

Gold Maintenance and Repair Plan

Terms and Conditions

1. What the Plan provides

The Maintenance and Repair Plan (the Plan) provides a Maintenance Inspection at the start of each one-year period that the Plan lasts, plus connected Maintenance. Full detail is set out in **section 6: Our responsibilities under the Plan**.

The Periodic Maintenance Inspection must be carried out before our Maintenance and other obligations apply for the year in question.

The Plan is designed to provide Maintenance of those parts not usually covered in standard periodic service schedules and not expected to incur wear and tear in the normal use of the vehicle, therefore giving you extra peace of mind. The parts maintained are detailed in the Maintenance Inspection Checklist.

Maintenance is not included in the circumstances set out in **section 10: What the Plan does not provide**.

If you fail to keep the vehicle serviced in accordance with the manufacturer's requirements, then any repairs required as a result will not be covered under the Plan

The full detail of what the Plan does and doesn't provide is set out in this document. Please read it carefully to ensure that you understand the details of the Plan and how to use it as set out in **section 4: How to use the Plan**.

The agreement is limited to the maintenance of each included part on only one occasion during the period of the agreement.

The terms and conditions of this Plan cannot be changed except with our specific written agreement.

This is a service contract and not an insurance policy.

2. Other ways to receive this information

If you would like this document in another format, such as in large print, Braille or on CD, please call us on 0330 100 3400 or text phone 0330 100 3330 to request a copy.

3. Provider and Administrator Information

This Plan is provided by The Warranty Group Services (Isle of Man) Limited (the Provider) Third Floor, St George's Court, Upper Church Street, Douglas, IM1 1EE and administered by TWG Services Limited whose Head Office is at TWENTY, Kingston Road, Staines-Upon Thames, Surrey, TW18 4LG.

In this Plan we/us/our refers to the Provider and the Administrator for ease of reference. Please use the contact details above should you need to contact us.

4. How to use the Plan

- The first inspection will be completed immediately at the start of this Plan and you will be provided with a completed checklist.
- **Periodic Inspections and Making a Maintenance Request**
- If your vehicle requires Maintenance under the Plan, or to arrange your subsequent Periodic Maintenance Inspections, contact your supplying dealer in the first instance. If your supplying dealer has no repair facilities or it is impractical to return your vehicle to them, please visit rac.co.uk/warrantyclaim to find a local repairer.

- Do not proceed with Maintenance or repairs until the request has been authorised by us. It is your responsibility to ensure the supplying dealer or approved repairer calls us for an authorisation number before any work is started.
- **The repairer must telephone the Administrator on 0333 009 1771 and obtain a repair request authority number.**
- On completion of the work, please arrange for us to be sent the repairer's invoice quoting the Plan number.
- The Administrator may authorise Maintenance or repairs immediately; call for other estimates; nominate another repairer; investigate the Maintenance or repair request further; insist on the use of factor or pattern parts; exchange or remanufactured units; or appoint an independent assessor to inspect the vehicle.
- In giving authorisation for Maintenance or repairs, we will assess repair times in line with Autodata (or equivalent industry standard) recommended repair or service times and hourly labour rates at a maximum of £90 per hour.
- If you are asked or are required to pay for repairs that are covered under your Maintenance & Repair plan from your own funds and you wish to re-claim the cost of repairs from us, can you please ensure the repairer/repairing dealer makes out the invoice to "TWG IOM c/o Your Name of Your Address" to allow us to arrange reimbursement.

5. Duration of the Plan

The Plan begins from the later of

- the date of the acceptance of your completed application for the Plan; or
- expiry of the manufacturer's warranty on your vehicle.

The Plan begins and ends on the date shown in the Schedule.

6. Our responsibilities under the Plan

We will meet our responsibilities under the Plan within a reasonable time unless it is impossible for us to do this because of circumstances outside our reasonable control.

We accept responsibility for the quality of all Periodic Maintenance Inspections, Maintenance and repairs which are carried out on our behalf under the Plan.

