



AUTOGUARD
WARRANTIES

EVOLVED

Mechanical & Electrical Breakdown Cover For
Electric Vehicles



MOTORTRADER
INDEPENDENT DEALER
AWARDS 2020
WINNER

**MULTI-AWARD
WINNING WARRANTY
PROVIDERS**

MOTORTRADER
INDUSTRY AWARDS 2019
WINNER

EVOLVED

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

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

Repair requests will be subject to you complying to the Terms and Conditions detailed in this document and you should ensure that you read it carefully.

You must remember to have your vehicle regularly serviced in accordance with the requirements of this service contract (please refer to page 6).

NOTE: The vehicle must have a valid MOT, tax and insurance at all times for the duration of the contract, failure to do so may lead to an unsuccessful claim.

Please keep this service contract in a safe place.

SUMMARY OF COVER

WHAT IS COVERED?

If during the period of your service contract your vehicle suffers a sudden and unexpected mechanical breakdown within the territorial limits of the service contract, we will cover the cost of the parts listed and the associated labour, up to the repair request limit specified on the agreement form, but subject to any lower limits applicable to a particular part. Repair requests must be made in accordance with the repair request procedures, terms and conditions, described in this service contract.

WHAT SHOULD I DO IF MY VEHICLE BREAKS DOWN?

In the event of a repair request call our Claims Department on: 03432 271 499.

WHAT IF I WANT TO USE MY LOCAL REPAIRER?

If you want to use your local repairer, you must make sure that they are VAT registered and that they follow our repair request procedures. They must send their invoice with any required supporting documentation, quoting the repair request number, to:

**Claims Department, Autoguard Warranties Ltd,
Building 5, Archipelago Office Park, Lyon Way,
Camberley, Surrey GU16 7ER**

WHEN IS MY SERVICE DUE?

The vehicle must be serviced in line with the manufacturer's recommended schedule.

WHO IS MY FIRST POINT OF CONTACT?

If your question relates to the information provided on the agreement form or to the cover provided under the service contract, please contact the administrator on 03432 271 499.

WHAT SHOULD I DO IF MY DETAILS CHANGE?

It is the responsibility of the service contract holder to inform Autoguard Warranties Ltd in writing of any changes or modifications to the vehicle or their personal circumstances, such as change of address, email or contact details.

HOW DO I KNOW THAT MY SERVICE CONTRACT IS VALID?

You should have been provided with an agreement form containing your service contract number plus details of the level of cover selected at the point of purchase or shortly after. If you have not received this, please contact the administrator on 03432 271 499.

Please refer to your agreement form for confirmation of the service levels you have been supplied with or have purchased.

Please read this document carefully and make sure you understand and fully comply with its terms and conditions. Failure to do so may jeopardise the payment of any repair request, which might arise and could lead to the service contract becoming void. Please ensure you keep this document in a safe place so you can read it again if you need to.

OTHER BENEFITS

- Transfer request
- Continental Use

Please see page 6 for further information.

DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this service contract.

We/us/our

Shall mean Autoguard Warranties Ltd, whose registered address is: Building 5, Archipelago Office Park, Lyon Way, Camberley, Surrey GU16 7ER.

You/your/yourself

Shall mean the person named on the agreement form as being the customer.

Service contract

The service contract is a contract of services between you, the legal owner of the vehicle as named on the agreement form and the administrator. By accepting this contract you are indicating your willingness to enter into a service that covers the vehicle for sudden and unexpected mechanical breakdown as defined by the length of contract and the repair request limit as detailed on the agreement form.

Please note that this service contract is not an insurance product.

This service contract does not affect your legal rights under the Consumer Rights Act 2015. You can get advice about your rights from your local Citizens Advice Bureau or Trading Standards Service.

Administrator

Autoguard Warranties Ltd, Building 5, Archipelago Office Park, Lyon Way, Camberley, Surrey GU16 7ER. Registered company number 6574030.

Repair request

Shall mean the process you need to follow to notify us that your vehicle has experienced a sudden and unexpected mechanical breakdown.

