



AUTOGUARD
WARRANTIES

EVOLVED

WITH ROADSIDE ASSISTANCE & RECOVERY

Repair and Maintenance Plan



MULTI-AWARD WINNING PROVIDERS



IMPORTANT INFORMATION ABOUT YOUR PLAN

Here at Autoguard Warranties Our goal is to ensure You make the most of Your Plan and have peace of mind. So, whether You're a novice or an expert in motoring, We've put together the following key points so You always know what to expect.



SERVICE HISTORY

One of the main reasons for a rejected Repair Request is lack of or gaps in service history. We cannot stress enough the importance of following the service requirements of Your Vehicle. All servicing must be carried out at a VAT registered garage.

More info on servicing can be located on page 7.



WEAR & TEAR

Vehicle Wear and Tear is something that is simply unavoidable. Many moving parts and factors such as age and mileage mean naturally things start to degrade over time. However, We cannot and do not cover it all.

Please refer to page 12 to read more about Wear and Tear and exclusions of this Plan if applicable.



COSTS

It is a requirement of the Repair and Maintenance Plan to get authorisation from Us first before getting the Vehicle repaired. Ensure You also check Your agreed Labour Rate as going above this means You will foot the bill for the difference.

More details can be found on page 5.



VAT REGISTERED REPAIRERS

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

EXCLUDED COMPONENTS AND FAILURES



Excluded components

Please read page 12 for a full list of all excluded components.

For example:

- Brake callipers and calliper motors
- Wiring and electrical connections
- All internal and external lamps and LEDs

Excluded failures

Please read page 12 for a full list of all excluded failures.

For example:

- Wear
- Fluid Leaks
- Seals/Gaskets
- Corrosion

OUR TRANSPARENCY STATEMENT

The Vehicle must have a valid MOT, tax and insurance at all times for the duration of the Plan, failure to do so may lead to an unsuccessful Repair Request.

This Plan operates on a discretionary basis. This means We have the ultimate authority when assessing any Repair Requests. If Your Repair and Maintenance Plan has a duration greater than 13 months, Autoguard Warranties Ltd will reimburse a maintenance inspection on the Vehicle. Please refer to page 10 for full details.

IMPORTANT - THIS IS NOT INSURANCE!

This Plan is not an insurance policy. Insurance in the UK protects against specific risks (like loss, damage, illness or death) and is regulated by the Financial Conduct Authority (FCA). Our product does not provide financial compensation or transfer risk to an insurer and is not regulated by the FCA. Instead, this Plan offers to pay for certain repairs, labour and certain parts depending on the terms and conditions within this booklet and parameters agreed at point of sale. For this reason, it is not classed as insurance and instead, operates with the relevant Codes of Practice as set out by The Motor Ombudsman (TMO) and Chartered Trading Standards Institute's (CTSI).

We will always work as hard as We can to ensure that the stress and inconvenience of having Your Vehicle out of action is as smooth as it can be. We endeavour to be fair with Our Repair Request process and assess everything on a case-by-case basis. We therefore ask that You take time to have a thorough read through all Your documentation to check Your understanding and confirm that this is the right Repair and Maintenance Plan for Your needs.

HOW TO CONTACT US

Please read this Repair and Maintenance Plan 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 Repair and Maintenance Plan You should in the first instance contact the Administrators. The contact details are:

CUSTOMER SERVICES / REPAIRS DEPARTMENT

03432 271 499

LINES ARE OPEN MONDAY TO FRIDAY 9AM - 5PM AND SATURDAY 9AM - 12PM

EMAIL

info@autoguardwarranties.com

Telephone calls may be recorded for quality assurance and compliance.

Ultimately, there may be times when We are unable to satisfy everyone, but We are committed to being as transparent as possible, acting fairly at all times, and upholding Your rights under the Consumer Rights Act 2015.

Should You have any questions please feel free to contact Us on the number below and We'll be happy to help:

03432 271 499

LINES ARE OPEN MONDAY TO FRIDAY 9AM - 5PM AND SATURDAY 9AM - 12PM

The monies received for this product will be treated as pre-payment and paid towards delivering any servicing, repairs and/or maintenance over the specified Evolved Repair and Maintenance Plan period subject to the terms and conditions outlined in this booklet.

Please see pages 13-15.

Please note this Evolved Repair and Maintenance Plan is not an insurance product which means no insurance premium tax (IPT) is payable.

We reserve the right to exercise Absolute Discretion (as defined in this document) in relation to this product and the services within, and while doing so, We are committed to acting with transparency and fairness at all times and in keeping with the Consumer Rights Act 2015.

Our Plans are accredited to The Motor Ombudsman codes of practice which drive high standards of service giving Our customers added protection and peace of mind.

CANCELLATION

We hope You are happy with the cover this Repair and Maintenance Plan provides. However, if after reading this document, this Repair and Maintenance Plan does not meet with Your requirements, please return to Your supplying dealer within 14 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 2018, UK GDPR & EU GDPR

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 2018 and UK GDPR and EU GDPR, for the purpose of delivering any services, repairs and/or maintenance, and handling Repair Requests, if any, which may necessitate providing such information to third parties.

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MAKING YOURSELF HEARD

It is Our intention to give You the best possible service however, if You do have a complaint concerning this Repair and Maintenance Plan, 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
 Email: complaints@autoguardwarranties.com

Please ensure Your Repair and Maintenance Plan number, as found on Your Agreement Form, is quoted in all correspondence to assist a quick and efficient response.

This Repair and Maintenance Plan does not affect Your consumer rights. 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.

In the event that We cannot resolve a complaint to Your satisfaction You may contact The Motor Ombudsman
 Tel: 0345 241 3008
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 Repair and Maintenance Plan.

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.

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

- 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.
- 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 Repair and Maintenance Plan holder.
- On completion of the repairs, send the following documents to the Administrator at the address on page 4 of this Repair and Maintenance Plan:
 - The repairers VAT invoice MUST be made to Autoguard Warranties Ltd, which must quote the Repair Request number, Vehicle details, failure mileage and details of who to pay.
 - 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, and 9am - 12pm on Saturday, excluding bank/public holidays.

