

# Commercial Protect Comprehensive



## 1 ABOUT YOUR AGREEMENT

Please read this agreement carefully and make sure You understand and keep to these terms and conditions. Not keeping to these terms and conditions may affect any claim You make and could lead to the Vehicle warranty becoming void (not applying).

- 1.1 This warranty is a legal agreement between: **You**, the registered owner of the **Vehicle** shown in the **Schedule** attached to this warranty; and **Us**, the **Motor Dealer** who **You** bought the **Vehicle** and this warranty from (the guarantor). **We** have appointed the **Administrator** (AutoProtect) to deal with all matters relating to claims made under this warranty. Please keep this warranty document in a safe place.
- 1.2 The cover under the warranty only applies if these terms and conditions are fully met. The warranty has specific exclusions to parts listed in these terms and conditions.
- 1.3 If **You** have any questions regarding the coverage provided by this agreement or if **You** wish to advise **Us** of any changes to **Your** agreement, then please contact the **Administrator** on telephone number 01279 456 500.

## 2 ELIGIBILITY

**You** are eligible for cover under this agreement if:

- 2.1 The **Vehicle** does not exceed 5,000 GVM (Gross Vehicle Mass).
- 2.2 The **Vehicle** is under 12 years old and/or 150,000 miles at the start of this agreement.
- 2.3 You are residing in the Territorial Limits.

## 3 DEFINITIONS

The following words will have the meanings described below wherever they appear in this warranty document:

- 3.1 **Administrator**: AutoProtect Administration Limited of Warwick House, Roydon Road, Harlow, Essex, CM19 5DY, who act as the **Administrator** for all sections of this agreement.
- 3.2 **Approved Repairer**: The person who is authorised by the **Administrator** to carry out the repair work to the **Vehicle**.
- 3.3 **Commercial Travelling**: Couriering, deliveries or door to door sales of any kind.
- 3.4 **General Wear and Tear**: The gradual reduction in performance and or the gradual failure of a component due to the age and mileage of the **Vehicle**.
- 3.5 **Mechanical Breakdown**: The failure of a part, causing it to suddenly stop working, for a reason other than negligence.
- 3.6 **Motor Dealer**: A **Vehicle** dealership or **Vehicle** distribution business that sells new or used **Vehicles** at the retail level, based on a dealership contract with a manufacturer or its sales subsidiary. It employs automobile salespeople to sell their automotive **Vehicles**. It may also provide maintenance services for **Vehicles**, and employ automotive technicians to stock and sell spare automobile parts and process warranty claims.
- 3.7 **Schedule**: The document containing important information about **You**, the **Vehicle**, the **Start Date** and the claims limit.
- 3.8 **Start Date**: The date on which **Your** cover under this agreement starts as noted within **Your Schedule**.
- 3.9 **Territorial Limits**: The region within which this agreement is valid, being The United Kingdom.
- 3.10 **Vehicle**: A commercial **Vehicle** up to 5,000 GVM (Gross Vehicle Mass), registered for road use, excluding minibuses, specified in the **Schedule**.
- 3.11 **Warranty Period**: As specified in the **Schedule**.
- 3.12 **We/Us/Our**: The guarantor, the **Motor Dealer** who **You** bought the **Vehicle** and this warranty from.
- 3.13 **You/Your**: The person as named on the agreement **Schedule**.

## 4 WHAT IS COVERED

- 4.1 This warranty covers all mechanical and electrical parts subject to the exclusions of this agreement (including labour costs to fit them) against **Mechanical Breakdown** for **Vehicles** less than 12 years old or 150,000 miles at the **Start Date** of this agreement. In addition:
  - 4.1.1 Oil Seals - Crankshaft front seal, camshaft oil seal, auxiliary shaft oil seal, gearbox rear seal, drive shaft(s) seals, differential pinion seal and any oil seal required on the engine or gearbox as part of a valid **Mechanical Breakdown**.
  - 4.1.2 Casings - If any of the parts included fail and this damages the casings, they will also be included.

