



AUTOGUARD
WARRANTIES

www.autoguardwarranties.com | 03432 271 499



WAV CONVERSION COVER



WHAT IS COVERED FOR ANY VEHICLE UP TO 9 YEARS OLD FOR ELECTRICAL & MECHANICAL FAILURE ONLY

- Independent Suspension Equipment fitted for Lowering the vehicle closer to the ground to allow ease of access. This can be fitted for side or rear access and will consist of Suspension Lifters/Pumps/Bellows/Ramp Pumps, hydraulic parts, and any associated electrics.
- Electric and manual deployable side steps to aid access.
- Hoists/Lifts Mechanisms and Electric Winches.
- Wheelchair docking system and wheelchair bracket systems.
- Fully Automated Vehicle Entry Systems including the remote-control device. (This is fitted to allow completely independent driver/passenger operation and access.) Front Electric belt reels.
- Electric Tailgate Openers – if tested and approved and fitted subsequently by a converter or adaption company
- Ramp mechanisms to include the hinges, securing and locking systems, as well as any automation.
- Includes cover of these items in the event of an MOT failure.

Individual Claim Limits as Specified on the Contract Schedule.

ALSO INCLUDES FULL BREAKDOWN & RECOVERY

Nationwide Recovery
Homestart
Misfuelling

Emergency Key Protection
Breakdown Assistance
Onward Travel

MULTI-AWARD WINNING PROVIDERS



DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this service contract.

We/us/our

Shall mean Autoguard Warranties Ltd, whose registered address is: Building 5, Archipelago Office Park, Lyon Way, Camberley, Surrey GU16 7ER.

You/your/yourself

Shall mean the person named on the agreement form as being the customer.

Service contract

The service contract is a contract of services between you, the legal owner of the vehicle as named on the agreement form and the administrator. It is a contract for services that covers the vehicle for sudden and unexpected mechanical breakdown as defined by the Period of Cover and the repair request limit as detailed on the agreement form.

Please note that this service contract is not an insurance product.

This service contract does not affect your legal rights under the Consumer Rights Act 2015. You can get advice about your rights from your local Citizens Advice Bureau or Trading Standards Service.

Administrator

Autoguard Warranties Ltd, Building 5, Archipelago Office Park, Lyon Way, Camberley, Surrey GU16 7ER.
Registered company number 6574030.

Repair request

Shall mean the process you need to follow to notify us that your vehicle has experienced a sudden and unexpected mechanical breakdown.

Repair request limit

Is the maximum amount that can be provided on each individual repair request exclusive of VAT as stated on the agreement form. The maximum amount that can be provided under the service contract during the period of cover is limited to the purchase price of the vehicle in aggregate.

Agreement form

Confirmation of the vehicle, the service contract holder's details, service contract duration, type of cover selected and repair request limit applicable.

HOW TO CONTACT US

Please read this service contract carefully and keep it safe along with the agreement form. You will need these documents should you need to make a repair request.

If you do have any questions about this service contract you should in the first instance contact the administrators. The contact details are:

Customer services / Claims department
03432 271 499

Fax
01276 672015

Email
info@autoguardwarranties.com

MAKING YOURSELF HEARD

It is the intention to give you the best possible service but if you do have any complaints regarding the sale of this service contract, about this service contract or the handling of a repair request you should in the first instance contact the Chief Executive Officer of the Administrators. The contact details are:

CEO
Autoguard Warranties Ltd
Building 5

Archipelago Office Park

Lyon Way

Camberley

Surrey GU16 7ER
Tel: 03432 271 499

Fax: 01276 672015
Email: complaints@autoguardwarranties.com

Consequential loss

Any other costs which are directly or indirectly caused by the event which led to your repair request unless specifically stated in this agreement.

Betterment

Is a contribution from the service contract holder where the repaired vehicle ultimately will be in a better condition or have a better value than it enjoyed immediately prior to the repair request.

Labour rates

Shall mean what a vehicle repairer can charge by the hour to cover their labour costs, subject to the maximum labour rate stated on your agreement form.

Mechanical breakdown

Shall mean internal failure which is hereby defined as the actual and sudden mechanical failure or breakdown of an item listed under the 'What is Covered' section which results in the sudden stoppage of its normal functions and which necessitates repair or replacement to resume those functions. Failure or breakdown, which ultimately results from wear and tear is excluded from the scope of cover afforded by this service contract.

Period of cover

The service contract commences on the date shown on the agreement form or with new vehicles on the expiry of the manufacturer's warranty period. The duration of your service contract is also stated on the agreement form.

Territorial limits

England, Scotland, Northern Ireland, Wales, Isle of Man and the Channel Islands. The vehicle is also covered in the European Union for a maximum of 60 days in any 12 months of cover.

Wear and tear

The gradual deterioration associated with normal use and age of the vehicle and its components.

Autodata

An industry reference, including but not limited to Autodata, Glasses Guide etc. for the confirmation of repair times and service requirements used extensively by the motor industry.

Telephone calls may be recorded for quality assurance and compliance.

CANCELLATION

We hope you are happy with the cover this service contract provides. However, if after reading this document, this service contract does not meet with your requirements, please return to your supplying dealer within 7 days of issue who will give you a refund if you have purchased it separately.

