

Warranty Agreement

Definitions

In this agreement, some words have defined meanings. They are shown below:

The Provider, Freeplan

This is a private company limited by shares and incorporated in England.

The Administrator, WMS

Warranty Suite, Thame House, Thame Road, Haddenham, Buckinghamshire, HP17 8HU

Tel: 0844 477 4909

Registered No. 4801804

Vehicle

The vehicle described on the Proposal Form.

Warranted Parts

The parts listed in the plan as indicated on the agreement.

You, Your

The person named on the Proposal Form.

Mechanical Breakdown

The actual breakage of a mechanical part or the complete failure of an electrical component, not by wear and tear, normal deterioration or negligence. We are not liable for parts that have reached the end of their normal working lives because of age or usage.

You will be covered for Mechanical Breakdown when We have:

- accepted Your Agreement
- received Your payment

1. General Conditions

It is a condition of the Warranty that Your Vehicle is maintained in a mechanically sound condition, in accordance with the manufacturer's recommendations for Your particular make, type and age of vehicle. For completion of a service, We allow a maximum of 1000 miles or 4 weeks over the stipulated limits. Failure to service Your Vehicle in accordance with this requirement will end the Warranty.

After each service, please ensure that the relevant service details are completed by Your servicing garage and obtain a receipt. These will be required in the event of a claim.

2. Care of the Vehicle

You must take all reasonable steps to safeguard Your Vehicle from loss or damage. You must keep it in an efficient and roadworthy condition.

3. Reporting a Mechanical Breakdown

If a Warranted Part fails, You must report this to us as soon as reasonably possible, but no later than 7 days after the Mechanical Breakdown, following the instructions in "How to make a claim" in this agreement. We are not liable to carry out any repairs if You do not report the Mechanical Breakdown as required.

4. Repairs Procedure

Repairs should be effected through a WMS approved repairer.

Your repairer must obtain authorisation from the Administrator before having any repairs carried out.

5. Fraud

If you or anyone on Your behalf attempts to claim for any repair in any way that is fraudulent the Warranty will terminate.

6. Termination on Sale

This Warranty ends if You sell or dispose of the Vehicle unless You make a valid transfer. The Warranty can only be transferred to a private individual who first agrees to be bound by the terms of the Warranty by sending us a completed "Transfer of Ownership Form" (as included on this page), together with transfer fee of £25. If, in the event of Your death, ownership of the Vehicle passes to an immediate relative, the Warranty automatically continues for the benefit of that person.

Once accepted there is no surrender value to this policy and no refunds will be made under any circumstances.

7. We retain the right to:

- examine the Vehicle
- obtain an expert assessment
- nominate the repairer

If, following specific arrangements for inspection, and through no fault of Ours, the engineer cannot inspect Your Vehicle, for example, because the Vehicle is not available, We may charge You for the cost of the second inspection visit.

8. We may use guaranteed reconditioned or exchange units for any repair.

9. Repair times will be assessed in line with the Auto Data manual current at the time of the Mechanical Breakdown.

10. We are not liable for:

- any act, omission or negligence by You (or any user of the Vehicle), which adds to the loss or damage;
- fire, collision, frost, snow, ice, flooding, freezing or corrosion;
- ii) the failure of a part which is under any other guarantee;
- iii) consequential damage to any Warranted Part if it is reasonable for Us to conclude that the damage has been caused by failure to take preventative steps (for example, the Vehicle being driven with a defective part) and any loss arising from:
- iv) losses normally covered under a road risks insurance policy or losses resulting from an accident to the Vehicle;
- v) repairs to Your Vehicle if it has been altered or modified from the manufacturer's original specification, or if it has been raced, rallied, used in competition, or for hire or reward;
- vi) any parts which have not actually failed and which are replaced during routine maintenance and servicing;
- vii) where the renewal of any parts or assemblies brings about improvement or betterment of the vehicle a contribution may be required from the policy holder. This will take account of the age and mileage of the vehicle and the cost of restoring the vehicle to its pre-breakdown condition.

HOW TO MAKE A CLAIM (All Warranties)

1. If your vehicle suffers a mechanical breakdown, please check your plan carefully to establish that the fault is covered.
2. Telephone our claims department on **0844 477 5004** who will decide on the repairing garage, and give you all the information necessary to proceed with your claim.
3. Diagnosis is specifically excluded.
4. If the cause of your breakdown is not obvious, it may be necessary to dismantle the vehicle to some extent. This will be done only on your authority and the cost of this will be your responsibility at this stage.
5. If WMS find the claim to be within the scope of your plan an authorisation number will be issued once the costs have been agreed. All repair times will be based on the Auto Data manual.
6. To establish liability it may be necessary to instruct an independent assessor to inspect and report his findings. The result of which cannot be contested except by another independent assessor.
7. Claims must be registered within 7 days of their occurrence.
8. Once the claim has been authorised, you may proceed with the repairs. On completion, send in the repairers invoice and any service invoices requested.
9. In the event of a false or fraudulent claim being submitted, the plan will be rendered invalid. In all cases, we reserve the right to prosecute.
10. **Any work carried out without prior authorisation will not be reimbursed.**
11. Once a claim number has been issued you have 3 months in which to submit the invoice for payment. After this period of time the claim will lapse and no reimbursement is possible.

Please ensure that the authorisation number is marked on the invoice, and state clearly who is to be paid.