1.A INTRODUCTION

This document sets out the full terms and conditions of **Your** plan. Please read it very carefully as it gives **You** important information about the benefits provided, the limits, **Your** responsibilities, when and how **You** can request repairs and when **You** cannot. If having read the terms **You** feel it is not suitable for **You** then please refer to Cancellations for **Your** options.

Your agreement and the services provided within it are not an insurance policy and is not regulated by the Financial Conduct Authority (FCA). It is an Agreement between **You** and **Us** to provide the services listed in this booklet.

To maintain coverage under this Agreement **You** must:

Pay each Direct Debit Payment on its due date – see the further provisions under 'Payment Requirements' and

submit **Your Vehicle** for a service during the **Maintenance Year** – see the provisions under 'Service Requirement' and

follow the Maintenance Requirements – see the further provisions under 'Maintenance Requirements'.

If **You** do not follow these requirements, then **Your** cover under this Agreement will be affected.

1.B DEFINED TERMS

The following words will have the following meanings when they appear in bold print in this document.

We, Us, Our – The Selling Dealer of the **Vehicle** and this Agreement as specified on **Your Contract Agreement Document**.

You, Your - The person, partnership or corporate body named on the **Contract Agreement Document**.

Vehicle - The **Vehicle** identified on the **Contract Agreement Document**.

Administrator - Warranty Administration Services Ltd whose address is Otago House, Crofton Road, Lincoln, LN3 4NL, and who will manage this agreement between **You** and **Us**. Warranty Administration Services Ltd is registered in England, company no 1789994.

Contract Agreement Document - **Your** agreement document that confirms **We** have accepted **Your Vehicle** for cover. It provides details about **You**, **Your Vehicle**, and **Your** level of cover, when the cover starts and ends, details of the **Individual claim limit**, **Total claim limit**, **Maximum third-party hourly labour rate** and any excess that **You** must pay.

Mechanical or electrical fault - When a covered part suddenly or unexpectedly does not work in line with the manufacturer's specification for a reason other than wear and tear, normal deterioration, or negligence (that is, as a result of something **You** or someone else has done or failed to do).

Maximum third-party hourly labour rate - All repairs must be carried out by **Us** in the first instance unless specifically authorised by **Us**. If authorised repairs are carried out by someone other than **Us**, **We** will only pay for labour charges up to the hourly rate shown on **Your Contract Agreement Document**. If the repairing garage charges a higher hourly labour rate than the amount **We** pay, **You** will be responsible for paying any difference.

Individual claim limit - The total amount **We** will pay for each individual authorised claim, less any excess that may apply as stated on **Your Contract Agreement Document**.

Total claim limit - The total amount **We** will pay during the period of the warranty for all authorised claims added together. If this total is reached, **We** will not pay any more and **Your** warranty will end.

1.C MAINTENANCE YEAR:

For the first year of this Total Care Agreement, the year beginning on the start date of this Agreement and ending on the day preceding the annual anniversary;

or subsequent years; a year begins on the annual anniversary date and ends on the day preceding the next annual anniversary.

1.D END DATE

Means the date on which **Our** obligations to **You** will come to an end. The **End Date** will be the date shown on the **Contract Agreement Document** , up to a maximum of 3 years or sooner in the event of **You** breaching the any of the following: 'Service Requirements', 'Maintenance Requirements' or 'Payment Requirements'. In any of these events, **Our** obligations to **You** will come to an end with immediate effect.

1.E ELIGIBILITY

Your Vehicle must:

Be built to and not be modified outside of UK manufacturer's specifications;

Not be a commercial vehicle. Or used for hire or reward, commercial use, professional instruction, competition or off-road use, motor rally, motor racing, speed or duration tests, track days or any practice for these events whether they are timed or untimed;

Not be a vehicle used in public service capacity, for example within police force, military service or fire service;

Not be a vehicle with a gross vehicle weight of more than 3500 kgs.

1.F PAYMENT REQUIREMENTS

For this Agreement to continue and for **You** to be able to continue to receive the benefits set out in this Agreement **You** must pay each Direct Debit Payment on time as set out in the Direct Debit Schedule. If **You** fail to make a Direct Debit Payment when due, **We** reserve the right to end this Agreement. **We** will make one attempt to contact **You** using the contact information provided to **Us**. If **You** do not make the missed payment within 7 days from its due date, then this Agreement will terminate.