PAYMENT OF REPAIR REQUEST

Once all supporting documents are received, the Administrator will reimburse You or the repairer, subject to the terms and conditions of the Repair and Maintenance Plan. 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.

Repair Request documentation must be received by the Repairs 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 Absolute Discretion of the company to accept such Repair Requests.

If You are VAT-registered, VAT on repairs under this Repair and Maintenance Plan can not be reimbursed.

IMPORTANT NOTE

You are covered only for the parts described in this Repair and Maintenance Plan.

You are covered up to the Repair Request Limits shown on the Agreement Form or any lower limit that may be specified within this Repair and Maintenance Plan. We may insist that Your repairer use exchanged or reconditioned parts to effect a repair. If the part to be replaced has some wear, and 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 Repair and Maintenance Plan 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 this 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 Repair and Maintenance Plan.

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 repair cost element of this Repair and Maintenance Plan 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 Repair and Maintenance Plan subject to a receipted invoice, service history and completed Repair Request form being forwarded to the Repair Department. Reimbursement will be at the exchange rate current at the time of the repair.

BUMPER

We've teamed up with Bumper to give you the flexibility to spread the cost of your Plans into easy monthly payments.

BUMPER DISCLAIMER:

We understand sometimes things can go wrong and we are here to help You. If we are unable to collect a payment on the scheduled date, we will reattempt Your payment within 7 days. We will also attempt to contact You to discuss Your situation. We will only charge a late payment fee if You have not paid us within 7 days of the repayment date and we cannot agree a reasonable repayment Plan with You. The late payment fee will be £20, unless Your loan is under £200 in which case the fee will be 10% of Your loan amount.

TRANSFER REQUEST

Subject to Our approval and providing a Repair Request has not been made, this Repair and Maintenance Plan 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 Repair and Maintenance Plan be transferred to another Vehicle or to/via any member of the motor trade. If the cover is transferred to a new owner the Repair and Maintenance Plan 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.

Note: If You have financed Your contract via Bumper interest free instalments, please note any outstanding finance due at the point of transfer will need to be settled and evidenced to Us before the transfer can be actioned.

We will also charge a reasonable fee if we need to instruct a third-party debt collection agency to assist us in collecting Your loan. This step will only be taken if Your loan is three payments in arrears and we cannot agree a reasonable repayment Plan with You. If You think You are experiencing financial difficulties and are worried You are at risk of missing any of Your payments, please contact us, and we'll do our best to help You.

BUMPER

Bumper International Limited Contact Details:
Tel: 0800 612 0946
Email: support@bumper.co.uk
Address: Bumper International Limited, TOG 1,
Lyric Square, London, W6 0NB

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 upon taking ownership, 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 must consist of the following as a minimum requirement:

1. Check all levels
2. Check for leaks
3. Replace all fluid and filters as per manufacturers specification
4. High voltage battery health check
5. Battery coolant condition and level

If there is a valid service history supplied with the Vehicle, then the manufacturers recommended schedule must continue to be followed upon ownership. 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.

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 Repair and Maintenance Plan cover will become null and void. Any refunds will be at Our Absolute Discretion ONLY when the terms and conditions have been breached.

EVOLVED

WHAT IS COVERED?



COMPONENTS INCLUDED IN YOUR REPAIR AND MAINTENANCE PLAN

COVER FOR ELECTRIC VEHICLES INCLUDE: CARS, MOTORCYCLES AND VANS

BATTERY

Electrical Battery Unit HVB***

POWER MANAGEMENT

Power Controller

Electric Drive Motor

Power Converter

Power Inverter Module

Coolant Heater

On Board Charger

Heat Exchanger

Regenerative Brake Systems
(Excludes Brake Pads & Discs)

Electric Vehicle Control Modules

SYSTEMS**

Air Conditioning**

Climate Control**

Driver Interface Systems**

In-car Entertainment**

Satellite Navigation Systems**

SUSPENSION

Wheel Bearings*

Coil Springs*

Active Suspension

ELECTRICAL SYSTEM

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

HVB Leads

Wiring Loom

Electrical Connectors

ECU

Electronic Control Unit Only

DRIVE SYSTEM

Active Drive Motors

Drive Shafts

Constant Velocity Joints

4 Wheel Drive Units

BRAKES

Master Cylinder

Servo

Brake Pumps

Brake Limiter Valve

ABS Computer

ABS Sensors

ABS Pumps

Brake Calipers

Calipers, Caliper Motors and Park
Brake Actuators

STEERING

Steering Rack

PAS Pump

Electronic Power Steering

**Age and mileage limitations apply.
Please refer to page 12 for more information.*

***50% of claim limit of up to £2,000 including VAT.*

****If the HVB will no longer accept a charge of more than 25% of the original capacity, we will consider a claim within the terms, conditions, stated exclusions and limitations of cover and claim limit of the plan.*

Please refer to page 12 for details of exclusions to cover under this Repair and Maintenance Plan.

ANNUAL MAINTENANCE INSPECTION

You are entitled for reimbursement of 1 (one) Annual Maintenance Inspection (AMI) at the start on each 1 (one) year period on products with duration 13 months or more.

The reimbursement is at the stated rate within the product. To arrange Your annual maintenance inspection please contact Our administration team on **03432 271 499** to obtain the Agreed inspection check sheet.

Please contact Your selling dealer if they have workshop facilities on site. Alternatively, the maintenance inspection may be completed at any VAT registered garage. Autoguard Warranties Ltd will contribute up to half an hour (0.5 hours, up to a maximum of £50 inc. VAT) at Your stated Labour Rate towards the inspection costs.

Your repairer must contact the team at Our offices to obtain a repair authorisation number before work is started.

You should provide the repairer with the approved maintenance inspection report to complete.

