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Service Contract Handbook





FLEETBAND

By buying a vehicle with 'Fleetband' 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 components can happen to anyone. With the Fleetband 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 service requirements of this service contract (please refer to page 9).

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 mechanical breakdown sudden and unexpected 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 reference 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

- Vehicle Recovery
- Continental Use

Please see page 8 & 9 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.



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 purchased it separately.

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

PREMIER - COMPONENTS COVERED BY THIS SERVICE CONTRACT

ALL MECHANICAL AND ELECTRICAL COMPONENTS OF THE vehicle THAT WERE MANUFACTURER'S ORIGINAL FITMENTS EXCEPT THOSE LISTED BELOW.

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 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, fuel tank, wheels and tyres. Air bags or disposal of air bags.
- Computer units, tachographs, cellular telephone equipment, satellite navigation system, two way radios, radio/cassette/cd players or any other component within the in-cab entertainment system.
- 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, glow plugs, all pipes, all hoses, remote controllers, keys and key fobs.
- Blocked, porous or seized components.
- Brake calipers and caliper motors.
- Software, firmware or "flash" updates for any component.
- Clearing or cleaning of fuel lines or components, contamination of fuel system by incorrect fuelling.
- Clutch release bearing, concentric slave cylinders, centre plate and friction material.
- Electrical connections, LEDs, LCDs, all internal and external lamps, wiring looms and batteries.
- Exhaust system and catalytic converters including but not limited to manifolds, mufflers, brackets, exhaust valve actuators and mountings. Including de-pollution or diesel particulate filters and systems.
- EGR valves & systems, unless additional fee has been paid.
- Carbonised, pitted, corroded, burnt or sticking components.
- Water ingress and damage caused to any component by water ingress.
- Road springs, shock absorbers, shackle pins, all mountings, bushes and ball joints.
- Nuts, bolts and mounting brackets.
- Seals & gaskets of any description, save where specifically covered, including but not limited to sealing compounds, silicone sealant and liquid gaskets.

NOTE

Paint - the painting of parts replaced under service contract will not be covered. Those components covered are covered against mechanical breakdown.

The replacement of oil filters, lubricants, antifreeze and fluids is included provided the replacement is necessitated by the failure of a warranted component and the vehicle is not within 1,000 Kms of its next due service.

External oil leaks are specifically excluded.

Please note: Wheel bearing failure will be covered on vehicles up to 6 years old or 100,000 Kms - whichever comes first.

Please note: 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.

Please note: The maximum contribution for diagnostics is £65 on a valid repair request.

SUPREME - COMPONENTS COVERED BY THIS SERVICE CONTRACT

This service contract covers the vehicle against the breakdown of mechanical and electrical components listed under the following headings. Any item not specifically mentioned is not covered.

ENGINE

Rocker gears, push rods, cylinder heads, valves (excluding burnt out or pitted valves), guides and springs, cylinder block, liner and liner seals, pistons and rings, connecting rods and bearings, crankshaft and bearings, camshaft and followers including hydraulic followers, oil pump, drive shafts, timing chains and sprockets, timing gears, starter ring and turbochargers.

COOLING SYSTEM

Water pump, head gasket, cooling fan.

MANUAL OR AUTOMATIC GEARBOX

All casings and internal parts including transfer boxes, overdrive units, torque converters and PTO units (only if supplied as original equipment) but excluding external linkages and controls.

DRIVING AXLES

Casings, crown wheel and pinions, differential units, differential locks, axle half shafts, rear half shafts, rear hubs, hub reduction gears and bearings.

PROPSHAFTS

Mechanical failure of the propshafts including universal joints and bearings.

DIFFERENTIAL AND DRIVELINE

Differential or driveline including half shafts, external drive shafts, universal joints and c/v joints where fitted.

ELECTRICS

Starter motor, alternator, distributor, wiper motor and coil.

FUEL SYSTEM

Fuel pump, lift pump and fuel injection pump (excluding injectors, pipes, linkages and all other parts associated with the fuel system).

