

SMART

REPAIR SERVICE

For Small dents, scratches,
bumper scrapes and damaged alloys



MULTI-AWARD WINNING PROVIDERS

MOTORTRADER
INDUSTRY AWARDS 2019
WINNER

**CUSTOMER SERVICE**
STAR AWARDS
WINNER

MOTORTRADER
INDEPENDENT DEALER
AWARDS 2020 & 2021
WINNER

SMART REPAIR SERVICE

By buying a car with Smart Care you have made the right choice.

Please keep this Agreement in a safe place.

SUMMARY OF COVER

This Agreement, subject to its terms and conditions and where such cover has been selected by **You** as shown on **Your Agreement Summary**, covers the repair of Minor Panel Damage or Minor Alloy Wheel Damage to **Your Vehicle** during the course of its use.

Certain EXCLUSIONS apply and you must otherwise comply with the AGREEMENT CONDITIONS for cover to be fully effective to include **Our** AGREEMENT REPAIR REQUEST PROCEDURE.

Please note that this Agreement not an insurance product.

YOUR AGREEMENT

Please refer to **Your** Agreement document and its **Agreement Form** for confirmation of the extent of the cover under this Agreement and in particular that it meets **Your** needs. **You** should check that the information **You** have provided to **Us** where shown in **Your Agreement Form** is fully correct.

You must at all times take reasonable care to provide information to **Us** that is accurate and complete answers to the questions that **We** ask when **You** take out, make changes to, and renew **Your** agreement. If any information **You** provide is not accurate and complete, this may mean **Your** agreement is invalid and that it does not operate in the event of a **Repair Request** or **We** may not pay any **Repair Request** in full.

You have completed an application, declared to **Us** that **Your** Vehicle meets the Agreement ELIGIBILITY CRITERIA and paid or agreed to pay the required fee to **Us**. In return, subject to the terms and conditions for this Agreement, cover is provided for the cost of repair of minor panel or alloy wheel damage to **Your Vehicle** during the course of its normal usage.

Repair Requests must be made in accordance with the Repair RequestS PROCEDURE prescribed in this Agreement.

If **You** become aware that information given to **Us** by **You** or anyone acting on **Your** behalf is inaccurate or has changed, **You** must inform **Us** as soon as possible.

Please carefully read **Your** agreement and make sure **You** understand and fully comply with its terms and conditions. Failure to do so may lead to non-payment of a **Repair Request** and could lead to this Agreement becoming void.

Please keep this agreement in a safe place and if **You** do have any queries please contact our customer services team on 03432 271 499 who will be happy to help.

The Terms and Conditions of this Agreement and its **Agreement Form** will be read as one contract. A word or expression to which a specific meaning has been attached will keep the same meaning wherever it appears unless specifically stated otherwise. A particular word or phrase, which is not defined, will have its ordinary meaning.

The following terms and conditions apply to Your Autoguard Smart Care Agreement.

DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this service contract.

Accidental Damage

A sudden and unexpected accidental event causing damage to the **Vehicle** or alloy wheels but not including any **Incident** where the **Vehicle** has been involved in a road traffic accident, fire, theft or malicious damage.

Agreement Form

The agreement document outlining the extent of the cover provided under this Agreement.

Repair Request

A Repair Request for a repair made under the terms and conditions of this Agreement following an **Incident**.

Repair Request Limits

Are the maximum number of Repair Requests allowed under this Agreement in any one agreement year and the maximum amount that **We** will pay for any one **Incident** inclusive of VAT as stated on the **Agreement Form**.

The maximum number of Repair Request(s) during the **Period of Cover** shall not exceed:

- 7 Repair Request(s) under a twelve (12) month agreement.
- 14 Repair Request(s) under a Twenty four (24) month agreement.
- 21 Repair Request(s) under a Thirty six (36) month agreement.

Consequential Loss

Any costs expenses or liabilities directly or indirectly arising from the **Incident** save where cover is specifically granted under this Agreement.

Excluded Vehicles

Non-standard, customised or modified vehicles, kit cars, vehicles of more than 3500kg gross vehicle weight, American, Australian and Canadian Vehicles unless they were built for the United Kingdom market, motor cycles and invalid carriages.

Any vehicle that has been or will be used for competitions, rallying, racing, pace making, speed testing or in reliability trials, any emergency service vehicles or any military vehicles.