PRIVACY POLICY

For the full Autoguard Warranties Privacy Policy please go to - www.autoguardwarranties.com/privacy-policy.

Please ensure your service contract number, as found on your agreement form, is quoted in all correspondence to assist a quick and efficient response.

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

In the event that we cannot resolve a complaint to your satisfaction you may contact The Motor Ombudsman on 0207 344 1651, submit a case online at www.themotorombudsman.org/contact or, alternatively you can write to;

The Motor Ombudsman
71 Great Peter Street
London
SW1P 2BN

HOW TO MAKE A REPAIR REQUEST

If you consider you have a repair request **DO NOT** proceed with repairs until the repair request has been approved.

If the vehicle shows signs of an imminent failure, **DO NOT** continue to use it. This may aggravate the problem and cause greater damage for which we will not be liable. Your repairer must find the cause of the problem and verify if it is covered by the service contract. We will not pay for any stripping down of the vehicle or parts to determine the cause of the failure unless we accept the repair request. The most we will pay in total is restricted to the repair request limit as noted on the agreement form for a single repair request and up to the vehicle purchase price in total.

Please note: Your repairer must be VAT registered.

1. Your repairer must telephone the Claims Department on 03432 271 499. At that time the following information will be required:

Service contract number

Service contract holder's name

Current mileage

Nature of repair request

Total cost

Service history (if applicable)

2. If the failed component is listed under this service contract you must obtain authority from the claims department before commencing any repairs. Admission of liability is conditional on the terms and conditions of this service contract being adhered to, for example, servicing.
3. When repairs are approved a repair request number will be issued for the repairs to be carried out, along with a repair request form to be signed and dated by the service contract holder.
4. On completion of the repairs, send the following documents to the administrators address:
 - a. The repairer's VAT invoice, which must quote the repair request number, vehicle details, failure mileage and details of who to pay.
 - b. Supporting documentation as requested by the repair request adviser such as the signed repair request form and proof of payment for the repair.

The administrator's working hours are 9am – 5pm, Monday to Friday, excluding bank/ public holidays. Telephone calls may be recorded for the purpose of staff training and improving customer service.

HOW TO REQUEST A REPAIR PAYMENT

Once all supporting documents are received the administrator will reimburse you or the repairer, subject to the terms and conditions of the service contract. If a balance is due, you must pay it direct to the repairer.

Please Note: Repair requests are paid by bank transfer to the agreed payee so please include your bank details when sending in your documents.

Please Note: Repair request documentation must be received by the Claims Department within 7 days of completion of repairs, otherwise they cannot be accepted. Repair requests received beyond this date will be subject to review in terms of the reason for delay and it shall be at the discretion of the company to accept such repair requests. VAT on repairs covered by the service contract is not reimbursed where you are VAT registered.

IMPORTANT NOTE

You are covered only for the parts described in this service contract.

You are covered up to the repair request limits shown on the agreement form or any lower limit that may be specified within this service contract.

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

If the part to be replaced has some wear or the part improves the general condition or value of the vehicle, you may be required to pay a specified amount towards the improvement. Please refer to the betterment section of your service contract under the terms and conditions section.

The administrator cannot agree to any repair request without providing a repair request number. The repairer should not start any repairs without this number. Please quote your repair request number every time you contact us about your repair request and make sure the repairer includes this number on his invoice.

TERMS OF CONDITIONS

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

1. Autoguard Warranties Ltd on behalf of the service contract holder will provide administration and repair request services in connection with mechanical breakdown as set out in this service contract booklet and agreement form during the period of cover and will repair, or arrange for the repair of your vehicle as detailed in this booklet and the agreement form. The service contract will not be valid unless Autoguard Warranties Ltd receives the full fee for the service contract. Autoguard Warranties Ltd will not be liable if we do not receive the full fee from the dealer from whom you purchased your vehicle within 14 days, unless otherwise agreed, of you taking delivery of the vehicle.
2. The service contract does not apply to any vehicle(s) used for competitive and/or timed racing of any sort, (including but not limited to off-road driving, vehicles acting as a pace make and/or safety vehicles), any vehicles used by any emergency services (including but not limited to police, fire and ambulance service vehicles), any military vehicles, any vehicles used by airport authorities or their agents/servants within the territorial boundaries of the airport (including runways and any outbuildings associated with the airport), any vehicles used for hire or reward (including but not limited to taxis and self drive vehicles), any vehicles used by a driving school, any kit cars and any nonstandard, customised or modified vehicles.
3. The supplying dealer has given the administrator your information in order to validate the contract for services between you and the administrator.
4. The Company will not pay more than the repair request limit shown on the agreement form or, if lower, in this service contract booklet.
5. No liability will be accepted for any repair request that is reported to the administrator more than seven days after the relevant fault is discovered.
6. No repairs may be carried out under the service contract until the administrator provides a repair request number for those repairs. No liability shall exist in respect of parts supplied, repairs carried out or any other repair request under this service contract other than repair requests in accordance with the procedures set out in this service contract booklet. The administrator reserves the right to provide replacement parts and to carry out repairs under this service contract or to arrange for their provision by other persons.
7. Authorised repairs must be completed within 30 days of approval issue date. Repair request documentation must be received by the repair request department within 7 days of completion of repairs, otherwise they cannot be accepted.
8. The maximum repair requests in aggregate we will pay during the period of cover is up to the purchase price of the vehicle as stated on the agreement form.
9. The amount of time allowed for labour will be according to Autodata times and the labour rate will be specific to each dealer. The administrator reserves the right to examine the vehicle and failed part and to subject them to expert independent assessment to determine the amount to be paid in respect of a repair request. This will be subject to the repair request limits and the terms and conditions of your service contract.
10. The mileage quoted on the agreement form does not guarantee this is the true distance the vehicle has covered and the mileage should be disregarded.
11. Your service contract excludes any liability for death, bodily injury or loss of or damage to property other than the listed components or loss of use or any consequential loss of whatsoever nature.
12. No liability will be accepted for damage caused by:
 - Neglect;
 - Corrosion;
 - Water Ingress;
 - Any foreign matter getting into or onto a part;
 - Lack of servicing;
 - Over-heating or freezing;
 - Abuse;
 - Damage to parts not covered by this service contract.
13. No liability will be accepted for: parts that have been fitted incorrectly, the effects of poor repairs, faults or defects at the time of the sale, parts that have been made or designed badly, parts not fitted as standard or optional extras by the manufacturer, unless cover for such items is agreed beforehand.
14. The administrator may declare void any service contract where the agreement form does not correctly show the exact vehicle type, model, age and mileage. If you give incorrect information on the agreement form, your service contract may be void, or at the administrator's option, allowed to continue subject to the payment and receipt of any additional fee that may be required to reflect the correct information.
15. If you have not kept to the conditions of the service contract, you agree that your repair request will be rejected and that your service contract will be cancelled.

