

**“Auto” Dealer
Mechanical Failure Guarantee
Terms and Conditions**

1. Understanding Your Guarantee

This Guarantee consists of:

- 1.1. the Guarantee Terms and Conditions;
- 1.2. the Guarantee Schedule; and
- 1.3. any additional endorsements.

This Guarantee has been arranged by Us, the Supplying Dealer issuing this Guarantee to you, and is administered by RA Claims Limited, Suite V12B, Ringtail Road, Burscough, Lancashire, L408JY. Telephone 01491 352101. (“the Administrator”).

This Guarantee is designed to protect You against the sudden and unexpected Mechanical Failure of electrical or mechanical components of the Vehicle, during the Guarantee Period. We will provide a repair or replacement up to the Claim Limit per claim only and only one claim may be made in respect of any particular component. We will only repair or replace up to the Vehicle's market value (at the point of claim) in aggregate of all claims.

2. Important Information

It is important that You read these Guarantee Terms and Conditions carefully and make sure You understand them as they set out the requirements of Your Guarantee. If You do not fully comply with the Terms and Conditions, it may jeopardise Your Guarantee or a claim made under it.

You are protected from the Start Date of the Guarantee Period set out in Your Guarantee Schedule. Your Guarantee Schedule, these Guarantee Terms and Conditions and any endorsements show what is included and what is not included; please ensure You keep them in a safe place so You can read them again if You need to.

If You find that this Guarantee is not suitable for You or that there is anything that You do not understand, please contact Us, Your Supplying Dealer. Please refer to the section of these Guarantee Terms and Conditions called ‘Cancellation’ if You wish to cancel the Guarantee.

The information You provide as part of the application for this Guarantee forms part of the contract between You and Us, and any changes to such information must be immediately notified to the Administrator. Your Guarantee is validated by the issue of a Guarantee Schedule, containing Your Guarantee details and providing Your Guarantee Number.

3. Definitions

Wherever the following words and phrases appear with a capital letter, they will always have the following meanings:

Administrator	RA Claims Limited, Suite V12B, Ringtail Road, Burscough, Lancashire, L408JY. Telephone 01491 352101.
Autodata	An industry-standard supplier and publisher of technical information (including repair times) for the automotive after sales market.
Authorised Repairer	A VAT-registered motor repairer, approved in advance by the Administrator.
Betterment	Where the Vehicle will ultimately be in a better condition or enjoy a better value once repaired than it enjoyed immediately prior to the Mechanical Failure, a contribution required from You towards the cost of the claim.
Claim Limit	The maximum amount of repair/replacement that We will provide to You in the event of a claim on this Guarantee, as shown on Your Guarantee Schedule. This amount includes parts, labour and VAT (providing You are not VAT registered)

Consequential Loss(es)	Any losses which do not arise directly from the cause of the Mechanical Failure, such as (but not limited to), economic loss, loss of profit, loss of goodwill, damage to reputation, loss of a contract or business opportunity, losses caused by the Vehicle being unfit to drive.
Cover Level	The level of cover applicable to You and Your Vehicle during the Guarantee Period, as stated on Your Guarantee Schedule
Geographical Limits	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
Guarantee Schedule	The document issued to You by Us at the provision of this Guarantee, confirming Your name, the Vehicle details, the Cover Level applicable, the Claim Limit, the Guarantee Period and Your Guarantee Number.
Guarantee Number	The number We issue to You as set out on Your Guarantee Schedule.
Guarantee Period	The period of time within which this Guarantee applies, as shown on Your Guarantee Schedule.
Start Date	The date that Your Guarantee commences, as shown in Your Guarantee Schedule.
Vehicle	The vehicle protected by this Guarantee, as detailed in Your Guarantee Schedule.
We/Us/Our/Supplying Dealer	The motor dealer who sold You the Vehicle and provided this Guarantee to You.
Wear and Tear	The normal gradual deterioration of included components as a result of age, mileage and/or usage.
You/Your	The person whose name is shown on the Guarantee Schedule.