Any vehicle owned by a garage or its associated companies formed for the purpose of selling or servicing motor vehicles or by the proprietor of such

garage or associated companies or by an employee or relative of such proprietor.

Left hand drive vehicles or a vehicle not listed in Glass's Guide.

Commercial vehicles and vehicles used for reward for hire vehicles of any kind.

Any vehicle with a chrome effect finish or other finish considered to be non-standard, including but not limited to wraps and non-standard paint, save where such finish has been fully described to **Us** and **We** have agreed to provide cover for such vehicle.

Incident

The event causing damage to **Your Vehicle**. Each event shall constitute a separate **Repair Request**.

Our/Us/We

Shall mean Autoguard Warranties Ltd, whose registered address is: Building 5, Archipelago Office Park, Lyon Way, Camberley, Surrey GU16 7ER.

Period of Cover

The period of cover as specified in **Your Agreement Form**.

Territorial Limits

England, Scotland, Northern Ireland, Wales, Isle of Man and the Channel Islands.

Vehicle

A motor vehicle registered to **You** and meeting the Agreement ELIGIBILITY REQUIREMENTS that is covered under the terms and conditions of this Agreement and that is otherwise not an **Excluded Vehicle**.

Road Wear and Tear

Gradual deterioration of body panels and alloy wheels consistent with the normal use, age and mileage of the **Vehicle**.

You/Your

The agreement holder and registered owner of the **Vehicle** forming the subject matter of this Agreement and named in the **Agreement Form**.

WHAT IS COVERED

We will pay for the cost of repair of Minor Panel Damage or Minor Alloy Wheel Damage to **Your Vehicle** resulting from **Accidental Damage** which has occurred both within the **Territorial Limit** and during the **Period of Cover**.

The maximum number of **Repair Requests** permitted in any one Agreement year and the maximum amount we will pay for any single **Repair Request** are shown on **Your Agreement Form**.

You must follow the Agreement REPAIR REQUEST PROCEDURE for cover under this Agreement to be effective.

You may claim up to 4 separate Repair Requests per repair call out.

Minor Alloy Wheel Damage

Scuffing or scratching to an alloy wheel (but not to include an **Excluded Alloy Wheel**) that does not damage the integrity of the wheel and which can be repainted by a firm specialising in alloy wheel repair.

Minor Panel Damage

Paint chips, scuffs, scratches and minor dents (but not to include such marks that can reasonably be rectified by the use of a proprietary brand of scratch remover or polish) that can be repaired by an industry standard mobile smart repair specialist always provided such damage is contained within two adjacent body panels and does not exceed:

- For scratches, 300mm in length and 3mm in height and/or depth.
- For chips, scuffs and minor dents, an area of 300mm by 300mm.

CONDITIONS

Conditions Precedent to Our Agreement liability - You must comply with the following Conditions for cover under this Agreement to be effective:

- i) **You** or anyone acting on **Your** behalf, to include for the avoidance of doubt any repairer, must truthfully and honestly deal with **Us** at all times and must not conceal from **Us** or misrepresent any information likely to have influenced **Our** acceptance of **Your** proposal for cover or any renewal of this Agreement, or influence **Our** consideration and assessment of any **Repair Request**. If **You** or anyone acting on **Your** behalf makes a false or dishonest statement or submits a false document, **Your** Agreement will be cancelled and no **Repair Request** payment will be made.
- ii) You must ensure that the **Vehicle** is at all times compliant with all relevant law permitting the **Vehicle** to be used on a public road.
- iii) When making a **Repair Request** **You** must comply with **Our** requirements as laid out in this Agreement under the Agreement REPAIR REQUEST PROCEDURE.
- iv) **You** must allow **Us** to examine **Your Vehicle** if **We** request to do so and/or subject it to expert independent assessment to determine the amount to be paid in respect of any **Repair Request**.
- v) **You** agree that **We** may nominate **Our** own repairer if **We** wish to do so in the event of a **Repair Request**.

GENERAL AGREEMENT CONDITIONS

- vi) This Agreement shall be construed in accordance with English Law.
- vii) In the event of a dispute between us that is not resolved through the COMPLAINTS PROCEDURE it is agreed that each party will take prompt action to resolve the dispute by mediation. In the event that the dispute is not resolved by mediation then each party agrees to refer the dispute to arbitration in accordance with the Arbitration Act 1996 or any successor statute. Each party will bear their own expenses arising from the procedure and there will be no liability under this Agreement for these expenses.