Once completed send the maintenance inspection report to Our offices, along with the final VAT invoice made to Autoguard Warranties Ltd, clearly showing the obtained reference number, the Vehicle details and Vehicle registration number.

Whilst We accept responsibility for the quality of all maintenance inspections, the maintenance inspection is an inspection at that time only and does not replace the requirement for the Vehicle to be serviced and maintained as per the Vehicle manufacturer's stated schedule for service and maintenance.

A Pre-Delivery Inspection is completed by the dealer before you collect your vehicle to ensure it's safe and roadworthy. However, this will not be classed as a service by Autoguard Warranties Ltd, as it doesn't include the scheduled maintenance tasks such as oil or filter changes.

To keep your repair and maintenance plan valid, your vehicle must still be serviced at the correct intervals in line with the manufacturer's recommendations. Please see page 7 for more information.

ANNUAL MAINTENANCE INSPECTION REPAIRS

Should Your annual maintenance inspection reveal an issue with Your Vehicle, please speak with Your supplying dealer, or repairer, who will explain:

- The work that is needed and may be covered by the Repair and Maintenance Plan
- The work that is advised, but not covered by the Plan

You can then decide to continue at Your expense.

Please note, any Repair Request must be made before the expiry of Your Plan, no inspection Repair Request can be made retrospectively or without an Authority Number issued by Autoguard Warranties. The maintenance check must be undertaken within 60 days of the anniversary of the Plan. The annual maintenance check will include an inspection of the following.

If any parts do not perform their design function or are subject to failure, We will be notified by the garage of a maintenance request on Your behalf.

Any request will be considered as part of this Agreement and will be subject to Plan terms and the Repair Request Limit You have selected.

INTERIOR CHECK

Operation of In car entertainment

Operation of Sat Nav

Performance of instrument gauges and horn

Handling of brake pedal

Parking brake performance

Functioning of interior lights

Operations of steering wheel controls

Check operations and condition of sunroof mechanism (if applicable)

Operation dashboard lights

Check operation of Aircon Climate Control System (where applicable)

Check heating system operation

ROAD TEST CHECK

Ensure vehicle is operating as required and no noises or handling issues noted

ENGINE COMPARTMENT CHECK

Check fluid levels and conditions

Review engine and gearbox operation

Gear box levels manual/automatic (where applicable)

Fluid level brake, power steering washer reservoir and battery (including security)

Coolant system level (and condition)

For liquid and water leaks

For excessive noise

STEERING AND SUSPENSION CHECK

Operation and condition of steering for leaks

Status of front and rear suspension

EXTERIOR CHECK

Operation of exterior lighting equipment and respective control lights and cluster illumination

Operation of wipers and washers

Operation of door locks

Operation of central locking

Operation of door windows (manual/electric)

Performance of parking sensors (where applicable)

GENERAL CHECKS

Check all fluids including where applicable

Power steering

Coolant system

Operation of central locking

Hydraulic systems

Transmission

THE FOLLOWING EXCLUSIONS APPLY TO THIS REPAIR AND MAINTENANCE PLAN

COMPONENTS & FAILURES NOT COVERED BY THIS REPAIR & MAINTENANCE PLAN

- 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 Repair and Maintenance Plan, unless additional Wear and 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.
- 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.
- All fuses/fuse links are excluded.
- Blocked, porous or seized components.
- Software, firmware or "flash" updates for any component.
- Nuts, bolt, mounts and 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.
- LEDs, LCDs, all internal & external lamps.
- 12 volt and all supplemental batteries including TPMS batteries.
- Corroded, burnt or sticking components.
- Paint - the painting of parts replaced under the Repair and Maintenance Plan will not be covered.
- The cost of any servicing or service items.

NOTE

- Those components covered are covered against Mechanical Failure. 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 fluid leaks are specifically excluded.
- The maximum contribution for diagnostics is £65 inclusive of VAT only where the Repair Request is valid and has been approved by Our team.
- Wheel Bearing and Coil/Leaf spring failure will be covered on Vehicles up to 6 years old or 70,000 miles only - 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.

FAILURE DISCOVERED DURING ROADWORTHY TEST / MOT

If Your Repair and Maintenance Plan has a duration longer than 12 months and the Vehicle has failed it's annual roadworthy test / MOT due to a covered component

that has failed then We may look to assist with the costs of the repair in line with the terms and conditions of this Plan.

TERMS & CONDITIONS

This section details the terms, conditions and exclusions of this Repair and Maintenance Plan:

1. Autoguard Warranties Ltd on behalf of the Repair and Maintenance Plan holder will provide Administration and Repair Request services in connection with Mechanical Failures as set out in this Repair and Maintenance Plan 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 Repair and Maintenance Plan will not be valid unless Autoguard Warranties Ltd receives the full fee for the Repair and Maintenance Plan. 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 Repair and Maintenance Plan 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 non-standard, customised or modified Vehicles.
3. The supplying dealer has given the Administrator Your information in order to validate the Plan for services between You and the Administrator.
4. We will not pay more than the Repair Request Limit shown on the Agreement Form, unless a lower, component-specific cap applies, which is detailed within this booklet.
5. No liability will be accepted for any Repair Request that is reported to the Administrator more than 7 days after the relevant fault is discovered.
6. No repairs may be carried out under the Repair and Maintenance Plan 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 Repair and Maintenance Plan other than Repair Requests in accordance with the procedures set out in this Repair and Maintenance Plan 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 Repair and Maintenance Plan.
10. Services must be carried out in accordance with the schedule described in the service requirements section of this Repair and Maintenance Plan (page 7) - 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. Any incorrect mileage should updated with Us, the Administrator within 14 days from the date of this Plan going live as this can impact or delay Our repairs process.
You can do this by contacting Us directly.
12. Your Repair and Maintenance Plan 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 Repair and Maintenance Plan.