4. What is Covered

Providing any payment due for Your Guarantee has been paid in full when due, and providing You comply with the Terms and Conditions of this Guarantee, We will protect You against a sudden and unexpected Mechanical Failure of the electrical or mechanical components of the Vehicle listed for Your Cover Level, up to the Claim Limit, occurring during the Guarantee Period within the Geographical Limits, and subject to the terms, conditions, exclusions and limitations set out in this Guarantee. Upon a valid claim for a Mechanical Failure of a covered component, We will provide or arrange a repair or replacement of that component. Coverage is provided for parts and labour costs up to hourly labour rate shown in Your Guarantee Schedule, plus VAT. Please note there are general exclusions which apply, as set out in section 5, and also exclusions specific to Your Cover Level, as set out on pages 11. You may make more than one claim during the Guarantee Period, but each claim is subject to the Claim Limit and We will only repair up to the Vehicle's market value (at the point of claim) in total aggregate of all claims. We shall only provide benefit once for any part or component during the Guarantee Period.

You must obtain authorisation from Our Administrator before any repairs are commenced.

Details of what is and is not provided under Your Guarantee are shown on pages 11

5. What is not Covered

In addition to the specific exclusions detailed under the relevant Cover Levels in pages 11 of this document, the following general exclusions apply, and are not included for cover under this Guarantee:

- 5.1.** Any bodywork handles and hinges, interior/exterior trim, brightwork, paint, glass (including front and rear heated screens and elements), weather strips, rubber seals, sheet metal, sunroof panels, seals, carpets, seat belts, wiper arms/blades, wheels and tyres, wheel alignment/balancing, adjustments.
- 5.2.** Beam axle and bearings, radius arm and bearings, rubber gaiters, drive flange, together with all other drive system parts not listed as included under the 'What is Included' section.
- 5.3.** Service parts and other parts that are subject to routine maintenance or periodic repair, including (but not limited to) plugs, points, condenser, distributor cap, rotor arm, HT leads, filters.

- 5.4.** Any electrical accessories such as bulbs, lamps, lenses, batteries (unless covered by the Boost option), fuses, fuse box, wiring harness, wiring terminals or the remaking of disturbed electrical connections, car telephones or satellite navigation systems (unless covered by the Boost option).
- 5.5.** Brake discs, brake pads, brake lining/shoes.
- 5.6.** Any parts of the catalytic converter and exhaust (including the particulate filter, unless covered by the Boost option).
- 5.7.** Air conditioning recharging, anti-freeze, lubricants, filters, transmission fluids, seized callipers, internal or external oil seals, cracked blocks and heads, linkages, cables, lock barrels, keys, key fobs, drop links, window regulators and cables, exhaust system, auxiliary drive belts, brackets, mountings, tappings, supports, fixings and fastening devices, fuel tank, rubber hoses, pipes and unions, all core plugs, air bags and systems (including switches, modules and control unit).
- 5.8.** Any incorrectly fitted or repaired parts.
- 5.9.** Any item or accessory not in the manufacturer's original specifications, or where the Vehicle has been altered or modified from the manufacturer's original specification.
- 5.10.** All internal or external oil seals and any oil leaks.
- 5.11.** Any working materials and supplies such as oils, filters and anti-freeze, unless they are required as a direct result of the failure of an included part.
- 5.12.** Any item which has failed due to overheating, Wear and Tear (unless covered by the Boost option), gradual deterioration, corrosion or where the clutch is burnt out. Any adjustments, freeing off, cleaning or lubricating of parts. Any seized components.
- 5.13.** Any failure due to carbonisation, including failures caused by the build-up of carbon deposits (including carbonised, burnt or pitted valves and decokes).
- 5.14.** The cleaning of fuel lines, filters, carburettors and pumps/nozzles due to the use of incorrect, contaminated or stale fuel.
- 5.15.** Any loss, damage, failure or breakdown caused by corrosion, frost, lack or leakage of anti-freeze lubricants or hydraulic fluids.
- 5.16.** Any loss, damage, failure or breakdown caused by blockage, ingress of a foreign matter or fluid (including water ingress); this includes foreign matter entering the fuel or cooling system.
- 5.17.** Any loss, damage, failure or breakdown caused by use of a grade of oil, fuel, lubricants, hydraulic fluids or any additives which the manufacturer of the Vehicle does not recommend.
- 5.18.** Any loss, damage, failure or breakdown that is caused by the following:
 - (a) a defect which is likely to have existed before the start of the Guarantee Period;
 - (b) faulty repair or incorrect maintenance or servicing of the Vehicle;
 - (c) repairs, replacements or alterations which We have not authorised, experimental equipment, routine servicing or maintenance of Vehicles in any way modified from the manufacturer's specification.
- 5.19.** Any losses:
 - (a) occurring during the manufacturer guarantee period, or where faults have developed during such period prior to the Start Date of the Guarantee Period (providing they were evident at that time) and which have not been completely rectified;
 - (b) resulting from any modification to the Vehicle or the substitution of components by non-standard components or equipment not approved by the manufacturer of the Vehicle;
 - (c) caused by:
 - i. overheating or corrosion;
 - ii. routine servicing maintenance or repair of the Vehicle or from negligence, abuse or wilful damage;
 - iii. the subjecting of the Vehicle to a load greater than that permitted by the manufacturer's recommendations;
 - iv. fire, self-ignition, lightning, earthquake, explosion, frost, snow, ice, flooding, freezing, storm, tempest, water damage, theft or attempted theft, aircraft or other aerial devices or articles dropped therefrom or any extreme cause;
 - v. any road traffic accident or collision.

