

## INTRODUCTION

Thank you for choosing **Clarion Cars** for your new car.

We take great pride in the cars we sell and hold our obligations to you very seriously. Your vehicle has passed our pre delivery inspection to reach you in the best possible condition and is supported by our Ultimate guarantee. This is certainly the best guarantee available and designed specifically for our customers. It will contribute to the cost of repairs that need to be made to your vehicle due to the unforeseen mechanical breakdown of any of the parts covered. Mechanical breakdown is the sudden and unforeseen failure of a part arising from any permanent mechanical or electrical defect, for a reason other than normal deterioration or negligence causing a sudden stoppage of its function, requiring immediate repair or replacement of the part before normal operation can be resumed.

This guarantee is arranged on our behalf by Autoassure, Great Bow Wharf, Langport, TA10 9PN who are authorised and regulated by the Financial Conduct Authority.

All claims are handled and administered by Tobell Insurance Services Limited, 33 Creechurch Lane, London, EC3A 5EB

## MAKING A CLAIM

If you think that your vehicle has developed a fault that may be covered by this guarantee, please notify our claims team on 0114 3219883. If it is not convenient for you to return the vehicle to us, the administrator has a network of nominated repair centres who will carry out repairs on our behalf. We do reserve the right to use these repairers to effect repairs to your vehicle.

Please read this guarantee document carefully. This document sets out all you need to know about your guarantee and specifies what is covered and what is not included within the coverage of this guarantee.

The maximum amount that this guarantee will pay for any one repair, and the amount we will pay for all repairs in total during the duration of this guarantee, will be limited to the claim limits shown on your guarantee schedule. Where a claims limit is retail value, it will be understood to be the vehicle retail value at the time of claim.

The claims procedure is explained in section 6

## 1. WHAT IS COVERED

**All mechanical and electrical components, associated labour and consumable costs are covered by this guarantee against mechanical breakdown** provided they are of the original manufacturer's specification and are not listed below.

Bodywork, paintwork, light units, interior and exterior trim, glass, mirrors, handles, hinges, cables, pipes, hoses, wiring looms (where damaged by corrosion or accidental damage), belts, fasteners, exhaust systems, alarms, tracker units, immobilisers, central locking remote fobs, seats, seat belt systems.

Routine maintenance & items failing due to general deterioration or beyond their expected serviceable life. Workshop consumables and service & maintenance items which include, but are not limited to; air, diesel particulate, pollen and oil filters, spark plugs, glow plugs, brake discs and drums, brake & clutch friction materials, wiper blades & arms, bulbs, batteries & fuses. Re-gassing or pressurizing of air con unless part of an authorized repair and to a maximum contribution of £40.00 inc VAT.

**We believe our Dealer Ultimate Guarantee is the most comprehensive available and cover the following items excluded by other warranties:**

### Air Bag System

Air bag, electronic control unit and sensors. Excludes detonator unit, air bag, or trim.

### Air Conditioning

Circulation pump, condenser, matrix switches and control unit. Excludes replacement due to accidental damage, corrosion, leaking pipes or joints, service re-gassing or pressurisation.

### Catalytic Converter

Factory fitted catalytic converter, EGR valve, lambda and nox sensors. Excludes damage or failure caused by impact, corrosion or blockage due to carbonization or oil contamination, use of incorrect grade or type of fuel. Refer to manufacturers recommendations regarding engine purging.

### MOT Failure

Repair or replacement of mechanical or electrical components required for a VOSA MOT Certificate (VT20).

One valid claim per year

All failed parts must be noted on the VOSA MOT failure certificate (VT30) and exclude the following:

Lighting equipment - broken or cracked lenses, condensation, replacement bulbs or beam realignment. Steering and Suspension – rubber bushes, wheel balancing and / or wheel / suspension alignment. Brakes – discs / drums, worn pads and / or shoes. Seatbelts – cut or damaged straps or webbing. Structure – body or chassis repairs, repairs due to corrosion, seat mountings and / or runners, battery, cracked or damaged mirror glass, fuel tank or fuel leaks, windscreen cracks or chips. Exhaust and Emissions – leaking or corroded exhaust system. Cost of Mot test and re test fee, parts noted on MOT advisory Notice, Service items, including but not limited to – Tyres, batteries, bulbs, lubricants and filters, friction materials and impact damage.

Any MOT failure repairs within 90 days of your guarantee start date, 30 days before or after the MOT due date.

## 1. WHAT IS COVERED (CONT.)

### Multimedia and technology packs

Repair or replacement of manufacturer factory fitted components: Radio, CD / DVD player, Satellite navigation system, parking sensors, auto wiper / light sensors, blue tooth.

Excludes antennas and aerials, software upgrades and third party services.