- 4.2 We will cover **Mechanical Breakdown** where the cause of failure is **General Wear and Tear** for **Vehicles** less than 6 years or 60,000 miles at the point of claim.
- 4.3 If the additional premium has been paid, the turbo will be covered for **Mechanical Breakdown** where the cause of failure is due to **General Wear and Tear** provided the **Vehicle** is less than 10 years old or 100,000 miles at the point of claim.

## 5 WHAT IS NOT COVERED

- 5.1 Body, paint, glass, interior and exterior trim.
- 5.2 Wheels and Tyres.
- 5.3 Airbag and control system.
- 5.4 Electrical wiring, wiring looms and wiring harnesses.
- 5.5 Seizure or corrosion of braking components.
- 5.6 Removeable data storage for any part of the multimedia system.
- 5.7 Remote control units for in car entertainment and headphones, discs or any removable multimedia.
- 5.8 Any items or parts that require replacement during routine maintenance or servicing. This includes items such as brake pads, discs, drums and shoes, cables, wiper blades, hoses, pipes, light bulbs, vehicle batteries and exhaust systems.
- 5.9 Service materials such as oils and fluids, belts and filter elements are not included. Similarly, the rectification of external oil and fuel leaks are not included.

This warranty does not cover damage caused by:

- 5.10 Neglect, rust and corrosion.
- 5.11 Any foreign substance getting into or onto a part.
- 5.12 Not keeping the **Vehicle** in a roadworthy condition, including all maintenance as recommended by the manufacturer.
- 5.13 Not servicing the **Vehicle** in line with conditions of this agreement.
- 5.14 The effects of overheating, even if caused by a part covered by this warranty.
- 5.15 Freezing or abuse.
- 5.16 The **Vehicle** being overloaded, according to the law or the manufacturer's recommendations.
- 5.17 Fire, lightning, earthquake, explosion, frost, storm, flood, water damage.
- 5.18 Theft or attempted theft, vandalism, aircraft or other flying devices (or articles dropped from them), or any other extreme cause.
- 5.19 Accidents, collision, or objects striking the **Vehicle**.
- 5.20 Any repair, alteration or modification made to the **Vehicle**, that was made outside of the manufacturers recommended guidelines.
- 5.21 Improper repair or maintenance, including the use of fuel, parts or accessories other than those specified as suitable for use since purchase of the **Vehicle**.
- 5.22 Towing the **Vehicle**.
- 5.23 Improper towing procedures, whilst recovering the **Vehicle**.
- 5.24 Driving off road unless the **Vehicle** was designed for this by the manufacturer.
- 5.25 Driving over any uneven or rough road surfaces, including but not limited to, potholes, curbs, unfinished roads, debris or any other obstacles.

This warranty also does not cover the following:

- 5.26 Failure for **General Wear and Tear** where the **Vehicle** has exceeded 6 years old or 60,000 miles at the point of claim or the gradual reduction in performance due to the age and mileage of the **Vehicle**.
- 5.27 Claims arising as a result of negligence or intentional damage (including continuing to drive the **Vehicle** when it is not mechanically sound).
- 5.28 Parts which are of faulty manufacture or design or which are recalled for repair or replacement by the manufacture.
- 5.29 Parts not fitted as standard or an optional extra by the manufacture unless the **Administrator** has agreed otherwise beforehand.
- 5.30 Damage to parts not covered by this warranty or any resulting damage to the covered parts.
- 5.31 Routine servicing or repairs.
- 5.32 Any parts which were found to need replacing during routine servicing or repairs.
- 5.33 Any loss, damage, liability or injury arising directly or indirectly as a result of a covered part failing.
- 5.34 Damage caused by war risks, sonic booms or nuclear radiation.
- 5.35 The effects of poor repairs, or faults that were present when **You** bought the **Vehicle**.
- 5.36 Parts which have not been fitted correctly.
- 5.37 Any damage caused by fire, accident or any incident on or caused by the condition of the road.
- 5.38 Payment for repairs costing more than the limits shown in the **Schedule** or as otherwise restricted by this warranty.

- 5.39 Repairs costing more than the current **Vehicle** valuation as listed in Glass's Guide.
- 5.40 Any repairs carried out without prior approval from the **Administrator**.
- 5.41 This warranty does not apply if the **Vehicle** is used for any kind of time trial, competition or race; was customised or modified after this warranty started; or is used for hire or reward not excluding **Commercial Travelling** (for example, taxis, self-drive hire vehicles or driving-school vehicles).