This Plan is for inspecting, maintaining and repairing your vehicle and includes:

Periodic Maintenance Inspection – One Maintenance inspection of your vehicle at the start of each one-year period that the Plan lasts. Please read the attached Maintenance Inspection Checklist and Included Parts for listed items and full details.

If the Maintenance Inspection reveals a problem, the supplying dealer or an approved repairer may tell you what work is needed which is included under the Maintenance section of the Plan and tell you what other work is required or recommended that is not included under the Maintenance section of the Plan and what it may cost you if you decide to have the work done at your own expense.

Maintenance

Labour and parts costs for repairs to maintain your vehicle if an Included Part fails to perform its function up to the repair value of Claim Limit shown in your Validation Form. This Maintenance can take place:

- at the time of your normal servicing of the vehicle in accordance with the manufacturer's recommendations; or
 - at any other time if an Included Part fails to perform its function
- The Maintenance will be limited to labour and parts costs up to the repair value shown in your Validation Form for each occasion on which Maintenance is provided

- The agreement is limited to the maintenance of each included part on only one occasion during the period of the agreement.

7. Using Your Vehicle Abroad

Your Maintenance and Repair Plan is valid anywhere in the UK, which includes Great Britain, Northern Ireland, the Channel Islands, and the Isle of Man. The plan is also valid whilst your vehicle is outside the United Kingdom for a total of 60 days per annum, as long as you accept the following:

- The repair must be carried out in Europe, which means countries who are members of the European Union or EFTA (European Free Trade Association).
- We will not pay more than the manufacturer's list prices for parts and current warranty rates for labour time. Actual repair times will be limited to those defined by Autodata (or equivalent industry standard). Please bear this in mind if you authorise a repair overseas. In Europe, you can authorise repair work yourself with payment made direct by you;
- Claims requests put to us upon your return will be assessed in accordance with these terms and conditions.
- In order to validate your travel outside the UK, we will require a copy of your outbound and return travel tickets for either Eurotunnel or ferry crossings.
- The provider's liability is up to the maximum claim limit (including VAT or the local equivalent).
- The administrator will pay you in pound sterling at the Bank of England rate of exchange prevailing for the relevant currency at the time of failure, on receipt of a bona fide invoice.

8. Vehicle Replacement / Car Hire

- If the Autodata or equivalent recommended repair time exceeds 8 hours and we cannot resolve the matter in any other way, after this period, you can claim for a replacement vehicle for up to 7 days.
- If you have a valid claim, you can claim up to £50 a day (including VAT but not including fuel and insurance) towards the cost of a replacement vehicle whilst your vehicle is being repaired.
- The cost of the car hire must be within the overall claim limit and must be of a similar quality and specification to the vehicle being repaired. The hire car must also be arranged through a bona fide rental operator or VAT registered business providing car hire.
- You must get telephone approval direct from the Administrator before you use this service, please contact us on 0330 100 3247 (Monday – Friday, 9:00am - 5:00pm). We will not be liable for any additional costs in respect of:
 - any delay the repairer may have waiting for parts or commencing repairs;
 - parts transportation;
 - or vehicle hire costs incurred awaiting parts transportation.

9. The Included Parts

Please see **schedule 2** for details of Included Parts.

10. What the Plan does not provide

The Plan does not provide Maintenance required due to or resulting from:

- not having the vehicle serviced in line with the manufacturer's servicing recommendations within 1 month or 1,000 miles;
- lack of normal and proper care in using your vehicle, including the incorrect use of fuel or grade of oil;

- any act, omission, or negligence by you (or any user of your vehicle), which adds to the loss or damage;
- circumstances where it is reasonable for us to conclude that the need for Maintenance:
 - has been caused by your failure to take preventative steps or notify us after the initial failure of a component;
 - due to parts which are not Included Parts under this Plan;
 - arises from incorrectly fitted parts; or
 - arises from the failure of a component identified in the initial Maintenance inspection
- weather conditions which are the direct cause of the need for Maintenance including water ingress;
- accidental damage;
- the failure or breakdown of a part which is under any manufacturer's or supplier's warranty;
- any failure of parts which have reached the end of their normal working lives because of age or mileage;
- any parts which have not actually failed to perform their normal function that are replaced as part of another job, including but not limited to timing belts;
- exhaust emission MOT failures;
- corrosion;
- repair or replacement of parts not listed in the Included Parts and repair or replacement of parts listed in the Excluded Parts; or
- any failures which are the result of carbon build up.

