

# 3 Star Guarantee Terms and Conditions

## Welcome

Following the purchase of your vehicle, we are pleased to welcome you to the Dealer Care Extended Guarantee. This Guarantee is administered on behalf of the selling dealer by The Motoring Organisation.

Please read this document carefully. It contains details of your Dealer Care Extended Guarantee - as well as explaining the things you must do to keep the Guarantee valid, such as having your vehicle correctly maintained and serviced. If you have any questions on the contents, please contact the selling dealer or our customer services team on 03300 552 080 who will be happy to help.

### What is the Dealer Care Extended Guarantee?

The selling dealer has certain responsibilities under The Consumer Rights Act 2015 to deliver your new vehicle as described, fit for purpose and of satisfactory quality. The aim of the Guarantee is to give you the opportunity to extend the dealers guarantee to help protect you against the cost of faults that may develop after delivery of your vehicle. The Dealer Guarantee is administered on behalf of the selling dealer by Motorway Direct Plc, Trading as The Motoring Organisation, Warranty House, Savile Street East, Don Valley, Sheffield, S4 7UQ. This is not an insurance contract.

### How do we use your data in relation to this Guarantee?

The selling Dealer is the Data Controller and The Motoring Organisation, as the administrator (such as customer service queries and claims handling), is the Data Processor.

The selling Dealer and The Motoring Organisation have certain responsibilities to you under Data Protection Law in relation to the use and security of your data.

If you would like to know more about how the selling Dealer uses your data, please ask a member of their staff.

If you would like to know more about how The Motoring Organisation uses your data, please refer to their privacy policy at [www.tmo.co.uk/privacy-policy](http://www.tmo.co.uk/privacy-policy).

### What are your entitlements under the Dealer Care Extended Guarantee?

Your Vehicle will have undergone a pre delivery inspection to ensure it reaches you in the best possible condition, however no matter how well the vehicle is prepared, things can go wrong. The Dealer Care Extended Guarantee sets out to protect you against the cost of repairs resulting from the failure of the components specifically listed in this document. The duration of the Guarantee and claim limit will be detailed on the schedule.

### Definition of Mechanical or Electrical Failure

The definition of Mechanical Failure shall mean, the sudden failure of a component arising from any permanent mechanical or electrical defect, (for a reason other than wear and tear, normal deterioration or negligence). The Guarantee will not meet the cost of routine servicing and maintenance, adjustments or components failing as a result of normal wear and tear.

### If you need to make a claim

If you suspect that you have a fault, which may be included under the Guarantee, you should in the first instance contact the selling dealer to arrange for the vehicle to be examined. Alternatively, where it is not possible for you to return the vehicle to the selling dealer, please telephone The Motoring Organisation on 03300 552 079 who will advise you of the correct procedure to follow. The Motoring Organisation operates a nationwide network of nominated repairers who are fully conversant with our repair procedures and we reserve the right to use these repairers at our option to carry out repairs to your vehicle. No repairs may commence until authorised by The Motoring Organisation and a claims authority number has been issued to you.

### Wear and Tear

No claim will be rejected on the grounds of wear and tear where the vehicle has covered less than 60,000 or is under 5 years old at the time of the claim.

### Caring for your vehicle

The Dealer Guarantee will not meet the cost of repairs attributable to or caused by lack of routine or regular maintenance and or service. It is the Guarantee holder's responsibility to ensure that the Vehicle is maintained in a legal and roadworthy condition at all times (preferably by following the manufacturer's recommended service schedule). You should retain service invoices as these may be required for validation purposes. Where the vehicle does not have a current MOT Certificate on the date of failure no claims will be accepted.

### Eligibility

This Guarantee is available for passenger cars, vans and light commercial vehicles up to 3,500kg GVW that are registered within the Geographical Limits.

This Guarantee does not cover vehicles that;

- are used for hire or reward (e.g. taxi or driving tuition);
- have been previously recorded as an insurance total loss;
- have been modified from the manufacturer's specification (unless agreed by Us);
- are used for road-racing, rallying, or any other competitive event.

### The Guarantee

The Guarantee will contribute towards the cost of repairs required to Your Vehicle, due to Component Failure occurring within the Period of Guarantee, limited to the maximum single Claim Limit(s) detailed on the schedule. The maximum limit for all claims under this Guarantee is limited to the retail value of the vehicle.