1.G MAINTENANCE REQUIREMENTS

It is **Your** responsibility to ensure that the timing belt is changed in accordance with the manufacturer's recommendations.

Engine oil works under extremes to lubricate, cool, and protect internal engine components. It is **Your** responsibility to use the Manufacturer's recommended engine oil. If **You** need any assistance, please contact the Manufacturer. Using inferior oil or the wrong type of oil can cause damage or wear that ultimately could cause any damage to mechanical and electrical parts and/ or components to be excluded.

In order for this Agreement to continue **You** must follow the requirements above.

1.H TRANSFER REQUEST

This Agreement cannot be transferred to another vehicle or owner.

2.A SERVICE PLAN

The Service Plan includes:

Services carried out by the **Us**, the Selling Dealer.

Services in accordance with the recommended servicing schedule (not necessarily manufacturer schedule) and intervals or within each **Maintenance Year** (whichever is sooner) this includes parts, fluid, labour and VAT.

This Agreement covers the cost of service intervals (as per your agreement) for the **Vehicle**. **You** will be responsible for any additional servicing required during the Period of Cover.

2.B REQUIREMENTS

In order to maintain coverage under this Agreement each year **You** must:

submit **Your Vehicle** for a service during the **Maintenance Year** – see the provisions under 'Service Requirement' below; and

follow the Maintenance Requirements – see the further provisions under 'Maintenance Requirements'.

2.C SERVICE REQUIREMENTS

For each **Maintenance Year You** must have a Service carried out by **Us**. The Service must be taken within the **Maintenance Year** or 12,000 miles if sooner.

2.D SERVICE PLAN TERMS & CONDITIONS

The **Administrator** acts on behalf of **Us** in an administrative capacity only, and by signing this Agreement **You**, the Customer, agree that **You** have no financial redress against the **Administrator** in relation to the Service Plan.

The **Administrator** does not guarantee the quality of the Services provided by **Us**; these are governed by the **Our** terms of supply of services, for details of which **You** should consult **Us**.

We shall not be obliged to carry out the services detailed above unless all payments due from **You** under this Agreement have been paid by their due date.

No services are to be commenced by **Us** until authorised by the **Administrator**.

The **Administrator** shall be under no obligation to investigate or to ensure the validity of any invoice produced by **Us**, nor shall the **Administrator** be responsible to **You**, the Customer, for any disputes relating to any services performed or any work carried out by **Us**. **You** must resolve with **Us** directly any disputes arising from any services performed or any work carried out by **Us**.

Neither **We** nor the **Administrator** is under any obligation to send **You** reminders of the Service Intervals.

We may terminate this Agreement by written notice if **You** have committed a breach of this Agreement which cannot be remedied, in which case this Agreement shall terminate immediately; or is capable of remedy in which case **Our** notice shall specify the breach and require its remedy and if **You** have not remedied within 30 days of the receipt of the notice, this Agreement shall terminate immediately.

You acknowledge and agree that details of **Your** name, address and payment record may be submitted to a credit reference agency and that personal data will be processed by and on behalf of **Us**. **You** consent to **Us** making available to the **Administrator** all personal data supplied by **You** to **Us**.

This Agreement shall be governed by and construed in accordance with the law of England and Wales. Each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

With the sole exception of the **Administrator**, no person other than a party to this Agreement shall have any rights to enforce any term of this Agreement whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

You must keep all receipts and invoices. **We** or the **Administrator** may request details of the service history at any time during this Agreement.

3.A WARRANTY - MAINTENANCE AND REPAIR

Depending on the terms, conditions, general exclusions and claim limits shown in this document, the Gold Warranty will cover the cost of repairing or replacing any of the parts of your vehicle that are listed below and that have failed as a result of a sudden or unexpected mechanical or electrical fault. Any part that needs replacing due to wear and tear is not covered.

Braking system

Brake master cylinder, calipers, wheel cylinders, brake bias and restriction valve, vacuum servo, brake vacuum pump, ABS wheel sensors, ABS pump and ABS module.

Clutch

Clutch, master cylinder, slave cylinder and clutch fork. (Please remember that any part of the clutch that needs replacing due to wear and tear is not covered.)

