

## 1 ABOUT YOUR AGREEMENT

Please read this agreement 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 Motorhome warranty becoming void (not applying).

- 1.1 This warranty is a legal agreement between: **You**, the registered owner of the **Motorhome** shown in the **Schedule** attached to this warranty; and **Us**, the **Dealer** who **You** bought the **Motorhome** 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 this warranty only applies if these terms and conditions are fully met. This 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 **You** are a permanent resident of the United Kingdom;
- 2.2 **You** are the owner/registered keeper of the **Motorhome**;
- 2.3 The **Motorhome** is up to 8 years old and has covered less than 80,000 miles at the **Start Date**.

## 3 DEFINITIONS

The following words will have the meanings described below wherever they appear in this agreement document.

- 3.1 **Administrator**: AutoProtect (MBI) Ltd of Warwick House, Roydon Road, Harlow, Essex, CM19 5DY.
- 3.2 **Approved Repairer**: The person who is authorised by the **Administrator** to carry out the repair work to the **Motorhome**.
- 3.3 **Dealer**: A **Motorhome** dealership or distribution business that sells new or used **Motorhomes** at the retail level, based on a dealership contract with a manufacturer or its sales subsidiary. It employs salespeople to sell their **Motorhomes** and may also provide maintenance services for **Motorhomes** and employ technicians to stock and sell spare **Motorhomes** parts and process warranty claims.
- 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 **Motorhome**.
- 3.5 **Mechanical Breakdown**: The failure of a part, causing it to suddenly stop working, for a reason other than negligence.
- 3.6 **Motorhome**: Any professionally purpose-built motorhome, either a panel van conversion, coachbuilt or A class, which is registered and principally used in the United Kingdom, specified within **Your Schedule**.
- 3.7 **Period of Agreement**: **Your** agreement commences on the **Start Date** shown in **Your Schedule** and ends as soon as any of the following events occur:
  - 3.7.1 The expiry date, as shown in **Your Schedule** is reached;
  - 3.7.2 **You** or anyone representing **You**, defrauds or deliberately misleads **Us** or the **Administrator**;
  - 3.7.3 The **Motorhome**, as shown in **Your Schedule**, is sold or transferred to a new owner;
- 3.8 **Schedule**: This document contains **Your** details, details of the **Motorhome**, the **Start Date** and the claims limit.
- 3.9 **Start Date**: The date on which **Your** cover under this agreement starts, as noted within **Your Schedule**.
- 3.10 **Territorial Limits**: The region within which this agreement is valid, being The United Kingdom, the Isle of Man and the Channel Islands.
- 3.11 **We/Us/Our**: The guarantor, the **Dealer** who **You** bought the **Motorhome** and this warranty from.
- 3.12 **You/Your**: The person as named on the agreement **Schedule**.

## 4 WHAT IS COVERED

- 4.1 This warranty will provide cover for all mechanical and electrical parts (including labour costs to fit them) against **Mechanical Breakdown** and **General Wear and Tear** during the warranty period shown in **Your Schedule**. Please ensure **You** keep **Your Schedule** together with this agreement in a safe place.
- 4.2 Also included are:

Air Conditioning	<ul style="list-style-type: none"><li>The air conditioning compressor, forming part of the original base motorhome chassis. In the event of a valid claim the most <b>We</b> would pay towards re-gassing is £60 (including VAT).</li></ul>
Body Integrity	<ul style="list-style-type: none"><li>Plastic and glass reinforced plastic (GRP) panels are covered for water ingress and subsequent delamination through any permanently sealed seam or joint, being part of the <b>Motorhome's</b> original manufacturer's or coachbuilder's construction, for <b>Motorhomes</b> up to 11 years of age (Cover terminates when the <b>Motorhome</b> reaches 11 years of age).</li></ul>
Casings	<ul style="list-style-type: none"><li>If any of the parts covered fails and this damages the casings, they will also be covered.</li></ul>
Catalytic Converters and Diesel Particulate Filters	<ul style="list-style-type: none"><li>Catalytic convertors and Diesel Particulate Filters are covered for mechanical failure. This does not include the cleaning of fuel lines, filters, carburettors, pumps and the replacement of catalytic convertors damaged from the use of contaminated or incorrect fuel or accident or impact damage.</li></ul>
Multimedia	<ul style="list-style-type: none"><li>Factory fitted CD player, including multi-changer, LCD screens, media control panel, auxiliary power input socket, 12v power supplies, terrestrial TV, Satellite TV, 4G and 5G antennas and boosters are also covered for mechanical failure where fitted by the manufacturer or coachbuilder.</li></ul>
Oil seals	<ul style="list-style-type: none"><li>Crankshaft front seal, camshaft oil seal, auxiliary shaft oil seal, gearbox rear seal, drive shaft(s) seals, differential pinion seal and any oil seal or gasket where removal of the engine, gearbox or differential/drive unit is essential in order to effect repair.</li></ul>
Working Materials	<ul style="list-style-type: none"><li>Oils, oil filter and anti-freeze are covered only if it is essential to replace them because of the failure of a part which is covered under this warranty.</li></ul>