Repair request limit

Is the maximum amount that can be provided on each individual repair request exclusive of VAT as stated on the agreement form. The maximum amount that can be provided under the service contract during the period of cover is limited to the purchase price of the vehicle in aggregate.

Agreement form

Confirmation of the vehicle, the service contract holder's details, service contract duration, type of cover selected and repair request limit applicable.

Consequential loss

Any other costs which are directly or indirectly caused by the event which led to your repair request unless specifically stated in this service contract.

Betterment

Is a contribution from the service contract holder where the repaired vehicle ultimately will be in a better condition or have a better value than it enjoyed immediately prior to the repair request.

Labour rates

Shall mean what a vehicle repairer can charge by the hour to cover their labour costs, subject to the maximum labour rate stated on your agreement form.

Mechanical breakdown

Shall mean internal failure which is hereby defined as the actual and sudden mechanical failure or breakdown of an item listed under the 'What is Covered' section which results in the sudden stoppage of its normal functions and which necessitates repair or replacement to resume those functions. Failure or breakdown, which ultimately results from wear and tear is excluded from the scope of cover afforded by this service contract.

Period of cover

The service contract commences on the date shown on the agreement form or with new vehicles on the expiry of the manufacturer's warranty period. The duration of your service contract is also stated on the agreement form.

Territorial limits

England, Scotland, Northern Ireland, Wales, Isle of Man and the Channel Islands. The vehicle is also covered in the European Union for a maximum of 60 days in any 12 months of cover.

Wear and tear

The gradual deterioration associated with normal use and age of the vehicle and its components.

Autodata

An industry reference, including but not limited to Autodata, Glasses Guide etc. for the confirmation of repair times and service requirements used extensively by the motor industry.

Vehicle

The vehicle as shown on the agreement form / policy schedule, which you have purchased by the named motor dealer and is eligible for the cover stated. Unless otherwise agreed in advance by the Administrator.

Did you know we have an App?

Scan the QR code or visit our website for more information



HOW TO CONTACT US

Please read this service contract carefully and keep it safe along with the agreement form. You will need these documents should you need to make a repair request.

If you do have any questions about this service contract you should in the first instance contact the administrators. The contact details are:

Customer services / Claims department
03432 271 499

Fax
01276 672015

Email
info@autoguardwarranties.com

Telephone calls may be recorded for quality assurance and compliance.

MAKING YOURSELF HEARD

It is the intention to give you the best possible service but if you do have any complaints regarding the sale of this service contract, about this service contract or the handling of a repair request you should in the first instance contact the Chief Executive Officer of the Administrators. The contact details are:

CEO
Autoguard Warranties Ltd
Building 5
Archipelago Office Park
Lyon Way
Camberley
Surrey GU16 7ER
Tel: 03432 271 499
Fax: 01276 672015
Email: complaints@autoguardwarranties.com

Please ensure your service contract number, as found on your agreement form, is quoted in all correspondence to assist a quick and efficient response.

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

CANCELLATION

We hope you are happy with the cover this service contract provides. However, if after reading this document, this service contract does not meet with your requirements, please return to your supplying dealer within 7 days of issue who will give you a refund if you have paid for it separately from the price of the vehicle.

DATA PROTECTION ACT 1998

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing cover and handling repair requests, if any, which may necessitate providing such information to third parties.

Please note that Autoguard Warranties operates a strict zero tolerance verbal abuse policy when dealing with customers. Autoguard Warranties reserves the right to immediately cancel the customers cover, without any refund, in any situation where a customer delivers verbal abuse or threats in any medium, that are directed against a member of our staff and or the business.

In the event that we cannot resolve a complaint to your satisfaction you may contact The Motor Ombudsman on 0345 241 3008, submit a case online at www.themotorombudsman.org/contact or, alternatively you can write to;

The Motor Ombudsman
71 Great Peter Street
London
SW1P 2BN



HOW TO MAKE A REPAIR REQUEST

If you consider you have a repair request DO NOT proceed with repairs until the repair request has been approved.