- 5.20.** Mechanical Failure of a component or components which are either subject to recall by the Vehicle's manufacturer or can be considered as having inherent design faults or well publicised defects (including but not limited to those leading to the parts being redesigned, updated or superseded).
- 5.21.** Any components which have not failed but have been reported as requiring replacement during routine servicing and/or repairs or at the time repairs are in progress.
- 5.22.** Any vehicle over not satisfying the 'Vehicle Eligibility' for the applicable Cover Level at the Start Date of the Guarantee Period.
- 5.23.** Any Vehicle used for competitions, racing, pace making, rallies, speed testing, off road use, or for Hire or Reward.
- 5.24.** Any loss where the speedometer has been tampered with, altered or disconnected.
- 5.25.** Any Vehicle which is owned by a business formed for the purpose of vehicle repair, servicing or dealership, or by an employee of such a company or person.
- 5.26.** Mechanical Failure which occurs outside the Geographical Limits.
- 5.27.** Local tax if the repair is completed outside of Great Britain.
- 5.28.** Any liability for death, bodily injury or loss of or damage to property (other than the Vehicle parts included) or loss of use of the Vehicle or any Consequential Loss(es).
- 5.29.** Aston Martin, Bentley, Bristol, Bugatti, Cosworth, De Tomaso, Dorchester, Ferrari, Ginetta, Hummer, Honda NXS models, Lamborghini, Lancia Thema, Lotus, Maserati, Maybach, Mitsubishi 3000GT, Marcos, Noble, Rolls Royce, TVR and vans above 3500kg. Kit cars, grey imports and any American make of vehicle unless manufactured as right-hand drive for the UK market; any vehicle not mentioned in Glass's Guide, commercial vehicles over 3500kg GVW, emergency vehicles, buses, scooters, motorcycles, mobility vehicles, any vehicle which has been modified other than in accordance with the manufacturer's specifications and any make of vehicle not built for principal sale in the UK.
- 5.30.** Losses normally covered under a road risks insurance policy or losses resulting from an accident to the Vehicle.
- 5.31.** Any liability for claims directly or indirectly caused by:
- (a) any act, omission or negligence by You (or any user of the Vehicle), which adds to the cost of the repairs claimed for;
 - (b) any damage that is indirectly caused by You, or Your failure to take preventative steps that result in damage being caused to the Vehicle (for example, the Vehicle being driven with a defective part) and any loss arising from:
 - i. excluded parts;
 - ii. incorrectly fitted parts or use of wrong lubricant;
 - iii. insufficient servicing, coolant or lubrication;
 - iv. faults present at purchase of the Vehicle.
- 5.32.** Exhaust emission MOT failures - these are not Mechanical Failures and are not included under this Guarantee.
- 5.33.** Any Mechanical Failure caused by lack of normal and proper use or care, including the incorrect use of fuel.
- 5.34.** Mis-diagnosis of a required repair by the repairer under an authorised claim.
- 5.35.** Where the claim was caused directly or indirectly by war, hostilities (whether war be declared or not), terrorist activity, revolution, military or usurped power, civil commotion or any similar event; radiation or contamination or the effects of radiation.
- 5.36.** Where You make a claim outside the Guarantee Period or where the Mechanical Failure leading to the claim arises outside the Guarantee Period.
- 5.37.** Any repair which costs in excess of the Claim Limit or the aggregated claims in excess of the Vehicle's market value at the point of claim.
- 5.38.** Where repairs have not been authorised by the Administrator.
- 5.39.** Where repairs are covered under another policy, guarantee or guarantee.
- 5.40.** Where Your claim or potential claim is not notified to Us in accordance with the section of this Guarantee called 'Claims Procedure'.
- 5.41.** Fraud - if a claim is fraudulent in any respect, or if fraudulent means are used by You or by anyone acting on Your behalf to obtain any benefit under this Guarantee, or if damage is caused by You or the third parties' wilful act or default, all benefit under this Guarantee shall be forfeited in respect of that claim and We will cancel this Guarantee.

