



AUTOGUARD
WARRANTIES

FRESH
motors

SELECT

By buying a car from an Autoguard approved dealer you have made the right choice.

Repair requests will be subject to you complying to the terms and conditions detailed in this document and you should ensure that you read it carefully.

You must remember to have your vehicle regularly serviced in accordance with the requirements of this guarantee (please refer to page 8).

Please keep this guarantee in a safe place.

SUMMARY OF COVER

WHAT IS COVERED?

If during the period of cover your vehicle suffers a sudden failure of any of the components listed on pages 6-7. The selling dealer will cover the cost of parts and the associated labour up to the specified limit on your agreement (subject to lower limits) to put the vehicle back to operational standard at time of purchase.

WHAT SHOULD I DO IF MY VEHICLE BREAKS DOWN?

In the first instance you should contact the administrator on 03432 271 499.

WHO CAN I USE FOR REPAIRS?

It is preferred that you use the selling dealer. However should you wish to use a local repairer you should obtain prior authority from the administrator or the selling dealer first.

WHEN IS MY SERVICE DUE?

The vehicle must be serviced in line with the service requirements listed on page 8.

WHO IS MY FIRST POINT OF CONTACT?

If your question relates to the information provided on the agreement form or to the cover provided under the guarantee, please contact the administrator on 03432 271 499.

It is your responsibility to ensure that the administrator and or the selling dealer is informed in writing of any changes to the vehicle or personal details that may affect this guarantee.

HOW DO I KNOW THAT MY GUARANTEE IS VALID?

Your agreement form provided by your selling dealer at the time of purchase will detail the following:

- Your Details
- Vehicle Details
- Claim Limits
- Date of Expiry

If you have not received this, please contact the selling dealer.

Please refer to your agreement form for confirmation of the cover levels you have been supplied with or have purchased.

Please read this document carefully and make sure you understand and fully comply with its terms and conditions. Failure to do so may jeopardise the payment of any repair request, which might arise and could lead to the guarantee becoming void.

Please ensure you keep this document in a safe place so you can read it again if you need to.

DEFINITIONS

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

We/us/our/selling dealer

Shall mean the selling dealer of the Vehicle and this guarantee as specified on your agreement form.

You/your/yourself

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

Guarantee

The guarantee is a contract between you, the legal owner of the vehicle as named on the agreement form and the selling dealer. 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 claim limit as detailed on the agreement form.

Please note that this guarantee is not an insurance product.

This guarantee does not affect your legal rights under the Consumer Rights Act 2015.

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.

Claim 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 guarantee during the period of cover is limited to the purchase price of the vehicle in aggregate.

Agreement form

Confirmation of the vehicle, the guarantee holder's details, guarantee duration, type of cover selected and claim limit applicable.

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.

Period of cover

The guarantee 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 guarantee is also stated on the agreement form.

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.

HOW TO CONTACT AUTOGUARD

Please read this guarantee 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 guarantee 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

Telephone calls may be recorded for quality assurance and compliance.

MAKING YOURSELF HEARD

It is the intention of the selling dealer and the administrator to give you the best possible service. Should you have any complaints regarding this guarantee or the administration of the guarantee please contact:

Contact Details

Fresh Motors Ltd

Norwich Road
Watton
Norfolk
IP25 6HW
Telephone: 01953 797 272
www.freshmotors.co.uk

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

DATA PROTECTION ACT 2018

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 2018, for the purpose of providing cover and handling repair requests, if any, which may necessitate providing such information to third parties.

For the full details of the administrators privacy policy please visit:

<https://www.autoguardwarranties.com/privacy-policy>

HOW TO MAKE A REPAIR REQUEST

DO NOT proceed with repairs without prior approval from the administrator.

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 guarantee. 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 limits as noted on the agreement form for a single repair request.

1. Your repairer must telephone the administrator on 03432 271 499. At that time the following information will be required:
Guarantee number
Guarantee holder's name
Current mileage
Nature of repair request
Total cost
Service history (if applicable)
2. If the failed component is listed under this guarantee you must obtain authority from the claims department before commencing any repairs. Admission of liability is conditional on the terms and conditions of this guarantee being adhered to, for example, servicing.

