

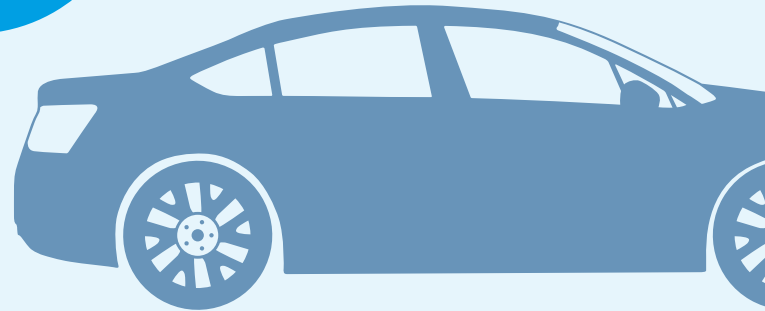
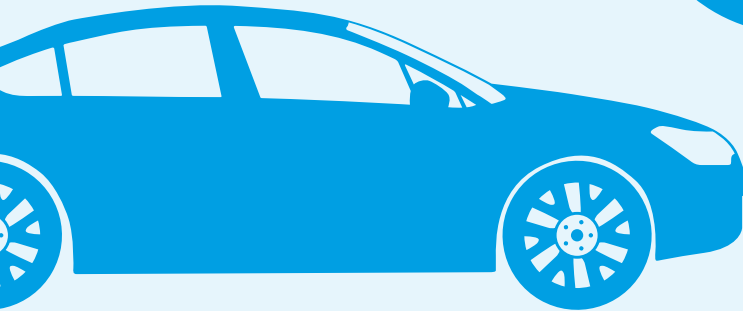
SAFE

SECURE

SUPREME



This is your Agreement booklet so keep it safe in case you need it.



**CAR**

Vehicle Repair Agreement

## YOUR WARRANTY

Congratulations on the purchase of your new vehicle.

This is your Vehicle Repair Agreement booklet - please keep in a safe place as it contains important information about your cover, terms and conditions, claims process and servicing requirements.

We (your dealer from which you purchased your vehicle) operates a vehicle repair agreement scheme. Under the terms of this scheme, we will provide warranty to you in the event of certain failings in respect of your vehicle. We have chosen Opteven as the Administrator for your warranty.

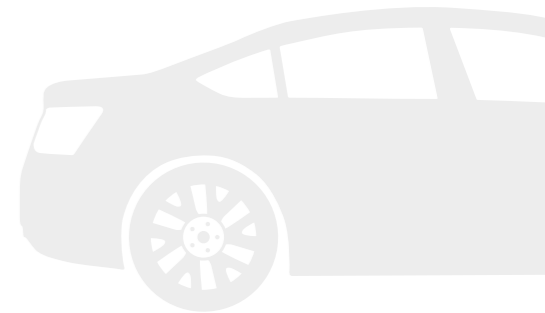
Along with this booklet we also enclose your Agreement Schedule which confirms the level of cover you have. Your warranty comes into force usually at the same time as you collect your vehicle. Please check the Agreement Schedule carefully and let us know if any changes need to be made to it.

*Your Dealer*

Advice and assistance is available:  
Email: [ukenquiries@opteven.com](mailto:ukenquiries@opteven.com)

### Important Notice:

All claims must be authorised by the Administrator before the relevant repairs are carried out. No payments will be made under the warranty in respect of repairs which are carried out without the Administrator's authorisation.



## CONTENTS

Definitions	1
Agreement Terms & Conditions	3
Parties	3
Warranty and Administration	3
Your General Obligations	3
Claims Process	4
General Exclusions from the Warranty	5
Your Right of Cancellation	6
Use of Your Personal Data	6
Complaints Procedure	7
Termination	7
Assignment	8
Force Majeure	8
Amendments	8
Waivers and Remedies	8
Severance	8
Entire Agreement	8
No Partnership/Agent	8
Rights of Third Parties	8
Notices	8
Governing Law and Jurisdiction	8
Warranty Cover Levels	10
Annex: Additional Terms & Conditions - Safe & Sound Safe	11
Annex: Additional Terms & Conditions - Safe & Sound Secure	13
Annex: Additional Terms & Conditions - Safe & Sound Supreme	15
Warranty Roadside Assistance Definitions	18
Warranty Roadside Assistance Terms & Conditions	19
Annex: Additional Terms & Conditions - Warranty Roadside Assistance	20

## DEFINITIONS

Certain words have specific meanings wherever they appear in these Documents (including the **Agreement**, the **Agreement Annex** and the **Agreement Schedule**). To help **You** identify these, they are printed in bold throughout.

### Administrator

means Opteven Services UK Ltd, a company registered in England and Wales with company number 10843451 and whose registered office is at Oxford House, Oxford Road, Thame, Oxfordshire, OX9 2AH. The **Administrator** is appointed by the **Dealer** to manage **Your Warranty** in accordance with the **Agreement**, the **Agreement Annex** and the **Agreement Schedule**.

### Agreement

means the **Agreement** between **You** and the **Dealer** under the terms of which the **Dealer** will, during the **Period of Cover**, provide **Warranty to You** in respect of the **Covered Components** of **Your Vehicle**.

### Agreement Annex

means the **Annex** to the **Agreement** setting out additional terms and conditions in respect of **Your Warranty**.

### Agreement Schedule

means the **Schedule** to the **Agreement** which outlines various details in respect of the **Warranty** (including but not limited to duration coverage, **Claim Limit**) and of the **Vehicle**.

### Claim

means a **Claim**, related to an incident of **Mechanical Breakdown** in respect of a **Covered Component** of **Your Vehicle**, raised by **You** for the **Dealer** to provide **Warranty** (to **You**).

### Claim Limit

means the maximum value (which is set out in the **Agreement Schedule**) of the **Warranty** that the **Dealer** shall provide **You** with in respect of any single **Claim**.

### CMV

means the current market value of **Your Vehicle** at time of **Claim**, the value of which will be determined at time of **Claim** using UK vehicle data price reference.

### Covered Component

means, in relation to a component part of the **Vehicle**, a component part which is within the scope of the **Warranty**.

### Data Controller

means "controller" as defined in the **Data Protection Law**.

### Data Protection Law

means:

- the General Data Protection Regulation (EU 2016/679) and any legislation which amends, re-enacts, supplements or replaces it in an **EEA** member state including the Data Protection Act 2018;
- any legislation of an **EEA** member state that implements Directive 2002/58/EC of the European Union Parliament and of the Council of 12 July 2002 concerning the processing of **Personal Data** and the protection of privacy in the electronic communications sector; and
- at all times, any other data protection laws and regulations applicable in the United Kingdom and any other relevant **EEA** member state.

### Dealer

means the motor **Dealership** from which **You** purchased **Your Vehicle** and the provider of this **Warranty**.

### Dealer's Maximum Liability

refers to the single claim limit as set out in your **Agreement Schedule** or in the case of multiple claims of a maximum amount equal to the **Current Market Value** of **Your Vehicle** at time of claim. When the **Dealer's Maximum Liability** is reached, the **Dealer** will automatically and immediately cease to have any liability to provide **Warranty Administration** to **You** under the **Agreement**.

### EEA

means the European Economic Area.

### Maximum Liability per Covered Component

means the maximum value (which is set out in the applicable **Agreement Annex** and **Agreement Schedule**) of **Warranty Administration** that the **Dealer** will provide to **You** under the terms of the **Agreement** in respect of a particular **Covered Component**. When the **Maximum Liability per**

**Covered Component** in respect of such **Covered Component** is reached, the **Dealer** will automatically and immediately cease to have any liability to provide **Warranty to You** under the **Agreement** in respect of such **Covered Component**. This means that values are inclusive of parts where applicable, labour and VAT.