5.42. Any repairs or costs involving Your misrepresentation, fraudulent misrepresentation, negligence, error, omission or any false declaration by You or anyone acting on Your behalf.

5.43. IT IS A CONDITION of this Guarantee that if within a period of 12 months after a claim or claims have been validated under this Guarantee, it is discovered that such claim should not have been validated due to one of the above exclusions, then You shall repay the cost of such claims to Us forthwith.

6. Servicing Standards and Record

6.1 You are solely responsible for providing proof that the relevant service and timing belt schedules have been fully complied with. In order that this Guarantee is not invalidated, You must ensure that the Vehicle is serviced by a VAT-registered garage (preferably the Supplying Dealer).

6.2 *Servicing options*

(a) If Your Vehicle has a service book detailing a full service history from new, in line with the manufacturer's recommendations, then Your Vehicle should continue to be serviced by a VAT-registered garage in accordance with the manufacturer's recommendations for the specific make, model and age of Your Vehicle. Please ensure that You are fully aware of the manufacturer's recommended service intervals for Your make, model and age of vehicle.

(b) If Your Vehicle does NOT have a service book detailing a full service history from new but a pre-delivery service and PDI were carried out, You can then have Your Vehicle maintained in line with the manufacturer's recommendations. You may be required to produce evidence of the PDI/service in the event of a claim.

(c) If Your Vehicle does NOT have a service book detailing a full service history from new and a pre-delivery service and PDI has NOT been carried out, You will be required to have Your Vehicle serviced by a VAT-registered garage 6 months or 6000 miles from the date of purchase/mileage at purchase, whichever is sooner. Thereafter, You must have Your Vehicle serviced in line with the manufacturer's recommendations.

6.3 On all the above options, We will allow a maximum of 1,000 miles or 4 weeks' leeway on either side of the stipulated time, whichever occurs first.

6.4 The only acceptable proof of servicing is fully detailed original VAT invoices from a VAT-registered garage; You may be asked to provide these in the event of a claim.

6.5 New Vehicles: during the manufacturer's guarantee please ignore the servicing schedules shown above and only service the Vehicle in line with the manufacturer's recommendations.

6.6 Failure to service the Vehicle in accordance with this requirement may mean that We will refuse Your claim where it is highly likely that the lack of servicing has materially contributed to the Mechanical Failure.

7 Claims Procedure

7.1 If You consider You have a claim, DO NOT proceed with repairs until the claim is authorised by the Administrator.

7.2 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.