### What is included

#### Engine

Internal mechanical Components comprising of: Cylinder head, block, bores and liners (excluding cracks and porosity), crankshaft, crank bearings, big end bearings, oil pump, con-rods, gudgeon pins, small end bearings, pistons, piston rings, rocker shaft, rockers, hydraulic lifters, camshaft and cam followers, push rods, camshaft bearings, inlet and exhaust valves (excluding exhaust gas recirculation valve), valve springs, valve guides, cylinder head gasket, inlet manifold, timing gears, timing chains, timing belt/chain tensioner, flywheel or flex plate, starter ring gear. (Excluding: de-coking, burnt, pitted and sticking valves).

#### Timing Belt

If the timing belt has been changed in accordance with the time/mileage requirements specified by the manufacturer (proof will be required) it will be included against Failure.

#### Cooling

Engine thermostat, water pump, thermostat housing and viscous fan coupling.

#### Fuel System

Fuel pump (Excluding: Failure as a result of contamination or failure to meet current emission legislation).

#### Gearbox

Internal mechanical Components comprising of: gears and gear clusters, selectors and shafts, synchromesh assemblies, bushes, ball and roller bearings, needle bearings, transfer gears, governor, valve block, oil pump, brake bands, servos, clutches, seals and bearings.

### Effective from 04/10/2019

The Guarantee is administered on behalf of your Dealer by Motorway Direct Plc, Trading as The Motoring Organisation. Telephone calls may be monitored and recorded for quality assurance and compliance. You may contact Us using Text Relay. Information is also available in Large Print, Braille and Audio on request. Please call for details.

**THE MOTORING ORGANISATION**

**Clutch (Parts only)**

Release thrust bearing, centre plate (oil contamination - centre plate only), pressure plate and slave cylinder.

**Torque Converter**

All internal mechanical Components and seals.

**Transfer Box (4x4)**

Internal mechanical Components comprising of: transfer gears, selectors, shafts, transfer shafts, needle and roller bearings, output shafts, bushes.

**Front Wheel Drive & Rear Wheel Drive**

Drive shafts, universal joints and couplings, constant velocity joints, half shafts and bearings. (Excluding: gaiters and bushes).

**Differential/s**

Planetary gear assembly, crown wheel and pinion assembly. Internal shafts, bearings and bushes, thrust washers, spacers, bevel gears. Includes front, rear and centre differentials. (Excluding: viscous couplings and fluid differentials).

**Propshaft/s**

Propshaft, universal joints and couplings, bearings, includes front and rear transfer shafts 4X4 vehicles. (Excluding: gaiters).

**Wheel Bearings**

Front and rear wheel bearings.

**Steering and Suspension**

Steering rack, box and column, idler box, coil springs. (Excluding: gaiters, oil leaks, tracking and balancing).

**Braking**

Brake master cylinder, calipers, wheel cylinders, brake bias/restrictor valve. (Excluding: wiring and connection faults).

**Casings**

Damage to casings caused by the failure of an included Component will constitute part of the total claim within the Guarantee limits.

**Electrical**

Alternator, starter motor and solenoid front and rear windscreen wiper motor, front and rear windscreen washer motor, ignition coil and horn.

**Turbocharger / Supercharger / Kompressor**

The complete unit including the wastegate is included, providing it was supplied as part of the manufacturer's original equipment.

**Working Materials**

Should any authorised repair to any of the above Components require essential replacement of or topping up of lubricants, oils or coolant or replacement of the oil filter these shall be included as part of the total claim within the Guarantee limits.

**Continental use**

The Guarantee will include Mainland Europe for personal trips to a maximum period of 60 consecutive days. Claims made (in line with the terms of the Guarantee) during continental use will be reimbursed according to U.K. parts and labour costs at that time. Vehicle hire and hotel expenses benefits are not available during continental use.

**Hotel/Accommodation and rail fare**

Should Your Vehicle suffer a mechanical Failure that falls under the Guarantee away from home and leave you immobile, the Guarantee may pay up to £100 inc. VAT toward the cost of hotel accommodation or Rail Fare expenses to get you home, (provided the Failure results in a valid claim under the terms of the Guarantee).