### Mechanical Breakdown

means the complete failure of a **Covered Component** such that the relevant **Covered Component** no longer functions at all, provided that such failure was not caused by abuse, negligence or failure to take protective and/or preventative measures to ensure minimum damage.

### Period of Cover

means the period of time (which is stated in the **Agreement Schedule**) during which the **Dealer** will provide **Warranty to You** under the terms of the **Agreement**.

### Personal Data

means any data relating to an identified or identifiable individual that are within the scope of protection as "**Personal Data**" under the **Data Protection Law**.

### Repair Arrangements

means the type of **Warranty Assistance** under which the **Administrator** will arrange for one or more **Covered Components** to be repaired/replaced at the **Dealer's** cost.

### Roadside Assistance

means assistance provided to **You** (where roadside assistance cover is in place) as defined in the roadside schedule.

### Territorial Limits

means the United Kingdom, the Channel Islands and the Isle of Man, with up to 30 days in the EEA.

### VAT

means value-added tax as defined in the Value Added Tax Act 1994.

### Vehicle

means the vehicle (the details of which are set out in the **Agreement Schedule**) which is covered by **Warranty** under the terms of the **Agreement**.

### Warranty

means the obligation of the **Dealer** to **You** in respect of **Mechanical Breakdown** of **Covered Components** during the **Period of Cover** as set out in the **Agreement**.

### Warranty Administration

means assistance (in the form of repairs to the **Vehicle**) provided by the **Dealer** to **You** (via the **Administrator**) in order to give effect to the **Warranty**.

### Wear & Tear

means the expected decline in condition of **Component Parts** due to normal everyday use of and/or the ageing of the **Vehicle**.

### You, Your

means the person designated as the "**Agreement holder**" in the **Agreement Schedule**.

### Your Repair Arrangements

means the type of administration under which **You** will arrange for one or more **Covered Components** to be repaired/replaced.

- The **Agreement Annex** and the **Agreement Schedule** form part of the **Agreement** and shall have effect as if set out in full in the body of the **Agreement**. Any reference to the **Agreement** includes the **Agreement Annex** and the **Agreement Schedule**.
- Any words following the terms including, "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- Unless the context requires otherwise, a reference to any statute or statutory provision includes:
  - such provision as amended, extended, consolidated or re-enacted from time to time;
  - any previous statute or statutory provision which it has superseded or re-enacted (with or without modification); and
  - all subordinate legislation and regulation made from time to time under that statute or statutory provision.

## AGREEMENT TERMS & CONDITIONS

### 1. Parties

- (a) The **Dealer**; and
- (b) **You**.

### 2. Warranty and Administration

- (a) **You** have various legal rights following **Your** purchase of the **Vehicle**. This **Agreement** sets out the way in which those rights will be put into practice. In recognition of the rights, obligations and acknowledgements set out in this **Agreement**:
  - (i) the **Dealer** will provide the **Warranty to You** during the **Period of Cover** subject to, and according to the terms of, this **Agreement**; and
  - (ii) each Party will comply with its respective obligations under this **Agreement**.
- (b) **You** acknowledge that the **Warranty** is not "insurance" for the purposes of the Financial Services and Markets Act 2000 or the rules of the Financial Conduct Authority.
- (c) **You** acknowledge that the scope of the **Warranty** provided by the **Dealer** to **You** will depend on the applicable additional terms and conditions as set out in the **Agreement Annex**. **Your** category of **Warranty** will be set out in **Your Agreement Schedule**.
- (d) **You** acknowledge that the **Dealer** is not obliged to continue to provide a **Warranty to You** once the cumulative value of the **Warranty** that the **Dealer** has provided to **You** pursuant to the terms of this **Agreement** has reached the value of the **Dealer's Maximum Liability**. **You** further acknowledge that the **Dealer's Maximum Liability** will be no more than the **CMV**.
- (e) **You** acknowledge that the **Dealer** is not obliged to provide a **Warranty to You** in respect of a **Covered Component** once the cumulative value of the **Warranty** that the **Dealer** has provided to **You** in respect of such **Covered Component** pursuant to the terms of the **Agreement** has reached the value of the **Maximum Liability per Covered Component** in respect of such **Covered Component**.
- (f) **You** acknowledge that the **Warranty Administration** provided in respect of a single **Claim** will not exceed the **Claim Limit**.

- (g) **You** acknowledge that the **Dealer** will provide **Warranty to You** if, at the time at which the **Claim** is submitted, the **Vehicle** is within:
  - (i) the **Territorial Limits**; or
  - (ii) the **EEA** for a period that has not exceeded 30 days within a 12 month period; and
  - (iii) provided that **You** comply with the Claims Process set forth in Section 4 below.
- (h) In the event of **Warranty** being provided while **You** and/or the **Vehicle** are in the **EEA** any calculations of amounts payable will be carried out using the currency exchange rates prevailing on the date on which the **Claim** is agreed.
- (i) The **Dealer** has appointed the **Administrator** to manage the administrative elements of the **Warranty**. If **You** have any questions about the **Warranty You** may contact the **Administrator**. **You** acknowledge that, while the **Administrator** has pure administrative responsibilities, the **Administrator** is not responsible for providing the **Warranty** or **Roadside Assistance to You**. **You** further acknowledge that, should the **Dealer** fail to provide **Warranty to You**, whether in whole or in part, the **Administrator** will not have any obligation to provide **Warranty to You**.
- (j) The provisions regarding definitions and interpretation set out at pages 1-2 of this document are hereby incorporated into this **Agreement**.
- (k) **You** acknowledge that the language of this **Agreement** is English and that the **Administrator** will communicate with **You** in English.

### 3. Your General Obligations

In order to receive the benefit of the **Warranty** set out in this **Agreement**, **You** must:

- (a) Comply with all the terms and conditions of this **Agreement**;
- (b) Not use the **Vehicle** as a hire **Vehicle** (including for reward for example taxis, ride sharing and driving schools, courier work) or for any form of motor sport (including motor racing) or competition or track days;
- (c) Give the **Administrator** all the information and co-operation that it may reasonably require;
- (d) Comply with the **Administrator's** reasonable instructions;

- (e) Allow the **Administrator** reasonable access (free of charge) to inspect the **Vehicle**;
- (f) Drive the **Vehicle** in a reasonable and safe manner (including ceasing to drive the **Vehicle** if that is what a fair, reasonable and competent driver would do in a given situation);
- (g) Take all reasonable steps to safeguard the **Vehicle** from loss or damage and ensure that it is in a roadworthy condition at all times including:
  - (i) taking appropriate steps to protect the **Vehicle** from damage caused by frost, snow, ice, flooding, freezing or corrosion; and
  - (ii) checking and taking any appropriate steps regarding: the level of lubrication, fluid levels, warning signals, gauges or lights.
- (h) Not make any modifications that materially alter the design and performance of the **Vehicle** except where (and to the extent) required or recommended by the manufacturer;
- (i) **You** will notify the **Administrator** using the template provided each time your visit the **EEA** to ensure continued coverage of your **Warranty** for up to 30 days in a 12 month period..

### 4. Claims Process

- (a) If, during the **Period of Cover**, **You** become aware of a possible instance of **Mechanical Breakdown** and/or electrical failure in respect of a **Covered Component** which **You** consider is covered by the **Warranty**, **You** must promptly (and within seven days and prior to the expiry of **Your Agreement**) visit the **Administrator's** website to identify the closest listed repairers and authorise the repairer to conduct the diagnosis of your vehicle.
- (b) The repairer will assess the requirement and cost of repair and then contact the **Administrator** for approval to complete the repair. Once the **Administrator** has received notice of a **Claim**, the **Administrator** will assess whether, under the terms of this **Agreement**, the **Dealer** is obliged to provide **Warranty to You** in respect of such **Claim**. In some instances it may be necessary for additional experts to examine the vehicle and in order to assist the **Administrator** in making this determination **You** agree that **You** will:
  - (i) promptly provide such additional information as the **Administrator** may reasonably require; and

- (ii) allow the **Administrator** (and any expert appointed by the **Administrator**) reasonable access to inspect the **Vehicle**.

