

INTRODUCTION

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

We take our obligations to you seriously and the vehicle has passed our pre delivery inspection to reach you in the best possible condition, and we offer you the opportunity to extend the period of guarantee for up to three years to cover faults which may occur after you take delivery of your vehicle.

This guarantee will contribute to the cost of repairs that need to be made to your vehicle due to the unforeseen mechanical breakdown of any 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 on our behalf by Spectrum Insurance Services Limited, Westthorpe Business Centre, Westthorpe Fields Business Park, Killamarsh, Derbyshire, S21 1TZ ("the administrator").

If you think that your vehicle has developed a fault that may be covered by this guarantee, please notify the administrator on 01143 219877. If it is not convenient for you to return the vehicle to us, the administrator has a network of nominated repair centres 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 you

have bought to go with your new car and specifies what is covered and what is not included within the coverage of this guarantee.

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 please call the administrator on 01143 219 877. The claims procedure is explained in section 6.

CANCELLING THIS GUARANTEE

You may cancel this guarantee within 14 days of receiving this contract by contacting us and you will receive a full refund of the premium paid. If you have made a claim that has been paid, the cost of the claim will be deducted from your refund.

You may cancel this guarantee at any time after 14 days but no refund of premium will be available.

1. WHAT YOU ARE COVERED FOR

All mechanical and electrical components and associated labour costs are covered by this insurance against mechanical breakdown provided they are of the original manufacturer's specification and are not listed below.

Bodywork, paintwork, light units, interior and exterior trim, glass, mirrors, handles, hinges, cables, pipes, hoses, wires, belts, fasteners, exhaust systems, alarms, tracker units, immobilisers, central locking remote control units, seats, seat belt systems & air bag systems.

Routine maintenance & items failing due to general deterioration or wear and tear.

Workshop consumables and service & maintenance items which include, but are not limited to; spark plugs, glow plugs, brake & clutch friction materials, wiper blades & arms, bulbs, batteries & fuses.

Pipes, hoses, unions, wiring & connections, air conditioning / climate control system receiver drier.

The maximum amount that this guarantee will pay for any one repair, and the amount we will pay for all repairs in total during the duration of this guarantee, will be limited to the claim limits shown on your guarantee schedule.

If the repair of a covered component necessitates re-gassing of the air conditioning system this guarantee will pay a maximum of £40.00 including VAT toward the cost.

If your vehicle is part-time or full-time four wheel drive you must make an additional payment to us to guarantee the applicable components.

The following components will only be covered for mechanical breakdown if you make an additional payment to us.

Catalytic Converter

Factory fitted catalytic converter. Excludes damage or failure caused by impact, corrosion or the use of incorrect grade or type of fuel.

Power Roof Motor

Factory fitted convertible roof motor, solenoids & ECU

Communication Centre

Command and communication centre, factory fitted satellite navigation system and In-Car entertainment is covered for mechanical breakdown up to £1000 per claim and in aggregate. Excludes software updates, wiring, third party services and equipment incompatibility.

1. WHAT YOU ARE COVERED FOR (Cont.)

MOT Failure

Repair or replacement of mechanical or electrical components required for a VOSA MOT Certificate (VT20). One valid claim per year. All failed parts must be noted on the VOSA MOT failure certificate (VT30) and exclude the following: Lighting equipment - broken or cracked lenses, condensation, replacement bulbs or beam realignment. Steering and Suspension - rubber bushes, wheel balancing and / or wheel / suspension alignment. Brakes - discs / drums, worn pads and / or shoes. Seatbelts - cut or damaged straps or webbing. Structure - body or chassis repairs,

repairs due to corrosion, seat mountings and / or runners, battery, cracked or damaged mirror glass, fuel tank or fuel leaks, windscreen cracks or chips. Exhaust and Emissions - leaking or corroded exhaust system. Cost of Mot test and re test fee, parts noted on MOT advisory Notice, Service items, including but not limited to - Tyres, batteries, bulbs, lubricants and filters, friction materials and impact damage. Any MOT failure repairs within 90 days of your guarantee start date, 30 days before or after the MOT due date.

2. WHAT YOU ARE NOT COVERED FOR

- 2.1 Components 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.

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 on the your guarantee schedule. 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 towards the cost of hiring a replacement vehicle.

A maximum of 7 days car hire is available with one day being allowed per 8 full hours of repair time. 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 60 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

In the event of a mechanical breakdown away from home which means you are unable to return to your home the guarantee will pay up to £100 including VAT toward the cost of your overnight hotel accommodation or your rail fare to get you home.

3.4 Recovery

In the event a mechanical breakdown renders your vehicle immobile (or if continued driving of your vehicle could cause danger or further damage this guarantee will pay up to £50 including VAT towards the cost of recovering your vehicle to a repairing garage.

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

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. is used for hire or reward for example as a taxi, mini cab or for driving tuition;
- b. has been modified unless we have agreed this before the guarantee start date;
- c. is over 3.5 tonnes;
- d. is used in any sort of race or rally or any other competition; or
- e. 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 This guarantee is not an individual contract of insurance, and so is not regulated by the Financial Conduct Authority or covered Financial Services Compensation Scheme.

5.12 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 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.

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. Telephone number: 01143 219 877 The claims department is open 9:00am to 5:00pm Monday to Friday.

The administrator will require the following information, so please have this to hand when telephoning:

- a. your guarantee number and registration number of your vehicle;
- b. current mileage on your vehicle; and
- 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 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 as evidenced by an authorisation number.

When the administrator authorises a repair it will do so by issuing a unique authorisation number to your repairer. 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 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.

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 cost 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. IF YOUR VEHICLE HAS A FAULT

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. DATA PROTECTION

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.

Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. We may obtain information about You from credit reference agencies, fraud prevention agencies and others to check Your credit status and identity. The agencies will record Our enquiries, which may be seen by other companies who make their own credit enquiries. If You provide false or inaccurate information and We suspect fraud, We will record this.

We and other organisations may use these records to:

a. Help make decisions on insurance proposals and insurance claims, for You and members of Your household

b. Trace debtors, recover debt, prevent fraud, and manage Your insurance policies

c. Check Your identity to prevent money laundering, unless You furnish Us with satisfactory proof of identity.

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.

8. 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 the administrator quoting your guarantee number. Telephone: 01143 219680.

email: customerservices@spectrumcover.co.uk.

If you are still unhappy contact us and we will review your complaint with the administrator on your behalf.