3. On receipt of any supporting service invoices (where required), we may approve repairs immediately or alternatively: call for other estimates; nominate another repairer; investigate the repair request further; request other forms of supporting evidence e.g. photo/video; or appoint an independent assessor to inspect the vehicle and or failed components.
 4. 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 guarantee holder.
 5. On completion of the repairs, send the following documents to the administrator at the address on page 3 of this guarantee:
 - a. The repairer's 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 on receipt of the funds from the selling dealer, subject to the terms and conditions of the guarantee. If a balance is due, you must pay it direct to the repairer. The administrator can not be held liable for any claims under this guarantee

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 14 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 selling dealer to accept such repair requests. VAT on repairs covered by the guarantee is not reimbursed where you are VAT registered.

IMPORTANT NOTE

You are covered only for the parts described in this guarantee.

You are covered up to the claim limits shown on the agreement form or any lower limit that may be specified within this guarantee.

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 guarantee 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 their invoice.

WHAT IS COVERED?

THE MECHANICAL AND ELECTRICAL COMPONENTS LISTED ON THIS PAGE. ANY ITEM NOT SPECIFICALLY MENTIONED IS NOT COVERED.

ENGINE
Cylinder Head
Cylinder Head Gasket
Camshaft and Followers
Oil Pump, Pistons and Rings
Con Rods
Crankshaft and Bearings

ELECTRICAL SYSTEM
Starter Motor
Alternator

TRANSMISSION / DRIVETRAIN
Drive Shafts
Manual Gearbox - All internal components contained within the transmission casing.
Automatic and CVT Transmissions - All internal components contained within the transmission casing.
Differential (All internal components.)

ENGINE MANAGEMENT
Engine Electronic Control Unit Only



PLEASE REFER TO PAGE 9 FOR DETAILS OF EXCLUSIONS TO COVER UNDER THIS SERVICE CONTRACT

EXTRA BENEFITS

The extra benefits listed below will be made available subject to the limits specified on the agreement form, provided the parts in need of repair are covered under the guarantee.

CONTINENTAL USE

The breakdown repair cost element of this guarantee is extended to cover the vehicle whilst travelling within the EU for a period of 60 days during each year. The owner may authorise repair work and repair request reimbursement in accordance with the terms of the guarantee subject to a receipted invoice, service history and completed repair request form being forwarded to the Claims Department. Reimbursement will be at the exchange rate current at the time of the repair.

RENEWABLE PRODUCTS

Whilst efforts will be made by the Administrator to contact you, by email, in advance of the first product renewal date, the onus and responsibility to submit the required information in good time, in advance of the first renewal date and subsequent annual renewals thereafter, is solely that of the guarantee holder named on the agreement form. Failure to submit the required documentation & information in good time in advance, will lead to the product becoming void and no further claims being considered.

SERVICE REQUIREMENTS

The Vehicle must be serviced as directed in this booklet to keep this guarantee valid.

It is preferred that you use the selling dealer to ensure quality.

However should you wish to use a local garage you should obtain prior authority in writing from the selling dealer.

The vehicle must be serviced 12 months or 10,000 miles whichever is the sooner after the date of purchase.

Minimum service requirement...

1. Change engine oil & Filter
2. Check Gearbox & Differential Oil levels (top up)
3. Check coolant and anti freeze levels (top up)
4. Check Timing belt (if fitted) renew if required (manufacturers schedules)
5. Brake fluid, Replace in accordance with manufacturers recommendations.

TRANSFERS

Please note that this cover is non-transferable.

Note: Renewable agreements are non-transferable.

The documentation & information required is as follows;

- Clear scanned copy of page 1 & page 2 of the V5 registration document.
- Service records for the vehicle since inception of the product to date.
- Accurate current speedometer reading.

This information should be provided one calendar month in advance of the renewal date and sent via email to renewals@autoguardwarranties.com

If there is a valid service history supplied with the vehicle, then the manufacturers schedule should re-start after this guarantees minimum requirement.

Servicing must be completed by a garage and fully itemised invoice must be retained.

Pre-delivery inspection will not be classed as a service.

If any circumstances prevent the service being carried out at the correct time, Autoguard Warranties Ltd must be informed immediately by recorded delivery.

The only acceptable proof of servicing will be the fully detailed service invoices indicating servicing dates and mileages and/or a correctly completed and fully stamped service booklet.

Please retain proof of all previous service invoices for our inspection in the event of a repair request.

Failure of the above service requirements will result in automatic rejection of the repair request and your guarantee cover will become null and void.