**Replacement vehicle hire**

In the event of a valid claim, where the repairs cannot be completed within 8 working hours, the Guarantee may contribute up to £50 inc VAT per day towards the cost of hiring a replacement vehicle. Replacement vehicle hire is limited to a maximum of 7 days for any one claim. The first 24 hours of any rental period or delays resulting from the non-availability of parts are excluded.

**Recovery**

In the event of a Failure resulting in a valid claim and when Your Vehicle is immobile (or if continued driving could cause danger or further damage) the Guarantee will pay up to £50 inc. VAT. towards the cost of recovering it to a repairing garage.

**Important**

Replacement vehicle hire, hotel accommodation and rail fare expenses will constitute part of the total claim and costs will be limited to the maximum Claims Limit as stated on the Schedule. Please make sure you provide bona fide receipts so that these costs can be reimbursed.

**For the purpose of clarity:****Oil Seals & Gaskets**

All oil seals and gaskets are included for sudden failure (except where the failure is due to Wear and Tear).

**Timing Belt**

If the timing belt has been changed in accordance with the time / mileage requirements specified by the manufacturer (receipt required) it will be included against premature Failure.

**Casings**

Should the failure of an included Component result in damage to any associated casing the replacement will constitute part of the claim within the Claims Limit(s).

**Working Materials**

Where an authorised repair requires the replacement or topping up of oils, antifreeze or other fluids, or replacement of the oil filter, these costs will be accepted as part of the claim within the Claims Limit(s).

**Hybrid & Electric Vehicles**

Manufacturer supplied and fitted power generation and transmission components are included (excluding: batteries, wiring, electrical connectors and the disposal of chemical waste resulting from a claim). If the vehicle is not being used for a prolonged period, it must be stored in accordance with the manufacturer's recommendations.

**Labour and parts costs**

Labour times that can be claimed under the Guarantee will be in accordance with the manufacturers standard repair times the rates charged by our nominated repairers unless agreed beforehand. We may ask the repairer to use guaranteed exchange units or factor parts when repairing your vehicle. Any costs we agree will be based on the prices for these parts.

**Compensation and costs**

The Guarantee is a contract of compensation which means that if the repairs to Your Vehicle result in the condition of Your Vehicle being better than immediately prior to the Failure, You may be asked to pay a contribution towards the costs.

**How to Make a Claim**

1. If at any time you suspect you have a fault claimable under the Guarantee you should in the first instance contact the selling dealer to arrange for the vehicle to be examined. Alternatively, where it is not possible for you to return the vehicle to the selling dealer, please telephone The Motoring Organisation on 03300 552 079 during office hours where you will be advised of the best course of action to take. Your call may be recorded for training purposes and your own security. No repairs may commence until approval has been given by The Motoring Organisation. You must take all reasonable steps to avoid further damage occurring.
2. The following information will be required: (Please have ready prior to telephoning).
  - a) Your name, the Guarantee number and vehicle registration number.
  - b) Confirmation that your relevant service schedule has been complied with and original receipts are available.
  - c) Mileage at time of failure.
3. Take your vehicle to the agreed repairer and obtain an estimate. The repairing garage must then telephone The Motoring Organisation quoting the above Guarantee information and an exact cause of failure.
4. The Guarantee holder must authorise the dismantling of any components for inspection. Where the Claim falls under the Guarantee, this Guarantee will reimburse the Guarantee holder the cost of dismantling as part of the total claim. (Important - if after dismantling no liability has been found the Guarantee holder must bear the cost of dismantling). Only the components specifically listed will be included under the Guarantee. Labour will be allowed in accordance with the manufacturers standard repair times. Reasonable diagnostic charges will be included where this forms part of a valid claim.