TERMS OF CONDITIONS - CONTINUED

16. If you or a repairer makes a false or dishonest repair request, your service contract will be cancelled and legal action may be taken against you.
17. In the event of a repair request the administrator reserves the right to call for a contribution from the service contract holder for betterment should the repaired vehicle ultimately be in a better condition or have a better value than it enjoyed immediately prior to the repair request.
18. You cannot change the terms and conditions unless you have written agreement from Autoguard Warranties Ltd.
19. If you are in breach of any of the terms of this service contract, the administrator may cancel this service contract by giving 14 days notice by recorded delivery to the last known address of the service contract holder.
20. No liability will be accepted for any consequential loss or damage to parts not covered by this service contract where consequential loss is caused by a covered part.
21. The administrators reserve the right to amend the service contract details from each renewal year.
22. If the administrator accepts that there is a repair request under this service contract but there is a disagreement in respect of the amount to be paid, the disagreement will be referred to an independent arbitrator. In these circumstances the arbitrator's award must be made before there is any right of action against the Company.
23. The Terms and Conditions and application details will be read as one contract. A word or expression to which a specific meaning has been attached will keep the same meaning wherever it appears unless specifically stated otherwise. A particular word or phrase, which is not defined will have its ordinary meaning.
24. Non-Disclosure, Misrepresentation or Misdescription - this service contract is voidable if you or anyone acting for you fails to disclose, misrepresents or misdescribes any material fact. If the administrator voids this service contract they will void it in its entirety and no cover will apply.
25. Should the vehicle be involved in a total loss claim via your own motor policy, this service contract will become void and no refund will be offered.
26. No liability will be accepted for any repair request, if at the time of the reported failure, the vehicle is being used in contravention of the current legislation with regards to MOT, Vehicle Excise Duty (Road Tax) and Motor Insurance.
27. Unless specifically agreed otherwise, the law that will apply is English law.
28. If your vehicle is found to be fitted with any form of fuel tamper device then your service contract will be void.

Exclusions

The Company shall not be liable for any repair requests arising thereby or indirectly caused or contributed by or in consequence of a loss;

1. (a) If the mileometer has been altered or disconnected or inoperative resulting in the misrepresentation of the vehicle's actual mileage.
- (b) Caused by or arising from:
 - (i) Overheating, corrosion or the gradual reduction in operating performance commensurate with the age and mileage covered by the vehicle.
 - (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, storm, tempest, flood, water damage, theft or attempted theft, aircraft or other aerial devices or articles dropped there from or any extreme cause.
 - (v) Any road traffic accident, collision or fire damage; including total loss of vehicle.
- (d) Involving components subject to recall or repair or replacement by the manufacturer or attributable to a manufacturer's design defect.
- (e) Directly or indirectly caused by or arising out of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, riot, civil commotion, strikes, lockout, confiscation or detention by customs or other officials or authorities, malicious intent or vandalism.
3. Any ancillary components or equipment not listed under the "What is Covered" section.
4. Mechanical breakdown due to lack of hydraulic fluids, grease or oils.
5. Investigatory or remedial work commenced before authorisation by the administrator.
6. Costs incurred in routine servicing or repairs.
7. Any parts, which have not failed but have been reported as requiring replacement during routine servicing and/or repairs or at the time of when a service contract repair is in progress.
8. Liability, which attaches to the service contract holder by virtue of an agreement but which would not have attached in the absence of such agreement.
9. Any vehicle owned by a garage or its associated companies or by the proprietor of such garage or associated companies or by an employee or relative of such proprietor or component breakage occurring whilst the vehicle is in the custody or control of such persons.
10. Any liability for death, bodily injury or loss of or damage to property other than the covered components or loss of use or any consequential loss of whatsoever nature.
11. Non-compliance with the conditions relating to the servicing of the vehicle.
12. Any faults of defects deemed to have been present at the time of service contract inception.
13. The cost of any servicing or service items.