7.3 Find the cause of the problem and check whether it is included under this Guarantee; this may involve taking the Vehicle to a VAT-registered garage and asking them to diagnose the problem. If the Supplying Dealer does not have repair facilities, please contact the Administrator on 01491 352101 for details of an Authorised Repairer.

7.4 You must report any potential claim as soon as reasonably possible, but no later than 7 days after the incident leading to the claim.

7.5 Your repairer must telephone the Administrator on 01491 352101 and obtain a claim authority number **prior** to any work being carried out. At that time the Administrator will need:

- (a) Your name and Guarantee Number;
- (b) the nature of the claim;
- (c) an estimate of the total cost of the repair;
- (d) the Vehicle's current mileage; and
- (e) an indication of the Vehicle's service history.

7.6 You may have to provide the Administrator with proof of servicing before a claim will be settled under this Guarantee.

- 7.7** The Administrator may authorise repairs immediately, call for other estimates, nominate another repairer, investigate the claim further and/or appoint an independent assessor to inspect the Vehicle.
- 7.8** When repairs are authorised a claim authority number will be given. Please note any admission of liability is conditional upon the Terms and Conditions of this Guarantee having been adhered to (for example, the servicing requirements).
- 7.9** On completion of repairs, please send the repairer's invoice and corresponding documents (including evidence of the service history, including invoices, if requested) to the Administrator, quoting the Guarantee Number, claim authorisation number and details of who to pay.
- 7.10** Authorised repairs not claimed for within 90 days will not be valid.

8 Claims Conditions

- 8.1** We will not be liable for any claim, repair or replacement if You do not report the Mechanical Failure as required in accordance with these Guarantee Terms and Conditions.
- 8.2** We will not be responsible for the cost of diagnosis, and We will not pay for any stripping down of the parts to determine the cause of the failure unless We accept the claim.
- 8.3** We reserve the right to examine the Vehicle and/or subject the Vehicle to an independent assessment, at Our expense, the result of which will be binding on all parties.
- 8.4** We reserve the right to nominate the repairer.
- 8.5** If, following specific arrangements for inspection, and through no fault of Our own, the engineer cannot inspect (for example, because the Vehicle is not available or is not stripped etc.) We will deduct fees for the second inspection visit from the authorised amount of the claim.
- 8.6** If anybody is to repair or replace any part included against Mechanical Failure under this Guarantee they must first telephone the Administrator to obtain approval for the work and to agree any costs for which We are to be responsible.
- 8.7** Labour costs will be restricted to Our maximum agreed labour rate (as stated on Your Guarantee Schedule).
- 8.8** If the part is beyond economic repair, the Authorised Repairer may replace it with a similar part.
- 8.9** Any reprogramming time required following a repair or replacement of an included part will be limited to a maximum of 1 hour at the maximum hourly labour rate shown.
- 8.10** All work must be carried out within 30 days of reporting a fault to Us/Our Administrator.
- 8.11** The most We will repair up to in total per claim is the Claim Limit shown on Your Guarantee Schedule.
- 8.12** We will only repair up to the Vehicle's market value (at the point of claim) in aggregate of all claims.
- 8.13** We will not provide any benefit for local tax if the repair is completed outside of Great Britain.

9 Betterment

- 9.1** Where the Vehicle will ultimately be in a better condition or enjoy a better value once repaired than it enjoyed immediately prior to the Mechanical Failure, We reserve the right to a require a contribution from You towards the cost of the claim.
- 9.2** The Betterment contribution required from you will be applied to the cost of parts and labour (including VAT), according to the mileage at the date of claim:

Mileage	Betterment Contribution
0-69,999 miles	No contribution required
70,000-80,000 miles	10%
80,001-90,000 miles	15%
90,001-100,000 miles	20%
100,001-110,000 miles	25%
110,001-120,000 miles	30%
120,001-130,000 miles	40%
130,001-140,000 miles	50%
140,001-150,000 miles	60%
150,000 miles and above	70%

