

# Motor Warranty Assist

## Standard Cover Schedule

### INTRODUCTION

Thank you for your custom. We are confident you will enjoy your new vehicle and go on to experience continued trouble-free motoring.

This guarantee will contribute to the cost of repairs that need to be made to your vehicle due to the unforeseen mechanical breakdown of the parts covered. Mechanical breakdown is the sudden and unforeseen failure of a part arising from any permanent mechanical or electrical defect, (for a reason other than wear and tear, normal deterioration or negligence) causing a sudden stoppage of its function, necessitating immediate repair or replacement of the part before normal operation can be resumed.

This guarantee is administered by motorwarrantyassist.co.uk, a trading style of i3 Technology Group Ltd ("the administrator").

This guarantee does not replace your consumer rights.

If you think that your vehicle has developed a fault that may be covered by this guarantee, please notify the administrator by email [claims@motorwarrantyassist.co.uk](mailto:claims@motorwarrantyassist.co.uk). The administrator has a network of nominated repair centres, including Halfords, who will carry out repairs on our behalf. We do reserve the right to use these repairers to effect repairs to your vehicle.

Please read this guarantee document carefully. This document sets out all you need to know about the guarantee that has been provided to you with your new car and specifies what is covered and what is not included.

This product is a guarantee and not an individual contract of insurance. It is not regulated by the Financial Conduct Authority or protected by The Financial Services Compensation Scheme.

### PRIVACY

We and the administrator collect non-public personal information about you from the following sources:

- a. your application or other forms;
- b. your transactions with us, our associates, or others. We and the administrator do not disclose any non-public personal information relating to you to anyone except as is necessary in order to provide our products or services to you or otherwise as it is required or permitted by law (e.g. a subpoena, fraud investigation, regulatory reporting etc.). We and the administrator restrict access to non-public personal information relating to you, to our employees, our associates, our associates' employees or others who need to know that information to service your account. We maintain physical, electronic, and procedural safeguards to protect your non-public personal information.

## **MAKING A CLAIM**

Should you need to make a claim, visit [www.motorwarrantyassist.co.uk](http://www.motorwarrantyassist.co.uk).

### **1. WHAT YOU ARE COVERED FOR**

The following components and associated labour costs are covered against mechanical breakdown. Components not listed below are not covered by this guarantee.

**Engine** - All internally lubricated parts are covered, including:

Camshafts & bearings, camshaft followers & rockers (including hydraulic lash adjusters), connecting rods & bearings, crankshaft & bearings, cylinder block, cylinder bores & liners & seals, cylinder heads, internal bushings & bearings, oil pump & drive, pistons & rings, timing gears, chain, tensioner, valves, springs & guides (burnt or pitted valves and valve seats are not covered)

The following engine parts are also covered;

- Cylinder head gasket

**Flexible Drive Plate** - Flexible drive plate for the automatic transmission's torque converter.

**Gearboxes** - (including automated manual gearboxes, automatic gearboxes, four-wheel drive transfer gearboxes, hybrid transaxles, manual gearboxes and transaxles. Automatic transmission brake bands & clutches, gears, hydraulic gear-shift governors & internal servos & valve blocks, internal bearings & bushes, oil pumps, selector forks, shafts (all, including extension shafts), synchromesh hubs and rings and torque converter

**Transmissions** - (including front & centre & rear differentials, front & rear live axles and drive shafts.) Constant velocity joints, crown wheels & pinions, differential gears & thrust washers, external drive shafts, internal bushes & bearings & shafts and propeller shafts & propeller universal joints.

### **2. WHAT YOU ARE NOT COVERED FOR**

2.1 Components not specifically listed in section 1 of this guarantee.

2.2 General maintenance and components failing due to wear and tear.

2.3 Faults which occur during the period of warranty provided by a manufacturer or supplier, or items which are subject to a manufacturer's recall.

2.4 Damage caused by overheating, freezing, corrosion or the intrusion of harmful substances (for example the ingress of water), use of an incorrect grade of fuel or oil, or lack of antifreeze, lubrication or servicing.

2.5 Improper use of the vehicle, neglect or abuse of any kind, or drive-on damage after a fault has occurred.

2.6 Damage caused by the failure of components not covered by this guarantee, or to components not covered by this guarantee.