4.3 Driving Abroad: This warranty will provide cover for up to 90 days per annum for driving in the Republic of Ireland and mainland Europe. If **You** need to make a claim, then **You** must contact the **Administrator** and obtain approval prior to any work taking place. **You** must retain all receipts and invoices as these will be required, along with documented service history, in order for the **Administrator** to reimburse any costs. Payments will be limited to those outlined in this warranty and the **Administrator** will not pay more than the equivalent United kingdom costs for parts and labour and will be subject to the currency exchange rate at the time of repair. Any **Mechanical Breakdown** in mainland Europe or the Republic of Ireland is subject to the terms and conditions of this warranty.

5 WHAT IS NOT COVERED

Specific Exclusions
<ul style="list-style-type: none"><li>Plugs; HT leads; brake and clutch frictional material; clutch facings; wiper blades/rubbers; cables; wiring looms; V belts; auxiliary belts; hoses; pipes; light bulbs/units (including LED and Xenon; wheels and tyres; batteries; exhaust system; airbag and system; upgraded or revised software, firmware or any other aftermarket satellite navigation, media or communication equipment not fitted by the manufacturer; aerials; gas bottles; soft furnishings; carpets; floor coverings; work surfaces and all similar décor. Window catches, stays and associated fittings. Adjustment of blinds, hinges, catches, stays and doors. Replacement of bulbs, fluorescent tubes, fuses and electrical connections. Natural movement of internal doors and furniture.</li></ul>

- 5.1 Body panels, paint, glass, brightwork, interior and exterior trim (unless part of an **Authorised Claim** for body integrity).
- 5.2 Electrical wiring, wiring looms and wiring harnesses.
- 5.3 Remote control units for entertainment systems and headphones, discs or any removable multimedia or storage.
- 5.4 Any items and parts that should be regularly replaced during routine maintenance.

This agreement does not cover damage caused by:

- 5.5 Neglect, corrosion, rust or deterioration.
- 5.6 Freezing or abuse.
- 5.7 Any foreign substance getting into or onto a part.
- 5.8 Using a grade of fuel not recommended by the manufacturer or using inadequate or incorrect antifreeze protection;
- 5.9 Not keeping the **Motorhome** in a roadworthy condition, including maintaining oil and coolant levels;
- 5.10 Not servicing the **Motorhome** in line with the servicing requirements outlined within the servicing section of these terms and conditions.
- 5.11 The effects of overheating, even if caused by a part covered by this warranty;
- 5.12 Cracked or porous cylinder heads and blocks, burnt valves, carbon deposits, skimming or pressure testing;
- 5.13 The **Motorhome** being overloaded, according to the law or the manufacturer's recommendations.

- 5.14 Fire, lightning, earthquake, explosion, frost, storm, flood, water damage.
- 5.15 Theft or attempted theft, vandalism, aircraft or other flying devices (or articles dropped from them), or any other extreme cause. Accidents, collision, or objects striking the **Motorhome**.
- 5.16 Any repair, alteration or modification made to the **Motorhome**, that was made outside of the manufacturer's or coachbuilder's specification, unless cover for such items is agreed beforehand.
- 5.17 Improper repair or maintenance, including the use of fluids, parts or accessories other than those specified as suitable for use since purchase of the **Motorhome**.
- 5.18 Improper towing procedures, whilst recovering the **Motorhome**.
- 5.19 Driving off road unless the **Motorhome** was designed for this by the manufacturer.