5. If the claim is accepted a Claims Authority Number will be issued for a specified agreed cost. Any costs in excess of this amount will remain the Guarantee holder's responsibility.
6. On completion of the repair an original, fully detailed, itemised invoice and any proof of servicing requested should be sent to The Motoring Organisation, Warranty House, Savile Street East, Don Valley, Sheffield, S4 7UQ. Quoting the Authority Number with a clear indication to whom payment should be made. Photocopied invoices will not be accepted.
7. Authorisation of repairs will remain valid for 30 days. If no further communication is made during this period the authority will be rescinded and the claim rendered null and void.
8. The Motoring Organisation on behalf of the selling dealer reserves the right to agree or nominate a repairer. Should the Guarantee holder elect to take the vehicle to a repairer other than that agreed or nominated, The Motoring Organisation may accept the Guarantee holder's choice, however the Guarantee The liability in this case, will not exceed the labour and components costs as charged by the nominated repairer. The Motoring Organisation reserves the right to remove the vehicle to a repairer of their choosing.
9. Where the repairs to your vehicle result in the condition of this being better than immediately prior to the Failure, You may be asked to pay a contribution towards the costs.
9. Any third party claims, resultant losses, bodily injury, road hazard or fire damage claims or losses occurring as a direct result of impact damage are not included by this Extended Guarantee.
10. No refund or part return of payment is available under this Dealer Care Extended Guarantee. The Dealer Care Extended Guarantee cannot be transferred to another vehicle or new owner.
11. The geographical limits of the Guarantee is the United Kingdom except for use as described under 'Continental Use'.
12. No liability will be accepted for faults caused by wear and tear, accident or impact damage, freezing, overheating, intrusion of foreign or harmful matter including water ingress, carbon build up, corrosion, neglect or abuse, lack of servicing, lack of lubrication or antifreeze, inadequate or interrupted supply of lubricant, gradual deterioration or replacement of components which have reached the end of their effective working lives.
13. Payment for parts and labour on parallel, grey and non U.K. specification imported vehicles will be restricted to the equivalent nearest U.K. specification. The Motoring Organisation accept no liability for the lack of availability of parts or excessive delivery times.

**Important**

It is not possible for The Motoring Organisation to authorise any claim without issuing a Claims Authority Number. No repair may commence until explicitly authorised by means of such an Authority Number.

**Please note**

Our claims department is open from 9.00am to 5.00pm Monday to Friday. The office is closed on Saturday and Sunday.

**General Conditions**

1. The Motoring Organisation acts as administrator for all aspects of the Guarantee on behalf of the selling dealer.
2. This Guarantee does not include vehicles used for Hire and Reward (e.g. Taxis and minicabs).
3. The Guarantee is in addition to your legal rights and is not to be substituted for the selling dealer's responsibility under the The Consumer Rights Act 2015.
4. The selling dealer's obligation under the Guarantee will be limited to the claim limit as stated on the Schedule. Where a claim limit is retail value, it will be understood as being the retail value of the vehicle at the time of the claim, taking into account the mileage and condition adjustments as recommended in Glass's Guide.
5. If you or anyone acting on your behalf make any claim knowing it to be false or fraudulent in any respect, the Guarantee shall be deemed null and void and you will be required to repay all sums paid in respect of any previous false or fraudulent claims. Legal action will be taken to recover costs and damages.
6. The selling dealer under the Guarantee will not accept responsibility in respect of any costs that might be included by any other Guarantee, Insurance, Warranty or manufacturer's recall campaigns.
7. It is the responsibility of the Guarantee holder to understand all warning lights and gauges and ensure they are operating correctly at all times. No responsibility will be accepted for drive on damage, neglect or abuse of any kind.
8. No responsibility will be accepted for resultant damage to, or caused by components listed as excluded items in this document, attributable to the faulty repair or servicing of the vehicle, use of an incorrect grade or type of fuel or oil, faults found during routine maintenance or servicing or progressive failures.

**Our Commitment to good service**

We hope You will be completely happy with This Guarantee but if something does go wrong, We would like to know about it. We will do Our best to resolve the issue and make sure it doesn't happen again.

This product conforms to the Trading Standards Institute approved Motor Industry Code of Practice for vehicle warranty products. If You have an issue that cannot be resolved with Us, You may be entitled to take Your complaint to The Motor Ombudsman, 71 Great Peter Street, London, SW1P 2BN.



For more information about the Code and what it means for you please visit [www.themotorombudsman.org](http://www.themotorombudsman.org).

In the event the seller is unable to fulfil any of their obligations to you under the terms of this Guarantee, please phone the Dealer's Guarantee Administrator on 03300 552 080 for further assistance.

**How to contact us**

Please read this Guarantee document carefully and keep it safe along with the Schedule. You will need these documents should You need to make a claim.

**Important telephone numbers**

**The Motoring Organisation**

Warranty House, Savile Street East, Don Valley, Sheffield, S4 7UQ

Claims Line ..... 03300 552 079

Customer Services .....03300 552 080

e-mail.....customerservices@tmo.co.uk

Telephone calls may be monitored and recorded for quality assurance and compliance.