2.7 Any repairs not authorised by the Administrator prior to the repair work being carried out.

2.8 Any costs other than those specifically agreed and authorised by the administrator.

2.9 Diagnosis, adjustments, the cleaning of components or "re-facing" costs (e.g. skimming or honing).

2.10 Costs in excess of the equivalent UK specification vehicle, if your vehicle has been imported.

2.11 The failure of components due to lack of routine or regular maintenance.

2.12 Breakdown or damage caused by the use of incorrect or contaminated fuel, oil, lubricant, coolant or other fluid.

2.13 Vehicles that are or have been used for competitive purposes including but not limited to; rallying, racing, time trials, pace making. Vehicles that have been used for commercial delivery purposes such as despatch or delivery courier, vehicles that are used off-road.

2.14 Any loss arising from your failure to have the vehicle serviced in accordance with the conditions of this warranty, or lack of routine maintenance as detailed in your Servicing Handbook, or through failure to use the manufacturer's recommended type, grade and quality of engine oil or where the cambelt has not been changed in accordance with the manufacturer's recommendations.

2.15 Any loss where the odometer has been tampered with or altered or disconnected.

2.16 Repair or replacement of components which have not suffered a Breakdown or the replacement of any components to enable your Vehicle to pass the Government Vehicle Testing Requirements (MOT).

2.17 The cost of any exploratory, investigation or dismantling work not associated with a covered repair.

2.18 Any repair, replacement, loss, damage or liability which should be paid or otherwise settled by another company, finance agreement, warranty, guarantee, goodwill settlement or repair; any fault causing a manufacturer recall; any manufacturer modifications; any fault that can be rejected to the seller under the Consumer Rights Act or any fault which had previously caused a fault or failure code to be logged in any computerised system's history where the system was reset without any repairs being made.

2.19 Oil leaks that are not specifically mentioned as covered or oil leaks where there is only evidence of oil marking and staining and no oil is dripping from a joint or seal or when repairs to rectify the oil leak do not necessitate the removal of the engine, transmission or final drive unit.

2.20 Damage to covered components caused by frost or the freezing of liquids, worn friction materials (including a worn clutch friction plate damaging a flywheel), or corrosion.

2.21 Breakdown (including repeat repairs) or damage caused by poor workmanship or faulty parts.

2.22 Service and maintenance related parts including (but not limited to) anti-freeze, brake drums, brake discs, brake fluid & brake friction materials (brake pads & brake shoes), clutch covers, clutch friction plates, clutch release bearings, exhaust pipes & exhaust pipe gaskets, filters, grease, oils, sparking plugs, glow plugs, refrigerants and tyres.

2.23 Burnt or worn out clutch components, burnt or carbonised valves.

2.24 Any liability for death, bodily injury or damage to other property or to other components of the vehicle, or any connected loss of whatsoever nature arising directly or indirectly from mechanical Breakdown.

2.25 Components damaged by impact or accident.

2.26 Failure of listed components which a qualified engineer, appointed by us, believes has been aggravated due to the vehicle being driven-on after the fault was more than likely to have been apparent to the driver, or due to the vehicle being driven in an unsympathetic manner (for example repeatedly running the engine at full power before the oil has fully warmed up or repeatedly not allowing the engine to reach operating temperature before turning it off). In the case of a vehicle being driven on we will only be liable for the reasonable repair costs the engineer believes would have resulted if the vehicle had been stopped at the earliest opportunity.

2.27 Consequential loss of any kind, including but not limited to consequential damage or loss to a covered part or component as the result of a failure of another part or component.

### **3. ADDITIONAL FEATURES AND BENEFITS**

In the event of a valid claim for mechanical breakdown, we will provide the following additional benefits. The costs of providing these benefits will constitute part of the total claim and are subject to the maximum claim limit as stated in section 6.3.

Please retain all your receipts.

#### **3.1 Car Hire**

Provided that the actual repair time for removal and replacement of components is listed in Glass's ICME Manual as being in excess of 8 hours, this guarantee will reimburse you up to £25 including VAT per day for a maximum of 7 days within the warranty period, towards the cost of hiring a replacement vehicle. Delays awaiting the completion of repairs, including any delays caused by waiting for components if applicable, are not included.

#### **3.2 Continental Use**

This guarantee covers you for personal travel up to 30 days per annum to member countries of the European Union. We will reimburse claims costs in accordance with the equivalent UK component and labour costs.

### **3.3 Hotel Accommodation and Rail Fare**

This guarantee will contribute up to £50 (including VAT) towards the cost of your overnight hotel accommodation or your rail fare to get you home (subject to authorisation).