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.
- (c) If the **Administrator** appoints an expert to examine the **Vehicle**, **You** agree to accept the expert's conclusions as final and binding with regard to the subject matter of those conclusions.
- (d) The **Dealer** will bear the costs of any expert appointed by the **Administrator** (save that **You** will bear the expert's costs in respect of any inspection that has to be undertaken because an action taken or not taken by **You** meant that the expert was unable to complete a previous inspection satisfactorily).
- (e) **You** acknowledge that the **Administrator** may determine that the **Dealer** is not obliged to provide **Warranty to You** in respect of a particular **Claim**. **You** agree to accept such a determination by the **Administrator**, acting on behalf of the **Dealer**, as final and binding.
- (f) **You** acknowledge that, if the **Administrator** determines that the **Claim** is within the scope of **Your Warranty**, the **Administrator** will liaise with the repairer to repair **Your Vehicle** according to the coverage provided by **Your Warranty**. In the instance of work being undertaken by a repairer outside of the **Administrator's** network or there being any extra costs not covered by the **Warranty**, this would be **Your** own responsibility to settle directly with the repairer.
- (g) If **You** want to use your own repairer you will need to advise the **Administrator**. If the **Administrator** confirms that **You** can make **Repair Arrangements** with a repairer of your own choice then **You** must submit the proposed terms (including the details of any repairer/supplier and the cost) of such **Repair Arrangements** to the **Administrator**. The **Administrator** has the right, acting reasonably, to refuse to authorise the proposed **Repair Arrangements**. If the **Administrator** does so refuse, **You** must submit alternative details and costs until such point as the **Administrator** does accept the relevant details and costs (such acceptance not to be unreasonably delayed or denied). If **You** choose to proceed on the basis of **Your Repair Arrangements** which have not been approved by the **Administrator**, **You** acknowledge that the related costs will not be met by **Warranty**.

The **Administrator** will agree costs at the same parts and hourly labour rate as the **Administrator's** network repairers charge. The range of labour rates the **Administrator** pay can be seen on [uk.opteven.com/private-customers/claims-process/](http://uk.opteven.com/private-customers/claims-process/)

All repair times will be based on Industry Standards, with the **Administrator** using Autodata Repair Times Manual (diagnosis time is specifically excluded).

- (h) If **You** proposed **Repair Arrangements** is accepted, then the **Administrator** will issue your chosen repairer with an authorisation number. Once the authorisation number is received **You** must promptly arrange for the **Repair Arrangements** to be carried out (in the manner which the **Administrator** agreed). Once the relevant repairs have been carried out pursuant to **Your Repair Arrangements**, **Your** chosen repairer must, no later than three months after the date on which authorisation number is given for the relevant works to be carried out, submit the invoice (together with the relevant authorisation number and payment details) to the **Administrator** for payment. If **You** have complied with the provisions of this **Agreement** the **Administrator** will arrange for the invoice for **Your Repair Arrangements** to be paid on behalf of the **Dealer**.
- (i) **You** acknowledge that no **Warranty** will be due to **You** if:
- You** proceed with **Your Repair Arrangements** (or any element thereof) without the **Administrator's** authorisation; and
  - You** implement **Your Repair Arrangements** in a manner which differs from the manner which was authorised by the **Administrator**.
- (j) Where the value of the **Vehicle**, should the **Warranty** be claimed, is greater than the value of the **Vehicle** immediately before the relevant incident of **Mechanical Breakdown**, **You** acknowledge that **You** will be liable to pay the **Dealer** on demand a sum in respect of the difference between:
- the value of the **Vehicle** immediately before the relevant incident of **Mechanical Breakdown**; and
  - the value of the **Vehicle** immediately after the **Warranty** has been provided.
- The **Administrator** will determine such sum, acting reasonably and will, in so doing, take account of the age and mileage of the **Vehicle** and the cost of restoring the **Vehicle** to its pre-breakdown condition.

- (k) **You** acknowledge that where an instance of **Warranty** requires the replacement or topping up of oils, antifreeze or other fluids, or replacement of the oil filter, this will form part of the **Warranty** and will therefore be included in the calculation of the **Dealer's Maximum Liability**.
- (l) If more than one **Covered Component** experiences **Mechanical Breakdown** and/or electrical failure at the same time, all such instances of **Mechanical Breakdown** and/or electrical failure may, at the discretion of the **Administrator**, be dealt with as part of one **Claim**.

#### To make a Claim:

To find out how to make a **Claim** and access the **Administrator's** Repairer Locator please visit the below page [uk.opteven.com/private-customers/claims-process/](http://uk.opteven.com/private-customers/claims-process/)

#### The Administrator may be contacted by:

Email: [ukclaims@opteven.com](mailto:ukclaims@opteven.com)  
Telephone: 0345 222 4540

### 5. General Exclusions from the Warranty

The **Warranty** does not cover:

- Car derived vans over 3.5 tonnes gross weight;
- Any loss, damage or other matter which is not **Mechanical Breakdown** (including but not limited to: death, bodily injury, liability to third parties, exhaust emission MOT failures and amounts in respect of **VAT**);
- Mechanical Breakdown** of a component which is not a **Covered Component** (including any damage of fabric and/or stitching);
- Loss, damage or any costs related to the manufacturer's recall of any **Covered Components**;
- The replacement of a **Covered Component** where such **Covered Component** has not suffered **Mechanical Breakdown** (including, for the avoidance of doubt, where the replacement has been recommended by the manufacturer or repairer);

- (f) Any loss, damage or other matter which is consequential to **Mechanical Breakdown**;
- (g) **Mechanical Breakdown** caused by any act or omission on **Your** part which constitutes a breach by **You** of **Your** obligations under this **Agreement**;
- (h) **Mechanical Breakdown** caused by negligence on **Your** part (including the use of a grade of fuel not recommended by the manufacturers of the covered **Vehicle**), accidents (including collisions), acts of God, road hazard, fire damage, poor workmanship, cracked blocks, cracked cylinder heads, oil and fluid leaks, corrosion, carbon build up, accidental damage to radiator or any other cause which is extraneous to the relevant **Covered Component**;
- (i) Any **Mechanical Breakdown** to the extent that such **Mechanical Breakdown** could, in the opinion of an independent engineer, have been prevented had **You**:
- stopped using the **Vehicle** at the point at which a fair, reasonable and competent driver should have been aware of a problem; or
  - taken such other steps as a fair, reasonable and competent driver would have taken to reduce damage to the **Vehicle**;
- (j) **Mechanical Breakdown** caused by a fault that was present when **You** purchased the **Vehicle**;
- (k) **Mechanical Breakdown** caused by **Wear and Tear** (except to the extent set out in the **Agreement Annex**);
- (l) **Mechanical Breakdown** which is covered by any manufacturer's or supplier's warranty or under a standard road risks insurance policy;
- (m) Any false or fraudulent **Claims**;
- (n) **Mechanical Breakdown** of a component the failure or likely breakdown of which was known to **You**, and documented by the **Dealer** to **You**, at the time of sale of the **Vehicle** and which does not have a more general impact on the extent to which the **Vehicle** was of satisfactory quality and fit for purpose at the time of sale; and
- (o) Consequential **Mechanical Breakdown** of a Covered or non-Covered **Component**;
- (p) Diagnosis costs (except to the extent set out in the **Agreement Annex**);
- (q) Clearing of fuel lines; and
- (r) Water ingress.