Autoguard Roadside Assistance & Recovery with Call Assist

IN THE EVENT OF A BREAKDOWN CALL UK 01206 812 780

Section A – Roadside Assistance

(see page 16 for full details)

Section B – Nationwide Recovery

(see page 17 for full details)

Section C – Homestart in the UK

(see page 17 for full details)

Section D – Misfuelling

(see page 18 for full details)

Section E – Emergency Key Protection

(see page 18 for full details)

Section F – What This Service Does Not Provide

(see page 20 for full details)

Please be prepared to provide the operator with the following information:

- Your service contract number
- Your name
- Exact location of vehicle
- Nature of breakdown
- Registration number of vehicle

Our helpline is available 24 hours a day,
365 days a year.

LEVEL OF ASSISTANCE

As defined on your agreement form.

CHANGE OF ADDRESS

Assistance at your home is only covered at the address registered at inception. If you change address please notify us immediately.

PERIOD OF ASSISTANCE

The roadside breakdown assistance is for the period as stated on your agreement form.

Call Assist Limited operates the 24-hour motoring assistance helpline.

This document sets out the terms and conditions of **your Autoguard** recovery and it is important that **you** read it carefully. There are different levels of assistance available.

The assistance **you** hold will be set out in the accompanying agreement form. If changes are made, these will be confirmed to **you** separately in writing.

Each section of assistance explains what is and is not included. The 'What is not covered' section applies to all sections of the assistance, and there are general conditions that **you** must follow so **you** are entitled to the assistance.

MEANING OF WORDS

Wherever the following words and phrases appear in bold in this document, they will always have the following meanings.

WE, US, OUR

Call Assist Limited, Axis Court, North Station Road, Colchester, Essex CO1 1UX, Registered Company Number 3668383.

In the Data Protection Act section of this service contract '**we**' also means Autoguard Warranties Ltd.

VEHICLE SERVICE CONTRACT

This service contract includes breakdown assistance for the specific **vehicle** (or **vehicles**) shown on **your** agreement form. These are the only **vehicles** that this assistance applies to.

YOU, YOUR, DRIVER

The service contract holder named on the Agreement or any person driving the **vehicle**, and any passengers in the **vehicle**. (**We** will only help up to seven people, including the **driver**.)

VEHICLE(S)

Vehicle means the private car or motorcycle which is less than 16 years old (11 years within Europe) and which is:

- no longer than 5.1 metres;
- no heavier than 3,500 kilograms;
- no higher than 1.95 metres; and
- no wider than 2.1 metres;

as shown on **your** agreement form; this only applies under the vehicle service contract.

If the **vehicle you** are in breaks down while **you** are towing a caravan or trailer, **we** will recover the **vehicle** and the caravan or trailer, as long as the caravan or trailer is not more than:

- 8 metres long;
- 3 metres high; and
- 2.55 metres wide.

The **vehicle you** are travelling in must carry a serviceable spare tyre and wheel, and a key that will let **us** remove a wheel secured by wheel nuts for the **vehicle**, caravan or trailer, if it is designed to carry one.

If the vehicle is not carrying the equipment it is designed to, **we** will only be able to provide **you** with a local recovery.

YOUR HOME

The last address (in the UK) **you** gave to Autoguard Warranties Ltd as being where **you** permanently live or where **you** keep **your vehicle**. **You** must have started out from **your home** on **your journey** for assistance to apply.

BREAKDOWN

Not being able to use the **vehicle** because of:

- a mechanical breakdown;
- an accident;
- vandalism;
- a fire;
- a theft or an attempted theft;
- a flat tyre;
- a flat battery;
- it having no fuel; or
- putting the wrong fuel into it.

TERRITORIAL LIMITS

UK, which is Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

PERIOD OF ASSISTANCE

The period of time which the assistance applies to that is shown on **your** agreement form.

JOURNEY

A trip between **your** home in the UK and a place within the territorial limits. The trip must not be longer than 31 days in a row, or not more than 90 days in total during the period of assistance.

LUGGAGE

Suitcases or other bags that contain personal belongings for **your journey**.

The assistance provided under each section is governed by the general conditions and the 'What this service does not provide' section' shown in sections F and G.

SAFETY

Please take reasonable care at all times but stay near **your vehicle** until **our** recovery operator arrives. Once **our** operator arrives at the scene, please listen to their safety advice. If the police are present, please tell them that **you** have contacted **us** or give them our phone number to call **us** for **you**.

HELP ON MOTORWAYS

If **you** break down on the motorway, go to the nearest SOS emergency phone box. Ask the police to contact the 24-hour emergency helpline on the number shown above.