## **4. CARING FOR YOUR VEHICLE**

Failure to service your vehicle in line with the manufacturer's recommendations will not invalidate this guarantee. However, this guarantee will not cover faults attributable to or caused by a lack of routine or regular maintenance.

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.

## **5. GENERAL CONDITIONS**

By taking out this guarantee, you agree to comply with the following conditions. If you do not comply with them, we may choose to cancel this guarantee, refuse to deal with your claim or reduce the amount of your claim.

5.1 You must take all reasonable steps to avoid damage to your vehicle or components. This guarantee will not cover damage caused by continued use after a fault occurs.

5.2 In order to maintain the validity of your warranty you must have the Vehicle serviced by a VAT registered repairer and look after the Vehicle in accordance with the manufacturer's Servicing Handbook and ensure that the manufacturer's recommended type, grade and quality of engine oil is used. To prove this, you should make sure the garage fills in and stamps your Servicing Handbook. You should also keep all service invoices (which you must ensure detail the exact oil specification used) as you must verify that correct servicing has been completed when repairs are made under the warranty. You should also ensure that the cambelt is changed in line with manufacturer's recommendations (documented proof of this will be required in the event of a claim for cambelt failure). A maximum allowance of 30 days or 1,000 miles (whichever occurs first) in excess of the manufacturer's stipulated time or mileage for scheduled servicing is permitted.

5.3 This guarantee is an addition to your legal rights if your vehicle is found to be unfit for use or not of satisfactory quality.

5.4 This guarantee will not cover your vehicle if it: a. has been modified unless we have agreed to this before the guarantee start date; b. is over 3.5 tonnes; c. is used in any sort of race or rally or any other competition, or d. has been the subject of an insurance total loss.

5.5 You are expected to understand the warning lights and gauges on your vehicle and ensure that they are operating correctly.

5.6 This guarantee covers you only within the geographical limits.

5.7 This guarantee does not cover any consequential losses or third-party claims, bodily injury, road hazard, fire damage or any other losses beyond the actual scope of cover.

5.8 This guarantee will not pay for any repairs if they are covered by an insurance policy or motoring breakdown organisation.

5.9 This guarantee will be governed by English law.

5.10 This guarantee does not entitle you to Breakdown Assistance / Rescue Services.

5.11 If any information provided by you or anyone acting on your behalf is inaccurate or if you do not disclose any information that might reasonably affect our decision to provide a guarantee to you, your right to any benefit under this guarantee will end. If any claim under this guarantee is fraudulent or is intended to mislead, or if any misleading or fraudulent means are used by you or anyone acting on your behalf to obtain a benefit under this guarantee, your right to any reimbursement will end, and the administrator shall be entitled to recover any monies paid and costs incurred as a result of such fraudulent or misleading claim, which may include legal action. No refund will be made.

5.12 This guarantee will cover vehicles which are used for hire or reward, for example as a taxi, minicab or for driving tuition for a maximum of 10,000 miles from the mileage declared at the inception of the policy.

5.13 Contribution - It is not the intention, implied or otherwise, of the warranty to make new vehicles from old. Where replacement components are fitted to replace old worn components which have suffered a breakdown, this results in your vehicle being in a better condition than it was before the breakdown, so you are required to pay a contribution towards the cost of the repairs. For vehicles older than 6 years or with more than 60,000 recorded miles, this warranty will provide cover based upon the limits detailed in the customer schedule and in accordance with the following table based upon vehicle age and mileage at time of failure.

#### Contribution Scale

Age or Mileage	Your Repair Contribution
Up to 6 years, or 60,000 miles	0%
Over 6 years, or 60,000 miles	20%
Over 7 years, or 70,000 miles	30%
Over 8 years, or 80,000 miles	40%
Over 10 years, or 90,000 miles	50%

The mileage limits as stated above are the total miles from the date of the vehicle's first registration for use on the road.

Where a vehicle has high mileage for its age, the mileage will be used to determine the contribution scale that is applied to your claim. Where the vehicle has low mileage for its age, the age will be used to determine the contribution scale that is applied to your claim.

The repair contribution is applied to the net cost of repair, excluding VAT.