EXCLUDED FROM COVER

- External oil /fluid leaks are specifically excluded.
- Gradual deterioration of performance of a component in line with the age and mileage of the Vehicle will be classed as "wear and tear" and excluded from the service contract unless additional wear & tear cover has been purchased.
- Water ingress and any components damaged by water ingress are specifically excluded.
- Carbonised, pitted, corroded, burnt or sticking components are specifically excluded.
- Breakdown as a result of contamination or failure to meet current emission legislation is excluded.
- Power steering belts, external links and joints, rubber boots, swivel pins, oil leaks, frost damage and bushes are excluded.
- Nuts, bolts and mounting brackets.
- Keys and key fobs.
- Software, firmware or "flash" updates for any component.
- The cost of any servicing or service items.
- Seals & gaskets of any description, save where specifically covered, including but not limited to sealing compounds, silicone sealant and liquid gaskets.
- The maximum contribution for diagnostics is £45 inclusive of VAT on a valid repair request.
- Those components covered are covered against sudden and unexpected mechanical breakdown.
- The replacement of oil filters, lubricants, antifreeze and fluids is included provided the replacement is necessitated by the failure of a authorised component and the vehicle is not within 1,000 miles of its next due service.
- Where the failure has been confirmed on a diagnostic machine, the fault codes must be submitted as supporting evidence, along with the repair request invoice.
- Paint - the painting of parts replaced under the service contract will not be covered.
- Casings - The following casings are only covered if their failure is a direct result of a failure of a covered component and will constitute part of the total repair request subject to the service contract limits: Cylinder Block, Cylinder Head, Gearbox Casing and Axle Housing.
- Working Materials - Should any authorised repair to any of the above components require essential replacement or topping up of lubricants, oils or coolant or replacement of the oil filter these shall be covered as part of the total claim, within the service contracts limits.
- Electrical connections, LEDs, LCDs, all internal and external lamps, wiring looms and all batteries.
- Anything not specifically mentioned in the "What is Covered" Section of this booklet. (Page 8&9)
- Consumable items such as, but not exclusively limited to light bulbs, drive belts, wiper blades, brake linings, brake discs, cylinders, cables, bushes, glow plugs, all pipes, all hoses, remote controllers, keys and key fobs.

TIMING BELTS

Otherwise known as camshaft drive belts. If your Vehicle has a timing belt, please make sure it is in good condition and that it is checked and changed in line with the manufacturer's recommendation.

If the timing belt breaks it can cause serious and unnecessary engine damage and inconvenience.

No responsibility will be accepted for damage caused by the failure of a worn out/or incorrectly fitted timing belt.

CARING FOR YOUR VEHICLE

It is your responsibility to ensure that your vehicle is maintained in a legal and roadworthy condition at all times by following the service requirements listed on page 8.

SERVICE RECORD

PRE DELIVERY INSPECTION / SERVICE

Service date: _____

Service mileage: _____

Your next service will be due on: _____

Date: _____ Mileage: _____
(whichever is sooner)

FIRST SERVICE

Service date: _____

Service mileage: _____

Your next service will be due on: _____

Date: _____ Mileage: _____
(whichever is sooner)

SECOND SERVICE

Service date: _____

Service mileage: _____

Your next service will be due on: _____

Date: _____ Mileage: _____
(whichever is sooner)

Where the original service book is not available any servicing undertaken may be recorded in the section below. You should retain service invoices as these may be required for validation purposes.

THIRD SERVICE

Service date: _____

Service mileage: _____

Your next service will be due on: _____

Date: _____ Mileage: _____
(whichever is sooner)

FOURTH SERVICE

Service date: _____

Service mileage: _____

Your next service will be due on: _____

Date: _____ Mileage: _____
(whichever is sooner)

FIFTH SERVICE

Service date: _____

Service mileage: _____

Your next service will be due on: _____

Date: _____ Mileage: _____
(whichever is sooner)