10 General Conditions

- 10.1** The Vehicle must have a minimum of three months remaining on a valid MOT schedule at the Start Date of the Guarantee Period as well as being taxed and legal for use on the public highway.
- 10.2** We shall not provide any benefit under this Guarantee until any payment due for this Guarantee has been made in full.
- 10.3** You must comply with all the Terms and Conditions of this Guarantee before any claim under this Guarantee will be validated.
- 10.4** You must take reasonable care and take all reasonable precautions to prevent and/or minimise any loss or damage to the Vehicle or any claim under this Guarantee. You must keep the Vehicle in an efficient and roadworthy condition and regularly service it in accordance with the guidelines set out under the section 'Servicing Standards'. You must allow Us free access to examine the Vehicle.
- 10.5** Any claims shall be made in accordance with the section 'Claims Procedure'. If You receive any monies (whether from some other insurance, or any other third party) in respect of which You have received benefit under this Guarantee, these monies shall be paid forthwith to Us.
- 10.6** We have the right to specify the use of warranted reconditioned or exchange units, and Our liability will be limited to the cost of these parts. You should be aware that the use of warranted reconditioned or exchange units may affect any manufacturer's guarantee upon the Vehicle, and it is Your responsibility to ensure that You do all such things as may be required by the manufacturer to keep Your manufacturer guarantee valid. We take no responsibility for any impact this Guarantee or the use of warranted reconditioned or exchange units may have on the Vehicle's manufacturer guarantee.
- 10.7** If the Administrator gives provisional authorisation for repairs, We will assess repair times in line with the Autodata manual current at the time. We will not pay more than the manufacturer's list price for parts or the recommended retail price of aftermarket or reconditioned parts, whichever is the lesser amount.
- 10.8** If We accept a claim We have the right:
- (a) to require a contribution from You if the repaired Vehicle will ultimately be in a better condition than before the claim; and
 - (b) to take Wear and Tear into consideration when settling the claim (subject to clause 9 Betterment, and whether you have optional Boost cover).
- 10.9** This Guarantee is limited to a Mechanical Failure of each included part on only one occasion during the Guarantee Period.
- 10.10** If more than one included part has failed at the time You contact the Administrator, it will be dealt with as one claim.
- 10.11** If You are VAT registered, the VAT element will not form part of any claim against Us.
- 10.12** Upon validation of a claim, We shall be subrogated to:
- (a) all Your rights of recovery of the sums included therein;
 - (b) all Your rights, title and interest in, and right to receive payments of all or part of the claim.
- 10.13** We shall be entitled to apply the principle of rateable proportion to the cumulative value of loss under this Guarantee, should another policy of insurance, guarantee or guarantee protecting You be in existence.
- 10.14** This Guarantee is not assignable or transferrable to anyone else except in accordance with the 'Transferring Your Guarantee' section.

11 When This Guarantee Will Cease

- 11.1** This Guarantee will cease upon the earliest of:
- (a) the expiry of the Guarantee Period shown on Your Guarantee Schedule;
 - (b) the Vehicle being sold, unless You transfer Your Guarantee as per the 'Transferring Your Guarantee' section;
 - (c) Your or Our cancellation of Your Guarantee;
 - (d) if there is a change of, or change in use of, the Vehicle such that it no longer complies with the Terms and Conditions of this Guarantee;
 - (e) when the aggregated value of claims in any Guarantee Period has reached the market value (at the point of claim) of the Vehicle;

- (f) where the Claim Limit has been reached in respect of a claim (benefit shall still apply in respect of subsequent claims subject to the Claim Limit and subsection 10.1.e. above).

12 Fraud, Misinformation and Misrepresentation

- 12.1** If a claim under this Guarantee is fraudulent in any respect, or if fraudulent means are used by You or anyone acting on Your behalf to obtain, or to obtain benefit under, this Guarantee, or if damage is caused by Your or the third parties' wilful act or default, all benefit will be forfeited. We will not return to You any payment You have made.
- 12.2** This Guarantee may be voidable at Our discretion in the event of misrepresentation of any facts relevant to a decision by Us as to whether Your Vehicle should be protected. You must take reasonable care to answer Our questions fully and accurately and You must take reasonable care to ensure that information You provide is not misleading.
- 12.3** If this Guarantee is voided We will not return to You any payment You have made.