### Power Roof Motor

Factory fitted convertible roof motor, solenoids & ECU

## 2. WHAT IS NOT COVERED

- 2.1 Components specifically listed in section 1 of this guarantee.
- 2.2 General maintenance and components worn out or beyond their designed serviceable life.
- 2.3 Faults which occur during the period of warranty provided by a manufacturer or supplier, or items which are subject to a manufacturer's recall.
- 2.4 Damage caused by overheating, freezing, corrosion or the intrusion of harmful substances (for example the ingress of water), use of an incorrect grade of fuel or oil, or lack of antifreeze, lubrication or servicing.
- 2.5 Improper use of the vehicle, neglect or abuse of any kind, or drive on damage after a fault has occurred.
- 2.6 Damage caused by the failure of components not covered

- by this guarantee.
- 2.7 Any repairs not authorised by the administrator prior to the repair work being carried out.
- 2.8 Any costs other than those specifically agreed and authorised by the administrator.
- 2.9 Diagnosis if claim not authorised, adjustments, the cleaning of components or "re-facing" costs (e.g. skimming or honing).
- 2.10 Costs in excess of the equivalent UK specification vehicle, if your vehicle has been imported.
- 2.11 The failure of components due to lack of routine or regular maintenance.

## 3. ADDITIONAL FEATURES AND BENEFITS

In the event of a valid claim for mechanical breakdown we will provide the following additional benefits.

The costs of providing these benefits will constitute part of the total claim and are subject to the maximum claim limit as stated on the your guarantee schedule. Please retain all your receipts.

### 3.1 Car Hire

Provided that the actual repair time for removal and replacement of components is listed in Glass's ICME Manual as being in excess of 8 hours this guarantee will reimburse you up to £25 including VAT per day towards the cost of hiring a replacement vehicle.

A maximum of 7 days car hire is available with one day being allowed per 8 full hours of repair time. Delays awaiting the completion of repairs including any delays caused by waiting for components if applicable are not included.

### 3.2 Continental Use

This guarantee covers you for personal travel up to 60 days per annum to member countries of the European Union. We will reimburse claims costs in accordance with the equivalent UK component and labour costs.

### 3.3 Hotel Accommodation and Rail Fare

In the event of a mechanical breakdown away from home which means you are unable to return to your home the guarantee will pay up to £100 including VAT toward the cost of your overnight hotel accommodation or your rail fare to get you home.

### 3.4 Recovery

In the event a mechanical breakdown renders your vehicle immobile (or if continued driving of your vehicle could cause danger or further damage this guarantee will pay up to £50 including VAT towards the cost of recovering your vehicle to a repairing garage.

## 4. CARING FOR YOUR VEHICLE

Failure to service your vehicle in line with the manufacturer's recommendations will not invalidate this guarantee. However, this guarantee will not cover faults attributable to or caused by lack of routine or regular maintenance.

It is your responsibility to ensure that your vehicle is maintained in a legal and roadworthy condition at all times by following the manufacturer's recommended service schedule.

## 5. GENERAL CONDITIONS

By taking out this guarantee you agree to comply with the following conditions. If you do not comply with them we may choose to cancel this guarantee, refuse to deal with your claim or reduce the amount of your claim.

51 You must take all reasonable steps to avoid damage to your vehicle or components. This guarantee will not cover damage caused by continued use after a fault occurs.

52 It is your responsibility to ensure that your vehicle is maintained in a legal and roadworthy condition at all times, preferably by following the manufacturer's recommended service schedule.

5.3 This guarantee is an addition to your legal rights if your vehicle is found to be unfit for use or not of satisfactory quality.

5.4 This guarantee will not cover your vehicle if it:

- a. is used for hire or reward for example as a taxi, mini cab or for driving tuition;
- b. as been modified unless we have agreed this before the guarantee start date;
- c. is over 3.5 tonnes;
- d. is used in any sort of race or rally or any other competition;
- e. has been the subject of an insurance total loss.

## 5. GENERAL CONDITIONS

5.5 You are expected to understand the warning lights and gauges on your vehicle and ensure that they are operating correctly.

5.6 This guarantee does not cover any consequential losses or third party claims, bodily injury, fire damage or any other losses beyond the actual scope of cover.

5.7 This guarantee will not pay for any repairs if they are covered by an insurance policy or motoring breakdown organization.

5.8 This guarantee will be governed by English law.

5.9 This guarantee does not entitle you to Breakdown Assistance / Rescue Services.

5.10 If any information provided by you or anyone acting on your behalf is inaccurate or if you do not disclose any information that might reasonably affect our decision to provide a guarantee to you, your right to any benefit under this guarantee will end. If any claim under this guarantee is fraudulent or is intended to mislead, or if any misleading or fraudulent means are used by you or anyone acting on your behalf to obtain benefit under this guarantee, your right to any reimbursement will end and the administrator shall be entitled to recover any monies and paid costs incurred as a result of such fraudulent or misleading claim, which may include legal action. No refund will be made.