TERMS & CONDITIONS

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.
15. The Administrator may declare void any Repair and Maintenance Plan 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 Repair and Maintenance Plan 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 Repair and Maintenance Plan, You agree that Your Repair Request will be rejected and that Your Repair and Maintenance Plan will be cancelled. Refunds will be at the selling dealer's Absolute Discretion.
17. If You or a repairer makes a false or dishonest Repair Request, Your Repair and Maintenance Plan 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 Repair and Maintenance Plan 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 Repair and Maintenance Plan, the Administrator may cancel this Repair and Maintenance Plan by giving 14 days notice by recorded delivery to the last known address of the Repair and Maintenance Plan holder.
21. No liability will be accepted for any Consequential Loss or damage to parts not covered by this Repair and Maintenance Plan where Consequential Loss is caused by a covered part.
22. The Administrators reserve the right to amend the Repair and Maintenance Plan details from each renewal year.
23. If the Administrator accepts that there is a Repair Request under this Repair and Maintenance Plan 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 Repair and Maintenance Plan. 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 Repair and Maintenance Plan is voidable if You or anyone acting for You fails to disclose, misrepresents or misdescribes any material fact. If the Administrator voids this Repair and Maintenance Plan they will void it in its entirety and no cover will apply. Any refunds falling within this scenario are at Our sole Absolute Discretion.
26. Should the Vehicle be involved in a total loss claim via Your own motor policy, this Repair and Maintenance Plan 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 Repair Request 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 Repair Request to be considered. If the Plan reaches its natural expiry date during or after this 7 day period, no Repair Request would be considered without written consent from the Administrators.
30. Multiple failures submitted at the same time will be considered and treated as one Repair Request with a single Repair Request Limit.
31. **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 customer's Plan, 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 including sexual harassment in any form.**

TERMS & CONDITIONS

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 Repair and Maintenance Plan (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 non-standard components or equipment not approved by the manufacturer of the Vehicle.
- (c) If the odometer 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 Failure due to lack of fuel, 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 Repair and Maintenance Plan repair is in progress.
8. Liability, which attaches to the Repair and Maintenance Plan 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. Please refer to the dedicated servicing requirements outlined and applicable to this Plan.
12. Any faults or defects deemed to have been present at the time of Repair and Maintenance Plan inception.
13. The cost of any servicing or service items.

AUTOGUARD ROADSIDE ASSISTANCE & RECOVERY WITH CALL ASSIST

IN THE EVENT OF A BREAKDOWN CALL UK 01206 812 780

IN THE EVENT OF BREAKDOWN

Call Our emergency helpline on: -
UK 01206 812 780

Section A – Roadside Assistance
(see page 18 for full details)

Section B – Nationwide Recovery in the UK
(see page 19 for full details)

Section C – Homestart in the UK
(see page 19 for full details)

Section D – Emergency Key Protection
(see page 20 for full details)

Section E – What This Service Does Not Provide
(see page 21 for full details)

Please be prepared to provide the operator with the following information:

- Your Plan agreement number
- Your name
- Exact location of Vehicle
- Nature of Breakdown
- Registration number of Vehicle

We will then arrange for one of Our recovery operators to attend the given location, as quickly as possible.

Our helpline is available 24 hours a day, 365 days a year.

LEVEL OF ASSISTANCE
As defined on Your Agreement Form.

CHANGE OF ADDRESS
Assistance at Your Home is only covered at the address registered at inception. If You change address please notify Us immediately.

PERIOD OF ASSISTANCE
The roadside Breakdown assistance is for the period as stated on Your Agreement Form.



Call Assist Limited, Axis Court, North Station
Road, Colchester, Essex CO1 1UX
UK Breakdown Tel: 01206 812 780

Call Assist Limited operates the 24-hour motoring assistance helpline.

This document sets out the terms and conditions of Your Autoguard recovery and it is important that You read it carefully. There are different levels of assistance available.

DEFINITIONS

MEANING OF WORDS

Wherever the following words and phrases appear in this document, they will always have the following meanings.

WE, US, OUR

Call Assist Limited, Axis Court, North Station Road, Colchester, Essex CO1 1UX, Registered Company Number 3668383.

In the Data Protection Act section of this Repair and Maintenance Plan 'We' also means Autoguard Warranties Ltd.

VEHICLE REPAIR AND MAINTENANCE PLAN

This Repair and Maintenance Plan includes Breakdown assistance for the specific Vehicle (or Vehicles) shown on Your Agreement Form. These are the only Vehicles that this assistance applies to.

YOU, YOUR, DRIVER

The Repair and Maintenance Plan holder named on the Plan or any person driving the Vehicle, and any passengers in the Vehicle. (We will only help up to seven people, including the Driver.)

VEHICLE(S)

Vehicle means the private car or motorcycle which is:

- no longer than 5.1 metres;
- no heavier than 3,500 kilograms;
- no higher than 1.95 metres; and
- no wider than 2.1 metres;

as shown on Your Agreement Form; this only applies under the Vehicle Repair and Maintenance Plan.

If the Vehicle You are in breaks down while You are towing a caravan or trailer, We will recover the Vehicle and the caravan or trailer, as long as the caravan or trailer is not more than:

- 8 metres long;
- 3 metres high; and
- 2.55 metres wide.

The assistance You hold will be set out in the accompanying Agreement Form. If changes are made, these will be confirmed to You separately in writing. Each section of assistance explains what is and is not included. The 'What is not covered' section applies to all sections of the assistance, and there are general conditions that You must follow so You are entitled to the assistance.

The Vehicle You are travelling in must carry a serviceable spare tyre and wheel, and a key that will let Us remove a wheel secured by wheel nuts for the Vehicle, caravan or trailer, if it is designed to carry one.

If the Vehicle is not carrying the equipment it is designed to, We will only be able to provide You with a local recovery.

YOUR HOME

The last address (in the UK) You gave to Autoguard Warranties Ltd as being where You permanently live or where You keep Your Vehicle. You must have started out from Your Home on Your Journey for assistance to apply.