SECTION A - ROADSIDE ASSISTANCE

What is Included

- If the **vehicle** breaks down more than one mile from **your** home, **we** will arrange and pay for a breakdown vehicle to come to the **vehicle** (for up to one hour) to try to get it working again.
- If the **vehicle** cannot be made safe to drive at the place **you** have broken down, **we** will arrange for the **vehicle**, the **driver** and up to six passengers to be recovered to one of the following locations, taking **your** circumstances into account within 15 miles.
 - **your** original destination;
 - **your** original departure point; or
 - a suitable local garage for it to be repaired. **You** must pay the cost of any repairs*.
- If **you** lose or break **your vehicle** keys, **we** will pay for the call-out and mileage back to **our** rescue operator's base. **You** will have to pay all other costs.
- **We** will pass on up to two messages to either **your home** or place of work to tell them about **your** situation.

What is not Included

- A **breakdown** at or within one mile from **your home**.
- Travel outside the UK.
- Anything mentioned in the 'What this service does not provide' section (Please see section F.)

** If the failed component falls within the scope of your service contract then the service contract repair request procedure must be followed. You may then be able to get the repair cost partly or completely refunded.*

SECTION B - NATIONWIDE RECOVERY IN THE UK

The assistance in this section applies as well as the assistance shown in section A.

What is Included

If the **vehicle** cannot be made safe to drive at the place **you** have broken down, and cannot be repaired the same day at a suitable local garage, **we** will choose the most appropriate solution from one of the following options, taking **your** circumstances into account.

Option 1: nationwide recovery: If **you** ask, **we** will take the **driver** and up to six passengers, together with the **vehicle**, to either where **you** were originally travelling to or **your** home address. **We** will then arrange for the **vehicle** to be taken to a suitable repairer for it to be repaired at **your** cost, as long as this can be done in one journey.

Option 2: overnight accommodation: **we** will pay the costs for bed and breakfast for one night only. **We** will pay up to £40 (inc VAT) for each person (up to a total of £280 (inc VAT per event)).

EMERGENCY DRIVER

As well as the above, if during the journey, the **driver** cannot drive because of an injury or illness they have gained, and there is no one else able or qualified to drive the **vehicle**, **we** will provide, and pay for, a driver to finish the journey or return the **vehicle** and passengers to the place **you** were originally travelling from. **You** will need to provide a medical certificate for the **driver** before **we** provide this service.

HOW TO CONTACT US FOR HELP

To get UK emergency help, phone: 01206 812780.

Text messaging is available if **you** are deaf, hard of hearing or have speech difficulties. Please text **your** full name, service contract number, vehicle registration and service contract postcode to 07537 404890.

You should have the following information available.

- The **vehicle's** registration number
- **Your** name, home postcode and contact details
- **Your** Service contract number
- The make, model and colour of the **vehicle**
- The location of the **vehicle**
- An idea of what the problem is
- An SOS box number (if this applies).

We will take **your** details and ask **you** to stay by the phone. Once **we** have made all the arrangements, **we** will call or text **you** to advise who will be coming out to **you** and how long they are expected to take. **You** will then be asked to return to **your vehicle**.

You will only be able to use the services we provide by contacting the emergency helpline number.

SECTION C - HOMESTART IN THE UK

The assistance in this section applies as well as the assistance shown in sections A (and B).

What is Included

- If the **vehicle** breaks down anywhere at or within one mile from **your home**, we will arrange and pay for a breakdown vehicle to come to where **you** are for up to one hour to try to get the **vehicle** working again.
- If the **vehicle** cannot be made safe to drive at the place **you** have broken down, we will arrange and pay for the **vehicle**, the **driver** and up to six people to be taken to a suitable local garage (normally within 15 miles), for it to be repaired. **You** must pay the costs of any repairs.

What is not Included

- Travel outside the UK.
- Anything mentioned in the 'What this service does not provide' section. (Please see section F.)

SECTION D - MISFUELLING

The assistance in this section applies as well as the assistance shown in section A (and B, C).

What is Included

We will pay for the following if your **vehicle** is subject to misfuelling in the United Kingdom. The following services are available both on the forecourt, where safe and achievable to do so, and once the **vehicle** has been driven away:

- **Draining and flushing the fuel tank** using a specialist roadside **vehicle** or **recovery of the vehicle**, the driver and up to six passengers to the nearest repairer to drain and flush the fuel tank. Refuelling the fuel tank with up to 10 litres of the correct fuel. A maximum value of £250 per call out applies in any period of assistance. **You** will be responsible for paying any costs in excess of £250 per call out.
- We will only cover up to two misfuelling call outs each year.

What is not Included

- Where the misfuelling occurs outside the United Kingdom.
- Any assistance resulting from foreign matter entering the fuel system except for diesel or petrol.
- Mechanical or component damage to your **vehicle** whether or not caused as a result of misfuelling, the cost of hiring an alternative **vehicle** in the event mechanical or component damage is sustained.
- Any defect arising directly and/or indirectly as a result of misfuelling or a defect which existed before the incident of misfuelling.
- Fuel above the first 10 litres.
- Anything mentioned in 'What this service does not provide' section and General Conditions. (Please see section F)

SECTION E - EMERGENCY KEY PROTECTION

The assistance in this section applies as well as the assistance shown in sections A (and B, C, D).