### 6. Your Right of Cancellation

- You** have the right to cancel this **Agreement** within thirty (30) days, starting on the latter of the date **You** enter into the **Agreement** and the date **You** receive the **Agreement** documentation.
- If **You** wish to cancel this **Agreement** **You** must write to the **Administrator** at Oxford House, Oxford Road, Thame, Oxfordshire, OX9 2AH or call 0345 222 4540. On receipt of **Your** notice of cancellation, the **Dealer** (via the **Administrator**) will send **You** an acknowledgement of the cancellation.
- The **Dealer** and the **Administrator** shall not be bound to renew **Your Agreement** and may at any time cancel the **Agreement** by sending thirty (30) days notice to **You** at **Your** last known address.
- Any refunded payments will be the responsibility of the selling **Dealer**, unless a **Claim** has been made under the **Agreement**, whereby no refund will be due.
- On receipt of **Your** notice of cancellation, the **Dealer** will refund any amounts **You** have already paid on **Your Warranty Agreement**, unless **You** have already made a **Claim** under **Your Agreement**. If after the 30 day period has elapsed, **You** wish to terminate cover, **You** will not be entitled to any refund of premium and if **You** are paying with monthly instalments, **You** will be responsible for paying the remaining cost of cover for the duration of the **Agreement**.

### 7. Use of Your Personal Data

- This clause constitutes a short form privacy notice, which provides a summary of the way in which **Your Personal Data** may be used by the **Administrator**, acting on behalf of the **Dealer**.

For full information please go to [uk.opteven.com/privacy-policy](http://uk.opteven.com/privacy-policy)

**You** acknowledge that the **Administrator** is a **Data Controller** in respect of **Your Personal Data**:

- set out further details about how the **Administrator** uses **Your Personal Data**; and
  - include the contact details of the Dealer's Data Protection Officer.
- You** acknowledge that the **Administrator** may update the privacy notices from time to time.

- (c) **You** acknowledge that the **Administrator** may collect and use **Your Personal Data** as required in order to provide services to **You** and in accordance with the **Administrator's** legitimate interests to administer **Your Warranty** on behalf of the **Dealer**. As such, **You** acknowledge that the purposes for which the **Administrator** collects, uses and shares **Your Personal Data** include (but are not limited to):
- (i) performing the **Administrator's** roles in relation to the **Warranty**;
  - (ii) direct marketing;
  - (iii) reviewing and improving products and services and the way in which the **Administrator** operates its businesses;
  - (iv) developing new products and services;
  - (v) complying with legal and regulatory obligations and requirements; and
  - (vi) sharing information with group companies and business partners so that the **Administrator** can provide its products and services and so that the **Administrator** can operate its businesses within the limits of clause 7(d) below.
- (d) **You** acknowledge that the list of third parties with which the **Administrator** may share **Your Personal Data** pursuant to clause 7(c) includes Governmental organisations, group companies, suppliers and business partners and any other third-party as may be necessary to execute the **Warranty**.
- (e) **You** acknowledge that there may be instances in which the **Administrator** shares **Your Personal Data** with parties which are based outside the **EEA**. The **Administrator** has put appropriate safeguards in place to protect **Your Personal Data** where this happens.
- (f) The following is a list of rights that individuals may have under **Data Protection Law**. **You** acknowledge that these rights do not apply in all circumstances and that, as such, there may be circumstances in which a particular right does not apply to **You**. Depending on the facts of a particular case, **You** may have the right:
- (i) to request access to **Your Personal Data**;
  - (ii) to be informed about the processing of **Your Personal Data**;

- (iii) to object to the processing of **Your Personal Data**;
- (iv) to request restrictions on the processing of **Your Personal Data**;
- (v) to have **Your Personal Data** transferred; and
- (vi) to have **Your Personal Data** corrected; and/or
- (vii) to have **Your Personal Data** erased.

## 8. Complaints Procedure

If **You** are unhappy with the service **You** have received or have any complaints about **Your Warranty**, **You** should contact the **Administrator's** complaints department, the details of which are as follows:

Opteven Services UK Ltd  
Complaints Department,  
Oxford House,  
Oxford Road,  
Thame,  
Oxfordshire,  
OX9 2AH.

**Email:** ukcomplaints@opteven.com

**Telephone:** 0345 222 4540

## 9. Termination

- (a) Without prejudice to any other available rights or remedies available to it, this **Agreement** may be terminated immediately by either **You** or the **Dealer** on written notice, if the other party is in material breach of an obligation under this **Agreement** and, in the case of any such breach being capable of remedy, has failed to remedy the breach within a period of 30 days after receipt of written notice to do so.
- (b) Subject to the **Administrator** permitting an assignment, this **Agreement** will terminate automatically if **You** sell or otherwise dispose of the **Vehicle**.
- (c) Termination or expiry of this **Agreement** for any reason shall be without prejudice to the accrued rights and liabilities of the parties on the date of termination or expiry.

## 10. Assignment

This **Agreement** is not transferable to another **Vehicle** but it may be transferred to a new owner of **Vehicle** subject to acceptance by your **Dealer** by completing the relevant transfer form via your **Administrator**.

## 11. Force Majeure

No party shall be liable to any other party for any delay or non-performance of its obligations under this **Agreement** to the extent that its performance is interrupted or prevented by any act, event, omission, cause or circumstance whatsoever beyond its reasonable control.

## 12. Amendments

No amendment of this **Agreement** shall be effective unless it is in writing and signed by or on behalf of each of the parties.

## 13. Waivers and Remedies

Except as otherwise stated in this **Agreement**, the rights and remedies of each party under this **Agreement** are in addition to and not exclusive of any other rights or remedies under this **Agreement** or the general law and may be waived only in writing and specifically. Waiver of a breach of any term of this **Agreement** shall not operate as a waiver of breach of any other term or any subsequent breach of that term.

## 14. Severance

- (a) If any provision or part-provision of this **Agreement** is or becomes invalid, illegal or unenforceable in any jurisdiction it shall to that extent be deemed deleted in that jurisdiction but that shall not affect:
  - (i) the legality, validity or enforceability in that jurisdiction of any other provision of this **Agreement**; or
  - (ii) the legality, validity or enforceability in any other jurisdiction of that or any other provision of this **Agreement**.
- (b) Whilst the parties consider the provisions contained in this **Agreement** reasonable, having taken independent legal advice, if any one or more of the provisions or part-provisions of this **Agreement** is deemed deleted under clause 14(a) the parties shall negotiate in good faith to agree

a replacement provision or provisions so that to the greatest extent possible they achieve the same effect as would have been achieved by the original provision.

## 15. Entire Agreement

(a) This **Agreement**:

- (i) constitutes the entire **Agreement** and understanding between the parties with respect to the subject matter of this **Agreement**; and
- (ii) supersedes and extinguishes any prior drafts, agreements, undertakings, representations, understandings, promises, warranties or conditions, whether oral or written, express or implied between the parties relating to such subject matter.

(b) Each party acknowledges that in entering into this **Agreement** it does not rely on any statement, representation, assurance or **Warranty** (whether made innocently or negligently) that is not set out in this **Agreement**.

(c) Nothing in this clause shall limit or exclude any liability for fraud.

## 16. Rights of Third Parties

A person who is not a party to the **Agreement** has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any provision of this **Agreement**.

## 17. Notices

A notice given to a party under or in connection with this **Agreement** shall be in writing and signed by or on behalf of the party giving it.

## 18. Governing Law and Jurisdiction

This **Agreement** and any dispute or **Claim** arising out of or in connection with it (including any non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

Safe & Sound offers three different levels of cover according to vehicle age and mileage. This is a non-exhaustive summary of our cover. Please see relevant **Annex** for full details.