BREAKDOWN

Not being able to use the Vehicle because of:

- a mechanical Breakdown;
- an accident;
- vandalism;
- a fire;
- a theft or an attempted theft;
- a flat tyre;
- a flat battery;
- it having no fuel; or
- putting the wrong fuel into it.

TERRITORIAL LIMITS

UK, which is Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

PERIOD OF ASSISTANCE

The period of time which the assistance applies to that is shown on Your Agreement Form.

JOURNEY

A trip between Your Home in the UK and a place within the Territorial Limits. The trip must not be longer than 31 days in a row, or not more than 90 days in total during the Period of Assistance.

LUGGAGE

Suitcases or other bags that contain personal belongings for Your Journey.

TERMS & CONDITIONS

The assistance provided under each section is governed by the general conditions and the 'What this service does not provide' section' shown in sections E and F.

HOW TO CONTACT US FOR HELP

To get UK emergency help, phone: 01206 812780.

Text messaging is available if You are deaf, hard of hearing or have speech difficulties. Please text Your full name, Repair and Maintenance Plan agreement number, Vehicle registration and Repair and Maintenance Plan postcode to 07537 404890.

You should have the following information available.

- The Vehicle's registration number
- Your name, Home postcode and contact details
- Your Repair and Maintenance Plan agreement number
- The make, model and colour of the Vehicle
- The location of the Vehicle
- An idea of what the problem is
- An SOS box number (if this applies).

We will take Your details and ask You to stay by the phone. Once We have made all the arrangements, We will call or text You to advise who will be coming out to You and how long they are expected to take. You will then be asked to return to Your Vehicle.

SAFETY

Please take reasonable care at all times but stay near Your Vehicle until Our recovery operator arrives. Once Our operator arrives at the scene, please listen to their safety advice. If the police are present, please tell them that You have contacted Us or give them Our phone number to call Us for You.

HELP ON MOTORWAYS

If You break down on the motorway, go to the nearest SOS emergency phone box. Ask the police to contact the 24-hour emergency helpline on the number shown above.

You will only be able to use the services We provide by contacting the emergency helpline number.

SECTION A - ROADSIDE ASSISTANCE

What is Included

- If the Vehicle breaks down more than one mile from Your Home, We will arrange and pay for a Breakdown Vehicle to come to the Vehicle (for up to one hour) to try to get it working again.
- If the Vehicle cannot be made safe to drive at the place You have broken down, We will arrange for the Vehicle, the Driver and up to six passengers to be recovered to one of the following locations, taking Your circumstances into account within 15 miles.
 - Your original destination;
 - Your original departure point; or
 - a suitable local garage for it to be repaired. You must pay the cost of any repairs*.
- If You lose or break Your Vehicle keys, We will pay for the call-out and mileage back to Our rescue operator's base. You will have to pay all other costs.
- We will pass on up to two messages to either Your Home or place of work to tell them about Your situation.

What is Not Included

- A Breakdown at or within one mile from Your Home.
- Travel outside the UK.
- Anything mentioned in the 'What this service does not provide' section (Please see section E).

** If the failed component falls within the scope of Your Repair and Maintenance Plan then the Repair and Maintenance Plan Repair Request procedure must be followed. You may then be able to get the repair cost partly or completely refunded.*

TERMS & CONDITIONS

SECTION B - NATIONWIDE RECOVERY IN THE UK

The assistance in this section applies as well as the assistance shown in section A.

What is Included

If the Vehicle cannot be made safe to drive at the place You have broken down, and cannot be repaired the same day at a suitable local garage, We will choose the most appropriate solution from one of the following options, taking Your circumstances into account.

Option 1: nationwide recovery: If You ask, We will take the Driver and up to six passengers, together with the Vehicle, to either where You were originally travelling to or Your Home address. We will then arrange for the Vehicle to be taken to a suitable repairer for it to be repaired at Your cost, as long as this can be done in one Journey.

Option 2: overnight accommodation: We will pay the costs for bed and breakfast for one night only. We will pay up to £40 (inc VAT) for each person (up to a total of £280 (inc VAT per event)).

Option 3: 24-hour UK hire Vehicle: We will pay (up to £100) for a hire Vehicle (with an engine of up to 1600cc for up to 24 hours). You will be responsible for returning the hire Vehicle and collecting Your repaired Vehicle. You must meet the conditions of the hire-car company to be able to hire a car.

EMERGENCY DRIVER

As well as the above, if during the Journey, the Driver cannot drive because of an injury or illness they have gained, and there is no one else able or qualified to drive the Vehicle, We will provide, and pay for, a Driver to finish the Journey or return the Vehicle and passengers to the place You were originally travelling from. You will need to provide a medical certificate for the Driver before We provide this service.

What is Not Included

- A Breakdown at or within one mile from Your Home
- Travel outside the UK
- Anything mentioned in the 'What this service does not provide' section'. (Please see section E).

SECTION C - HOMESTART IN THE UK

The assistance in this section applies as well as the assistance shown in sections A (and B).

What is Included

- If the Vehicle breaks down anywhere at or within one mile from Your Home, We will arrange and pay for a Breakdown Vehicle to come to where You are for up to one hour to try to get the Vehicle working again.
- If the Vehicle cannot be made safe to drive at the place You have broken down, We will arrange and pay for the Vehicle, the Driver and up to six people to be taken to a suitable local garage (normally within 15 miles), for it to be repaired. You must pay the costs of any repairs.

What is Not Included

- Travel outside the UK.
- Anything mentioned in the 'What this service does not provide' section. (Please see section E).

TERMS & CONDITIONS

SECTION D - EMERGENCY KEY PROTECTION

The assistance in this section applies as well as the assistance shown in sections A (and B, C, D).