Cooling system

Radiator, oil cooler, heater matrix, thermostat, thermostat housing, water pump, viscous fan coupling, radiator cooling fan and engine temperature sensor.

Electrical system

Alternator, starter motor, ignition coil, relays, electronic ignition module and distributor, cooling-fan motor, temperature sensors, oil-pressure sensors, fuel-tank sender unit, electric-window motors and switches, central-locking systems (not including wiring), wiper motors and switches, washer motor and pumps, headlight motors, multi-switches, instruments, brake-light switch, reversing-light switch, clutch pedal switch, heater fan resistor, heater blower motor, horn, ECUs and airbag system (not including wiring).

Engine management

Knock sensor, MAP sensor, airflow meter and sensor, camshaft sensor, crankshaft sensor, oxygen sensor and TDC sensor.

Engine

Cylinder block, cylinder head, cylinder head gasket, cylinder bores, oil pump, crankshaft, crankshaft bearings, connecting rods, big-end bearings, small-end bearings, gudgeon pins, pistons, piston rings, camshaft and camshaft followers, camshaft bearings, rocker assembly, push rods, hydraulic lifters, inlet and exhaust valves, valve springs, valve guides, inlet and exhaust manifolds, timing gears, timing chains, timing belts, tensioners, flywheel, auto drive plate and starter ring gear. (Please note that oil seals are not covered.)

Final drive

Differential assembly, driveshafts including CV joints, prop shafts, universal joints and couplings, driveshaft bearings, wheel bearings and hubs.

Fuel system

Injectors, fuel pumps, fuel pressure regulator, auxiliary air valve, idle speed control valve, stepper motor, EGR valve and throttle body.

Steering

Steering rack and pinion, steering box, steering column, power-steering motor and power-steering pump.

Suspension

Coil springs, ball joints (not including any on anti-roll bar links), shock absorbers, air springs, suspension compressor and pump.

Transmission

All parts inside the transmission casings and transfer box. Not including seals and gaskets.

EXTRA COVER

Depending on the terms and conditions of this warranty, we have extended your cover to include the following benefits.

Electric vehicle (EV) system

Power management unit, power controller, electric drive motor, power converter, power inverter module, coolant heater, on-board charger, heat exchanger, regenerative braking system (excludes brake discs and pads), high voltage battery leads and electric vehicle control modules. This warranty does not cover the main electrical drive battery unit (HVB), hybrid battery or the normal vehicle starter battery.

3.B GENERAL EXCLUSIONS

A mechanical or electrical fault which a qualified engineer appointed by the administrator thinks could have reasonably existed before this cover began**.** If **we** sold the **vehicle** to the customer, then this exclusion will not apply.

Any loss, damage, or fault which a qualified engineer appointed by the **Administrator** thinks could have been avoided or was totally or partly caused by a lack of maintenance.

Any parts which are not faulty, but which are replaced or reported during routine servicing or recommended to be replaced as engineering best practice.

Any damage which is due to any type of accident or negligence or caused by continuing to use the **Vehicle** when it is obvious there is a fault or using contaminated fuel or the wrong fuel.

The gradual reduction in the performance of any part (wear and tear) due to the age or mileage of the **Vehicle.**

Parts that fail or need replacing when they have reached the end of their reasonably expected lifespan due to age or the **Vehicle's** mileage.

Any vehicle where the speedometer has been interfered with, altered, or disconnected.

Any vehicle owned by a motor trader or garage or associated companies, or by the owners of that motor-trader business or garage or people connected to the owners.

Repairs, replacements, or alterations not authorised by the **Administrator**.

Anything caused directly or indirectly by war, riot, revolution, or any similar event, or by vandalism, theft, or attempted theft from the **Vehicle**.

Any items that are not covered even if the replacement is needed because of the failure of a covered part.

Electrical software updates or reprogramming.

Parts, including software, which have been modified from the manufacturer's original specification and any part that fails as a result of those modifications.

Water leaking into the **Vehicle** (including damage to covered parts caused by water leaking in).

Failure of parts due to them corroding or seizing up, or any extra labour costs for work that is needed due to parts seizing up or snapping.

Replacement of drive belts, filters, lubricants, antifreeze and fluids required because of the failure of a covered component, is included in this Agreement. If a covered component failure causes damage to another covered component, **We** will repair or replace that part within the same **Individual Claim Limit,** but this excludes any damage which is cosmetic in nature.