STEERING

Steering rack and pinion, steering box, idler box, power steering unit including pump and reservoir (but excluding power steering belts, external links and joints, rubber boots and swivel pins).

BRAKING SYSTEM

Master cylinder, foot valve, air brake chambers (actuators) and servo.

NOTE

Service and sundry materials including (but not limited to) clips, fastenings, mountings, oils, fluids, belts and filter elements are not covered.

Paint - the painting of parts replaced under service contract will not be covered. Those components covered are covered against mechanical breakdown. The replacement of oil filters, lubricants, antifreeze and fluids is included provided the replacement is necessitated by the failure of a warranted component and the vehicle is not within 1,000 Kms of its next due service.

External oil and fuel leaks are specifically excluded.

Please note: 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.

Please note: The maximum contribution for diagnostics is £65 inclusive of VAT on a valid repair request.

DRIVELINE - COMPONENTS COVERED BY THIS SERVICE CONTRACT

This service contract covers the vehicle against the breakdown of mechanical and electrical components listed under the following headings. Any item not specifically mentioned is not covered.

ENGINE

Rocker gear, push rods, cylinder heads, valves (excluding burnt out or pitted valves) guides and springs, cylinder block, liner and liner seals, pistons and rings, connecting rods and bearings, crankshaft and bearings, camshaft and followers, oil pump, drive shafts, timing chains and sprockets, timing gears and starter ring.

COOLING SYSTEM

Water pump and head gasket.

MANUAL OR AUTOMATIC GEARBOX

All casings and internal parts including transfer boxes, overdrive units, torque converters and PTO units (only if supplied as original equipment) but excluding external linkages and controls.

DIFFERENTIAL AND DRIVELINE

Differential or driveline including half shafts and external drive shafts.

DRIVING AXLES

Casings, crown wheel and pinions, differential units, differential locks, axle half shafts, rear hubs, hub reduction gears and bearings.

NOTE

Service and sundry materials including (but not limited to) clips, fastenings, mountings, oils, fluids, belts and filter elements are not covered.

Paint - the painting of parts replaced under service contract will not be covered. Those components covered are covered against mechanical breakdown. The replacement of oil filters, lubricants, antifreeze and fluids is included provided the replacement is necessitated by the failure of a warranted component and the vehicle is not within 1,000 Kms of its next due service.

External oil and fuel leaks are specifically excluded.

Please note: 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.

Please note: The maximum contribution for diagnostics is £65 inclusive of VAT on a valid repair request.

ADDITIONAL COVERAGE

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.

CONTRIBUTION TO VEHICLE REPLACEMENT

Subject always to the maximum liability and the administrator having admitted liability for the mechanical breakdown, the administrator will pay the service contract holder a contribution towards the cost of hiring a replacement vehicle in the event that the manufacturer's book time to rectify the mechanical breakdown exceeds 8 hours.

VEHICLE HIRE & RECOVERY

Maximum repair request liabilities per repair request:

VEHICLES UNDER 7.5 TONNE GVW (GROUPS A TO C INCLUSIVE)			
SERVICE CONTRACT	VEHICLE HIRE	PERIOD	RECOVERY
Driveline	Up to £30 per day	Up to 7 days	£150 per repair request
Supreme	Up to £50 per day	Up to 7 days	£250 per repair request
Premier	Up to £50 per day	Up to 7 days	£400 per repair request

VEHICLES OVER 7.5 TONNE GVW (GROUPS D TO F INCLUSIVE)			
SERVICE CONTRACT	VEHICLE HIRE	PERIOD	RECOVERY
Driveline	Up to £30 per day	Up to 7 days	£150 per repair request
Supreme	Up to £100 per day	Up to 7 days	£250 per repair request
Premier	Up to £100 per day	Up to 7 days	£400 per repair request

CONTINENTAL USE

Cover under this service contract may only be granted to individuals residing or bodies corporate, registered in the UK. The territorial limits of the Service contract are extended to cover the vehicle whilst in the European Union provided always that:

1. The administrator's liability for any repair request shall not exceed the equivalent UK rate for labour charges and the relevant manufacturer's list prices for parts operative at the date of repair request.
2. The service contract holder may, in the European Union only, authorise minor repair work themselves and repair request reimbursement in accordance with the terms of the Service contract from the Administrator against a receipted invoice.