What is Included

- **Theft or loss of Your keys** - if Your Vehicle keys are stolen or lost anywhere in the UK, including Channel Isle and Isle of Man, You must report stolen keys to the police, obtaining a crime reference, and both lost and stolen keys to Call Assist who will arrange for a suitable contractor to attend the scene. Upon validation of Your call out We will reimburse You for the cost of Your key or lock replacement up to the Repair and Maintenance Plan limit of £500.
- **Broken or locked in keys** - if Your keys are locked in Your Vehicle, house or office or broken in any lock denying You access to Your Vehicle, You must report this event to Call Assist who will arrange for a suitable contractor to attend the scene and upon validation of Your call out We will reimburse You for the cost of gaining access and if necessary provide reimbursement for a replacement key, or repair or replacement of the damaged lock, up to the Repair and Maintenance Plan limit.
- **Stranded due to theft or loss of Vehicle key** - if You are stranded more than 20 miles away from Home by theft or loss of Your Vehicle keys and have no access to Your Vehicle We will pay £75.00 per day including VAT for Vehicle hire, for up to 3 days. As an alternative, public transport or taxi fares may be payable. Call Assist must be notified of the circumstances first and any car hire must be arranged through them.

What is Not Included

- All costs incurred where You have not notified Call Assist within 48 hours of discovery of the incident.
- Any call out for theft of keys which is not reported to the police within 48 hours of the incident and a crime reference number obtained.
- Keys lost, or broken in a lock by someone other than You.
- Keys stolen from someone other than You.
- Any call outs where You cannot provide valid receipts or tickets.
- Any car hire not arranged via Call Assist.
- Any car hire charges after the third day of hire.
- The balance of transport over the maximum limit of £75 a day.
- Any call out for replacing locks when only parts need changing.
- Any call out for damage to locks by Wear and Tear, mechanical or electrical Breakdown, cleaning, repairing, restoring or anything which happens gradually.
- Any call out for additional or duplicate keys.
- Locks that are damaged prior to the loss or theft of keys.
- Replacement locks or keys of a higher standard or specification than those replaced.
- Charges or costs incurred where Call Assist arranges for the attendance of a contractor at a particular location and You fail to attend.
- Charges or costs incurred where You make alternative arrangements with a third party once Call Assist has arranged for a contractor to attend a particular location unless otherwise agreed by Us.
- Loss or damage to any other property other than Your keys and locks.
- Any loss of earnings or profit You may suffer as a result of loss or theft of Your keys or any keys broken in the lock.
- Any assistance arising from any deliberate or criminal act by You.
- Any assistance where You have not taken all steps to safeguard the insured keys and locks.
- Anything mentioned in 'What this service does not provide' and General Conditions.

TERMS & CONDITIONS

SECTION E - WHAT THIS SERVICE DOES NOT PROVIDE

THIS SECTION APPLIES TO ALL PARTS OF THIS REPAIR AND MAINTENANCE PLAN'

We Will Not Provide Assistance for the Following

1. Any Breakdown that happens during the first 24 hours after You take out assistance for the first time, except for the service shown under section A, which are available immediately.
2. The cost of fuel or any spare parts needed to get the Vehicle working again, or any costs that arise from not being able to get replacement parts. You will be responsible for the cost of draining or removing contaminated fuel.
3. The cost of paintwork and other cosmetic items.
4. Labour costs for more than one hour of roadside help.
5. Any Breakdown or recovery outside the Period of Assistance.
6. The cost (and guaranteeing the quality) of repairs when the Vehicle is repaired in any garage the Vehicle is taken to.
7. Any costs for Vehicles, which have not been maintained and used in line with the manufacturer's recommendations.
8. Any call-out or recovery costs in the UK after a Breakdown where the police or other emergency services insist on the Vehicle being picked up immediately by another organisation. You will have to pay, by credit or debit card, any fees to store or release the Vehicle.
9. Any toll or ferry fees incurred by the Driver or the Driver of the recovery Vehicle whilst transporting Your Vehicle unless the Breakdown occurs in Europe and valid European assistance is held, in which case these fees would be included by the Repair and Maintenance Plan with the repatriation of the Vehicle.
10. Help or recovery if the Vehicle is partly or completely buried in snow, mud, sand or water.
11. Damage or costs that arise from Us trying to get into the Vehicle after You have asked for help.
12. Losses of any kind that come from providing, or delaying providing, the services this assistance relates to. (For example, a loss of earnings, the cost of food and drink and costs We have not agreed beforehand.)
13. Loss or damage to personal possessions You leave in Your Vehicle.

14. Moving animals. We will decide whether or not to move any animal from the Vehicle, and if We agree to do this, it will be completely at Your own risk and cost.
15. Any costs for Vehicles that have broken down or were not safe to drive when assistance was taken out.
16. The costs of getting a spare wheel or tyre for a roadside repair if the Vehicle does not have one. We will not pay the costs of arranging for a wheel that is secured by locking wheel nuts to be removed, if the Driver is not able to provide a key to do this.
17. The recovery of the Vehicle and passengers if repairs can be carried out at or near the scene of the Breakdown within the same working day. If recovery takes place We will only recover to one address in respect of any one Breakdown.
18. Any costs if the Vehicle has been altered for, or is taking part in, racing, trials or rallying.
19. Any cost that You can get back under any other insurance policy or under the service provided by any motoring organisation.
20. Recovering the Vehicle when it is carrying more than a Driver and the recommended number of passengers according to the manufacturers' specifications, if there is more weight in the Vehicle than it was designed to carry or You are driving on unsuitable ground.
21. Any request for service where You have not taken remedial action within two working days after a previous Breakdown or temporary repair.
22. Recovery or help if the Vehicle is heavier than 3,500 kilograms, longer than 5.1 metres, higher than 1.95 metres or wider than 2.1 metres.
23. Recovery or help if You are hiring the Vehicle out to carry people in return for money, unless We have agreed this with You.
24. Vehicles that have faults with electric windows, sunroofs, wipers, heaters, de-misters or locks not working, unless the fault happens during the course of a Journey and this affects Your safety.
25. Recovery or help if the Vehicle is being used to carry commercial goods.
26. Any call out that comes from:
 - any person driving the Vehicle, if You know they do not have a valid licence to drive in the UK; or
 - any person driving the Vehicle, if they are not authorised by You to drive the Vehicle or are not keeping to the conditions of their driving licence.