The **Administrator** has the right to appoint an independent engineer to inspect **Your Vehicle** prior to any repair or replacement of part(s).

3.C MAKING A CLAIM

If **Your Vehicle** develops a fault which may result in a claim under this warranty, please bring it to **Us**. **We** will deal with the **Administrator** direct, and **You** will not have to pay for any work covered by **Your** warranty (depending on any claim limits and excess that may apply).

All repairs must be carried out by **us,** unless specifically authorised by **us** that you can use another repairer.

If for any reason it is not possible to bring **Your Vehicle** to **Us**, please contact the **Administrator** on 01522 513833 for advice on finding a suitable repairer. Please remember that the **Maximum third-party hourly labour rate** shown on **Your Contract Agreement Document** will apply. This may limit the labour costs **You** can claim on any authorised repair, and **You** will be responsible for any difference in the labour costs if **We** authorise the claim. **You** will need to give the garage permission to diagnose the fault, then ask them to call the claims team on 01522 513833 with the following information when they have confirmed the cause of the fault but before they start any repairs.

Vehicle registration number

The current mileage

The fault reported

Details of the parts that need replacing

Information on costs for both parts and labour

Please note: All repairs must be carried out by **us**, unless specifically authorised by **us.**

In all cases, **You** are responsible for giving permission to diagnose the fault and **You** will be responsible for all costs until the **Administrator** issues an authorisation number. If **We** accept **Your** claim, **We** will pay all reasonable charges for work that was necessary to find the fault (diagnostic charges).

The **Administrator** will issue an authority number on **Our** behalf for the amount of the claim they agree to (depending on any claim limits and excess that may apply) and are not responsible for paying any claims.

3.D INVOICING AND PAYING AUTHORISED CLAIMS

All invoices should be made out to Bussey and Sabberton Bros. Ltd. c/o Warranty Administration Services Ltd" as the payment may be delayed or even prevented if it is not. All invoices should be sent to the **Administrator's** office by email to wasadmin@warrantyadmin.co.uk. The **Administrator** will confirm the claim and ask **Us** to make the payment. If it is not possible for the repairer to email the invoice to the **Administrator**, they should post a copy to: Warranty Administration Services Ltd whose address is Otago House, Crofton Road, Lincoln, LN3 4NL.

If **You** use a garage other than **Us**, and the repairer insists that **You** pay for the work up front, **You** may have to pay the bill and then send it to the **Administrator**. The **Administrator** will then process the payment of the amount of any agreed claim (depending on any claim limits or excess that may apply).

IMPORTANT

Repair work must not begin until the **Administrator** has agreed the claim. If **You** do not keep to this condition, **You** may not be able to make a claim under this warranty.

3.E CONTACT DETAILS

Claims phone number: 01522 513833

Email: wasadmin@warrantyadmin.co.uk

Postal address:

Claims Department, Warranty Administration Services Ltd Otago House, Crofton Road, Lincoln, LN3 4NL

The cost of investigation work can only be authorised by You, and You will remain responsible for meeting that cost in the event that the repair is not covered by this Agreement.

Repair requests will be handled by the **Administrator** and **We** reserve the right to have **Your Vehicle** assessed by an independent engineer prior to any work being carried out.

You may be requested to provide details of the registered keeper and copies of the V5C (often known as the **Vehicle's** "log book") at any time during this Agreement.

3.F GAINING ACCESS TO YOUR VEHICLE

You must allow **Us** free access to examine **Your Vehicle** at all times. If **You** make a Repair request, **We** have the right to:

examine and photograph the **Vehicle**;

obtain an expert assessment, the result of which will be binding on all parties;

nominate another Agent/repairer.

If, following specific arrangements for inspection, and through no fault of Ours, the assessor cannot inspect it, for example, because the **Vehicle** is not available, then **We** reserve the right not to provide the Repair.

3.H WARRANTY TERMS & CONDITIONS

Authorisation: Repairs must not be carried out without the **Administrator**'s permission.