Maintenance does not include the following:

- Design or existing faults – parts subject to recall by the manufacturer or failure of parts due to inherent design faults which existed prior to your purchasing the Plan;
- Dismantling - in the first instance, you will need to pay for the dismantling of the vehicle so that we can check if the problem is included in the Plan. If it is, we will also refund the dismantling costs in line with Autodata.
- Diagnostic costs.
- Vehicles modified other than in accordance with the manufacturer's original specification, or are raced rallied, track days (timed or untimed), used in competition or for hire or reward.

11. General Conditions

Your supplying dealer will carry out the first Maintenance inspection after the start of the Plan. If, however, the supplying dealer is unable to carry out any subsequent Maintenance inspection, please contact us so we can give you details of our approved repairer.

If your vehicle shows imminent signs of failure of parts or breakdown, do not continue to use it. This may cause greater damage which will not normally be covered by the Maintenance Plan.

12. Cancellations & Refunds

We will provide a partial refund in respect of any 1-year period of the plan in which no maintenance inspection has taken place and either:

- Your vehicle has been written off and is no longer able to be used, or
- If you become disabled after the start of the Plan which means you are no longer able to drive your vehicle or if you die whilst the Plan is in force and the vehicle is no longer used during the Plan period. In this instance, the refund will be paid to your beneficiary.
- If you have been provided the Plan free of charge, no refund will be due
- We will cancel the Agreement if you fail to provide us with the necessary information or knowingly provide incorrect information which affects our ability to provide a service to you. In such cases no refund will be due (see **section 16: Misinformation & Fraud**).
- If you wish to cancel this Plan, please contact us on 0330 100 3728.

13. Transferring your Plan

In some circumstances, if ownership of the vehicle has been transferred, we will transfer the Plan subject to our standard transfer conditions and administration fee applying at the time. To check, please contact us on 0330 100 3728.

14. Queries & complaints

If you have any enquiry or complaint about your Maintenance Inspection or any repair work carried out on your Vehicle under the Plan, or the sale of this Plan, you should in the first instance contact the supplying dealer or approved repairer that carried out the Maintenance or inspection.

If you have a complaint about the terms of this Plan, administration or claims handling, you can contact us using the details provided on below.

Should you remain dissatisfied after you have made a complaint, we will provide you with details of how you can take any concerns further in our final response letter.

You may contact us at:

- **Customer Relations Team, TWG Services Limited, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF**
- **Telephone: 0330 100 3247**
- **Email: Customer.Relations@thewarrantygroup.com**

15. Applicable Law

The law of England and Wales applies to this Plan and the parties shall submit to the non-exhaustive jurisdiction of the courts of England and Wales.

16. Misinformation or Fraud

We work closely and share data with law enforcement and fraud prevention agencies to identify fraud and support prosecution where the appropriate evidence exists. We, and other organisations, may access and use the information recorded by fraud prevention agencies. It is important that when applying for, renewing or amending this Plan, or making a repair request you or anyone acting on your behalf must take reasonable care to answer all questions honestly and to the best of your knowledge. Failure to do so may affect the validity of your Plan and the repair request.