TERMS & CONDITIONS

27. Any use that comes from a poor-quality repair or a repair that has been attempted without Our permission during the same trip.
28. Any loss or damage caused to the Vehicle or any loss or cost arising from or contributed to by:
 - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
29. Loss or damage caused by war, revolution or any similar event.
30. Delays or failure in delivering service to You due to any extraordinary event or circumstance which is outside Our reasonable control, such as severe weather conditions.
31. Mobile phone, phone call and postage costs are not provided under Your Repair and Maintenance Plan in any circumstances.
32. Any costs relating to the caravan or trailer if the caravan or trailer is not attached to the Vehicle at the time of the Breakdown.
33. We will not provide assistance or provide any service if doing so would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

SECTION F – GENERAL CONDITIONS APPLYING TO ALL PARTS OF THIS REPAIR AND MAINTENANCE PLAN

1. The Vehicle must be permanently registered in the UK and, if appropriate, have a current MOT certificate and valid road fund licence or tax. The Vehicle should be kept in a good condition and have been serviced regularly in line with the manufacturer's recommendations. It must be less than 16 years old since first registration (11 years since first registration if You want help within Europe).
2. We can ask for proof of outbound and inbound travel dates.
3. If We arrange for temporary roadside repairs to be carried out after damage to the Vehicle, or We take the Vehicle to the place You have chosen, We will not be legally responsible for any more help in the same incident.
4. We have the right to refuse to provide a service if You or Your passengers are being obstructive in allowing Us to provide the most appropriate help or if You or they are abusive to Our rescue controllers or Our recovery operators.

5. We will not provide any service unless You contact Us using the emergency phone numbers provided. You must not try to Plan any agent or repairer direct.
6. You are responsible for keeping the Vehicle and its contents safe, unless You are not able to or You have an arrangement with Us or Our agent. You must be with the Vehicle at the time We say We expect to be there.
7. You must quote Your Plan agreement number when You call for help and have the relevant documents needed by the repairer, recovery specialist or Our chosen agent.
8. You will have to pay the cost of moving the Vehicle or a repair Vehicle coming out to You if, after asking for help which You are entitled to, the Vehicle is moved or repaired in any other way, or You have provided location details which are incorrect. The payment must be by credit or debit card.
9. We are not responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on Your instructions or the instructions of any person acting on Your behalf. You are responsible for ensuring the quality of any repair.
10. If We pay a call out under any assistance provided by this Repair and Maintenance Plan, We will be entitled to ask for all reasonable help from You to take action in Your name to get back Our costs from another organisation.
11. Costs incurred in addition to a standard callout where service cannot be undertaken at the roadside because the Vehicle is not carrying a serviceable spare wheel, aerosol repair kit, appropriate jack or, the locking mechanisms for the wheels are not immediately available to remove the wheels. This does not apply to motorcycles or scooters.
12. We have the right to choose a suitable garage that can carry out a repair, which You must pay for, as long as the garage can carry out the repairs within the time limits We have given. You must make the payment by credit or debit card.
13. If You agree to a temporary roadside repair, You will be responsible for any costs or any damage to the Vehicle it suffers if You continue to drive the Vehicle as if a permanent repair had been carried out. You acknowledge that a temporary roadside repair is aimed only to allow You to drive the Vehicle to a suitable facility so a permanent repair can be carried out.

TERMS & CONDITIONS

14. If the Vehicle needs to be taken to a garage after a Breakdown, the Vehicle must be in a position that makes it reasonable for a recovery Vehicle to pick it up. If this is not the case, You will have to pay any specialist recovery fees by credit or debit card.
15. You will have to pay, by credit or debit card, for any parts or other products used to repair the Vehicle.
16. We will not arrange for help if We think that it would be dangerous or illegal to repair or move the Vehicle.
17. If You are covered for Breakdown by any other insurance policy or warranty, You must tell Us.
18. If You are not willing to accept Our decision or Our agents' decision on the most suitable type of help, We will not pay more than £100 for any one Breakdown and You will be responsible for any other costs due in recovering and repairing Your Vehicle.
19. We cannot guarantee that hire cars will always be available and We are not responsible if they are not available. We will do Our best to arrange a Vehicle of the same size as Yours, but We cannot guarantee that there will be tow bars, bike racks, roof boxes, or accessories included. You must meet the conditions of a hire-car company to hire a Vehicle.

OUR PROMISE

We want to give You the best possible service. If You are not happy with Our service, the procedure below explains what You should do.

COMPLAINTS PROCEDURE

To make a complaint please write to:

Customer Services, Call Assist Limited, Axis Court, North Station Road, Colchester, Essex CO1 1UX.

Please include the details of Your Repair and Maintenance Plan and in particular Your Plan agreement number, to help Your enquiry to be dealt with speedily.

We promise to:

- Acknowledge Your complaint within three working days of receiving it;
- Have Your complaint reviewed by a senior member of staff;
- Tell You the name of the person managing Your complaint when We send Our acknowledgement letter; and
- Respond to Your complaint within eight weeks. If this is not possible for any reason, We will write to You to let You know when We will contact You again.

DATA PROTECTION ACT

YOUR PERSONAL INFORMATION

We (defined in the policy wording as Call Assist Ltd, who acts as Joint Data Controller together with Autoguard Warranties) use, maintain and collect personal information in order to provide the service detailed within this Repair and Maintenance Plan. All personal information is safeguarded with appropriate levels of security and in accordance with prevailing Data Protection legislation which may include the Data Protection Act 1998, the General Data Protection Regulation (EU) 2016/679 (the GDPR) and all other Applicable Laws in addition to any successor or replacement legislation relating to the processing of personal data.

