

TERMS AND CONDITIONS

1. This agreement is provided by The Auto Group, to cover the sudden and unforeseen mechanical or electrical failure or breakage of an item as covered by the Drive or Drive Extra options, which causes a sudden stoppage of its function. General wear and tear is not covered by this agreement.
2. This agreement will reimburse you for the failed component/s, labour and VAT, subject to complying with the correct claim procedure and the failed component/s being covered under the terms of your specific agreement.
3. The total claim benefit will be up to the claim limit as shown on your agreement certificate including labour, all parts and VAT.
4. (a) You will be covered by this agreement once the agreement application form has been received and accepted by us and the relevant payment has been paid.
(b) No claim will be paid until full payment has been received for the agreement.
(c) The Auto Group will only pay for the reported problem, if covered by the level of cover selected. We will not pay for additional items identified during fault code readings, road testing, health checks, servicing or diagnosis of the reported problem.
5. **Legal Jurisdiction**
In the event of any dispute between the parties relating to this agreement, it is mutually agreed that before embarking on litigation proceedings, the parties will attempt to resolve it through negotiations or effective dispute resolution by the appointment of a mediator/ arbitrator. If either party unreasonably refuses to invoke the mediation/arbitration process, the other party can, on giving notice, rescind this term. 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.
6. This agreement WILL cover vehicles used for hire and reward subject to notification to The Auto Group, and an additional premium being paid. The value of the premium required will be quoted on an individual basis at the time of our notification. Failure to disclose that the vehicle is being used for hire and reward, will result in potential claims being rejected in addition to the agreement being nullified, without any refund of premium.
7. Light Commercial Vehicles are covered by this agreement. (Upto 3.500kg)
8. This agreement does not cover any form of accident howsoever caused. This would be covered by your road risk insurance policy.
9. This agreement does not cover components that have been modified from the manufacturer's original design.
10. No part of this agreement may be altered without the written consent of The Auto Group.
11. In the event of a problem occurring with your vehicle, you should stop and obtain advice from your local repairer or from The Auto Group claims department, in order to avoid additional damage, which would not be claimable under your agreement.
12. This agreement does not offer any reimbursement for any repairs that have not followed the correct claims procedure.
13. This agreement will come to an end if any attempt is made to commit fraud.
14. 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.
15. The agreement can 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.
16. This agreement is cancellable at any time up to 14 days by either party from the start date. If you have made a payment to the supplying dealer then you should request a refund from them. We reserve the right to decline your cancellation request and to charge an administration fee in certain cases.
17. In the event of a claim being presented, we reserve the right:
(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.
18. The repair labour rate payable will be to a maximum of £50.00 per hour (Inclusive of VAT), unless stated otherwise on your agreement certificate.
19. 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).
(a) In all cases where possible, we will only pay for motor factor pattern parts, reconditioned/exchanged parts and in exceptional circumstances, with your permission, second hand parts can be used. Original Equipment components will only be approved if there is no alternative.
(b) Repair times will be assessed and agreed using Auto Data/ICME repair time data.
(c) The liability of this agreement is to return the vehicle to its condition, prior to the failure.
This agreement does not cover fire, collision, frost, snow, ice, flooding, freezing, corrosion, cracked blocks, cracked cylinder heads due to lack of anti-freeze, all fluid leaks or faulty workmanship of any description. (with the exception of radiator and brake calliper corrosion, which is covered).
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21. This agreement does not cover extreme/off road use, damage caused by impact or failures due to negligence or excess speed.
22. This agreement does not cover exhaust emission MOT failures.
23. This agreement does not cover the incorrect grade/use of fuel or any failure that has been caused by the incorrect use of fuel.
24. This agreement does not cover vehicles that have been used for off road or competitive track purposes.
25. This agreement will not cover vehicles that have had the manufacture warranty removed for any reason.
26. This agreement does not cover bodily injury/death, accidental damage or any other damage howsoever caused.
27. This agreement does not cover inherent faults of any description or those caused by faulty workmanship or poor preparation.
In most cases, an independent assessor will be used to ascertain/confirm an inherent fault.
28. This agreement will cover consequential damage if the failure of a covered component causes another covered component to fail. (consequential damage does not include driver abuse/neglect or continued use after the initial event)
29. This agreement and the payment of an agreed repair may be subject to an excess. Please refer to your agreement certificate for details of this excess. In the event of an agreed repair, this excess will be deducted from the overall agreed amount paid by The Auto Group.
30. Any extra benefits reimbursed by The Auto Group will form part of the maximum payout as detailed on your agreement certificate.
31. This agreement does not cover acts of negligence or driver abuse which render components inoperative.
32. This agreement does not cover serviceable items or components that require periodic replacement. General maintenance procedures and adjustments are also not covered by this agreement (i.e. those items that would normally be maintained, replaced or adjusted during the routine scheduled servicing of the vehicle)
The following is an example, but not a definitive list – brake pads/shoes, brake discs/drums, drive belts, all filter types, all oils, brake fluid, antifreeze, screen wash, wiper blades, bulbs, complete exhaust system, clutch frictional material and air conditioning re-gassing.
33. Timing belts are not covered if they are being replaced as part of the routine scheduled service procedure for your vehicle. (However, this agreement will reimburse you for a premature timing belt failure along with the additional damage that this may cause) N.B. The timing belt must have been replaced in the past, and must be replaced in the future, at the correct specified intervals, with proof being retained for submission to The Auto Group in the event of a premature timing belt failure claim.
34. Engine and manual/automatic gearbox claims will be refused, if it is proven that previous scheduled oil and filter changes have not taken place at the specified time.
35. Failure caused by cross contamination of fluids is not covered by this agreement.
36. Damage caused by non-covered items and influences causing damage to covered items are not covered by this agreement.
37. **THIS IS VERY IMPORTANT:**
You are responsible for ensuring that your vehicle is maintained in accordance with the manufacturers' recommendations. You have a maximum of 1,000 miles or 30 days (which ever 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 service invoices must be retained as they will be required in the event of you seeking reimbursement by this agreement.
38. We accept no liability for loss of use, inconvenience, lost time, commercial losses or any other incidental or consequential damages.
39. **Complaints procedure;**
If you have an enquiry or complaint please email us at complaints@theautogroup.co.uk or write to us at:
The Auto Group, Unit 8, Abbots Business Park, Primrose Hill, Kings Langley. WD4 8FR
40. The information contained within this booklet is correct as of 1st February 2014. The latest information can be obtained at the point of purchase or you can visit our website at www.theautogroup.co.uk.