The **Motor Dealer** shall not be liable under the **Mechanical Breakdown** warranty:

- 5.42 For any breakdown which is reported to the **Motor Dealer** or **Administrator** more than 14 days after the relevant fault is discovered.
- 5.43 For any breakdown where the repair has not commenced within 14 days of the relevant fault being reported to the **Motor Dealer** or **Administrator**.

## 6 GENERAL CONDITIONS

There are certain obligations that **You** must fulfil in order to ensure that **Your** agreement remains valid:

- 6.1 **You** must use all reasonable care to maintain the **Vehicle** in an efficient and roadworthy condition and to take all reasonable precautions to prevent or minimise loss or damage.
- 6.2 **You** must give the **Administrator** true and complete information.
- 6.3 **You** must agree to comply with **Our** and the **Administrator's** reasonable requests.
- 6.4 **You** must inform the **Administrator** if any of the details in the **Schedule** are incorrect or need updating.
- 6.5 **You** must keep to the conditions of the agreement to have the full protection of the warranty. If **You** do not keep to them, **We** may cancel the warranty, refuse to deal with **Your** claim or reduce the amount of any claim payment, as **We** see fit.
- 6.6 Duty of care – **You** must not drive **Your Vehicle** after any damage or incident if this could cause further damage to **Your Vehicle**.
- 6.7 Fraud – If **You** (or anyone acting on **Your** behalf) make a claim which is false or fraudulent in any way; or support a claim with any false or fraudulent document or device, this agreement will be void.
- 6.8 **Servicing** – The **Vehicle** must be serviced in line with the manufacturer's recommended guidelines.

If the **Vehicle** has no or part service history then the **Vehicle** must be serviced by a VAT registered garage six months or 6,000 miles/10,000 km [whichever is the sooner] from the date of purchase of the **Vehicle**. **You** must then service the **Vehicle** at the manufacturer's recommended interval from the last recorded service. Please retain proof of the previous service for **Our** inspection in the event of a claim.

- 6.8.1 The intervals between services must not exceed the manufacturer's stipulated maximum excess time or miles/kilometres allowances.
- 6.8.2 The only acceptable proof of servicing will be the fully detailed VAT service invoice[s] indicating servicing dates and mileages.
- 6.8.3 **You** must keep these invoices for the **Administrator's** inspection in the event of a claim.
- 6.8.4 Failure to maintain and provide proof that the above service schedule has been completed will invalidate the **Mechanical Breakdown** warranty.

The service must consist of:

- 6.8.4.1 *Change engine oil and filter.*
- 6.8.4.2 *Check oil levels in the gearbox and differential and top up where necessary.*
- 6.8.4.3 *Check coolant level and antifreeze/inhibitor strength. Top up where necessary.*
- 6.8.4.4 *Check timing belt [if fitted], renew if necessary; and*
- 6.8.4.5 *Brake fluid must be replaced in accordance with the manufacturer's recommendation.*

- 6.8.5 The intervals between services must not exceed the manufacturer's stipulated time or mileage by more than 21 days of 750 miles/1200 km. If any circumstances prevent the service being carried out at the correct time, **We** must be informed immediately.
- 6.9 Before selling **You** the warranty, The **Motor Dealer** will have checked the **Vehicle** to make sure that the parts included under this warranty are in good condition.
- 6.10 The **Administrator** is not responsible for any mistakes or incorrect information provided by the **Motor Dealer** about the nature or value of this agreement, nor for continuation of cover in the event that the **Motor Dealer** ceases to trade.
- 6.11 This agreement and the terms and conditions, detailed here, is a guarantee between **You**, the agreement holder, and the **Vehicle** distributor (**Motor Dealer**), who provided the **Vehicle** and this associated warranty. This is a non-insured agreement and the obligation to pay claims is the sole responsibility of the **Administrator**.
- 6.12 Transfer of Ownership – If **You** want to sell the **Vehicle**, **You** will be able to transfer the agreement to the new owner. **You** must apply to the **Administrator** to transfer the agreement before **You** sell the **Vehicle**. There is a fee of £25 which **You** must enclose with **Your** application. The agreement cannot be transferred if the **Vehicle** is sold to a **Motor Dealer** or trader and the agreement will be automatically cancelled on such a sale. The unexpired portion of the agreement is transferable upon resale of the **Vehicle** to a private individual, provided that:
  - 6.12.1 All documentation relevant to the agreement has been passed over to the new owner; and
  - 6.12.2 The **Vehicle** has been serviced and maintained according to the agreement. The fee will be returned if **Your** application cannot be accepted.