If the vehicle shows signs of an imminent failure, DO NOT continue to use it. This may aggravate the problem and cause greater damage for which we will not be liable. Your repairer must find the cause of the problem and verify if it is covered by the service contract. We will not pay for any stripping down of the vehicle or parts to determine the cause of the failure unless we accept the repair request. The most we will pay in total is restricted to the repair request limit as noted on the agreement form for a single repair request and up to the vehicle purchase price in total.

Please note: Your repairer must be VAT registered.

1. Your repairer must telephone the Claims Department on 03432 271 499. At that time the following information will be required:
Service contract number
Service contract holder's name
Current mileage
Nature of repair request
Total cost
Service history (if applicable)
2. If the failed component is listed under this service contract you must obtain authority from the claims department before commencing any repairs. Admission of liability is conditional on the terms and conditions of this service contract being adhered to, for example, servicing.

3. On receipt of any supporting service invoices (where required), we may approve repairs immediately or alternatively: call for other estimates; nominate another repairer; investigate the repair request further; request other forms of supporting evidence e.g. photo/video; or appoint an independent assessor to inspect the vehicle and or failed components.
4. When repairs are approved a repair request number will be issued for the repairs to be carried out, along with a repair request form to be signed and dated by the service contract holder.
5. On completion of the repairs, send the following documents to the administrator at the address on page 3 of this service contract:
 - a. The repairer's VAT invoice, which must quote the repair request number, vehicle details, failure mileage and details of who to pay.
 - b. Supporting documentation as requested by the repair request adviser such as the signed repair request form and proof of payment for the repair.

The administrator's working hours are 9am – 5pm, Monday to Friday, excluding bank/ public holidays. Telephone calls may be recorded for the purpose of staff training and improving customer service.

HOW TO REQUEST A REPAIR PAYMENT

Once all supporting documents are received the administrator will reimburse you or the repairer, subject to the terms and conditions of the service contract. If a balance is due, you must pay it direct to the repairer.

Please Note: Repair requests are paid by bank transfer to the agreed payee so please include your bank details when sending in your documents.

Please Note: Repair request documentation must be received by the Claims Department within 7 days of completion of repairs, otherwise they cannot be accepted. Repair requests received beyond this date will be subject to review in terms of the reason for delay and it shall be at the discretion of the company to accept such repair requests. VAT on repairs covered by the service contract is not reimbursed where you are VAT registered.

IMPORTANT NOTE

You are covered only for the parts described in this service contract.

You are covered up to the repair request limits shown on the agreement form or any lower limit that may be specified within this service contract.

We may insist that your repairer use exchanged or reconditioned parts to effect a repair.

If the part to be replaced has some wear or the part improves the general condition or value of the vehicle, you may be required to pay a specified amount towards the improvement. Please refer to the betterment section of your service contract under the terms and conditions section.

The administrator cannot agree to any repair request without providing a repair request number. The repairer should not start any repairs without this number. Please quote your repair request number every time you contact us about your repair request and make sure the repairer includes this number on his invoice.

EXTRA BENEFITS

The extra benefits listed below will be made available subject to the limits specified on the agreement form, provided the parts in need of repair are covered under the service contract.

CARING FOR YOUR VEHICLE

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

Where the original service book is not available any servicing undertaken may be recorded in the Optional Service Record Section. You should retain service invoices as these may be required for validation purposes.

CONTINENTAL USE

The breakdown repair cost element of this service contract is extended to cover the vehicle whilst travelling within the EU for a period of 60 days during each year. The owner may authorise repair work and repair request reimbursement in accordance with the terms of the service contract subject to a receipted invoice, service history and completed repair request form being forwarded to the Claims Department. Reimbursement will be at the exchange rate current at the time of the repair.

SERVICE REQUIREMENTS

The vehicle must be serviced in line with the manufacturer's recommended guidelines. If there is no valid service record book or printed service history supplied with the vehicle, then the first service must be carried out within 10,000 miles or 12 months from date of purchase (whichever comes first). The service must be completed at a VAT registered garage and be supported by a fully itemised VAT Invoice.