FUEL INJECTION			
Warranty level	SAFE	SECURE	SUPREME
Fuel pump	Y	Y	Y
EGR valve	Y	Y	Y
Carburetor	-	Y	Y
EGR valve cooler	-	Y	Y
Injection pump	-	Y	Y
Throttle body	-	Y	Y
Fuel injector	-	Y	Y
Glow plugs	-	-	Y

ENGINE			
Warranty level	SAFE	SECURE	SUPREME
Camshaft	Y	Y	Y
Clutch pressure plate	Y	Y	Y
Flywheel*	Y	Y	Y
Inlet valves and exhaust valves	Y	Y	Y
Oil pump, piston & piston rings	Y	Y	Y
Timing chain and tensioner**	Y	Y	Y
Turbo	Y	Y	Y
Crankshaft	-	Y	Y

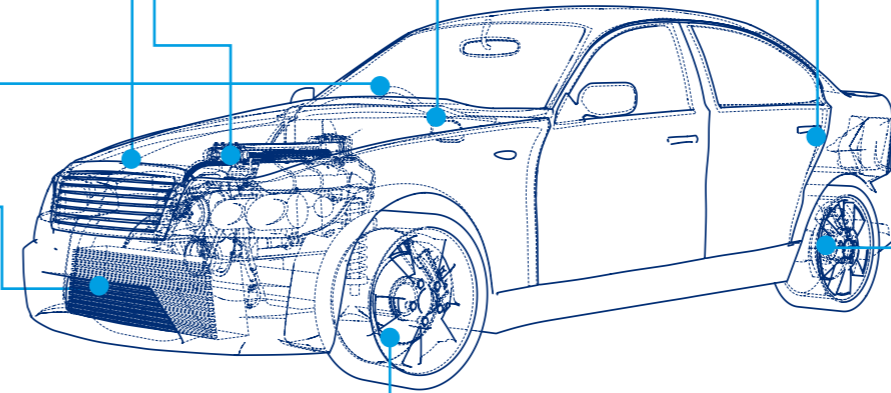
IN CAR ENTERTAINMENT			
Warranty level	SAFE	SECURE	SUPREME
Bluetooth telephone handsfree system and wireless phone charger	-	Y	Y
GPS screen mechanism and screen	-	Y	Y
In car entertainment system/ Sat Nav*	-	Y	Y
12V and USB sockets	-	Y	Y

ELECTRICAL SYSTEM			
Warranty level	SAFE	SECURE	SUPREME
Alternator	Y	Y	Y
Central locking door motor	Y	Y	Y
Cruise control ECU	Y	Y	Y
Electric window motors	Y	Y	Y
Starter motor	Y	Y	Y
Sunroof motor	Y	Y	Y
Convertible roof motor	-	Y	Y
Seat heater	-	-	Y
12V battery*	-	-	Y

ENGINE COOLING SYSTEM			
Warranty level	SAFE	SECURE	SUPREME
Engine cooling fan	Y	Y	Y
Radiator	Y	Y	Y
Thermostat	Y	Y	Y
Water pump	Y	Y	Y
Air conditioning condensor	-	Y	Y
Air conditioning re-gassing ***	-	Y	Y
Coolant level sensor	-	Y	Y
Engine oil cooler	-	Y	Y
Viscous coupling pulley	-	-	Y

SUSPENSION AND STEERING (including power assisted)			
Warranty level	SAFE	SECURE	SUPREME
Coil springs	Y	Y	Y
Suspension ball joints	Y	Y	Y
Wheel bearings	Y	Y	Y
Anti roll bar	-	Y	Y
Suspension arms	-	Y	Y

FRONT AND REAR BRAKES			
Warranty level	SAFE	SECURE	SUPREME
ABS hydraulic unit	Y	Y	Y
Brake master cylinder	Y	Y	Y
ABS relay	-	Y	Y
ABS wheel sensor	-	Y	Y



TRANSMISSION/DRIVE TRAIN			
Warranty level	SAFE	SECURE	SUPREME
Automatic gearbox	Y	Y	Y
Constant velocity joints	Y	Y	Y
Differential	Y	Y	Y
Drive shafts/propshaft	Y	Y	Y
Manual gearbox	Y	Y	Y
Mechatronics	-	Y	Y

DIAGNOSIS	
SAFE	N/A
SECURE	Up to 1 hour as part of an authorised claim
SUPREME	Up to 2 hours as part of an authorised claim

Roadside Assistance for up to six months available as an additional option.

\*Variable coverage and/or limits. \*\*Included provided they have been replaced in line with manufacturer's schedule. \*\*\*When part of a valid claim.

## ANNEX – SAFE ADDITIONAL TERMS & CONDITIONS

SAFE

### 1. Covered Components

During the specified period, the following original manufacturer's mechanical and electrical components of the **Vehicle** listed below are **Covered Components** against mechanical and/or electrical failure.

This **Agreement** does not cover **Wear and Tear**.

#### Air Conditioning/Heating System

Failure of the following parts: Air conditioning compressor, heater matrix, passenger compartment fan motor.

#### Braking System

Failure of the following parts: Master cylinder, brake servo, ABS hydraulic unit, ABS electronic management module, vacuum pump, brake compensating regulator, parking brake electric motor, rear brake wheel cylinder.

#### Camshaft Timing Belt

Covered for a total failure, provided that:

- You** have proof/evidence that the manufacturer's replacement recommendations (if any) have been complied with; and
- that it is free from oil contamination (unless it is a wet belt).

#### Clutch

Failure of the following mechanical parts: Clutch fork, master cylinder, pressure plate, slave cylinder, release bearing and guide.

#### Cooling Systems

Failure of the following parts: Water pump, additional water pump, thermostat, engine radiator, engine cooling fan, viscous coupling.

#### Drive Axles

Failure of the following parts: Axle, crown wheel, bevel and pinion gears, differential bearing, differential shaft and differential units.

#### Drive System

Failure of the following parts: Transfer box, input and output shaft bearings, transfer box gears, transfer case chain, drive shaft and bearing, transfer box viscous coupling, constant velocity joint and mechanism, propshaft and shaft bearing housing.

#### Electrics

Failure of the following parts: Alternator, ignition coil, starter motor and drive, starter solenoid, windscreen wiper motor, relay, indicator control unit, window lift motor, central locking door motor, sunroof motor, cruise control module.

#### Engine

Failure of the following parts: Camshaft, timing belt, timing chain and timing chain tensioner, flywheel, flywheel ring gear, cylinder head gasket, cylinder head bolts, valve guides, inlet valves, exhaust valves, valve collets and spring (excluding burnt valve and decokes), rockers and rocker arm, hydraulic valve lifter, big end shell bearing and cap, conrod, piston and piston ring, gudgeon pin, liner, oil pump, EGR valve (excluding cooler).

#### Fuel System (petrol/diesel)

Failure of the following parts: Fuel pumps, air mass meter, fuel injection ECU.

#### Gearbox (Manual and Automatic)

Failure of the following parts: Gearbox bearing, gearwheel, selector, bevel gear and pinions, fork, differential and crown wheel, differential bearing, axle and primary shaft, layshaft, synchronisation ring and synchro hub, robotic gearbox oil pump. Automatic gearbox input shafts and pinion, automatic gearbox output shafts and pinion, bearing, multi plate clutch, torque converter, hydraulic block, solenoid valve, gearbox oil pump, brake band, centrifugal governor.

#### Hybrid Vehicles

Manufacturer supplied and fitted traction motor, engine control unit, traction motor temperature sensor, traction motor control unit, battery monitoring control unit and regulator control unit, fan motor for high voltage battery, battery voltage converter, impulse rotor.

#### Steering

Failure of the following parts: Steering rack, power steering pump, electrical power steering motor, high pressure steering pipes.