SERVICE REQUIREMENTS

In order to keep your service contract valid you must adhere to the service requirements below.

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 Kms or 12 months from date of purchase (whichever comes first). The service must be completed at a VAT registered garage and must be completed as per the manufacturer's recommendations.

An inspection of the vehicle must be carried out within 13 weeks of purchase. HGV's must have periodic inspections carried out as per the owners operators licence to ensure road worthiness is maintained.

HOW TO MAKE A REPAIR REQUEST

Where possible you should obtain prior authority to carry out repairs, any repairs undertaken without prior authority may invalidate your claim *(see below)

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.

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.

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 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.

Please note: 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.

*IMPORTANT NOTE

Any repairs carried out without prior authority will need to be accompanied by the following evidential documentation for consideration.

- 1) Diagnostic or photographic printout
- 2) Detailed VAT Parts purchase invoice.
- 3) Detailed VAT Repair invoice
- 4) Complete service history.

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

TERMS OF CONDITIONS

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

1. Fleetband Warranty Services on behalf of the service contract holder will provide administration and repair request services in connection with mechanical breakdown as set out in the 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 Fleetband Warranty Services receives the full fee for the service contract. Fleetband Warranty Services 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 air port), 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 Contract of 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 document.
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 document. 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 and to carry out repairs under this service contract or to arrange for their provision by other persons.

7. The maximum repair request 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.

8. The amount of time allowed for labour will be according to Autodata times and the labour rate will be specific to each dealers agreed terms. The

Administrator reserves the right to examine the vehicle and failed part, 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 limit and the terms and conditions of your service contract.

9. Services must be carried out in accordance with the schedule described in the service requirements section of this service contract (page 7) - you must keep all the service invoices in the event of any repair request.

10. 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.

11. 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.

12. 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.

13. 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.

14. The cost of any servicing or service items.

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

TERMS OF CONDITIONS - continued

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. If your vehicle is found to be fitted with any form of fuel tamper device then your service contract will be void.

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) The use of a grade of fuel not recommended by the manufacturer of the vehicle or the ingress of foreign matter into fuel, lubricants or cooling system. The use of inadequate or improper antifreeze protection.
 - (iii) Routine servicing maintenance or repair of the vehicle or from negligence, abuse or wilful damage.
 - (iv) The subjecting of the vehicle to a load greater than that permitted by the manufacturer's recommendations.
 - (v) 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.
 - (vi) 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.

TERMS OF CONDITIONS - continued

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 fuel, anti-freeze, 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 the service contract inception.
13. The cost of any servicing or service items.

PRIVACY POLICY

COLLECTING AND SHARING YOUR DATA

Your personal details and any other information supplied by you is what we shall define as personal data for the purposes of this policy.

Regardless of how you have supplied your personal details to us, we will never use or share them without a lawful reason to do so. At a minimum, we'll use them to deliver the service you wanted to receive.

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) or the 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 other suppliers as required to fulfil our contractual and legal obligations in any service contract between you and us. In addition, these suppliers will only be able to use your personal data to provide the specific service that they have contractually agreed to deliver.

HOW WE PROTECT YOUR DATA

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 authorized 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.

Where we use third parties to process your personal data, we require them to ensure the safety of your data by signing a GDPR Compliance Contract

Your privacy is extremely important to us. We're committed to protecting any personal data you've given us, and we comply with all relevant data protection laws.

