

VEHICLE GUARANTEE SERVICES TERMS & CONDITIONS

Important notice: As a non-insured product this agreement falls outside the remit of the Financial Conduct Authority (FCA) & The Financial Ombudsman Service.

Vehicle Guarantee Services is the company that is selling this Agreement.

Registered No. 4801804

This is a private company limited by shares and incorporated in England.

1. This agreement will pay out for the replacement of mechanical items which have actually broken, or in the event of an electrical component by complete failure. This agreement does not cover wear and tear, normal deterioration or acts of negligence or driver abuse which render components inoperative.

This agreement does not cover items which have come to the end of their natural lives or any part that has not failed but is recommended by the manufacturer as good working practice to replace or maintain. This agreement does not cover items which have come to the end of their natural lives.

2. This agreement will reimburse you for parts, labour and VAT subject to the compliance of (How to receive service under this Agreement), the maximum payout as shown on the agreement application and any reduction due to betterment or improvement of the vehicle, or its components.

3. You will be covered by this agreement once the agreement application form has been received and accepted by us and the relevant fee has been paid.

4. LEGAL JURISDICTION

This agreement will be governed by the law of England and Wales unless the agreement was enacted in Scotland, in which case the law of Scotland applies.

5. This agreement does not cover vehicles used for any form of hire or reward including courier work (excluding commercial vehicles up to 3,500kg). Commercial vehicles are covered for a maximum of 1,500 miles per month during the period of the agreement.

6. This agreement does not cover any form of accident howsoever caused. This would be covered by your road risk insurance policy.

7. This agreement does not cover vehicles that have been modified from the manufacturers' original design.

8. No part of this agreement may be altered without the written consent of VGS.

9. In the event of a malfunction occurring, you should stop and obtain advice as appropriate to ensure that you do not incur extra damage which is not covered by this agreement. We can only accept repairs reported within the term of this agreement.

10. This agreement does not offer any reimbursement for any repairs that have not gone through the "How to receive service under this agreement" section.

11. This agreement will come to an end if any attempt is made to commit fraud.

12. If the vehicle is sold or disposed of, this agreement will come to an end unless the transfer procedure is followed and the transfer accepted.

13. The agreement will only be transferred to another private individual. In the event of your death, we will transfer the remainder of the policy to an immediate relative without charge.

14. In the event of you wishing to receive service under this agreement, we reserve the following rights:

(a) To appoint the repairer of the vehicle;

(b) To have the vehicle examined by an independent assessor, the result of which will be binding on all parties.

15. In the event of liability being accepted, we reserve the right to deduct an amount taking into consideration wear and tear according to the vehicles age and mileage.

16. This agreement will only pay for one repair on any of the parts listed (i.e. we do not pay twice for the same listed part). There is no limit to the number of repairs.

(a) The right is reserved to use reconditioned or exchange parts.

(b) Repair times will be assessed using the Autodata Repair Times Manual (diagnosis time is specifically excluded).

17. If more than one part has failed at the time you contact the Administrator, it will be dealt with as one claim.

18. The claim limit selected will determine the amount payable on each and every claim, up to the aggregate current market value of the vehicle.

19. This agreement does not cover fire, perishable rubber items, collision, frost, snow, ice, flooding, freezing, corrosion, fabric & stitching, wear and tear, cracked blocks, cracked cylinder heads, burnt valves, fluid leaks, carbon build up, brake & clutch friction material or faulty workmanship of any description.

20. This Agreement does not cover all component failure due to lack of lubrication, failure to check other fluid levels and adjusting where necessary or ignoring any warning signals, gauges or lights. Any damage caused by a failure to replace the camshaft timing belt in accordance with the manufacturer's recommendations.

21. This agreement does not cover off road use.

22. This agreement does not cover exhaust emission MOT failures.

23. This agreement does not cover the incorrect grade/use of fuel.

24. This agreement does not cover bodily injury/death, accidental damage or any other damage howsoever caused.

25. This agreement does not cover inherent faults of any description.

Any fault that is present at the time of purchase.

26. THIS IS VERY IMPORTANT – You are responsible for ensuring that your vehicle is maintained in accordance with the manufacturers' recommendations. After servicing becomes due, you have a maximum of 500 miles or 21 days (whichever is the sooner) to have the service completed. If you exceed this, the agreement will come to an end and no refund will be given. All relevant vehicle V.A.T. service invoices must be retained as they will be required in the event of you making a claim under this agreement.

27. This agreement does not cover consequential damage howsoever caused.

28. This agreement does not cover any consequential losses or third party claims, bodily injury, road hazard, fire damage or any other losses howsoever caused.

29. This Agreement does not cover

a) Parts being subject to a recall by the manufacturer.

b) The failure of a part which is under any manufacturer's warranty or suppliers warranty.

30. **Service Record** Only a fully documented receipt from a VAT registered garage showing date, mileage and work carried out will be accepted as proof of servicing. These documents must be retained as VGS reserve the right to inspect receipts to ensure compliance.

31. The vehicle must be maintained at all times in a roadworthy condition. The vehicle must be insured, taxed and have a current MOT certificate in accordance with the law. The vehicle must be regularly serviced which must be carried out at a V.A.T. registered garage, in accordance with the manufactures recommendations.