If false or inaccurate information is provided and fraud is identified, then we may:

- not pay for any repairs and cancel your Plan
- report you to the relevant authorities
- pass the details to fraud prevention agencies
- recover any costs we've incurred and, if necessary, take any legal action to recover such costs

17. Data Protection

- We are the data controllers of the personal data you provide and are committed to protecting the privacy and security of your personal information.
- This includes your name as well as your contact details such as physical address, phone number and e-mail-address. If you do not provide the personal data required, we may be unable to provide the services contained under the policy.
- In addition to administration of your Plan and fraud prevention, this may involve sharing your information confidentially with suppliers of products or services (including repairs) engaged by you or by us in the purchase or performance of the policy.
- We may also provide by post, email, text or telephone administrative information including expiry/renewal details. We may also provide other information in this way, including marketing about this and other similar products provided by our group of companies (which includes The Warranty Group Services (Isle of Man) Limited, TWG Services Limited and London General Insurance Company Limited) but you may contact us at any time to stop receiving any such other information. Your details will not be used for any other marketing purposes.
- Your personal data will be transferred outside the EU for policy administration.
- Your personal data will at all times be held securely and handled with the utmost care in accordance with all principles of EU Data Protection law.
- Your personal data will be kept for only as long as necessary after which time it will be destroyed if it is no longer required for the lawful purposes for which it was obtained.
- You have a number of rights to your data these include the right to be informed, have access, rectification, receive your data in a transferable format, erasure, restriction of processing and object to how your data is processed.
- To obtain a copy of your personal data held by us, for more information on the rights to your data or to exercise one of your data rights please contact our Data Protection Officer or see our website for more details. <https://www.assurant.co.uk/consumer-privacy-policy>
- Our Data Protection Officer can be contacted via our Customer Relations Team using the details above.
- You have the right to make a complaint at any time to the Information Commissioner, the UK supervisory authority for data protection issues.

Please note that calls may be recorded by us for training and monitoring purposes.

Schedule 1 – Maintenance Inspection Checklist

Section 1

- 1) Check operation of instrument gauges and horn.
- 2) Check operation of clutch (where applicable.)
- 3) Check operation of brake pedal.
- 4) Check parking brake performance
- 5) Check operation of door locks.
- 6) Check operation of central locking.
- 7) Check operation of door windows (manual/electric)
- 8) Operation of air conditioning/climate control system
- 9) Multimedia/Infotainment system (if applicable)
- 10) Audio equipment (if fitted)
- 11) Steering wheel mounted controls
- 12) Built in electrical supplies (USB, cigarette lighter etc)
- 13) Electric seats (if fitted)
- 14) Any other electrically operated factory fitted device
- 15) Ancillary items, cruise control, instrument control etc

Section 2

- 1) Check operation of interior lights, exterior lighting equipment and respective control lights and cluster illumination; Rear view mirror/sun visors; Front and rear side lamps; Head lamps; Stop lamps; Reflectors; Number plate lamp; Direction indicator lamps; Hazard lamps; Front and rear fog lamps.
- 2) Check operation of wipers and washers.
- 3) Check operation and condition of seat belts/mountings.
- 4) Check security of seats mountings and head rests.
- 5) Check condition of windscreen.
- 6) Check operation and condition of sunroof mechanism (if applicable).
- 7) Check engine mountings for security and condition.

Section 3

- 1) Check operation of bonnet latch, safety catch and hinges.
- 2) Check condition of road wheels for damage.
- 3) Check condition of tyres for wear and damage.
- 4) Check exhaust condition, including clamps, security, leaks and damage.
- 5) Check all items complete in tool kit.
- 6) Check satisfactory starting, general performance and behaviour. Pay particular attention to the operation (where applicable) of clutch, transmission, steering, suspension and brakes including A.B.S. Listen for abnormal noises and after road test perform a visual check for fluid leaks.

Section 4

- 1) Check fluid levels of brake, power steering, clutch, washer reservoir and battery (including security)
- 2) Check engine level, gear box levels manual/automatic (where applicable).
- 3) Check engine for oil and water leaks and for excessive noise.
- 4) Check wiring, pipes, hoses, oil and fuel feed lines for routing, damage, chafing and leaks (where visible).
- 5) Check timing belt has been changed in line with the current manufacturer's recommended intervals.