Service requirements: You must have the **Vehicle** serviced in line with the recommendations during the period of this agreement. If **You** do not follow the service schedule or maintain the **Vehicle** as recommended by the manufacturer, or **You** fail to keep the **Vehicle** insured, taxed and with a current MOT certificate, cover under this warranty will not apply and **We** will be entitled to end this Agreement immediately. To help **You** maintain cover, **We** will allow **You** a 1,000-mile or 30 day extension (whichever is sooner) from the manufacturer's recommended service schedule. If **We** do not carry out the servicing, it is important that **You** keep all receipts from the garage that does carry it out, as the **Administrator** will need to inspect these if **You** make a claim. Without proof of servicing, **You** may not be able to make a claim.

Limiting damage: You, or the driver, must take all reasonable steps to avoid loss or damage. This includes repairing all faults that **You** know about whether they are covered by this warranty or not. If **You** continue to use the **Vehicle** after it becomes apparent that there is a fault, and this use causes further damage that could have been avoided, the warranty will not cover any of the repair costs.

Diagnostic charges: **You** are responsible for giving permission to diagnose the fault, and **You** will be responsible for all costs until the **Administrator** issues an authorisation number. If **We** accept **Your** claim, **We** will pay all reasonable charges for work that was necessary to find the fault.

Design faults and recalls: If any of the **Vehicle's** parts has a design fault or is recalled by the manufacturer, that part is not covered.

Geographical limits: This warranty is valid in the United Kingdom.

Rates for refunding costs: We will not pay more than the UK manufacturer's list price for parts (**We** may need non-genuine parts to be used) and **We** will pay labour time in line with the recommended repair times. If **Your Vehicle** is repaired by anyone other than **Us**, **We** will pay labour rates up to the **Maximum third-party hourly labour rate** shown on the Contract Agreement Document only, and **You** will be responsible for paying any difference.

Multiple items: If **You** or the repairing garage reports more than one failed part or fault at the same time, the **Administrator** will deal with them as one claim.

Inspecting the Vehicle and its parts: The **Administrator** has the right to have the **Vehicle** or any part inspected by a qualified engineer to identify the cause of the fault before they authorise repairs.

Governing law: The laws of England and Wales will apply to this agreement and the English courts will deal with any disputes relating to or arising in relation to this agreement.

Legal rights: Nothing in these conditions will reduce **Your** legal rights relating to goods that are faulty or that have not been described accurately. For more information about **Your** legal rights, contact **Your** local trading standards department or citizens advice bureau.

Administration of this agreement:

This warranty is an agreement between **You** and **Us** for the cover shown in this document.

The **Administrator** acts on **Our** behalf to manage this Agreement only. By signing this Agreement, **You** agree that **You** can make no financial claim against the **Administrator** under the warranty.

Misinformation: When applying for this Agreement or submitting a request **You** or anyone acting on **Your** behalf must take reasonable care to answer all questions honestly and to the best of **Your**/their knowledge. Failure to do so may affect the validity of **Your** Agreement, the provision of services or the payment of **Your** Repair.

Telephone calls: Any calls made in connection with **Your** Agreement may be monitored as part of training and quality assurance processes.

4.A BREAKDOWN ASSISTANCE, ROADSIDE, RECOVERY AND HOME

We have an agreement with GenAssist to administer the services detailed in this section. All arrangements for breakdown assistance and relevant telephone calls will be handled by GenAssist. GenAssist or one of its contractors will attend **Your Vehicle** in the event of a valid request. The **Administrator** reserves the right to change the Provider of the services detailed in this section and will provide You with written notification within 30 days prior to such a change.

4.B HOW TO OBTAIN ASSISTANCE

If **Your Vehicle** has a breakdown, please follow these simple steps:

Telephone GenAssist on the following number: 0808 144 1755 (calls from mobiles may be charged at network operator's premium rate, telephone calls will be handled by GenAssist and may be recorded and/or monitored).

Advise the operator of the location of the **Vehicle**, the nature of any fault, and provide any other information requested by the operator; and the number of the phone **You** are using.

Ring GenAssist back (on the free number) if **You** get going before the Patrol arrives. Only accept help from the Patrol or contractor that has been sent to assist **You** by GenAssist.

Do not go ahead and make **Your** own arrangements, as GenAssist cannot arrange reimbursement of costs incurred without prior authorisation.

What's Included:

Doorstep Assistance

Help when **You** have broken down at home, or within a 1/4 mile of it. If **We** can't arrange a prompt repair, **We**'ll take **You** and **Your** car to the nearest garage, **Your** home or another local destination.