#### Suspension (front/rear)

Failure of the following parts: Controlled suspension; electronic management module, high pressure pump and damping valve. Wheel bearing, suspension ball joint, shock absorber, coil spring (suspension), suspension sphere and air compressor, valve block for suspension levelling, airbag (air suspension).

#### Turbo/Supercharger

When fitted as part of the manufacturer's original specifications turbo, supercharger.

### 2. Additional Benefits

If the **Administrator** determines that **Warranty Assistance** should be provided in respect of a valid **Claim**, the **Administrator** may, at its discretion, require **You** to provide receipts in order to receive monies under this 'Additional Benefits'.

- All monies paid to **You** under this 'Additional benefits' will be included in the determination as to whether the **Dealer's Maximum Liability** and/or the **Claim Limit** has been reached.
- Casings - will be covered only if they have been damaged by the breakdown of one of the parts covered. In the event of a covered item causing damage to a casing then the casing will form part of the **Claim Limit**.
- Pay up to £50 (including **VAT**) in respect of tow-in charges when part of a valid **Claim** (unless **Roadside Assistance** cover is in place).
- If the estimated repair time is in excess of 8 hours, provide **You** with up to £50 (including **VAT**) per day to pay car hire fees (but not fuel or insurance costs) in respect of an alternative **Vehicle** for up to a maximum of seven days.
- Provide **You** with up to £60 (including **VAT**) towards hotel expenses (excluding food and drink) or rail fares.

### 3. Maximum Liability

The **Maximum Liabilities** are as follows:

- Working Materials: Where an authorised repair requires the replacement or topping up of oils, coolant or other fluids, or replacement of the oil filter, up to £50 including **VAT**.
- Flywheel: Up to £500 including **VAT**.
- All values are inclusive of parts, labour and **VAT**.

## ANNEX – SECURE ADDITIONAL TERMS & CONDITIONS

**SECURE**

### 1. Covered Components

During the specified period, all of the original manufacturer's mechanical and electrical components of the **Vehicle** are **Covered Components** against mechanical failure, **except the exclusions listed below**.

This **Agreement** does not cover **Wear and Tear**.

#### Air Conditioning

Air conditioning non-return valve, auxiliary heating system glow plug, compressor pulley, additional heater and exhaust, heater blower variable resistor, stationary remote heating.

#### Brakes

Caliper mountings and cover, brake discs, pads, brake drum and rear brake lining, parking brake lever gaiter.

#### Clutch

Clutch friction material, dry dual clutch assembly.

#### Cooling Systems

Auxiliary belt, fan air deflector - (except engine cooling fan), coolant filler cap, viscous coupling pulley, water pump gasket.

#### Drive Systems

Disabled driver control systems.

#### Electrics

All batteries and 12V unit sensor, control unit for xenon headlamp bulb, LED units, Xenon headlamp bulb, incandescent lamp, halogen lamp, all wiring and wiring looms, instrument cluster, speedometer, rev counter, gauge, clock, displays, engine tone speaker, mirror defrosting, software, software updates and or adjustments, telematics module battery, tow bar wiring socket, HT leads, cigarette lighter, solar panel, fridge/freezer/cooler compartment.

#### Electric and Hybrid

Motor for traction motor (EV/Hybrid), high voltage charging socket and cable, high voltage battery wiring harness and heat exchanger (EV/Hybrid).

#### Emissions Control

Exhaust manifold, air intake resonator. EGR valve vacuum tank, air duct sleeve and EGR valve filter. Catalytic converter and mounting, heat shields, diesel particulate filter (DPF), DPF re-generation, DPF additive injector, reducing agent tank filter and seal, reducing agent tank delivery line. Front exhaust pipe, rubber bush/mount. Rear exhaust silencer, rubber bush/mount. Tailpipe trim/finisher, heater for reducing agent line, heater for reducing agent tank, internal exhaust flap, exhaust regulator flap.

#### Engine

All core plugs, liner seal, crankshaft oil seal housing, oil filler cap, glow plug and glow plug wiring, spark plugs.

#### Fuel System

Charcoal canister heater element, diesel pre-heater, overhaul carburettor, distributor drive, LPG or CNG gas tank, fuel filler cap, fuel tank, all fuel filters.

#### Manual or Automatic Gearbox

Gear knob, gear lever gaiter.

#### Miscellaneous

Airbags (SRS), seat heater, interior light, freezer, wheels and tyres, lamps and bulbs, wiper blades, heater valves, any oil seals or gaskets (except head gasket and fuel injector gasket), external oil/fluid leaks, all drain plugs, drive belts (except cambelt), mountings (except alternator, axle, engine, gearbox, and shock absorber mountings), clips and fastenings, all hoses and pipes (except for air conditioning high-pressure and steering high-pressure pipes), all pulleys (except timing belt idler, crankshaft toothed, pulley and water pump pulleys), SD card for SatNav, sundry items and any specialist equipment. Windscreen washer jet, washer fluid hose, glass damage/breakage including lamps and mirrors. Bolts and fixings, carbon build up, coolant, filters, remote key fob, key blade, lubricants, oil misting, oil staining, perishable rubber items, any sealing material or compound, serviceable and ancillary items, transmission fluids, water ingress.

#### Suspension

Suspension arm bush, axle beam mounting, dust cover (shock absorber), anti-roll bar bush.

#### Steering

Gaiters, ignition key, steering wheel heater.

#### Turbo

Turbo gasket, turbo heat shield, turbo mounting.

#### Vehicle Body

Bodywork, catches, chassis, fabric roofs, glass, interior and exterior trim, latches, locks, panoramic sunroof, seat frames, tracks and mouldings, armrests and headrests.

### 2. Additional Benefits

If the **Administrator** determines that **Warranty** should be provided in respect of a valid **Claim**, the **Administrator** may, at its discretion, require **You** to provide receipts in order to receive monies under this 'Additional Benefits'.

- All monies paid to **You** under this 'Additional benefits' will be included in the determination as to whether the **Dealer's Maximum Liability** and/or the **Claim Limit** has been reached.
- Casings - will be covered only if they have been damaged by the breakdown of one of the parts covered. In the event of a covered item causing damage to a casing then the casing will form part of the **Claim Limit**.
- Diagnosis costs are covered for up to 1 hour, but only as part of an authorised **Claim** and will form part of the **Claim Limit**.
- Pay up to £50 (including **VAT**) in respect of tow-in charges when part of a valid **Claim** (unless **Roadside Assistance** cover is in place).
- If the estimated repair time is in excess of 8 hours, provide **You** with up to £50 (including **VAT**) per day to pay car hire fees (but not fuel or insurance costs) in respect of an alternative **Vehicle** for up to a maximum of seven days.
- Provide **You** with up to £60 (including **VAT**) towards hotel expenses (excluding food and drink) or rail fares

### 3. Maximum Liability

The **Maximum Liabilities** are as follows:

- Hybrid **Vehicles**: Manufacturer supplied and fitted power generation and transmission components;
- In-car entertainment/SatNav/Telephone: Cover for these components is as per the **Agreement Schedule**, provided that the equipment is factory fitted (excludes software updates/reprogramming, save to the extent required to complete a repair); £500 including **VAT**;
- Flywheel: Up to £500 including **VAT**;
- Sensors: Up to £500 including **VAT**;
- Turbo/Supercharger (factory-fitted). Excludes carbon build up and failure due to lack of lubrication;
- Working Materials: Where an authorised repair requires the replacement or topping up of oils, antifreeze or other fluids, or replacement of the oil filter, up to £100 including **VAT**; and
- All values are inclusive of parts, labour and **VAT**.

## ANNEX – SUPREME ADDITIONAL TERMS & CONDITIONS

### SUPREME

#### 1. Covered Components

During the specified period, all of the original manufacturer's mechanical and electrical components of the **Vehicle** are **Covered Components** against mechanical failure, **except the exclusions listed below.**

##### Air Conditioning

Air conditioning non-return valve, additional heater and exhaust, stationary remote heating.