TERMS AND CONDITIONS

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

- Autoguard Warranties Ltd on behalf of the selling dealer will provide administration services in respect of the terms set out in this guarantee booklet and accompanying agreement form. Autoguard Warranties will make good payment for any repairs to the vehicle detailed on the accompanying agreement form and subject to complying with the terms and conditions of this guarantee and accompanying agreement form. Payment to guarantee holder, Repairer or any party will be subject to receiving in full sufficient funds to discharge the debt. Autoguard Warranties will not be liable for any payments to any party for repairs to the vehicle attached to this agreement should the selling dealer fail to provide sufficient funds within 14 days of the repair.
- The guarantee 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 non-standard, customised or modified vehicles without permission from the selling dealer
- The selling dealer has given the administrator your information in order to validate the contract for services between you and the administrator.
- The Company will not pay more than the claim limit shown on the agreement form or, if lower, in this guarantee booklet.
- No liability will be accepted for any repair request that is reported to the administrator more than 14 (fourteen) days after the relevant fault is discovered.
- No repairs may be carried out under this guarantee without prior authority from the administrator or selling dealer. No liability shall exist in respect of parts supplied, repairs carried out or any other repair request under this guarantee other than repair requests in accordance with the procedures set out in this guarantee booklet. The administrator and selling dealer reserves the right to provide replacement parts and to carry out repairs under this guarantee or to arrange for their provision by other persons.
- Authorised repairs must be completed within 30 days of approval issue date. Repair request documentation must be received by the repair request department within 14 (fourteen) days of completion of repairs, otherwise they cannot be accepted.
- 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.
- 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 claim limits and the terms and conditions of your guarantee.
- Services must be carried out in accordance with the schedule described in the service requirements section of this guarantee (page 8) - you must keep all the service invoices in the event of any repair request.
- 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.
- Your guarantee 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.
- 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.
- 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.
- The administrator or selling dealer may declare void any guarantee where the vehicle attached has been modified in any way without authority from the selling dealer.

TERMS AND CONDITIONS - continued

16. If you have not kept to the conditions of the guarantee, you agree that your repair request will be rejected and that your guarantee will be cancelled.
17. If you or a repairer makes a false or dishonest repair request, your guarantee will be cancelled and legal action may be taken against you.
18. In the event of a repair request the selling dealer reserves the right to call for a contribution from the guarantee 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.
19. You cannot change the terms and conditions unless you have written agreement from the administrator or the selling dealer.
20. If you are in breach of any of the terms of this guarantee, the administrator or the selling dealer may cancel this guarantee by giving 14 days notice by recorded delivery to the last known address of the guarantee holder.
21. No liability will be accepted for any consequential loss or damage to parts not covered by this guarantee where consequential loss is caused by a covered part.
22. If the administrator accepts that there is a repair request under this guarantee but there is a disagreement in respect of the amount to be paid, the disagreement will be referred to the selling dealer. In these circumstances the selling dealer will direct the administrator as to the next course of action. No liability will be accepted by the administrator.
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 guarantee is voidable if you or anyone acting for you fails to disclose, misrepresents or misdescribes any material fact. If the administrator voids this guarantee 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 guarantee 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 guarantee will be void.
29. The cover provided by this guarantee is valid for 3 months or 3,000 miles from the date of purchase, whichever occurs first.

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) Occurring during the warranty or warranty period of any manufacturers or where faults have developed during such period prior to the commencement of the guarantee (provided 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) If the mileometer has been altered or disconnected or inoperative resulting in the misrepresentation of the vehicle's actual mileage.
- (d) 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. This includes, but is not limited to:
 - (a) The gradual loss of engine compression necessitating the repair of valves or rings
 - (b) Gradual increase in oil consumption due to normal operating functions.
 - (ii) The use of a grade of fuel not recommended by the manufacturer of the vehicle or the ingress of foreign matter into fuel, lubricants or cooling system. The use of inadequate or improper antifreeze protection.
 - (iii) Routine servicing maintenance or repair of the vehicle or from negligence, abuse or wilful damage.
 - (iv) The subjecting of the vehicle to a load greater than that permitted by the manufacturer's recommendations.
 - (v) 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.
- (vi) Any road traffic accident, collision or fire damage; including total loss of vehicle.
- (e) Involving components subject to recall or repair or replacement by the manufacturer or attributable to a manufacturer's design defect.
- (f) 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.
2. Local taxes, when repairs are completed outside of the UK.
3. Any ancillary components or equipment not listed under the "What is Covered" section.
4. Mechanical breakdown due to lack of fuel, antifreeze, 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 guarantee repair is in progress.
8. Liability, which attaches to the guarantee 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 or defects deemed to have been present at the time of guarantee inception.
13. The cost of any servicing or service items.

TERMS AND CONDITIONS - continued



AUTOGUARD
WARRANTIES

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