Breakdown Assistance

Help when **You** have broken down more than a 1/4 mile from **Your** home. If **Your** car cannot be fixed at the roadside, **We**'ll take **You** and **Your** car to the nearest garage, **Your** home, or to an alternative local destination.

Nationwide Recovery

Help following a breakdown at the roadside. If **We** can't arrange a prompt repair, **We**'ll transport **You**, **Your** car, and **Your** passengers to **Your** home, a garage or to another mainland UK destination.

4.C RECOVERY TERMS & CONDITIONS OF SERVICE

This is an agreement between You, the customer, and Us, Busseys & Sabberton Bros. LTD, with services carried out on Our behalf by GenAssist.

GenAssist cover applies to the **Vehicle** registered.

Cover applies in the UK only.

GenAssist is available for cover on **Vehicles** up to 3500kg gross **Vehicle** weight.

GenAssist is designed as an emergency breakdown facility, any temporary repairs carried out by the operator to mobilise the **Vehicle** must be followed up as soon as practicable with a permanent repair.

GenAssist does NOT cover attendance after an accident or following a breakdown which is the result of fire, theft, or act of vandalism.

GenAssist does NOT cover ferry and toll fees, taxi fees, **Vehicle** storage charges, any charges made to return the **Vehicle** to the highway, **Vehicles** immobilised by snow, flood or water, and the cost of replacement parts, fuel, oil, keys, etc.

GenAssist will NOT provide service for breakdowns that occurred before agreement start date.

GenAssist will NOT provide service where the **Vehicle** does not have a valid MOT or a current road fund licence.

GenAssist will NOT provide assistance where the breakdown has been caused by anything that is being towed by the registered **Vehicle** (including trailer, caravan, horse box).

GenAssist will NOT attend a **Vehicle** that is still mobile and is safe and legal to drive.

GenAssist will NOT provide assistance for the registered **Vehicle** if it is unattended.

GenAssist will NOT provide unaccompanied recovery for the registered **Vehicle**.

5. MOT Cover

You will be covered against the cost of repairing or replacing the following parts of the **vehicle** if cited on the Refusal of an MOT Test Certificate (VT30), as being the reason for the failure of the MOT test after the start of cover (please note this does not include advisory items). For details of the period covered please see your **agreement registration document**. The MOT Test and any failure repairs must be carried out by **us** unless **we** have specifically authorised that you can use another MOT test station.

This cover becomes effective only when your vehicle is within 4 weeks of its MOT test due date.

Braking System

Brake master cylinder, calipers, wheel cylinders, brake bias and restriction valve, vacuum servo, brake vacuum pump, ABS wheel sensors, ABS pump, ABS Module, brake discs & drums.

Steering and Suspension

Driveshafts including CV joints and boots, propshafts, universal joints and couplings, driveshaft bearings, wheel bearings and hubs, steering rack and pinion, steering box, steering column, power steering motor/pump, track rod ends, coil springs, ball joints, swivel joints, wishbones & bushes, shock absorbers.

Lighting and Electrical

Headlights (excluding bulbs), front and rear sidelights, number plate illumination light, stop lights & switch, rear reflectors, rear fog light & switch, hazard warning lights and switch, direction indicators & switch, fog light on/off indicator, windscreen wiper motor, wiper switch, wiper linkage, windscreen washer pump & switch, horn & switch.

Seat Belts

Seat belts, retractors and buckles.

Fuel System

ECU or sensor replacement directly as a result of calibration failure to meet MOT test exhaust gas emission.

Please note: All other components are excluded from this cover.

Please carefully read the following:

MOT Cover Terms and conditions.

1 This MOT cover excludes the following:

a Any loss in excess of the maximum claim liability as shown on **your agreement registration document.**

b Any vehicle used for hire or reward (eg taxis, self-drive hire, driving schools, etc) or any commercial vehicle over 3.5 tonnes GVW or a vehicle used in any sort of competition, rally or racing of any kind.

c Any liability for death, bodily injury, or damage to other property or any consequential loss of whatsoever nature arising directly or indirectly from the claim or event giving rise to a claim under this cover.

d Any damage occurring, which is due in whole or in part to any type of accident or any act of omission which is wilful, unlawful or negligent.

e Any loss, damage or failure which, in the opinion of a qualified engineer appointed by the **administrator**, was caused wholly or partially from a lack of maintenance or neglect in taking reasonable preventative steps.

f Vehicles over eight years old or which have covered more than 75,000 miles at inception or have less than three months remaining before the next MOT test is due.

g Any charge for the MOT test or re-tests.

h Tuning or adjustments to any part.

i Repair or replacement of any parts reported during the vehicles previous service.