If there is a valid service history supplied with the vehicle, then the manufacturers recommended schedule must be followed. Servicing must be completed at a VAT registered garage and fully itemised invoices must be retained. Pre-delivery inspection will not be classed as a service. If any circumstances prevent the service being carried out at the correct time, Autoguard Warranties Ltd must be informed immediately by recorded delivery.

TRANSFER REQUEST

Subject to our approval and providing a claim has not been made, this service contract may only be transferred with the vehicle direct to a new private owner. Application must be made to the administrator within 14 days of the change of ownership. The administrator will charge £35 for this service. Under no circumstances can this service contract be transferred to another vehicle or to/via any member of the motor trade. If the cover is transferred to a new owner the service contract will not be subject to the cancellation period. **Please note that any existing faults at the time of transfer will not be covered.**

Note: This product is limited to one transfer during the period of cover.

The only acceptable proof of servicing will be the fully detailed VAT service invoices indicating servicing dates and mileages and/or a correctly completed and fully stamped service booklet.

Please retain proof of all previous service invoices for our inspection in the event of a repair request.

Failure of the above service requirements will result in automatic rejection of the repair request and your service contract cover will become null and void.

RENEWABLE PRODUCTS

Whilst efforts will be made by the Administrator to contact you, by email, in advance of the first product renewal date, the onus and responsibility to submit the required information in good time, in advance of the first renewal date and subsequent annual renewals thereafter, is solely that of the guarantee holder named on the agreement form. Failure to submit the required documentation & information in good time in advance, will lead to the product becoming void and no further claims being considered.

Renewable products are not transferable in any form.

OPTIONAL SERVICE RECORD

PRE DELIVERY INSPECTION / SERVICE

Service date: _____

Service mileage: _____

Your next service will be due on: _____

Date: _____ Mileage: _____
(whichever is sooner)

FIRST SERVICE

Service date: _____

Service mileage: _____

Your next service will be due on: _____

Date: _____ Mileage: _____
(whichever is sooner)

SECOND SERVICE

Service date: _____

Service mileage: _____

Your next service will be due on: _____

Date: _____ Mileage: _____
(whichever is sooner)

The documentation & information required is as follows;

- Clear scanned copy of page 1 & page 2 of the V5 registration document.
- Service records for the vehicle since inception of the product to date.
- Accurate current speedometer reading.

This information should be provided one calendar month in advance of the renewal date and sent via email to renewals@autoguardwarranties.com

THIRD SERVICE

Service date: _____

Service mileage: _____

Your next service will be due on: _____

Date: _____ Mileage: _____
(whichever is sooner)

FOURTH SERVICE

Service date: _____

Service mileage: _____

Your next service will be due on: _____

Date: _____ Mileage: _____
(whichever is sooner)

FIFTH SERVICE

Service date: _____

Service mileage: _____

Your next service will be due on: _____

Date: _____ Mileage: _____
(whichever is sooner)

WHAT IS COVERED?

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

ADDITIONAL ITEMS COVERED;

In-car entertainment systems (ICE) and Satellite Navigation systems.

Please note that these items will be covered up to 50% including VAT, of your repair request limit, on original manufacturer's equipment up to a maximum of £500.

BRAKES
All Components Including:
Master Cylinder
Wheel Cylinders
Servo
Brake Pumps
Brake Limiter Valve
ABS Computer
ABS Sensors
ABS Pumps

ENGINE MANAGEMENT
Engine Electronic Control Unit Only

STEERING (INCLUDING POWER ASSISTED STEERING)
Steering Rack
PAS Pump
Electronic Power Steering

ELECTRIC VEHICLES
Power Controller
Electric Drive Motor
Power Converter
Power Inverter Module
Coolant Heater
On Board Charger
Heat Exchanger
Regenerative Brake Systems (Excludes Brake Pads & Discs)
Hybrid Vehicle Control Modules
Electric Vehicle Control Modules
Electrical Battery Unit HVB (High Voltage Battery Pack) *
Cell Groups (Repair only, excludes Cell degradation and Cell damage due to over or under charging or water ingress)