WHAT IS NOT COVERED

No cover is provided under this Agreement:

- (i) For any damage to a **Vehicle** not meeting the Agreement ELIGIBILITY CRITERIA or that is otherwise an **Excluded Vehicle**.
- (ii) Replacement of alloy wheels that are not repairable under the agreement.
- (iii) For any damage to **Your Vehicle** caused by an **Incident** prior to cover under this Agreement commencing.
- (iv) Where any premium due for this Agreement has not been fully paid.
- (v) For damage arising as a consequence of a manufacturing defect or inappropriate or defective repair, during the course of vehicle repair or tyre replacement, or any lack of proper maintenance and care of the **Vehicle**.
- (vi) For any damage not arising as a consequence of **Accidental Damage** save where the **Vehicle** is maliciously damaged (not to include during the course of a riot) but only in the event that the malicious damage has been reported to the police authorities within 24 hours of **Your** knowledge and that **Your** report is validated by an allocated crime reference number.
- (vii) For light scratching or marks to panel work or alloy wheels to the extent that such scratching or marking can be rectified by the reasonable use of a proprietary brand of scratch remover or polish.
- (viii) For damage that cannot be repaired by an industry standard mobile smart repairer specialising in repairs to Minor Panel Damage or Minor Alloy Wheel Damage.
- (ix) For any damage arising as a consequence any neglect or abuse of the **Vehicle** or any reckless act by **You** or acts involving the imposition of any abnormal load conditions on the **Vehicle**.
- (x) For any damage caused by or contributed to by off road use of the **Vehicle**.
- (xi) If at the time of the **Incident** the **Vehicle** was being used in contravention of legislation with regards to driver licensing, MOT, motor insurance or Vehicle Excise Duty (Road Tax).
- (xii) If the odometer of **Your Vehicle** has been altered or disconnected or inoperative resulting in the misrepresentation of its true mileage.
- (xiii) If **Your Vehicle** has been fitted with any form of performance enhancement device not fitted as standard for **Your Vehicle**.
- (xiv) If **Your Vehicle** has been modified or repaired using non-standard components or equipment not approved by the manufacturer of the **Vehicle**.
- (xv) Any further damage or cost arising that is caused by continued use of the **Vehicle** following Minor Panel Damage or Minor Alloy Wheel Damage.
- (xvi) The amount of any excess applying to each **Incident** as shown on **Your Agreement Form**.
- (xvii) For any **Repair Request** exceeding the **Repair Request Limits** allowed under this Agreement.
- (xviii) Where **Your Vehicle** is used for business purposes and claimed as a business expense, for the VAT element of any **Repair Request** where that element of the repair cost is recoverable by **You** as part of a VAT return by **You** or **Your** business.
- (xix) For any **Repair Request** arising as a consequence of seizure, confiscation, requisition, destruction or of damage to the **Vehicle** by or under the order of any police, government, local or public authority.
- (xx) For any **Incident** arising whilst the **Vehicle** is in the custody or control of any motor trader or garage or their associated companies or arising as a consequence of the **Vehicle** having been in the custody and control of any motor trader or garage or their associated companies.
- (xxi) Any **Consequential Loss**.
- (xxii) Any pre-existing damage to the **Vehicle** prior to the issue of this contract.
- (xxiii) Any damage caused by **Wear and Tear**.
- (xxiv) Any damage caused by brake debris.
- (xxv) Cracked alloy wheels.
- (xxvi) Tyres of any variety.

HOW TO REQUEST A REPAIR

You must comply with the following instructions to have the full protection of Your agreement. If You do not comply with them, We may at Our option cancel the agreement, refuse to deal with Your Repair Request, or reduce the amount of any Repair Request payment.

In all cases **Your Vehicle** must be repaired by a VAT registered firm specialising in repairing Minor Panel Damage or Minor Alloy Wheel Damage as appropriate.