J Any repairs carried out to obtain a new MOT certificate before the due date. To help **you** plan for **your** MOT test the **administrator** will allow the test to be carried out up to 4 weeks before the due date.

2 Only one MOT cover claim is permissible per 12 months of cover.

3 All claims must be supported by a VAT receipted invoice from **your** repairing dealer.

4 Vehicle service schedule –If **you** do not follow the manufacturer's service schedule or maintain the **vehicle** as recommended by the manufacturer, this cover will not apply. To help **you** maintain cover, the **administrator** will allow **you** a 1,000 mile or 4 week extension (whichever is sooner) from the manufacturers recommended service schedule. It is important that **you** keep all receipts for inspection during any claim.

5 The reimbursement for any claim under this MOT cover shall not exceed the manufacturer's list prices for parts and labour costs necessarily incurred in repair of covered components up to the individual and total claim limit as shown on **your agreement registration document**.

6 Any exploratory dismantling charges will only be reimbursed as part of a valid claim. It is **your** responsibility to authorise dismantling and to pay the charges if such dismantling proves that the failure is not covered by the MOT cover. The **administrator** reserves the right to subject the failed parts to expert assessment.

7 The MOT cover will not replace any component covered by any other existing warranties or insurances.

8 If any claim is fraudulent in any respect all benefits under this cover will be forfeited.

9 **We** shall not be liable for any statement or representation, written or verbal (by whomsoever made), which contradicts the terms and conditions in this MOT cover, unless such statement or representation is supported by the **administrator**.

10 Territorial Limits - This MOT cover may only be granted to individuals residing, or corporate bodies registered in the United Kingdom.

11 The MOT cover is in addition to **your** legal rights and does not affect **your** statutory rights as a consumer.

12 Governing law- **You** and **we** can change the law which applies to this contract. Unless **You** and **we** agree otherwise, English Law will apply and **You** and **We** will submit to the jurisdiction of the English Law.

How to claim

When **your** MOT is due simply contact **us** to arrange an appointment for the test.

The MOT Test and any failure repairs must be carried out by **us** unless **we** have specifically authorised that you can use another MOT test station.

We will handle any claim on **your** behalf, and **you** will not have to pay for any work that is covered.

If **you** use a garage other than **us** (subject to prior agreement by **us) you** will need to post in clear and legible copies of:

• **Your agreement registration document**, and

• **Your** previous valid MOT Certificate, and

• The VT30 form citing the reasons for failure, and

• **Your** last service documentation.

The **administrator** will then authorise any covered repairs.

You may have to pay the invoice and submit it to the **administrator** who will arrange re-imbursement on **our** behalf.

6. GENERAL TERMS & CONDITIONS

This Agreement does not cover any repairs in the following circumstances:

Non-compliance with the conditions detailed in this Agreement;

Any failure of parts or breakdown caused by lack of normal and proper use or care, including the incorrect use of fuel or grade of oil;

Any act, omission or negligence by **You** (or any user of the **Vehicle**), which adds to the loss or damage;

Water ingress, fire, collision, frost, snow, ice, flooding, freezing or corrosion;

The failure or breakdown of a part which is under any manufacturer's or supplier's warranty;

Any failure of parts which have reached the end of their normal working lives because of age or mileage (as confirmed by an assessment by an independent engineer as arranged by the **Administrator**);

Any parts which have not actually failed to perform their normal function, including but not limited to timing belts that are replaced as part of another job;

Exhaust emission, MOT failures & MOT advisories;

The cost of repair to components not listed under this Agreement;

Any failures which are the result of carbon build up, except when **Your Vehicle** is under 10 years old (beginning from date of first registration with DVLA) and the odometer reading is under 100,000 miles;

Losses that occur as a consequence of a failure of an included component (examples are, but not limited to alternative transportation cost, costs associated with a disrupted journey, prepaid accommodation or transportation, inconvenience or loss of earnings);