- 6.13 The agreement cannot be transferred to another **Vehicle**.
- 6.14 This warranty is only valid within the **Territorial Limits**.
- 6.15 It is expressly agreed and declared that the **Motor Dealer** shall be released from all liability and obligation should the conditions of the warranty not be complied with fully by **You**.

## 7 CANCELLATION

- 7.1 Should **You** cancel the warranty agreement, there is no surrender value and there is no return of any payment made by **You** in connection with the issuing of this warranty, this also applies should this warranty be cancelled or rendered invalid by **You**.

## 8 AUTOMATIC TERMINATION

- 8.1 This agreement will automatically terminate on whichever of the following happens first:
- 8.1.1 The date on which the agreement expires as per **Your Schedule**;
  - 8.1.2 **You** cease to be a resident within the **Territorial Limits**;
  - 8.1.3 The conditions of this agreement are not met;
  - 8.1.4 The **Vehicle** is sold to a **Motor Dealer** or trader;
  - 8.1.5 Following 2 consecutive failed attempts to receive payment of the premium if **You** pay **Your** premium by way of Direct Debit.

## 9 HOW TO SUBMIT A CLAIM

The following steps will need to be taken by **You** to begin the claim process:

- 9.1 Contact the **Administrator** on 01279 456 502 and advise of the **Vehicle** issues being experienced.
- The **Administrator's** opening times are:
- 9am – 5pm Monday to Friday.
- 9am – 1pm Saturday.
- Sundays and Bank Holidays – Closed
- 9.2 **You** will then be responsible for transporting or, if necessary, arranging recovery of **Your Vehicle** to an **Approved Repairer**.
- 9.3 **You** will need to advise the **Approved Repairer** of **Your** agreement details, these details may include:
- **Your Vehicle's** registration number.
  - **Your** surname.
  - **Your** postcode.
  - The current mileage of **Your Vehicle**.
  - The nature of **Your** claim.
  - Details of the service history.
- 9.4 Once the **Vehicle** is at an **Approved Repairer**, ask them to diagnose the fault, **You** may need to give **Your** permission to pay for and carry out any fault finding, diagnosis or dismantling necessary, and agree to pay for any costs outside of the authorised amount.

The following steps will then be carried out by the repairer of **Your Vehicle**:

- 9.5 The **Approved Repairer** will contact the **Administrator** either on the repairer telephone number of 01279 456 555 or through the iClaim system to obtain approval for the work and to agree the costs **We** will pay.
- 9.6 **Your Motor Dealer** or **Approved Repairer** must obtain approval for the work via iClaim to agree the claim and costs. Ask that they log on to the web-based iClaim system: <https://icclaimuk.autoprotect.net>.
- 9.7 Information and advice on how the repairer can create a login and use iClaim can be found at: [www.claimingiseasy.co.uk](http://www.claimingiseasy.co.uk).
- 9.8 Prior to approval of the works to be carried out to **Your Vehicle**, the **Administrator** may exercise their right to carry out an assessment on the **Vehicle** within 3 working days of contact from the **Approved Repairer** and obtain estimates from other repairers.

Once work has been approved and carried out by the **Approved Repairer**:

- 9.9 Following approval by the **Administrator** and when the repairs have been completed, the **Approved Repairer** can create their invoice via iClaim or by emailing [invoices@autoprotect.net](mailto:invoices@autoprotect.net). The invoice must give full details of the repair, including all replacement parts, labour costs and VAT. The invoice must be made out to the **Administrator**.
- 9.10 The **Administrator** may also need to see **Your** original service invoices.