What is Included

- **Theft or loss of your keys** - if your **vehicle** keys are stolen or lost anywhere in the UK, including Channel Isle and Isle of Man, you must report stolen keys to the police, obtaining a crime reference, and both lost and stolen keys to Call Assist who will arrange for a suitable contractor to attend the scene. Upon validation of **your** call out we will reimburse you for the cost of your key or lock replacement up to the service contract limit of £500.
- **Broken or locked in keys** - if **your** keys are locked in your **vehicle**, house or office or broken in any lock denying you access to your **vehicle**, you must report this event to Call Assist who will arrange for a suitable contractor to attend the scene and upon validation of your call out we will reimburse you for the cost of gaining access and if necessary provide reimbursement for a replacement key, or repair or replacement of the damaged lock, up to the service contract limit.
- **Stranded due to theft or loss of vehicle key** - if you are stranded more than 20 miles away from home by theft or loss of your **vehicle** keys and have no access to your **vehicle** we will pay £75.00 per day including VAT for **vehicle** hire, for up to 3 days. As an alternative, public transport or taxi fares may be payable. Call Assist must be notified of the circumstances first and any car hire must be arranged through them.

What is not Included

- All costs incurred where you have not notified Call Assist within 48 hours of discovery of the incident.
- Any call out for theft of keys which is not reported to the police within 48 hours of the incident and a crime reference number obtained.
- Keys lost, or broken in a lock by someone other than you.
- Keys stolen from someone other than you.
- Any call outs where you cannot provide valid receipts or tickets.
- Any car hire not arranged via Call Assist.
- Any car hire charges after the third day of hire.
- The balance of transport over the maximum limit of £75 a day.
- Any call out for replacing locks when only parts need changing.
- Any call out for damage to locks by wear and tear, mechanical or electrical breakdown, cleaning, repairing, restoring or anything which happens gradually.
- Any call out for additional or duplicate keys.
- Locks that are damaged prior to the loss or theft of keys.
- Replacement locks or keys of a higher standard or specification than those replaced.
- Charges or costs incurred where Call Assist arranges for the attendance of a contractor at a particular location and you fail to attend.
- Charges or costs incurred where you make alternative arrangements with a third party once Call Assist has arranged for a contractor to attend a particular location unless otherwise agreed by us.
- Loss or damage to any other property other than your keys and locks.
- Any loss of earnings or profit you may suffer as a result of loss or theft of your keys or any keys broken in the lock.
- Any assistance arising from any deliberate or criminal act by you.
- Any assistance where you have not taken all steps to safeguard the insured keys and locks.
- Anything mentioned in 'What this service does not provide' and General Conditions.

SECTION F - WHAT THIS SERVICE DOES NOT PROVIDE

THIS SECTION APPLIES TO ALL PARTS OF THIS SERVICE CONTRACT*

We will not provide assistance for the following

- Any **breakdown** that happens during the first 24 hours after **you** take out assistance for the first time, except for the service shown under section A, which are available immediately.
- The cost of fuel or any spare parts needed to get the **vehicle** working again, or any costs that arise from not being able to get replacement parts. **You** will be responsible for the cost of draining or removing contaminated fuel.
- The cost of paintwork and other cosmetic items.
- Labour costs for more than one hour of roadside help.
- Any **breakdown** or recovery outside the **period of assistance**.
- The cost (and guaranteeing the quality) of repairs when the **vehicle** is repaired in any garage the **vehicle** is taken to.
- Any costs for **vehicles**, which have not been maintained and used in line with the manufacturer's recommendations.
- Any call-out or recovery costs in the UK after a **breakdown** where the police or other emergency services insist on the **vehicle** being picked up immediately by another organisation. **You** will have to pay, by credit or debit card, any fees to store or release the **vehicle**.
- Any toll or ferry fees incurred by the driver or the driver of the recovery vehicle whilst transporting your **vehicle** unless the breakdown occurs in Europe and valid European assistance is held, in which case these fees would be included by the service contract with the repatriation of the **vehicle**.
- Help or recovery if the **vehicle** is partly or completely buried in snow, mud, sand or water.
- Damage or costs that arise from us trying to get into the **vehicle** after **you** have asked for help.
- Losses of any kind that come from providing, or delaying providing, the services this assistance relates to. (For example, a loss of earnings, the cost of food and drink and costs **we** have not agreed beforehand.)
- Loss or damage to personal possessions **you** leave in **your vehicle**.
- Moving animals. **We** will decide whether or not to move any animal from the **vehicle**, and if **we** agree to do this, it will be completely at **your** own risk and cost.
- Any costs for **vehicles** that have broken down or were not safe to drive when assistance was taken out.
- The costs of getting a spare wheel or tyre for a roadside repair if the **vehicle** does not have one. **We** will not pay the costs of arranging for a wheel that is secured by locking wheel nuts to be removed, if the **driver** is not able to provide a key to do this.
- The recovery of the **vehicle** and passengers if repairs can be carried out at or near the scene of the **breakdown** within the same working day. If recovery takes place **we** will only recover to one address in respect of any one **breakdown**.
- Any costs if the **vehicle** has been altered for, or is taking part in, racing, trials or rallying.
- Any cost that **you** can get back under any other insurance policy or under the service provided by any motoring organisation.
- Recovering the **vehicle** when it is carrying more than a **driver** and the recommended number of passengers according to the manufacturers' specifications, if there is more weight in the **vehicle** than it was designed to carry or **you** are driving on unsuitable ground.
- Any request for service where **you** have not taken remedial action within two working days after a previous **breakdown** or temporary repair.
- Recovery or help if the **vehicle** is heavier than 3,500 kilograms, longer than 5.1 metres, higher than 1.95 metres or wider than 2.1 metres.
- Recovery or help if **you** are hiring the **vehicle** out to carry people in return for money, unless **we** have agreed this with **you**.
- Vehicles** that have faults with electric windows, sunroofs, wipers, heaters, demisters or locks not working, unless the fault happens during the course of a journey and this affects **your** safety.
- Recovery or help if the **vehicle** is being used to carry commercial goods.
- Any call out that comes from:
 - any person driving the **vehicle**, if **you** know they do not have a valid licence to drive in the UK; or
 - any person driving the **vehicle**, if they are not authorised by **you** to drive the **vehicle** or are not keeping to the conditions of their driving licence.
- Any use that comes from a poor-quality repair or a repair that has been attempted without our permission during the same trip.
- Any loss or damage caused to the **vehicle** or any loss or cost arising from or contributed to by:
 - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
- Loss or damage caused by war, revolution or any similar event.
- Delays or failure in delivering service to **you** due to any extraordinary event or circumstance which is outside our reasonable control, such as severe weather conditions.
- Mobile phone, phone call and postage costs are not provided under **your** service contract in any circumstances.
- If **you** put the wrong fuel in **your** car, **you** will be entitled to recovery only as shown in section A.
- Any costs relating to the caravan or trailer if the caravan or trailer is not attached to the **vehicle** at the time of the **breakdown**.
- We** will not provide assistance or provide any service if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

