclusive jurisdiction to settle any disputes arising out of or in connection with this Warranty.

Transfer of Warranty

Upon the sale of Your Vehicle, this Warranty may be transferred to the new owner, provided You can demonstrate to the Automotion® Administrator that servicing has been carried out in accordance with the manufacturer's recommended frequency and content. Alternatively, please refer to the Cancellation section of this document.

To effect the transfer, the new owner must, within seven (7) days of purchasing the vehicle, forward the following details to the Automotion® Administrator together with proof that servicing has been carried out in accordance with the manufacturer's recommended frequency and content. Any transfer will not be accepted if the Vehicle is sold to or through a motor trader.

Important notice

IN THE EVENT THAT YOU WISH TO TRANSFER THIS WARRANTY, ANY AUTOMOTION® ASSISTANCE BOOKLET THAT YOU PURCHASED AT THE SAME TIME AS THE WARRANTY WILL BE AUTOMATICALLY TRANSFERRED TO THE NEW OWNER.

PART 1 - YOU MUST FILL IN THIS SECTION

I sold my vehicle privately on dd/mm/yyyy _____

I want to transfer this Warranty to the new owner

New owner's details

Title/Initials/Surname _____

Address _____

Telephone number _____

Vehicle details

Warranty No _____

Vehicle Registration No _____

Mileage at date of transfer _____

Signature: _____ Date: _____

PART 2 - THE NEW OWNER MUST FILL IN THIS SECTION

1. I have read and fully understand the contents of this Warranty and accept its terms, conditions and exclusions. I have also read the warranty certificate and accept any limitation that may be present such as the restricted number of sections and/or optional benefit covered.
2. I certify that
 - a. the Vehicle has been serviced according to the manufacturer's service recommendations and
 - b. the details in Part 1 are correct.
3. I understand that the Warranty will not be transferred to me until You inform me that this request for transfer has been accepted. I will then take the place of the former owner as the vehicle owner.

Signature (new owner) _____

Date _____

Vehicle Service Records

1st Service	
Registration	_____
Recorded Mileage at this Service	_____
Next Service due	_____
State Mileage or Date (whichever is sooner)	_____
Signed	_____
on behalf of	_____
Dealer	_____
Town	_____

2nd Service	
Registration	_____
Recorded Mileage at this Service	_____
Next Service due	_____
State Mileage or Date (whichever is sooner)	_____
Signed	_____
on behalf of	_____
Dealer	_____
Town	_____

3rd Service	
Registration	_____
Recorded Mileage at this Service	_____
Next Service due	_____
State Mileage or Date (whichever is sooner)	_____
Signed	_____
on behalf of	_____
Dealer	_____
Town	_____

4th Service	
Registration	_____
Recorded Mileage at this Service	_____
Next Service due	_____
State Mileage or Date (whichever is sooner)	_____
Signed	_____
on behalf of	_____
Dealer	_____
Town	_____

5th Service	
Registration	_____
Recorded Mileage at this Service	_____
Next Service due	_____
State Mileage or Date (whichever is sooner)	_____
Signed	_____
on behalf of	_____
Dealer	_____
Town	_____

6th Service	
Registration	_____
Recorded Mileage at this Service	_____
Next Service due	_____
State Mileage or Date (whichever is sooner)	_____
Signed	_____
on behalf of	_____
Dealer	_____
Town	_____