PRIVACY NOTICE

The details provided here are a summary of how We use, collect, share, transfer and store Your information. For Our full Privacy Policy please follow this link - www.call-assist.co.uk/privacy-policy. Enquiries in relation to data held by Us should be directed to the Data Protection Officer, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX or by emailing DPO@call-assist.co.uk.

For the full Autoguard Warranties Privacy Policy please follow this link - www.autoguardwarranties.com/privacy-policy.

SHARING YOUR INFORMATION

We will only share Your information in the following circumstances:

- It is with the regulatory bodies, including but not limited to the Financial Conduct Authority ("FCA"), Financial Services Authority ("FSA"), Financial Services Commission ("FSC")
- It is with fraud prevention and credit reference agencies
- It is required by law
- It has been authorised by You
- It is provided to Recovery Operators or other suppliers as required to fulfil Our contractual and legal obligations in this Repair and Maintenance Plan and in which case Your personal information will be limited to the minimum information ordinarily required for service provision: additionally, these suppliers will only be able to use Your information to provide the specific service described in this Repair and Maintenance Plan.

TERMS & CONDITIONS

YOUR RIGHTS

Under the terms of Data Protection legislation You have a number of rights in relation to the information We hold about You. This includes the right to:

- Ask for a free copy of any personal information We hold about You
- Ask for correction of any information held. Any inaccurate or misleading data will be corrected as soon as possible
- Object to the use of Your personal information for direct marketing
- Withdraw any permission You have previously given to Us to process Your personal data except where this is critical to Us fulfilling Our contractual and legal obligations
- Complain to the Information Commissioner's Office at any time if You are not satisfied with Our use of Your information
- Ask for Your personal data to be deleted or removed from Our system/database. Please note that there are times when We will not be able to delete Your information. This may be as a result of fulfilling Our legal and regulatory obligations or where there is a minimum statutory period of time for which We have to keep Your information. If We are unable to fulfil a request We will always let You know Our reasons.

Should You wish to exercise any of Your rights under the Data Protection legislation, please direct all enquiries to the Data Protection Officer, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX; email DPO@call-assist.co.uk.

HOLDING AND COLLECTING YOUR INFORMATION

The information We hold about You is shared with Us by the Autoguard Warranties and includes such personal information as Your name, address, contact details, date of birth. Where relevant, We collect special categories of data such as details regarding Your health.

We also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjustors and/or suppliers appointed in the process of handling a request for Breakdown assistance.

USING YOUR INFORMATION

The main reason We hold, use and collect Your personal and/or special categories of data is because We need it to manage Your Repair and Maintenance Plan and provide You with Our services, such as handling a Breakdown assistance request.

We will also use Your information where We feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile You); carrying out research and analysis (including profiling); and recording and monitoring calls.

KEEPING YOUR INFORMATION

Your data is considered to be an important asset to Us and as such We make every effort to ensure the necessary measures are in place to prevent unauthorised or inappropriate access, use, modification, disclosure or destruction of Your data.

Measures We take to keep Your data secure include, but are not limited to:

- Making regular backups of files
- Protecting company file servers and workstations with virus scanning software
- Using a system of passwords so that access to data is restricted
- Allowing only authorised staff into certain computer areas in the company
- Using data encryption techniques to code data when in transit
- Ensuring that staff are only given sufficient rights to any systems to enable them to perform their job function

USE AND STORAGE OF YOUR INFORMATION

We only keep Your information for as long as is necessary in providing Our services to You and/or to fulfil Our legal and regulatory obligations.

Your information may be transferred to, stored or processed outside the European Economic Area (EEA). We will not transfer Your information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or We have taken all reasonable steps to ensure the firm has suitable standards in place to protect Your information. For further information, please refer to Our Privacy Policy at www.call-assist.co.uk/privacy-policy.

DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this Repair and Maintenance Plan.

Absolute Discretion

This means We have full authority to make decisions under the terms of this booklet. The fund will be used at our full Absolute Discretion in order to get you back on the road as soon as possible. We can decide how and when to act without needing to ask for Your agreement or explanation. It doesn't mean We must always act in a way that benefits or protects You (or Us), unless these terms state so or the law requires it.

Example: The fund allow Us to reserve the right and approve the use of reconditioned, remanufactured, refurbished or exchange parts at our full Absolute Discretion.

Administrator

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

Agreement Form

Confirmation of the Vehicle, the Repair and Maintenance Plan holder's details, Repair and Maintenance Plan duration, type of cover selected and Repair Request Limit applicable.

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.

Betterment

Is a contribution from the Repair and Maintenance Plan 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.

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 Repair and Maintenance Plan.

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 Failure

Shall mean internal failure which is hereby defined as the actual 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, which ultimately results from Wear and Tear is excluded from the scope of cover afforded by this Repair and Maintenance Plan.

Period of Cover

The Repair and Maintenance Plan 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 Repair and Maintenance Plan is also stated on the Agreement Form.

Repair and Maintenance Plan

The Repair and Maintenance Plan is a pre-paid Plan, delivering any servicing, repairs and/or maintenance over the specified period subject to the terms and conditions outlined in this booklet. The Plan is between You, the legal owner of the Vehicle as named on the Agreement Form and the Administrator. By accepting this Plan You are indicating Your willingness to enter into a Plan that covers the Vehicle, should it require a repair, as defined by the length of Plan and the Repair Request Limit as detailed on the Agreement Form.

Please note that this Repair and Maintenance Plan is not an insurance product.

This Repair and Maintenance Plan 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.

Repair Request

Shall mean the process You need to follow to notify Us that Your Vehicle has experienced a Mechanical Failure.

NOTE

Please note, shortly before your renewal date we may attempt to contact you as a reminder and as part of our continued service to you, to explore any renewal options you may wish to consider.

THE AUTOGUARD APP

Easily access and manage your Autoguard cover anytime, anywhere. With the Autoguard App, you can view your policy details, monitor your products, and stay in control. All at the touch of a button. Designed for convenience, the app puts everything you need right at your fingertips.

1

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