##### Brakes

Calliper mountings and cover, brake discs, pads, brake drum and rear brake lining, parking brake lever gaiter.

##### Clutch

Clutch friction material, dry dual clutch assembly.

##### Cooling Systems

Auxiliary belt, fan air deflector - (except engine cooling fan), coolant filler cap, viscous coupling pulley, water pump gasket.

##### Drive Systems

Disabled driver control systems.

##### Electrics

12V battery unit sensor, control unit for xenon headlamp bulb, LED units, Xenon headlamp bulb, incandescent lamp, halogen lamp, all wiring and wiring looms, instrument cluster, speedometer, rev counter, gauge, clock, displays, engine tone speaker, mirror defrosting, software updates and or adjustments, tow bar wiring socket, heat shield, HT leads, 48V lithium-ion battery (high voltage), cigarette lighter, solar panel, fridge/cooler compartment.

##### Electric and Hybrid

Battery for traction motor (EV/Hybrid), high voltage charging socket and cable, high voltage battery wiring harness and heat exchanger (EV/Hybrid).

##### Emissions Control

Exhaust manifold, air intake resonator. EGR valve vacuum tank, air duct sleeve and EGR valve filter. Catalytic converter and mounting, catalytic converter heat shield, diesel particulate filter (DPF), DPF re-generation, reducing agent tank filter and seal, reducing agent tank delivery line. Front exhaust pipe, rubber bush/mount. Rear exhaust silencer, rubber bush/mount, internal exhaust flap, exhaust regulator flap. Tailpipe trim/finisher, heater for reducing agent line, heater for reducing agent tank.

##### Engine

All core plugs, crankshaft oil seal housing, spark plugs.

##### Fuel System

Charcoal canister heater element, glow plug wiring, diesel pre-heater, overhaul carburettor, LPG or CNG gas tank, fuel filler cap, fuel tank, all fuel filters.

##### Manual or Automatic Gearbox

Gear knob, gear lever gaiter.

##### Miscellaneous

Airbags (SRS), working materials when not part of a valid claim, wheels and tyres, lamps and bulbs, wiper blades, heater valves, any gaskets (except head gasket and fuel injector gasket) and seals (except oil pump seal, fuel pump or fuel gauge seal, injection pump oil lip seal, manual gearbox or semi-automatic gearbox differential lip seal, automatic gearbox seal and axle lip seal, steering pressure switch seal), external oil/fluid leaks, drive belts (except cambelt), mountings (except alternator, axle, engine, gearbox, and shock absorber mountings), clips and fastenings, all hoses and pipes (except for air conditioning and steering high-pressure pipes), SD card for SatNav, sundry items and any specialist equipment. Windscreens washer jet, washer fluid hose, glass damage/breakage including lamps and mirrors. Bolts and fixings, carbon build up, coolant, filters, key blade, lubricants, oil misting, oil staining, perishable rubber items, any sealing material or compound, serviceable and ancillary items, transmission fluids, water ingress.

##### Suspension

Suspension arm bush, axle beam rubber mount, dust cover (shock absorber), anti-roll bar bush.

##### Steering

Gaiters, steering wheel heater.

##### Turbo

Turbo gaskets, turbo heat shield.

##### Vehicle Body

Bodywork, catches, chassis, fabric roofs, glass, interior and exterior trim, latches, locks, panoramic sunroof, seat frames, tracks and mouldings, armrests and headrests.

#### 2. Additional Benefits

Supreme covers all components except those listed as excluded. For those components covered there are additional benefits which are listed below;

If the **Administrator** determines that **Warranty Assistance** should be provided in respect of a valid **Claim**, the **Administrator** may, at its discretion, require **You** to provide receipts in order to receive monies under this 'Additional Benefits'.

- (a) All monies paid to **You** under this 'Additional Benefits' will be included in the determination as to whether the **Dealer's Maximum Liability** and/or the **Claim Limit** has been reached.
- (b) Coil springs and shock absorbers will be replaced in pairs.
- (c) Casings: In the event of a covered item causing damage to a casing then the casing will form part of the **Claim Limit**.
- (d) Software updates/reprogramming: In the event of a covered item requiring software updates/reprogramming then the adjustments will form part of the **Claim Limit**.
- (e) Diagnosis costs are covered for up to 2 hours, but only as part of an authorised **Claim** and will form part of the **Claim Limit**
- (f) Pay up to £50 (including **VAT**) in respect of tow-in charges when part of a valid **Claim** (unless **Roadside Assistance** is in place).

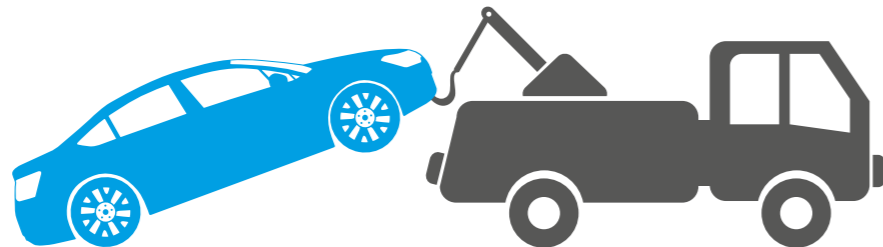
(g) If the estimated repair time is in excess of 8 hours, provide **You** with up to £50 (including **VAT**) per day to pay car hire fees (but not fuel or insurance costs) in respect of an alternative **Vehicle** for up to a maximum of seven days.

(h) Provide **You** with up to £60 (including **VAT**) towards hotel expenses (excluding food and drink) or rail fares.

#### 3. Maximum Liability

The **Maximum Liabilities** are as follows:

- (a) In respect of **Mechanical Breakdown** caused by **Wear and Tear** incurred during the period ending at the point at which the **Vehicle** has travelled 85,000 miles;
- (b) Hybrid Vehicles: Manufacturer supplied and fitted power generation and transmission components;
- (c) In-car entertainment/SatNav/telephone: Cover for these components is as per the **Agreement Schedule**, provided that the equipment is factory fitted, will form part of the **Maximum Claim Limit**;
- (d) Remote key fobs/key cards: For electrical failure up to £500 including **VAT** (2 key fobs/key cards maximum per **Agreement** duration);
- (e) Flywheel: Up to £1,000 including **VAT**;
- (f) 12V battery included as per duration shown on **Agreement Schedule** up to a maximum of 6 months from **Agreement** inception date;
- (g) Working Materials: Where an authorised repair requires the replacement or topping up of oils, antifreeze or other fluids, or replacement of the oil filters, will form part of the **Claim Limit**;
- (h) Oil Seals: Engine, gearbox, differential, turbocharger (or supercharger). causing a major oil leak (dripping oil) requiring immediate replacement to prevent consequential damage (excludes oil staining and oil misting); and
- (i) All values are inclusive of parts, labour and **VAT**.



**SHOULD YOUR AGREEMENT INCLUDE ROADSIDE ASSISTANCE, WHICH IS SHOWN IN YOUR AGREEMENT SCHEDULE, THE FOLLOWING TERMS APPLY.**

## VEHICLE REPAIR AGREEMENT AND ROADSIDE ASSISTANCE

To make sure **You** get the most from **Your** cover, please take time to read the **Agreement**, which explains the terms and conditions of **Your** cover.

In the event of a **Breakdown**, call **0800 888 6247**

The **Administrator** utilises third parties and a network of independent agents to deliver this service.

**Your Roadside Assistance** will form part of an authorised **Claim**.

Please be prepared to provide the operator with the following information:

- (a) **Your** name;
- (b) **Your Agreement** Number found on **Your Agreement** Schedule;
- (c) Exact location of **Vehicle**;
- (d) Nature of **Breakdown**; and
- (e) Registration number of **Your Vehicle**.