NOTIFYING US

You should immediately notify Us if You believe that You have a **Repair Request** and before any work is carried out on **Your Vehicle** as follows:

Telephone **Our Repair Request Department** on 03432 271 499. **Our working hours** are 9am – 5pm, Monday to Friday, excluding bank/ public holidays. When You call **We** will ask **You** for:

- i) **Your Agreement number and Your name and address;**
- ii) **details of Your Vehicle** to include the recorded mileage; and
- iii) **an explanation of the cause of the damage and the repair required.**
- iv) **clear digital images of the damage MUST be provided, prior to any authority being issued.**

Minor Panel Damage; Image of full panel, image of reported damaged area, image of front or rear of vehicle with registration plate clearly visible

Alloy wheel damage; Image of full wheel, image of damaged area, image of front or rear of vehicle with registration plate clearly visible.

DIAMOND CUT ALLOY WHEEL REPAIRS - IMPORTANT

Whilst best efforts will be made to repair minor damage on diamond cut alloy wheels, we are unable to guarantee that the mobile team will be able to successfully repair damage on diamond cut alloy wheels.

In the event that the damage has been assessed and is unable to be repaired by our mobile repair unit you will be required to take the damaged alloy to a local

The damaged area must be clean and free from dirt.

Images to be submitted via email to smart@autoguardwarranties.com

Please include the agreement number in email, along with information of which panel or wheel has been damaged

Your **Repair Request** will be reviewed and IF approved a claim reference number and claim form will be provided. Do not start or complete any repairs without prior approval being issued as your **Repair Request** will be declined.

Repair Request documentation MUST be submitted to our offices WITHIN 14 days of approval being issued, failure to submit the required documentation within this period WILL lead to the Repair Request approval being withdrawn.

Please note: Once a Repair Request has been approved there will be a £25 call out charge payable before the repair is carried out.

BOOKING IN A MOBILE REPAIR

Upon approval and once the call out charge has been paid (if applicable) our mobile repair team will contact you to book in a suitable time for them to come and repair your vehicle.

REPAIR REQUEST PAYMENTS

Approved **Repair Requests** are paid by bank transfer to the agreed payee so please include either **Your** or the repairers bank details as appropriate when sending in **Your** documents.

VAT registered firm of your choice with the correct equipment to refurbish diamond cut alloy wheels.

Once the damaged alloy is with the repairer, they must contact our **Repair Request Team** for authorisation before they proceed with any repair or refurbishment.

CANCELLATIONS

TERMINATION OF COVER

The cover provided under this Agreement will automatically terminate on its expiry date, or upon cancellation.

CANCELLATION

We hope you are happy with the cover this service contract provides. However, if after reading this document, this service contract does not meet with your requirements, please return to your supplying dealer within 7 days of issue who will give you a refund if you have paid for it separately from the price of the vehicle. After 7 days of issue no refund will be given.

DATA PROTECTION AND PRIVACY AGREEMENT

Autoguard are dedicated to being transparent about what **We** do with the information that **We** collect about **You**. **We** will only process **Your** personal data in accordance with the relevant data protection legislation.

MAKING YOURSELF HEARD

Our 'Privacy Agreement' may be viewed on **Our** website at www.autoguardwarranties.com/privacy-agreement. It is the intention to give you the best possible service but if you do have any complaints regarding the sale of this service contract, about this service contract or the handling of a repair request you should in the first instance contact the Chief Executive Officer of the Administrators. The contact details are:

CEO
Autoguard Warranties Ltd
Building 5
Archipelago Office Park
Lyon Way
Camberley
Surrey GU16 7ER

Tel: 03432 271 499
Fax: 01276 672015
Email: complaints@autoguardwarranties.com

Please ensure your service contract number, as found on your agreement form, is quoted in all correspondence to assist a quick and efficient response.

CHANGE OF DETAILS

WHAT SHOULD I DO IF MY DETAILS CHANGE?

It is **Your** responsibility to inform **Us** in writing of any changes or modifications to the **Vehicle** or **Your** personal circumstances, such as a change of address, email or contact details.

AGREEMENT TRANSFER

This agreement is not transferable to another person and or vehicle.

ASSIGNMENT AND SUBROGATION

You are not entitled to assign any of **Your** rights under this Agreement to any other person or entity unless **We** agree that you may do so.

In the event of **Us** making a payment under the terms of this Agreement **We** shall be subrogated to **Your** rights or causes of action related to or arising from the **Incident** against any other party and by accepting this Agreement **You** agree to provide **Us** with all such reasonable assistance as **We** may reasonably require to pursue those rights.

O-SMR-B-v0322

03432 271 499
www.autoguardwarranties.com

Building 5, Archipelago Office Park, Lyon Way, Camberley, Surrey, GU16 7ER