SECTION G - GENERAL CONDITIONS APPLYING TO ALL PARTS OF THIS SERVICE CONTRACT

- The **vehicle** must be permanently registered in the UK and, if appropriate, have a current MOT certificate and valid road fund licence or tax. The **vehicle** should be kept in a good condition and have been serviced regularly in line with the manufacturer's recommendations. It must be less than 16 years old since first registration (11 years since first registration if **you** want help within Europe).
- We** can ask for proof of outbound and inbound travel dates.
- If **we** arrange for temporary roadside repairs to be carried out after damage to the **vehicle**, or **we** take the **vehicle** to the place **you** have chosen, **we** will not be legally responsible for any more help in the same incident.
- We** have the right to refuse to provide a service if **you** or **your** passengers are being obstructive in allowing **us** to provide the most appropriate help or if **you** or they are abusive to **our** rescue controllers or **our** recovery operators.
- We** will not provide any service unless **you** contact us using the emergency phone numbers provided. **You** must not try to contact any agent or repairer direct.
- You** are responsible for keeping the **vehicle** and its contents safe, unless **you** are not able to or **you** have an arrangement with **us** or **our** agent. **You** must be with the **vehicle** at the time **we** say **we** expect to be there.
- You** must quote **your** Service contract number when **you** call for help and have the relevant documents needed by the repairer, recovery specialist or **our** chosen agent.
- You** will have to pay the cost of moving the **vehicle** or a repair **vehicle** coming out to **you** if, after asking for help which **you** are entitled to, the **vehicle** is moved or repaired in any other way, or **you** have provided location details which are incorrect. The payment must be by credit or debit card.
- We** are not responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on **your** instructions or the instructions of any person acting on **your** behalf. **You** are responsible for ensuring the quality of any repair.
- If **we** pay a call out under any assistance provided by this service contract, **we** will be entitled to ask for all reasonable help from **you** to take action in **your** name to get back **our** costs from another organisation.
- Costs incurred in addition to a standard callout where service cannot be undertaken at the roadside because the vehicle is not carrying a serviceable spare wheel, aerosol repair kit, appropriate jack or, the locking mechanisms for the wheels are not immediately available to remove the wheels. This does not apply to motorcycles or scooters.
- We** have the right to choose a suitable garage that can carry out a repair, which **you** must pay for, as long as the garage can carry out the repairs within the time limits **we** have given. **You** must make the payment by credit or debit card.
- If **you** agree to a temporary roadside repair, **you** will be responsible for any costs or any damage to the **vehicle** it suffers if **you** continue to drive the **vehicle** as if a permanent repair had been carried out. **You** acknowledge that a temporary roadside repair is aimed only to allow **you** to drive the **vehicle** to a suitable facility so a permanent repair can be carried out.
- If the **vehicle** needs to be taken to a garage after a **breakdown**, the **vehicle** must be in a position that makes it reasonable for a recovery vehicle to pick it up. If this is not the case, **you** will have to pay any specialist recovery fees by credit or debit card.
- You** will have to pay, by credit or debit card, for any parts or other products used to repair the **vehicle**.
- We** will not arrange for help if **we** think that it would be dangerous or illegal to repair or move the **vehicle**.
- If **you** are covered for **breakdown** by any other insurance policy or warranty, **you** must tell **us**.
- If **you** are not willing to accept **our** decision or **our** agents' decision on the most suitable type of help, **we** will not pay more than £100 for any one **breakdown** and **you** will be responsible for any other costs due in recovering and repairing **your vehicle**.
- We** cannot guarantee that hire cars will always be available and **we** are not responsible if they are not available. **We** will do our best to arrange a **vehicle** of the same size as **yours**, but **we** cannot guarantee that there will be tow bars, bike racks, roof boxes, or accessories included. **You** must meet the conditions of a hire-car company to hire a vehicle.