SUSPENSION
Wheel Bearings*
Coil Springs*
Active Suspension

DRIVE SYSTEM
All Components Including:
Bearings*
Drive Shafts
Prop Shafts
Constant Velocity Joints
4 Wheel Drive Units
Electric Drive Motor

ELECTRICAL SYSTEM
Starter Motor and Stop/ Start Technology
Electric Window Motors and Switches
Sunroof Motor and Switch, Convertible Roof Motors, Switch and Sensors
Front and Rear Windscreen Wiper Motors and Washer Motors
Heater Fan Motor
Multi-function Stalk Switch
Horn

Air conditioning, Climate Control and Driver Interface Systems.

Please note that these items will be covered up to 50% including VAT, of your repair request limit, on original manufacturer's equipment up to a maximum of £1000.

Electrical Battery Unit HVB (High Voltage Battery Pack) *

Please note that these items will be covered up to 50% including VAT, of your repair request limit, on original manufacturer's equipment up to a maximum of £1000.

Traction Battery

Failure of the traction battery where it causes a control or driveability fault only.



Cover for electric vehicles include: Cars, Motorcycles and Vans

THE FOLLOWING EXCLUSIONS APPLY TO THIS SERVICE CONTRACT

COMPONENTS NOT COVERED BY THIS SERVICE CONTRACT

- Gradual deterioration of performance of a component in line with the age and mileage of the vehicle will be classed as "wear and tear" and is excluded from the service contract, unless additional wear & tear cover has been purchased.
- All bodywork and trim, seat belts (any part), glass (including heated screens and door mirrors), sunroof panels, wheels and tyres. Air bags or disposal of air bags.
- External fluid leaks, odours, external oil leaks and seals.
- Consumable items such as, but not exclusively limited to light bulbs, drive belts, wiper blades, brake linings, brake discs, cylinders, cables, bushes, all pipes, all hoses, keys and key fobs.
- Blocked, porous or seized components.
- Brake calipers and caliper motors.
- Software, firmware or "flash" updates for any component.
- Nuts, bolts and mounting brackets.
- Water ingress and damage caused to any component by water ingress.
- Seals & gaskets of any description, save where specifically covered, including but not limited to sealing compounds, silicone sealant and liquid gaskets.
- Electrical connections, LEDs, LCDs, all internal & external lamps, wiring looms and standard 12/24v lead acid batteries.
- Carbonised, pitted, corroded, burnt or sticking components.
- Paint - the painting of parts replaced under the service contract will not be covered.
- The cost of any servicing or service items.

NOTE

- Those components covered are covered against mechanical breakdown. The replacement of lubricants, antifreeze and fluids is included provided the replacement is necessitated by the failure of a authorised component and the vehicle is not within 1,000 miles of its next due service.
- External oil leaks are specifically excluded.
- The maximum contribution for diagnostics is £65 inclusive of VAT on a valid repair request.

- Wheel Bearing, coil/leaf/road springs failure will be covered on vehicles up to 6 years old or 70,000 miles - whichever comes first.
- Where the failure has been confirmed on a diagnostic machine, the fault codes must be submitted as supporting evidence, along with the repair request invoice.

TERMS OF CONDITIONS

This section details the terms, conditions and exclusions of this service contract:

1. Autoguard Warranties Ltd on behalf of the service contract holder will provide administration and repair request services in connection with mechanical breakdown as set out in this service contract booklet and agreement form during the period of cover and will repair, or arrange for the repair of your vehicle as detailed in this booklet and the agreement form. The service contract will not be valid unless Autoguard Warranties Ltd receives the full fee for the service contract. Autoguard Warranties Ltd will not be liable if we do not receive the full fee from the dealer from whom you purchased your vehicle within 14 days, unless otherwise agreed, of you taking delivery of the vehicle.
2. The service contract does not apply to any vehicle(s) used for competitive and/or timed racing of any sort, (including but not limited to off-road driving, vehicles acting as a pace make and/or safety vehicles), any vehicles used by any emergency services (including but not limited to police, fire and ambulance service vehicles), any military vehicles, any vehicles used by airport authorities or their agents/servants within the territorial boundaries of the airport (including runways and any outbuildings associated with the airport), any vehicles used for hire or reward (including but not limited to taxis and self drive vehicles), any vehicles used by a driving school, any kit cars and any nonstandard, customised or modified vehicles.
3. The supplying dealer has given the administrator your information in order to validate the contract for services between you and the administrator.
4. The Company will not pay more than the repair request limit shown on the agreement form or, if lower, in this service contract booklet.
5. No liability will be accepted for any repair request that is reported to the administrator more than seven days after the relevant fault is discovered.
6. No repairs may be carried out under the service contract until the administrator provides a repair request number for those repairs. Failure to obtain prior approval for any repair request will lead to the repair request being declined in its entirety. No liability shall exist in respect of parts supplied, repairs carried out or any other repair request under this service contract other than repair requests in accordance with the procedures set out in this service contract booklet. We reserve the right to seek the most cost-effective repair. This may include the approval of using reconditioned, remanufactured, refurbished or exchange parts / units.
7. Authorised repairs must be completed within 30 days of approval issue date. Repair request documentation must be received by the repair request department within 7 days of completion of repairs, otherwise they cannot be accepted.
8. The maximum repair requests in aggregate we will pay during the period of cover is up to the purchase price of the vehicle as stated on the agreement form.
9. The amount of time allowed for labour will be according to Autodata times and the labour rate will be specific to each dealer. The administrator reserves the right to examine the vehicle and failed part and to subject them to expert independent assessment to determine the amount to be paid in respect of a repair request. This will be subject to the repair request limits and the terms and conditions of your service contract.
10. Services must be carried out in accordance with the schedule described in the service requirements section of this service contract (page 6) - you must keep all the service invoices in the event of any repair request.
11. The mileage quoted on the agreement form does not guarantee this is the true distance the vehicle has covered and the mileage should be disregarded.
12. Your service contract excludes any liability for death, bodily injury or loss of or damage to property other than the listed components or loss of use or any consequential loss of whatsoever nature.
13. No liability will be accepted for damage caused by:
 - Neglect;
 - Corrosion;
 - Water Ingress;
 - Any foreign matter getting into or onto a part;
 - Lack of servicing;
 - Over-heating or freezing;
 - Abuse;
 - Damage to parts not covered by this service contract.
14. No liability will be accepted for: parts that have been fitted incorrectly, the effects of poor repairs, faults or defects at the time of the sale, parts that have been made or designed badly, parts not fitted as standard or optional extras by the manufacturer, unless cover for such items is agreed beforehand.

TERMS OF CONDITIONS - continued

15. The administrator may declare void any service contract where the agreement form does not correctly show the exact vehicle type, model, age and mileage. If you give incorrect information on the agreement form, your service contract may be void, or at the administrator's option, allowed to continue subject to the payment and receipt of any additional fee that may be required to reflect the correct information.
16. If you have not kept to the conditions of the service contract, you agree that your repair request will be rejected and that your service contract will be cancelled.
17. If you or a repairer makes a false or dishonest repair request, your service contract will be cancelled and legal action may be taken against you.
18. In the event of a repair request the administrator reserves the right to call for a contribution from the service contract holder for betterment should the repaired vehicle ultimately be in a better condition or have a better value than it enjoyed immediately prior to the repair request.
19. You cannot change the terms and conditions unless you have written agreement from Autoguard Warranties Ltd.
20. If you are in breach of any of the terms of this service contract, the administrator may cancel this service contract by giving 14 days notice by recorded delivery to the last known address of the service contract holder.
21. No liability will be accepted for any consequential loss or damage to parts not covered by this service contract where consequential loss is caused by a covered part.
22. The administrators reserve the right to amend the service contract details from each renewal year.
23. If the administrator accepts that there is a repair request under this service contract but there is a disagreement in respect of the amount to be paid, the disagreement will be referred to an independent arbitrator. In these circumstances the arbitrator's award must be made before there is any right of action against the Company.
24. The Terms and Conditions and application details will be read as one contract. A word or expression to which a specific meaning has been attached will keep the same meaning wherever it appears unless specifically stated otherwise. A particular word or phrase, which is not defined will have its ordinary meaning.
25. Non-Disclosure, Misrepresentation or Misdescription - this service contract is voidable if you or anyone acting for you fails to disclose, misrepresents or misdescribes any material fact. If the administrator voids this service contract they will void it in its entirety and no cover will apply.
26. Should the vehicle be involved in a total loss claim via your own motor policy, this service contract will become void and no refund will be offered.
27. No liability will be accepted for any repair request, if at the time of the reported failure, the vehicle is being used in contravention of the current legislation with regards to MOT, Vehicle Excise Duty (Road Tax) and Motor Insurance.
28. Unless specifically agreed otherwise, the law that will apply is English law.
29. Once a claim has been notified, you will have 7 days in which to provide further information and or diagnostic evidence of failure of a covered component, in order for any claim to be considered. If the contract reaches its natural expiry date during or after this 7 day period, no claim would be considered without written consent from the Administrators.