This means that:

- We take full responsibility for the data we hold about you
- We will protect your privacy at all times
- We will never sell your personal data

Autoguard Warranties Limited and any of its affiliate trading names will be known as the 'Data Controller' of the personal data you provide to us. Autoguard's company registration number is 6574030 and its registered address is Building 5, Archipelago Office Park, Lyon Way, Camberley, Surrey, GU16 7ER.

WHAT DATA DO WE COLLECT?

The personal data we collect might include the following:

- Name and Titles;
- Address;
- Email address;
- IP address (Automatically Collected);
- Web browser type and version (Automatically Collected);
- Operating system (Automatically Collected);
- Data regarding what pages are accessed and when. (Automatically Collected);
- Phone number;
- Date of Birth;
- Vehicle Information.

If you purchase a product from us, your payment card information is not held by us.

CALL RECORDING

We record our calls and other means of communication for the following:

- Quality control and training;
- Meeting any legal obligation;
- Protecting your vital interests;
- Prevention or detection of fraud or crime;
- For the legitimate interests of the data controller.

WHEN DATA IS COLLECTED

We collect your personal data when:

- You purchase our products and services or those provided by us or our service providers;
- You make enquiries;
- You register for information or other services;
- You register for a repair request;
- You respond to communications or surveys;
- We require additional information from you for validation purposes;
- You visit the website.

PRIVACY POLICY

USE OF DATA

We will retain any data you submit for 6 years. The only exception to this is data submitted as part of a quotation process. This data is only kept for a maximum of three months, provided that the quotation is not converted into an order subsequently.

Unless we are obliged or permitted by law to do so, and subject to any third party disclosures specifically set out in this policy, your data will not be disclosed to third parties. This does not include our affiliates and / or other companies within our group.

Your data may be required by us to assess and analyse, this will help us provide you with the best possible service and experience when using our Website.

Specifically, data may be used by us for the following reasons:

- Internal record keeping;
- Improvement of our products / services;
- Transmission of promotional materials that may be of interest to you, that you have specifically requested;
- Contact that you have requested for market research purposes which may be done using email, telephone, fax or mail. Such information may be used to customise or update the website;
- Fraud prevention and detection;
- Verifying your identity when required;
- Contacting you about and processing the renewal of your service contract.

WHO HAS ACCESS TO YOUR DATA

All data we hold about you will be handled and processed by our staff and no other parties will have access to your personal data unless there is a legal or contractual obligation for us to provide them with this.

Please be aware, however, that your data may be stored on a cloud based system (DCSL Software Limited) whose servers are located within the European Union.

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.

OTHER PARTIES

Autoguard use the services of other parties for dealing with certain processes necessary for the operation of the business, website and marketing methods.

These Parties include:

- MailChimp
- Red Ant Solutions
- DCSL Software Limited
- Bastion Insurance Company Limited

Any data used by such parties is used only to the extent required by them to perform the services that we request. Any use for other purposes is strictly prohibited. Furthermore, any data that is processed by third parties will be processed within the terms of this privacy policy, the GDPR Compliance Contract and in accordance with the Data Protection Act.

YOUR PRIVACY 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
- 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. Please note that we will let you know if your requested cannot be fulfilled due to legal or regulatory obligations.

Should you wish to exercise any of your rights under the Data Protection legislation, please direct all enquiries to the Data Protection Officer available by email at dpo@autoguardwarranties.com or by writing to the Data Protection Officer, Building 5, Archipelago Office Park, Lyon Way, Camberley, Surrey, GU16 7ER. Alternatively, you can telephone 03432 271 499.

CHANGES TO OUR PRIVACY POLICY

We may change this privacy policy from time to time by posting the updated version of the privacy policy on autoguardwarranties.com/privacy-policy. We will give you reasonable notice of any material change. We encourage you to visit frequently to stay informed about how we use your personal data.



RENEWALS

To renew your service contract please telephone 03432 271 499 at the end of the service contract period. You will need to quote your existing service contract number, which is printed on your Agreement Form. We may require additional details in order for us to keep your vehicle protected.



Fleetband Warranty Services,
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