Failure to comply with any of the above will invalidate the agreement.

32. This agreement is in addition to any Legal rights that might apply. compliance.

33. Your Right of Cancellation

You have 14 days to cancel Your Agreement starting from the date you enter into the Agreement, or, if different the date You receive the Agreement documentation. To cancel please write to the Administrator or call 0844 477 4909 or 01844 293 810 (0844 477 4909 calls will be charged at 5p per minute, plus your telephone company access charge). Any refunded payments will be the responsibility of the selling dealer, unless a claim has been made under the agreement, whereby no refund will be due.

34. **Complaints Procedure** If you have any enquiry or complaint about your Agreement, you should in the first instance write to the Scheme Administrator at:

Vehicle Guarantee Services Limited, Oxford House, Oxford Road, Thame, Oxon OX9 2AH

35. GDPR – General Data Protection Rules

The data supplied by you will only be used by us and no other reason other than renewal and the offering of any products sold via the WMS group Ltd and its services as well as the purposes of processing your membership agreement, including underwriting, administration, motor garages, engineers, repairers, police and insurers etc. and handling any claim which may arise.

The data supplied will not be passed to any 3rd parties other than those which we have mentioned hereon. It is important that the data you have supplied is kept up to date. You should therefore notify us promptly of any changes. We may monitor and record telephone calls for service and staff training purposes.

Your rights

You have a legal right to access your information we hold and the right to be ,withdrawn, adjusted, forgotten, erased or to complain to us at any time (other than what is necessary for us to carry out our duties to you.) Your data request in the first instance will be free of charge when we make these adjustments. We will comply with your request and confirm that the correct action has be taken in such an event.

Please contact us on 01844 293810 or alternatively e mail our Data Protection Officer on DPO@wmsgroup.co.uk

How to Receive Service under this Agreement

STEP 1

When a fault occurs with your vehicle, please telephone the claims department with the current vehicle mileage to ascertain if it will be covered under your agreement.

Telephone our claims dept on 0844 477 4909 or 01844 293 810 who will advise you of your local approved repairer.

0844 477 4909 calls will be charged at 5p per minute, plus your telephone company access charge.

If you wish to use your own repairer, we will agree costs with them at the same parts & hourly labour rate as our network repairers charge.

You will be responsible for any excess parts and labour costs.

STEP 2

We do not cover diagnostics

It may be necessary for parts to be dismantled to establish whether we have a liability under this agreement or not, if we do accept this repair we will cover the cost of dismantling to form part of the maximum claim limit. If we do not accept the cost of this repair you will be responsible for the costs of dismantling.

STEP 3

If in the event that we accept responsibility under this agreement, we will issue a repair authority number.

NOTE: We will use service exchange or reconditioned parts if applicable and we will only pay in accordance with Autodata repair times.

STEP 4

In the event of a dispute in respect to liability we will, if necessary, instruct a professional independent assessor to decide as to the liability.

STEP 5

We must be notified within 7 days of any occurrence on which we may have a responsibility.

STEP 6

Once a claim number has been issued you have 3 months in which to submit the invoice for payment. After this period of time the claim will lapse and no reimbursement is possible.

What to Do With Your Invoice

- (a) Ensure that the invoice is made out to VGS, this is vital to allow us to reimburse any agreed VAT content.
- (b) Ensure that the repair authorisation code is clearly marked on the invoice.
- (c) Ensure any service invoices are included (if applicable).
- (d) State clearly who we are to pay.
- (e) Send to the address as shown on the back cover.

ANY REPAIRS CARRIED OUT WITHOUT PRIOR AUTHORITY WILL NOT BE REIMBURSED

ONCE A FAULT HAS BEEN REGISTERED, THE WMS GROUP RESERVE THE RIGHT TO CONTACT REPAIRERS AND DISCUSS POTENTIAL LIABILITIES UNDER THE REPAIR AGREEMENT.

Extra Benefits

In the event that you require service under this agreement, we offer the following extra benefits in the event that we have accepted responsibility but under this agreement:

- (a) We offer return rail fares or hotel expenses with a limit of £60 including VAT if the vehicle is rendered totally immobile and we have accepted responsibility for the repair.
- (b) This agreement will cover you within the European Union for up to 30 Days; you must however comply with the procedure on How to Receive Service under This Agreement, and we will pay the liability at the prevailing currency exchange rates.
- (c) Renewal – We will offer you the opportunity to renew this agreement in most cases.
- (d) Transfer – We will consider a transfer of ownership to a private individual (unconnected to the Motortrade) and will require the transfer of ownership form completed and a cheque or card payment for £25 payable to VGS. You have a maximum of 7 days to apply for a transfer. We reserve the right to decline any transfer without providing an explanation (if the request is denied we will return your cheque).

Name of new owner:

Address:

Agreement number:

Registration number:

Telephone Number:

Email:

Present Mileage:

Purchase Date:

Signature:

We are unable to transfer this agreement to another vehicle.
Advice and assistance available 24 hours a day every day.

We reserve the right to decline any renewal or transfer without explanation. Please forward the completed form to:

Vehicle Guarantee Services Limited,
Oxford House,
Oxford Road,
Thame,
Oxon
OX9 2AH.

Cheque

Credit/Debit Card

VGS will call for card payment if the transfer is accepted