## 6. IF YOUR VEHICLE HAS A FAULT

If you think that your vehicle has a fault that may be covered by this guarantee, you must contact the administrator in the first instance. Telephone number: 0114 3219883. The claims department is open 9:00am to 5:00pm Monday to Friday and 9.30am to 12.30pm Saturday. Any claim outside of normal working hours can be registered on our 24 hr answer service and we will respond at the next earliest opportunity.

The administrator will require the following information, so please have this to hand when telephoning:

- a. Your guarantee number and registration number of your vehicle;
- b. current mileage on your vehicle; and
- c. your vehicle's service history.

You will need to take your vehicle to a repairer. The administrator has a nationwide network of nominated repairers who are familiar with the administrator's claims and billing procedures. The administrator shall recommend these repairers wherever possible. If a suitable nominated repairer cannot be located the administrator will agree a suitable local alternative with you. You should then take your vehicle to the repairer and give them your permission to investigate the fault. The repairer should then contact the administrator to discuss their findings and obtain our permission to carry out the repair. No repairs can be carried out without the administrator's permission as evidenced by an authorisation number.

When the administrator authorises a repair it will do so by issuing a unique authorisation number to your repairer. Repairs must not be started until the administrator has given this number to you or your garage.

### 6.1 Investigation

You must authorise any dismantling of components for inspection and you will be responsible for the cost incurred if the repair is not covered by this guarantee. Dismantling costs will only be paid as part of an authorised repair.

### 6.2 Assessing the repair

The administrator reserves the right to use an Independent Consulting Engineer to inspect your vehicle, the failed components and the vehicle's service history before the administrator authorises a repair. Whilst the administrator will make every effort to ensure this happens with the least delay and inconvenience to you, they shall not be liable for any losses you incur through any delay.

### 6.3 Labour and component costs

Labour times will be reimbursed in accordance with the times given in Glass's ICME Manual at the rates charged by the administrator's nominated repairers unless agreed beforehand. Initial fault diagnosis restricted to 30 minutes unless agreed beforehand. The administrator may ask the repairer to use guaranteed exchange units or factor components in repairing your vehicle.

### 6.4 Indemnity and costs

This guarantee is a contract of indemnity. This means that if repairs to your vehicle make it better than it was immediately prior to the mechanical breakdown, you may be asked to pay a contribution towards the costs.

Not all the cost of the repair will always be covered by this guarantee. Additional repair costs and those not covered by this guarantee must be paid for by you.

### 6.5 Invoicing

You or the repairer must send the administrator an original, fully detailed and itemised invoice and any proof of service that the administrator requires. Please clearly mark on the invoice to whom the administrator should make payment. Photocopies of invoices will not be accepted. Only the amount authorised by the administrator for the claim will be paid. Payment of any authorised claim will not be paid until the guarantee premium has been received by the administrator.

### 6.6 On completion

Please send invoices to the claims administrator at: Tobell Insurance Services, Westthorpe Business Centre, Westthorpe Fields Business Park, Killamarsh, Derbyshire, S21 1TZ.

Where ever possible, the claims administrator will pay the repairer directly up to the amount authorised. You must make arrangements to cover any costs not covered by this guarantee. If you are VAT registered, we will not pay the VAT element of your claim.

## 7. IF YOU ARE UNHAPPY WITH OUR SERVICE

We always aim to provide a first class standard of service. However, if you are unhappy you should in the first instance address your enquiry to the administrator quoting your guarantee number. Telephone: 0114 3219883.

email: [customerservices@autoassure.co.uk](mailto:customerservices@autoassure.co.uk).

If you are still unhappy contact us and we will review your complaint with the administrator on your behalf.

## 8. DATA PROTECTION ACT

We and the administrator record and hold data in accordance with the Data Protection Act 1998 and follow strict security procedures in the storage and disclosure of information provided to prevent unauthorized access or loss of such information. We and the administrator may find it necessary to pass data to other firms or businesses that supply products and services associated with this guarantee.

Further, by accessing and updating various databases we and the administrator may share information with other firms and public bodies, including the police, in order to substantiate information and prevent or detect fraud. If false or inaccurate information is provided and fraud is suspected this fact will be recorded and the information will be available to other organisations that have access to the databases. Details of databases accessed or contributed to are available on request.

## 9. CANCELLATION

### **CANCELLING THIS GUARANTEE**

You may cancel this guarantee within 14 days of receiving this contract by contacting us and you will receive a full refund of the premium paid. If you have made a claim that has been paid, the cost of the claim will be deducted from your refund.

You may cancel this guarantee at any time after 14 days but no refund of premium will be available.