TERMS OF CONDITIONS - continued

Exclusions

The Company shall not be liable for any repair requests arising thereby or indirectly caused or contributed by or in consequence of a loss;

1. (a) Occurring during the warranty or warranty period of any manufacturers or the dealer's excess period (if any) or where faults have developed during such period prior to the commencement of the service contract (provided they were evident at that time) and which have not been completely rectified.
 - (b) Resulting from any modification to the vehicle or the substitution of components by nonstandard components or equipment not approved by the manufacturer of the vehicle.
 - (c) If the mileometer has been altered or disconnected or inoperative resulting in the misrepresentation of the vehicle's actual mileage.
 - (d) Caused by or arising from:
 - (i) Overheating, corrosion or the gradual reduction in operating performance commensurate with the age and mileage covered by the vehicle. This includes, but is not limited to:
 - (a) The gradual loss of engine compression necessitating the repair of valves or rings
 - (b) Gradual increase in oil consumption due to normal operating functions.
 - (ii) Routine servicing maintenance or repair of the vehicle or from negligence, abuse or wilful damage.
 - (iii) The subjecting of the vehicle to a load greater than that permitted by the manufacturer's recommendations.
 - (iv) Fire, self-ignition, lightning, earthquake, explosion, frost, storm, tempest, flood, water damage, theft or attempted theft, aircraft or other aerial devices or articles dropped there from or any extreme cause.
 - (v) Any road traffic accident, collision or fire damage; including total loss of vehicle.
 - (e) Involving components subject to recall or repair or replacement by the manufacturer or attributable to a manufacturer's design defect.
 - (f) Directly or indirectly caused by or arising out of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, riot, civil commotion, strikes, lockout, confiscation or detention by customs or other officials or authorities, malicious intent or vandalism.
2. Local taxes, when repairs are completed outside of the UK.
 3. Any ancillary components or equipment not listed under the "What is Covered" section.
 4. Mechanical breakdown due to lack of antifreeze, hydraulic fluids, grease or oils.
 5. Investigatory or remedial work commenced before authorisation by the administrator.
 6. Costs incurred in routine servicing or repairs.
 7. Any parts, which have not failed but have been reported as requiring replacement during routine servicing and/or repairs or at the time of when a service contract repair is in progress.
 8. Liability, which attaches to the service contract holder by virtue of an agreement but which would not have attached in the absence of such agreement.
 9. Any vehicle owned by a garage or its associated companies or by the proprietor of such garage or associated companies or by an employee or relative of such proprietor or component breakage occurring whilst the vehicle is in the custody or control of such persons.
 10. Any liability for death, bodily injury or loss of or damage to property other than the covered components or loss of use or any consequential loss of whatsoever nature.
 11. Non-compliance with the conditions relating to the servicing of the vehicle.
 12. Any faults or defects deemed to have been present at the time of service contract inception.
 13. The cost of any servicing or service items.