This warranty also excludes:

- 5.20 Claims arising as a result of negligence or intentional damage (including continuing to drive the **Motorhome** when it is not mechanically sound).
- 5.21 Parts which are of faulty manufacture or design or which are recalled for repair or replacement by the manufacturer.
- 5.22 Damage to parts not covered by this warranty or any resulting damage to the covered parts.
- 5.23 Routine servicing or repairs.
- 5.24 Any parts which were found to need replacing during routine servicing or repairs.
- 5.25 Any loss, damage, liability or injury arising directly or indirectly as a result of a covered part failing.
- 5.26 Any loss or damage, which is covered or claimed for under any other warranty or insurance.
- 5.27 Damage caused by war risks, sonic booms or nuclear radiation.
- 5.28 The effects of poor repairs, or faults that were present when **You** bought the **Motorhome**.
- 5.29 Parts which have not been fitted correctly.
- 5.30 Any claim within the manufacturer's or coachbuilder's warranty or guarantee period.
- 5.31 Any damage caused by fire, accident or any incident on or caused by the condition of the road.
- 5.32 Payment for repairs costing more than the limits shown in the **Schedule** or as otherwise restricted by this agreement.
- 5.33 Any repairs carried out without prior approval from the **Administrator**.
- 5.34 This agreement does not apply if the **Motorhome** is used for any kind of time trial, competition or race; was customised or modified after this agreement started; or is used for hire or reward (for example, self-drive hire).

## 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 **Motorhome** 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 follow the prescribed claims procedure as explained in this document or by the **Administrator**'s claims team.
- 6.5 **You** must inform the **Administrator** if any of the details in the **Schedule** are incorrect or need updating.
- 6.6 **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.
- 6.7 Duty of care - **You** must not drive **Your Motorhome** after any damage or incident if this could cause further damage to **Your Motorhome**.
- 6.8 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.
- 6.9 The **Motorhome** must be serviced, in line with the manufacturer's recommended service schedule or the National Motorhome Council (NCC) recommendations.

If the **Motorhome** has no service history, or the service history is incomplete, the **Motorhome** must be serviced by a VAT-registered garage within twelve months or 12,000 miles (whichever is sooner) from the date **You** bought the **Motorhome**. It must then be serviced in line with the manufacturer's specifications, or every twelve months or 12,000 miles (whichever is the sooner). The servicing must be in line with the manufacturer's specifications.

The service should preferably be carried out by the supplying dealer or by a NCC approved service centre. The interval for service is at least once every 12 months. The first service must not exceed the anniversary of the purchase date by more than 30 days (applicable to an agreement greater than 12 months only) and thereafter all remaining services must not exceed the anniversary of the preceding service by more than 30 days.

The only acceptable proof of servicing will be a fully detailed VAT service invoice(s). It is therefore vital that **You** retain these documents, as they will be required in the event of a claim. Failure to provide these will invalidate **Your** claim and **Your** agreement.

Failure to maintain and provide proof that the service schedule has been completed will invalidate the **Mechanical Breakdown** warranty.

The following general conditions apply to this agreement:

- 6.10 If **You** do not provide satisfactory proof of servicing, **Your Motorhome** and any claim will not be covered by the warranty, the agreement will automatically terminate.
- 6.11 Before **You** bought the **Motorhome**, the **Dealer** will have checked it to make sure that the parts covered by this warranty were in a good condition.
- 6.12 The **Administrator** may use, or insist that the **Approved Repairer** uses, exchanged or reconditioned parts or like-for-like parts of a similar make, quality and wear.
- 6.13 Transfer of Ownership - If **You** want to sell the **Motorhome** **You** will be able to transfer the agreement to the new owner. **You** must contact the **Administrator** on 01279 456500 to transfer the agreement before **You** sell the **Motorhome**. There is a fee of £25 which will be collected upon transfer. The agreement cannot be transferred if the **Motorhome** is sold to a **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 **Motorhome** to a private individual, provided that:
  - 6.13.1 All documentation relevant to the agreement has been passed over to the new owner; and
  - 6.13.2 The **Motorhome** has been serviced and maintained according to the agreement.
- 6.14 The agreement may not be transferred to another **Motorhome**.
- 6.15 **You** must submit your claim within 14 days following a **Mechanical Breakdown**.
- 6.16 **We** will not accept any claim where the repair has not started within 14 days of the relevant fault being reported to **Us** or the **Administrator**.
- 6.17 The mileage quoted in the **Schedule** does not guarantee that this is the true distance **Your Motorhome** has covered.
- 6.18 The **Administrator** is not responsible for any mistakes or incorrect information provided by the **Dealer** about the nature or value of this agreement, nor for continuation of cover in the event that the **Dealer** ceases to trade.
- 6.19 If the part to be replaced has some wear, or the replacement part improves the general condition or value of the **Motorhome**, **You** will have to pay an amount towards the replacement part.
- 6.20 If a part or component is no longer available, **We** will only pay up to the last known list price of the original part or component on a like for like basis and not the cost of a newer replacement or alternative.
- 6.21 This agreement and the terms and conditions, detailed here, is a guarantee between **You**, the agreement holder, and the **Motorhome** distributor (**Dealer**), who provided the **Motorhome** and this associated warranty. This is a non-insured agreement and the obligation to pay claims is the sole responsibility of the **Administrator**.

## 7 CANCELLATION AND COOLING OFF PERIOD

- 7.1 Any payments made for this warranty are non-refundable if **You** decide to cancel it.

## 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 permanent resident within the United Kingdom;
  - 8.1.3 The conditions of this agreement are not met;
  - 8.1.4 The **Motorhome** is sold to a motor trader or **Dealer**.

## 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 456 500 and advise of the **Motorhome** 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 Motorhome** to an **Approved Repairer**.

- 9.3 **You** will need to advise the **Approved Repairer** of **Your** agreement details, these details may include:

- **Your Motorhome's** registration number;
- **Your** surname;
- **Your** postcode;
- The nature of **Your** claim;
- Details of the service history.

9.4 Once the **Motorhome** is at the **Approved Repairer**, ask them to diagnose the fault, **You** may need to give **Your** permission to pay 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 **Approved Repairer** of **Your Motorhome**:

- 9.5 The **Approved Repairer** will contact the **Administrator** to obtain approval for the work and to agree the costs **We** will pay.
- 9.6 **Your 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 Motorhome**, the **Administrator** may exercise their right to carry out an assessment on the **Motorhome** 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 ENQUIRIES AND COMPLAINTS

- 10.1 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.
- 10.2 **You** will need to give the details of the warranty, including the warranty number shown in the **Schedule**.
- 10.3 Following this procedure will not affect **Your** right to take legal action.

## 11 LEGAL INFORMATION

### Data Protection

- 11.1 **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 **Dealer** and the data processor is the **Administrator**.
- 11.2 The **Administrator** will hold and use **Your** information to set up the products and services presented to **You** by AutoProtect Group or **Your** supplying **Dealer** and may share **Your** information with affiliated companies for the same purpose.
- 11.3 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.
- 11.4 Fraud

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

- 11.4.1 makes a claim under the agreement knowing the claim to be false or exaggerated in any way; or
- 11.4.2 makes a statement in support of a claim knowing the statement to be false in any way; or
- 11.4.3 sends **Us** any documentation in support of a claim knowing the documentation to be forged or false in any way; or
- 11.4.4 makes a claim for any loss caused by **Your** deliberate act or with **Your** agreement then **We**:
  - 11.4.4.1 *will not consider **Your** claim.*
  - 11.4.4.2 *may declare the agreement void.*
  - 11.4.4.3 *will be entitled to recover from **You** the amount of **Our** outlay for an authorised repair.*
  - 11.4.4.4 *may let the police know about the circumstances.*

- 11.5 This agreement, unless **We** have agreed otherwise, is governed by English Law and both parties agree to submit to the exclusive jurisdiction of the courts of England.
- 11.6 Language - All communication between **You** and **Us** will be conducted in English.
- 11.7 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 the **Administrator** if **You** require any of these services to be provided so that **We** or the **Administrator** can communicate with **You** in an appropriate manner.
- 11.8 Sanctions

**We** will not provide any benefit under this agreement if doing so would breach any sanction, prohibition or restriction imposed by law or regulation.