## 10 CLAIMS CONDITIONS

- 10.1 **You** shall, on the reporting of a claim, agree to comply with all of **Administrator's** reasonable requests to follow the prescribed claims procedures as explained in this wording and by claims staff.
- 10.2 **You** shall, on the occurrence of any event giving rise to a claim under this warranty, give notice thereof to **Administrator** within 14 (Fourteen) days of the incident.
- 10.3 Any repair work commenced or carried out without prior authorisation from **Administrator** will render the claim invalid.

- 10.4 **You** will be responsible for payment of any repair work completed that falls outside the scope of this warranty.
- 10.5 Only the **Administrator** is mandated to authorise or reject claims. **You** shall allow the **Administrator** access to inspect the **Vehicle**, which is the subject of a claim.
- 10.6 Any costs not covered by, or in excess of, the terms of **Your** warranty, or VAT, where **You** are registered for VAT, are **Your** responsibility and are not covered by this agreement.
- 10.7 The amount of time allowed for labour will be in line with the manufacturer's/Glass's I.C.M.E guide standard repair times.
- 10.8 Reasonable costs for diagnosis or testing will be accepted subject to a valid claim.
- 10.9 The **Administrator** will not make or pay for repairs costing more than the limits shown on the **Schedule** or as otherwise restricted in this warranty.
- 10.10 The **Administrator** will not make or pay for repairs on any one claim or the aggregate of all claims above price paid for the **Vehicle** as detailed in the warranty **Schedule** excluding VAT.
- 10.11 **We** may use or insist that **Your** repairer use exchanged or reconditioned parts or like for like parts of a similar make, quality and wear to effect the repair.
- 10.12 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.

## 11 ENQUIRIES AND COMPLAINTS

- 11.1 If **You** have a complaint about this warranty, **You** should contact **Us**. If **Your** complaint relates to how the **Administrator** has handled a claim, **You** should contact them directly by phoning 01279 456500 or writing to: AutoProtect Administration Limited, Warwick House, Roydon Road, Harlow, Essex, CM19 5DY.
- 11.2 **You** will need to give the details of the warranty, including the warranty number shown in the **Schedule**.
- 11.3 Following this procedure will not affect **Your** right to take legal action.

## 12 LEGAL INFORMATION

### Data Protection

- 12.1 **Your** data has been shared with AutoProtect Group and **We** would like to keep **You** informed on how **We** use **Your** personal information. For the purposes of GDPR the Data controller in relation to any personal data **You** supply is the supplying **Motor Dealer** and the data processor is the **Administrator**.
- 12.2 The **Administrator** will hold and use **Your** information to set up the products and services presented to **You** by AutoProtect Group or **Your** supplying **Motor Dealer** and may share **Your** information with affiliated companies for the same purpose.
- 12.3 For a copy of the **Administrator's** complete Privacy Statement, please refer to the website <https://www.autoprotect.co.uk/privacy> or contact the **Administrator** – by email [dataprotectionofficer@autoprotect.net](mailto:dataprotectionofficer@autoprotect.net) ; or by telephone 01279 456500.

### Fraud

**You** must not act in a fraudulent way. If **You** or anyone acting for **You**:

- 12.3.1 makes a claim under the agreement knowing the claim to be false or exaggerated in any way; or
- 12.3.2 makes a statement in support of a claim knowing the statement to be false in any way; or
- 12.3.3 sends any documentation in support of a claim knowing the documentation to be forged or false in any way; or
- 12.3.4 makes a claim for any loss caused by **Your** deliberate act or with **Your** agreement then the **Administrator**:
  - 12.3.4.1 *will not consider **Your** claim.*
  - 12.3.4.2 *may declare the agreement void.*
  - 12.3.4.3 *will be entitled to recover from **You** the amount of outlay for an authorised repair.*
  - 12.3.4.4 *may let the police know about the circumstances.*
- 12.4 This agreement, unless **We** have agreed otherwise, is governed by English Law and the exclusive jurisdiction of the courts of England.
- 12.5 Language - All communication between **You** and **Us** will be conducted in English.
- 12.6 In accordance with the Equality Act 2010, **We** are able, upon request, to provide a text phone facility, audio tapes and large print documentation. Please advise **Us** if **You** require any of these services to be provided so that **We** can communicate with **You** in an appropriate manner.