

# TERMS AND CONDITIONS

## Definitions

In this Agreement the following definitions will apply:

'**The Auto Group**' is a trading name of TAG Warranties Limited company registration number 8008443 whose office is situated at Unit 8, Abbots Business Park, Primrose Hill, Kings Langley, Hertfordshire, WD4 8FR

'**Vehicle Breakdown Service**' is the service provided by The Auto Group, who appoint Auto-Rescue Logistics Ltd ("ARL") whose office is situated at Beaufort House, 7-8 Talavera Court, Moulton Park, Northampton NNS 6RW as their recovery agent.

'**Registered Vehicle**' is a vehicle identified by its vehicle registration within the Vehicle Scheme Registration Schedule.

'**Owner / Driver**' is the owner or Driver of the Registered Vehicle at the material time.

'**Breakdown**' is any event that results in the Owner / Driver being unable to access or use the Registered Vehicle in the normal course of usage, to include not only mechanical failures, but user errors such as, inter alia, the loss of keys or insufficient fuel.

'**Permanent Repair**' is the service required to restore the Registered Vehicle to a roadworthy condition through the repair of any mechanical defect.

'**Breakdown Service**' is the service provided by TAG's agent that either resolves the fault, problem or issue that caused the Breakdown or allows for the transportation of the Registered Vehicle to a location where a Permanent Repair can be undertaken. For the sake of certainty, a Breakdown Solution may or may not include a repair, and a Permanent Repair may not be possible or practicable within the Breakdown Solution.

'**Temporary Repair**' is the service provided by TAG's agent that resolves a mechanical issue that caused the Breakdown to such an extent as is sufficient to enable the Registered Vehicle to be ridden under its own propulsion to the point of destination for the Permanent Repair.

'**Home Start**' is a Breakdown Solution undertaken at the place of residence of the Owner / Driver.

'**A Hire Car**' is a vehicle that is listed within the Schedule of Hire Cars provided when eligible.

'**The Hire Company**' is the third party company that owns the Hire Cars.

<p><b>The Vehicle Breakdown Service</b></p> <p>The Auto Group, via its network of UK based agents, will provide the following service:</p> <p><b>To provide a Breakdown Solution, to include Home Start, to the Registered Vehicles, on the following basis:</b></p> <p><b>A)</b> To attend the Breakdown within 45 minutes of being notified and where reasonably practicable achieve a Breakdown Solution in a safe location. This may involve moving the Registered Vehicle from where it came to rest to a safe location.</p> <p><b>B)</b> Where the Breakdown Solution cannot be undertaken at the roadside, the Registered Vehicle will either:</p> <p><b>i)</b> be transported to the agent's premises where the Breakdown Solution will be undertaken;</p> <p><b>ii)</b> be transported to a main dealer to for the purposes of Permanent Repair under warranty;</p> <p><b>iii)</b> be transported to a local garage of the Owner's / Driver's choice within 15 miles of the Breakdown location. The Owner / Driver has the option on scene to secure a journey of more than 15 miles by making a payment for the additional mileage at a rate of £1.10p per mile by debit/credit card to "ARL" by phone.</p> <p><b>C)</b> To provide a message relay service where notification of the delay due to the Breakdown can be given to third parties, as identified by the Owner / Driver.</p> <p><b>D)</b> To provide a Hire Car to the Owner / Driver in the following circumstances and subject to the following conditions and restrictions:</p>	<p><b>i)</b> Where the Breakdown Solution cannot be undertaken on the day of the Breakdown and where the Owner/Driver lives more than 50 miles from the Agent providing the Breakdown Solution;</p> <p><b>ii)</b> Where the Breakdown Solution or Permanent Repair has been delayed, for example for the provision of parts.</p> <p><b>(c)</b> The Hire Car will be provided for a maximum period of 72 hours.</p> <p><b>(d)</b> The Owner / Driver will contract directly with the Hire Company and will comply with their terms &amp; conditions of hire.</p> <p><b>(e)</b> The Owner / Driver will be responsible for fuel costs of the Hire Car and any excess liability incurred during the period of hire.</p> <p><b>(f)</b> The Hire Car will not be provided in the following scenarios:</p> <p><b>i)</b> Where the Registered Vehicle is being repaired under a manufacturer's / third party warranty;</p> <p><b>ii)</b> Where the Registered Vehicle is a light commercial vehicle.</p> <p><b>E)</b> The service will be provided subject to the following conditions, restrictions and exclusions:</p> <p>In the event that ARL's agent is instructed to undertake the Permanent Repair, labour and parts will be paid in full by the Owner / Driver before the Registered Vehicle is released to the Owner / Driver. This Clause is in addition to the Improver's Lien that arises under common law.</p> <p>In the event of a Temporary Repair, it is the Owner / Driver's obligation to arrange for the Permanent Repair to be carried out. Where this is not undertaken by the Owner / Driver, ARL reserves the right to either charge the Owner / Driver for further call-outs or to refuse to provide any further service.</p>
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**(a)** The Hire Car will be a vehicle allocated by ARL or the Hire Company and will be subject to the availability.

**(b)** The Hire Car will only be provided in one of the two following scenarios:

**F)** The Vehicle Breakdown Service will not be provided in respect of:

**a)** Any Breakdown occurring within 24 hours of the vehicle first being registered on the Vehicle Scheme Registration Schedule.

**b)** Any car more than 12 years old or a van more than 8 years old.

**c)** The cost of fuel or any spare parts, which will be responsibility of the Owner / Driver.

**d)** The cost of draining or removing contaminated fuel.

**e)** Vehicles that have not been maintained in accordance with manufacturer's recommendations.

**f)** Any costs of whatsoever nature incurred by any other breakdown or similar organisation whether or not their services have been mandated by the police or any other emergency service.

**g)** Any toll or ferry fees.

**h)** Damage or costs caused by any unauthorised fix for lost vehicle keys.

**i)** Consequential losses of whatsoever nature.

**j)** Loss or damage to the personal possessions of the Owner / Driver or their passenger.

**k)** Poor-quality prior repairs, the unsafe condition of the vehicle or where the Vehicle has been altered from the manufacturer's specification.

**l)** The costs of providing wheel(s) or tyre(s)

**m)** Use of the vehicle for racing, pacemaking, trials or rallying.

**n)** Any costs recoverable under any insurance policy or service provided by any motoring organisation or under the manufacturer's warranty.

**o)** Any vehicle being used for hire or reward.

**p)** In the event of a Temporary Repair, it is the Owner / Driver's obligation to arrange for the Permanent Repair to be carried out. Where this is not undertaken by the Owner / Driver, ARL reserves the right to either charge the Owner / Driver for further call-outs or to refuse to provide any further service.

**q)** Breakdown caused directly or indirectly by war, revolution or any similar event.

**r)** Vehicles not registered with the DVLA to a private individual or business named on ARL's Database.

**s)** Vehicles without an appropriate current MOT certificate where applicable, and a valid road fund licence/tax disc on display at the time of the Breakdown.

***The Auto Group will not provide the Vehicle Breakdown Service for more than five claims in any one scheme year from any one Registered Vehicle.***