13 Cancellation

- 13.1** If You find that this Guarantee does not meet Your needs, please contact Us.
- 13.2** If You choose to cancel this Guarantee outside of the initial 14 days, We will not refund any payment made by You.
- 13.3** We may cancel this Guarantee if there is a change in the law or regulation or if, due to such change, We are unable to continue to provide benefit, by giving 14 days written notice to You. We will provide You with a pro-rata refund of any payment made by You, proportionate to the unexpired period of the Guarantee.
- 13.4** There will be no refund for any cancellation by You or Us if You have made a claim.

14 Change in Circumstances

- 14.1** You must, as a condition of this Guarantee, immediately notify the Administrator about any changes during the Guarantee Period to the details that You provided to Us for this Guarantee (including, but not limited to, if You change Your address or if You no longer have the Vehicle in Your possession). Please remember that if You do not inform Us of any changes, it may affect any claim that You may wish to make under this Guarantee.
- 14.2** We shall not change the Terms and Conditions of this Guarantee without notifying You in writing first. We may need to change the Terms and Conditions of this Guarantee because of a change in the law or to regulations.

15 Transferring Your Guarantee

- 15.1** We may transfer, charge, mortgage, subcontract or deal in any other manner with all or any of Our rights or obligations under this Guarantee but this shall not affect Your rights or benefit under the Guarantee. You may not transfer or assign this Guarantee except as set out in this section.
- 15.2** This Guarantee only applies to the Vehicle and is not transferable to any other. The Guarantee ends if You dispose of or sell the Vehicle, unless You make a valid transfer of the Guarantee to the new owner within 7 days of the sale.
- 15.3** This Guarantee can only be transferred to a private individual, who first agrees to be bound by these Terms and Conditions, by sending a completed "Transfer of ownership" form, together with the transfer fee of £25.00, to the Administrator. If, in the event of Your death, ownership of the Vehicle passes to an immediate relative, the Guarantee will automatically continue for the benefit of that person.
- 15.4** You should send the transfer request by recorded delivery to the Administrator, and include the transfer fee, Your Guarantee documents, proof of sale of the Vehicle and all service documents.
- 15.5** Transfer can only occur if Our recommended service schedule has been complied with since the original Start Date of the Guarantee and is subject to approval by Us and/or the Administrator. Once the fee is paid and the transfer is completed, benefit is reinstated for the unexpired term of the Guarantee.

16 Customer Enquiries and Complaints

We aim to provide a first class service at all times. The Supplying Dealer should be able to address any issues or cause for concern You may have regarding the sale or provision of this Guarantee in the first instance and will be able to provide You with a copy of their complaints procedure.

If You have any other cause for concern or complaint, including regarding the service, administration, cancellation, amendment of or claim under this Guarantee, You can request a copy of the Administrator's complaints procedure by contacting: RA Claims Limited, Suite V12B, Ringtail Road, Burscough, Lancashire, L408JY. Telephone 01491 352101.

Telephone calls may be recorded for the purposes of staff training and improving customer service.

17 Subrogation

We or Our Administrator may take proceedings in Your name at Our expense to recover any sums incurred under this Guarantee from a third party. You shall execute and deliver all documents and instruments and do whatever is reasonably necessary to secure subrogation and all other recovery rights for Us upon payment of a claim. You shall do nothing to prejudice Our rights.

18 Waiver

No failure or delay by You, Us or Our Administrator to exercise any right or remedy provided under this Guarantee or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

19 Severance

19.1 If any court or competent authority finds that any provision of this Guarantee (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Guarantee shall not be affected.

19.2 If any invalid, unenforceable or illegal provision of these Guarantee Terms and Conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable and, to the greatest extent possible, achieves the parties' original intention.