SECTION F - WHAT THIS SERVICE DOES NOT PROVIDE

OUR PROMISE

We want to give **you** the best possible service. If **you** are not happy with our service, the procedure below explains what **you** should do.

COMPLAINTS PROCEDURE

To make a complaint please write to:

Customer Services, Call Assist Limited, Axis Court, North Station Road, Colchester, Essex CO1 1UX.

Please include the details of **your** service contract and in particular your service contract number, to help **your** enquiry to be dealt with speedily.

We promise to:

- Acknowledge **your** complaint within three working days of receiving it;
- Have **your** complaint reviewed by a senior member of staff;
- Tell **you** the name of the person managing **your** complaint when we send our acknowledgement letter; and
- Respond to **your** complaint within eight weeks. If this is not possible for any reason, we will write to **you** to let **you** know when we will contact **you** again.

DATA PROTECTION ACT

YOUR PERSONAL INFORMATION

We (defined in the policy wording as Call Assist Ltd, who acts as Joint Data Controller together with Autoguard Warranties) use, maintain and collect personal information in order to provide the service detailed within this Service contract. All personal information is safeguarded with appropriate levels of security and in accordance with prevailing Data Protection legislation which may include the Data Protection Act 1998, the General Data Protection Regulation (EU) 2016/679 (the GDPR) and all other Applicable Laws in addition to any successor or replacement legislation relating to the processing of personal data.

PRIVACY NOTICE

The details provided here are a summary of how we use, collect, share, transfer and store your information. For our full Privacy Policy please follow this link - www.call-assist.co.uk/privacy-policy. Enquiries in relation to data held by us should be directed to the Data Protection Officer, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX or by emailing DPO@call-assist.co.uk.

For the full Autoguard Warranties Privacy Policy please follow this link - www.autoguardwarranties.com/privacy-policy.

SHARING YOUR INFORMATION

We will only share your information in the following circumstances:

- It is with the regulatory bodies, including but not limited to the Financial Conduct Authority ("FCA"), Financial Services Authority ("FSA"), Financial Services Commission ("FSC")
- It is with fraud prevention and credit reference agencies
- It is required by law
- It has been authorised by you
- It is provided to Recovery Operators or other suppliers as required to fulfil our contractual and legal obligations in this Service contract and in which case your personal information will be limited to the minimum information ordinarily required for service provision: additionally, these suppliers will only be able to use your information to provide the specific service described in this Service contract.

YOUR RIGHTS

Under the terms of Data Protection legislation you have a number of rights in relation to the information we hold about you. This includes the right to:

- Ask for a free copy of any personal information we hold about you
- Ask for correction of any information held. Any inaccurate or misleading data will be corrected as soon as possible
- Object to the use of your personal information for direct marketing
- Withdraw any permission you have previously given to us to process your personal data except where this is critical to us fulfilling our contractual and legal obligations
- Complain to the Information Commissioner's Office at any time if you are not satisfied with our use of your information
- Ask for your personal data to be deleted or removed from our system/database. Please note that there are times when we will not be able to delete your information. This may be as a result of fulfilling our legal and regulatory obligations or where there is a minimum statutory period of time for which we have to keep your information. If we are unable to fulfil a request we will always let you know our reasons.

Should you wish to exercise any of your rights under the Data Protection legislation, please direct all enquiries to the Data Protection Officer, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX; email DPO@call-assist.co.uk.

HOLDING AND COLLECTING YOUR INFORMATION

The information we hold about you is shared with us by the Autoguard Warranties and includes such personal information as your name, address, contact details, date of birth. Where relevant, we collect special categories of data such as details regarding your health.

We also collect information from a number of different sources for example: publicly available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjustors and/or suppliers appointed in the process of handling a request for breakdown assistance.

USING YOUR INFORMATION

The main reason we hold, use and collect your personal and/or special categories of data is because we need it to manage your service contract and provide you with our services, such as handling a breakdown assistance request.

We will also use your information where we feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile you); carrying out research and analysis (including profiling); and recording and monitoring calls.

Keeping your information

Your data is considered to be an important asset to us and as such we make every effort to ensure the necessary measures are in place to prevent unauthorised or inappropriate access, use, modification, disclosure or destruction of your data.

Measures we take to keep your data secure include, but are not limited to:

- Making regular backups of files
- Protecting company file servers and workstations with virus scanning software
- Using a system of passwords so that access to data is restricted
- Allowing only authorised staff into certain computer areas in the company
- Using data encryption techniques to code data when in transit
- Ensuring that staff are only given sufficient rights to any systems to enable them to perform their job function

USE AND STORAGE OF YOUR INFORMATION

We only keep your information for as long as is necessary in providing our services to you and/or to fulfil our legal and regulatory obligations.

Your information may be transferred to, stored or processed outside the European Economic Area (EEA). We will not transfer your information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or we have taken all reasonable steps to ensure the firm has suitable standards in place to protect your information. For further information, please refer to our Privacy Policy at www.call-assist.co.uk/privacy-policy.