## **6. IF YOUR VEHICLE HAS A FAULT**

If you think that your vehicle has a fault that may be covered by this guarantee, you must contact the administrator in the first instance. Submit a claim at [motorwarrantyassist.co.uk](mailto:motorwarrantyassist.co.uk). The claims department is open from 9:00 am to 5:00 pm Monday to Friday. The administrator will require the following information, so please have this to hand when submitting a claim;

- a. the registration number of your vehicle,
- b. current mileage on your vehicle,
- c. your vehicle's service history.

You will need to take your vehicle to a repairer. The administrator has a nationwide network of nominated repairers who are familiar with the administrator's claims and billing procedures.

The administrator shall recommend these repairers wherever possible. If a suitable nominated repairer cannot be located, the administrator will agree to a suitable local alternative with you. You should then take your vehicle to the repairer and give them your permission to investigate the fault. The repairer should then contact the administrator to discuss their findings and obtain our permission to carry out the repair. No repairs can be carried out without the administrator's permission, via email.

When the administrator authorises a repair, it will do so by issuing email confirmation to your repairer with an authorisation code. Repairs must not be started until the administrator has given this number to you or your garage.

### **6.1 Investigation**

You must authorise any dismantling of components for inspection, and you will be responsible for the cost incurred if the repair is not covered by this guarantee. Dismantling costs will only be paid as part of an authorised repair.

### **6.2 Assessing the repair**

The administrator reserves the right to use an Independent Consulting Engineer to inspect your vehicle, the failed components and the vehicle's service history before the administrator authorises a repair. Whilst the administrator will make every effort to ensure this happens with the least delay and inconvenience to you, they shall not be liable for any losses you incur through any delay.

### **6.3 Claims Limit, Labour and component costs**

Labour times will be reimbursed in accordance with the times given in Glass's ICME Manual at the rates charged by the administrator's nominated repairers, unless agreed beforehand. The administrator may ask the repairer to use guaranteed exchange units or factor components in repairing your vehicle.

Repair Contribution	£50.00
Per Claim Limit	£350.00 (Inc. VAT)
Total Claim Limit	Value of the vehicle
Third Party Labour	£50.00 (plus VAT)

### **6.4 Indemnity and costs**

This guarantee is a contract of indemnity. This means that if repairs to your vehicle make it better than it was immediately prior to the mechanical breakdown, you may be asked to pay a contribution towards the costs. Not all the costs of the repair will always be covered by this guarantee. Additional repair costs and those not covered by this guarantee must be paid for by you.

### **6.5 Invoicing**

You or the repairer must send the administrator an original, fully detailed and itemised invoice and any proof of service that the administrator requires. Please clearly mark on the invoice to whom the administrator should make payment. Photocopies of invoices will not be accepted. Only the amount authorised by the administrator for the claim will be paid. Payment of any authorised claim will not be paid until the guarantee premium has been received by the administrator.

### **6.6 On completion**

Wherever possible, the administrator will pay the repairer directly up to the amount authorised. You must make arrangements to cover any costs not covered by this guarantee. If you are VAT registered, we will not pay the VAT element of your claim.

## **7. IF YOU ARE UNHAPPY WITH OUR SERVICE**

We always aim to provide a first-class standard of service. However, if you are unhappy, you should in the first instance address your enquiry to ourselves by email [claims@motorwarrantyassist.co.uk](mailto:claims@motorwarrantyassist.co.uk)

## **8. DATA PROTECTION ACT**

We are the Data Controller for the data You provide to Us. We need to use Your data in order to arrange Your insurance and associated products.



You are obliged to provide information; without which We will be unable to provide a service to You. Any personal information provided by You may be held by the Insurer in relation to Your insurance cover. It may be used by our relevant staff in making a decision concerning Your insurance and for the purpose of servicing Your cover and administering claims.

We and other organisations may use these records to help make decisions on warranty applications and warranty claims, for You and members of Your household. We process all data in the UK, but where we need to disclose data to parties outside the European Economic Area (EEA) We will take reasonable steps to ensure the privacy of Your data. In order to protect Our legal position, we will retain Your data for a minimum of 7 years.

We have a Data Protection regime in place to oversee the effective and secure processing of Your data. Under GDPR legislation, you can ask Us for a copy of the data We hold, have it corrected, sent to a third party or deleted (subject to Our need to hold data for legal reasons). We will not make Your personal details available to any companies to use for their own marketing purposes.

If You wish to complain about how We have handled Your data, you can contact Us, and We will investigate the matter. If You are not satisfied with Our response or believe We are processing Your data incorrectly You can complain to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.