20 Governing Law

Unless specifically agreed in writing to the contrary prior to inception, this Guarantee shall be subject to the laws of England and Wales.

21 Third Party Rights

We and You do not intend that any of the Guarantee terms will be enforceable by the Contracts (Rights of Third Parties) Act 1999 or by any person not a party to this Guarantee.

22 Data Protection

22.1 We collect and maintain Your personal information in order to:

- (a) underwrite and administer the Warranties that We issue;
- (b) provide You with information, products or services which We feel may interest You;
- (c) verify Your identity;
- (d) carry out Our obligations arising from the Guarantee; and
- (e) notify You about changes to this Guarantee.

22.2 All personal information is treated with the utmost confidentiality and with appropriate levels of security in accordance with the Data Protection Act 2004. We will not keep Your information longer than is necessary. Your information will be protected from accidental or unauthorised disclosure. We will only reveal Your information if it is allowed by law, authorised by You, to prevent fraud or in order that We can liaise with Our agents in the administration of this Guarantee. Under the terms of the Data Protection Act 2004 You have the right to ask for a

copy of any information We hold on You upon payment of an administrative fee and to require a correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible.

- 22.3** We shall not transfer Your personal information outside the European Economic Area (EEA) but We may transfer it to Our agents, subcontractors and the Administrator within the EEA who help Us administer Your Guarantee. We may disclose Your personal information to any member of Our group, which means Our subsidiaries and parent company. In the event that We buy or sell any business or assets, We may disclose Your personal information to the prospective buyer or seller of such business assets.
- 22.4** The above principles apply whether We hold Your information on paper or in electronic form. We will notify You of any changes to this section 21 of this Guarantee.
- 22.5** Enquiries in relation to data held by the data controller should be directed to the Supplying Dealer.

23 Renewal

- 23.1 All renewals are subject to Administrators acceptance of Your application and receipt of the following documents and information:
- The current exact mileage of Your Vehicle
 - A copy of all fully itemised VAT service invoices showing mileage and registration number since the last renewal or inception of the guarantee if this is the first renewal.
 - A copy of the manufacturers` service book showing the stamp at inception or prior if the vehicle was not serviced at the time of purchase.
 - A copy of Your Vehicles V5 document.
- 23.2 Based on this information, the Administrator will confirm if You are eligible for renewal and for which level of cover and price is payable. The Administrator has the and does not need to notify You of the reason for any such refusal.

Benefit Level: Auto

Vehicle Eligibility: No maximum requirement regarding age or mileage of the Vehicle.

What is Included Under Benefit Level Auto

This Warranty includes protection for the sudden and unexpected Mechanical Failure of the following components (please note that each part listed is only covered under the section specified):

Engine

Rocker assembly, inlet and exhaust valves, valve guides and springs (excluding carbonised, burnt or pitted valves and decokes), cylinder head (excluding cracks and overheating damage), head gasket, head bolts, push rods, camshaft and cam followers, timing gears, chains and tensioner, oil pump, pistons and rings, cylinder bores, gudgeon pins, connecting rods and bearings.

Excludes: Crankshaft and bearings, flywheel and ring gear, turbo, bushes, inlet and exhaust manifolds, oil cooler and any other component not listed.

Timing Belts

Are included if there is proof that the manufacturer's replacement recommendations have been complied with, and they are free from oil contamination.

Manual Gearbox

All internal failures of gears, shafts, synchromesh hubs, selectors, bushes, bearings, speedometer drive, overdrive units (when fitted), solenoid, transfer box.

Automatic Gearbox All internal failure of gears, oil pump, shafts, bushes, clutches, brake banks, bearings, governors, servos, torque convertor, drive plate, valve block, computer governor, modulator valve, speedometer drive.

Casings

Cylinder block, gearbox and axle, if they have been damaged by a Mechanical Failure of one of the included parts.

What is Not Included under Benefit Level Auto

Any parts or components not listed as included above, together with the items listed as excluded under section 5 of this document, and where the claim is otherwise excluded by the general Terms and Conditions of this Warranty.