Section 5

- 1) Check steering operation and condition for leaks and security, tie rod ends, CV boots and rack boots condition
- 2) Check front and rear suspension condition
- 3) Check coolant system level and condition
- 4) Check condition of auxiliary drive belts and tension

5) Check catalytic converter/DPF

Schedule 2 – Included Parts

Only the parts specifically listed under each heading are included. If a part or operation is not listed, then it will not be included.

Engine

Cylinder Block head bolts (excluding cracks and porosity), cylinder bores and liners (excluding cracks and porosity), crankshaft, crank bearings, big end bearings, oil pump, oil cooler, head bolts, con-rods, gudgeon pins, small end bearings, pistons, piston rings, cylinder head (excluding cracks and porosity), rocker shaft, rockers, hydraulic lifters, camshaft and cam followers, push rods, camshaft bearings, inlet and exhaust valves, valve springs, valve guides, cylinder head gasket, inlet manifold, timing gears, timing chains, timing belt/chain tensioner, solid flywheel or flex plate.

Timing belts

Provided there is proof that the manufacturer's replacement recommendations have been complied with, and they are free from oil contamination.

Turbo (Factory fitted)

All Failures due to carbonisation are not covered including the Variable Nozzle Turbine (VNT) or Wastegate Actuator or any other part of the Turbo. Foreign object damage is not covered on any turbo claim.

Manual Gearbox

All internal failures of gears, shafts, synchromesh hubs, selectors, bushes, bearings, speedometer drive, and internal failure of transfer box.

Automatic Gearbox

All internal failures of gears, oil pump, seals, shafts, bushes, clutches, brake bands, bearings, governors, servos, torque convertor, drive plate, valve block, computer governor, modulator valve, speedometer drive.

Continuous Variable Transmission CVT / Multimode / Semi-automatic

All internal failures of clutches, clutch actuators, planetary gears, reduction gears, shafts, variable pulleys, thrust link drives, internal seals, bushes and bearings.

Drive system (front/rear)

Crown wheel and pinion, front and rear drive shafts bearings, planet gears, bevel gears, constant velocity joints and internal components of the 4-wheel drive unit.

Brakes

Master cylinder, wheel cylinders, brake calipers, servo, brake vacuum pumps, brake limiter valve, Anti-lock Braking System (ABS) unit/sensors/pumps and additional traction/ stability control systems.

Steering

Rack and pinion, steering box, power steering rack/ pump and electrical motors, reservoir, steering column.

Cooling system

Coolant pump, thermostat, heater matrix, electric fan motor/sensor, viscous fan coupling, radiator, air conditioning pump, condenser, evaporator, magnetic clutch and valves (when fitted as standard).

Propshaft

Propshaft, universal joints and bearings.

Fuel system - petrol/diesel

Mechanical/ electrical fuel pump, sensors, stepper motor, fuel injectors

Front/rear suspension

Shock absorbers, coil springs, upper and lower wishbones, ball joints, swivel joints, McPherson struts, suspension arms, anti-roll bar, electric/hydraulic pump and regulator valves, spheres, hydro-pneumatic system. (Excluding oil leaks).

Clutch

Centre plate, pressure plate, thrust bearing, clutch fork, cable, master cylinder, slave cylinder / actuators.

Electrics

Starter motor, slave cylinder/ actuators, coil, electronic ignition module, headlamp washer motors, heater fan motor, alternator, wiper motors, washer pumps, electric window motor, sun roof motor, instrument cluster, central locking solenoids, Key Remote Fobs and Key Cards (up to a maximum of £75 (inclusive of VAT) per repair request), column mounted and ignition switches, relays, engine sensors, electric aerial motor, horn unit, cruise control system.

Electronic control unit

Ignition system, fuel system, transmission system, steering and braking systems.

Casings

Cylinder block, gearbox, transfer box, differentials, and axle if they have been damaged by a failure of one of the included parts.