The gradual deterioration of **Your Vehicle's** performance due to age and mileage, including, but not limited to, gradual loss of engine compression requiring the repair of valves or rings and the gradual increase in the oil consumption due to normal operating functions;

Design or existing faults - parts being subjected to recall by the manufacturer or parts which fail as a result of inherent design faults or parts that require modification or replacement which is or has been recommended by the manufacturer or faults which existed before **You** entered into this Agreement;

Dismantling - **We** will not pay for any stripping down of the parts to determine the cause of the failure of parts or breakdown unless **We** accept the repair request;

Accidental damage - the costs relating to losses normally included under a road risks insurance policy or losses resulting from an accident to the **Vehicle**;

Failure of a covered component that causes damage to another covered component is not included if it is reasonable for **Us** to conclude that further damage has been caused by **Your** failure to take preventative steps or to notify Us after the initial failure of a component (for example, the **Vehicle** being driven with a defective part) and any loss arising from: excluded parts; incorrectly fitted parts; insufficient servicing; faults present at purchase;

Vehicle use - this Agreement is not valid for **Vehicles** which are altered or modified from the manufacturer's original specification, or are raced, rallied, track days (timed or untimed), used in competition, or for hire or reward; are beneficially owned by a company or person involved in the business of **Vehicle** repair, servicing or dealership or by an employee of such a company or person.

Your agreement is limited by the mileage you travel in your vehicle. Unless agreed by us, the mileage limitation applicable to your agreement is 12,000 miles per annum.

The laws of England and Wales will apply to this agreement and the English courts will deal with any disputes relating to or arising in relation to this agreement.

7. CANCELLATIONS

If you cancel this Agreement within 14 days of the start date and have not used any of the benefits included in it, you may be entitled for a refund of any monies you have paid for this Agreement.

If you cancel this Agreement after 14 days, you will not be entitled to a refund.

8. TERMINATION

Your Agreement will end on the occurrence of any of the following:

If **You** do not comply with the Requirements set out in this document; or

If **You** sell or transfer **Your Vehicle** to a motor retailer or trader; or

If **You** cancel this Agreement; or

This Agreement has reached its **End Date.**

9. COMPLAINTS

We are committed to providing a quality service to all **Our** customers. When something goes wrong, **We** need **You** to tell **Us** about it. This will help **Us** to improve **Our** standards.

If **You** wish to register a complaint, please contact **Us**;

in writing to:

Andrew Bracking, (Sales Director),

Busseys & Sabberton Bros. LTD. 95 Whiffler Road, Norwich, Norfolk, NR3 2EU

by telephone:

Andrew Bracking, (Sales Director), 01603 424022

If **You** have a complaint, please contact **Us** in writing first.

What will happen next?

We will send **You** a letter/email acknowledging receipt of **Your** complaint within three days of receiving it, enclosing a copy of this procedure.

We will then investigate **Your** complaint. This will involve forwarding **Your** complaint to the Dealer Principal at the relevant dealership.

The Dealer Principal will then contact **You** directly to discuss and hopefully resolve **Your** complaint.

At this stage, if **You** are still not satisfied, **You** should contact **Us** again and **We** will arrange for another Dealer Principal or Director, unconnected with the matter to review appropriate alternative solutions.

We will contact **You** within 14 days of receiving **Your** request for a review, confirming **Our** final position on **Your** complaint and explaining **Our** reasons.

If **We** cannot resolve **Your** complaint within 8 weeks, **You** may refer **Your** dispute to the Motor Ombudsman Service. This service is free to use. Their consumer helpline is available on 0345 241 3008 or **You** can visit their website at www.themotorombudsman.org

10. DATA PROTECTION

We take **Your** privacy very seriously, and **We** will share only limited information about **You** with the **Administrator** so they can manage this Agreement on **Our** behalf. **We** will share all the information on this document and any other information that will help them to process any claims on **Your Vehicle**.

The **Administrator** will not share **Your** personal information with any third parties without **Your** permission unless they are required or allowed to do so by law. They will keep **Your** personal details on file for no longer than is necessary. For full details of how **Your** information will be used, and an explanation of **Your** rights, please visit https://www.warrantyadmin.co.uk/privacy.pdf