## ROADSIDE ASSISTANCE DEFINITIONS

Within this document certain words have specific meanings. To help **You** identify these, they are printed in bold throughout. The definitions specific to **Roadside Assistance** are listed below.

### Administrator

means Opteven Services UK Ltd, a company registered in England and Wales with company number 10843451 and whose registered office is at Oxford House, Oxford Road, Thame, Oxfordshire, OX9 2AH.

### Breakdown

means an electrical or mechanical failure, such that the **Vehicle** is rendered immobile, provided that such a failure was not caused by abuse, negligence or failure to take protective and/or preventative measures to ensure minimum damage.

### Roadside Assistance

means assistance (in the form of **Warranty** recovery to such repairs) provided by the **Dealer to You** (via the **Administrator**) under the terms of the **Agreement**.

### Roadside Assistance Annex

means the annex to the **Agreement** setting out additional terms and conditions in respect of **Your Warranty** recovery.

### Roadside Assistance Operators

means third parties and a network of independent agents to deliver **Warranty Recovery** services.

Additional definitions can be found on pages 1 and 2 of this book.

Additional definition details can be found in the Repair Agreement on the pages identified below	
Page 1	Page 2
Administrator	Mechanical Breakdown
Agreement	Period of Cover
Claim	Personal Data
Claim Limit	Repair Arrangements
CMV	Roadside Assistance
Covered Component	Territorial Limits
Data Controller	VAT
Data Protection Law	Vehicle
Dealer	Warranty
Dealer's Maximum Liability	Wear & Tear
EEA	You, Your
Maximum Liability per Covered Component	Your Repair Arrangements

## ROADSIDE ASSISTANCE TERMS & CONDITIONS

### 1. Parties

- (a) The **Dealer**;  
 (b) **You**.

### 2. Roadside Assistance & Warranty Administration

Abide by the general obligations as defined and set out in the **Agreement's** Terms & Conditions. Should your **Agreement Schedule** include reference to **Roadside Assistance** being included the following terms apply.

### 3. Your General Obligations

As defined and set out in Section 3 **Warranty** and Administration.

In order to receive the benefit as set out at clause 3 of this **Agreement's** Terms & Conditions (but subject to the other terms and conditions of this **Agreement**) **You** must:

- (a) Ensure that the driver of the **Vehicle** is in attendance for the **Roadside Assistance** operator; and  
 (b) Attendance only covers the **Vehicle** registered for any driver with the owner's permission and legal capability to drive the **Vehicle**.

### 4. Claims Process

Abide by the general obligations as defined and set out in clause 4 of this **Agreement's** Terms & Conditions.

## 5. General Exclusions from the Warranty Roadside Assistance

As defined and set out in clause 5 of this **Agreement's** Terms & Conditions (but subject to the other terms and conditions of this **Agreement**) the **Dealer** will not provide **Roadside Assistance** in respect of the following:

- (a) After 6 months, **Roadside Assistance** will terminate;  
 (b) Cars and vehicles exceeding 3.5 tonnes gross weight, 5.5 metres (18 feet) in length and 2.3 metres (7 foot 6 inches) wide;  
 (c) Due to a road traffic accident or damage caused by vandalism, fire, theft or attempted theft which renders the **Vehicle** completely immobilised;  
 (d) Any campervan or any **Vehicle** modified to provide living accommodation;  
 (e) **Breakdowns** where **Your Vehicle** is not accessible or cannot be transported safely, legally and without hindrance using a standard transporter or trailer;  
 (f) Due to a second callout when a temporary repair was earlier carried out or if no remedial action has been taken to correct the initial fault;  
 (g) Due to running out of fuel, wrong fuel in **Vehicle**, loss of keys, broken glass and punctures;  
 (h) Storage charges incurred during or after the use of the **Administrator's** services;  
 (i) Faults with a caravan or trailer (that may or may not immobilise the caravan/trailer) when the **Vehicle** is not immobilised;  
 (j) Any charges incurred resulting from **You** breaking down in a location that rescuing the **Vehicle** would be unlawful (including any legal restriction on recovering a **Vehicle** from a European motorway);  
 (k) **Roadside Assistance** cannot be used as a reason for avoiding repair costs; and  
 (l) Neither the **Dealer** nor the **Administrator** accept any responsibility for the transportation of pet animals or livestock within the **Vehicle** at the time of the **Breakdown**.

## ANNEX – WARRANTY ROADSIDE ASSISTANCE ADDITIONAL TERMS & CONDITIONS

### 1. Applicability

The **Dealer** will provide **You** with "Safe & Sound **Roadside Assistance**" for up to a maximum of 6 months from the start date set out in the **Agreement Schedule**.

### 2. Covered Components

The **Vehicle** is covered for call out charges and up to 1 hour's labour charges, at the scene of **Your Breakdown** where **Your Vehicle** is immobilised due to electrical or mechanical faults, or as a result of an accident, within the **Territorial Limits** stated in this **Agreement**.

These are:

- (a) Roadside assistance;  
 (b) Roadside repairs;  
 (c) Assistance at **Your** home;  
 (d) Cover for any driver that is using the registered **Vehicle**, provided that the person has received permission from **You** first and is legally able to drive the **Vehicle**;  
 (e) **Roadside Assistance** of a caravan or trailer attached to **Your Vehicle** at the time of the **Breakdown** up to 7.6 metres in length;  
 (f) Up to 1 hours roadside assistance only; and  
 (g) Up to a maximum of 3 call outs (**Agreement's** Terms & Conditions (5f)).

**Please note:** By utilising **Roadside Assistance** you are agreeing to the general terms and obligations as referenced within this book. Please refer to clauses 6-18 (pages 6 to 8) for details.

### 3. Additional Benefits

If the **Administrator** determines that **Roadside Assistance** should be provided in respect of a valid **Claim**, the **Administrator** may, at its discretion require **You** to:

Provide receipts in order to receive monies under this 'Additional Benefits':

- (i) All monies paid to **You** under this 'Additional Benefits' will be included in the determination as to whether the **Dealer's Maximum Liability** and/or the **Claim Limit** has been reached; and
- (ii) In the event of a **Vehicle Breakdown** the **Administrator** will offer **Roadside Assistance** of any caravan or trailer (to the nearest destination from the attendance point of **Breakdown**).

### 4. Maximum Liability per Covered Component

The **Maximum Liabilities** per **Covered Components** are as follows:

- (a) If **You** break down at the roadside and repairs cannot be carried out within an agreed reasonable period then **You** will be offered one of the following options:
  - (i) The cost of alternative road or rail travel for the driver and up to 4 passengers from the scene of the **Breakdown** to one destination within the **Territorial Limits** stated in this **Agreement**, plus a return journey for one person to collect the **Vehicle** upon completion of repairs; and
  - (ii) Any caravan or trailer attached to the **Vehicle** must be up to a maximum of 7.6 metres (25 feet) in length at the time of the **Breakdown**.
- (b) Call out and up to 1 hour's roadside assistance by one of the **Administrator's** approved **Roadside Assistance** operators to attend the scene of the **Breakdown**, and where possible carry out emergency repairs; and
- (c) If repairs cannot successfully be carried out at the scene of the **Breakdown** then the **Administrator** will pay the cost of **Roadside Assistance** of the **Vehicle**, driver and up to 4 passengers to the nearest destination from the attendance point of **Breakdown**, able to effect a repair, or to **Your** onward destination, or to **Your** home address, whichever is nearer.

### 5. Additional Exclusions

In addition to the exclusions set out at clause 5 of this **Agreement's** Terms & Conditions (but subject to the other terms and conditions of this **Agreement**) the **Dealer** will not provide **Roadside Assistance** in respect of:

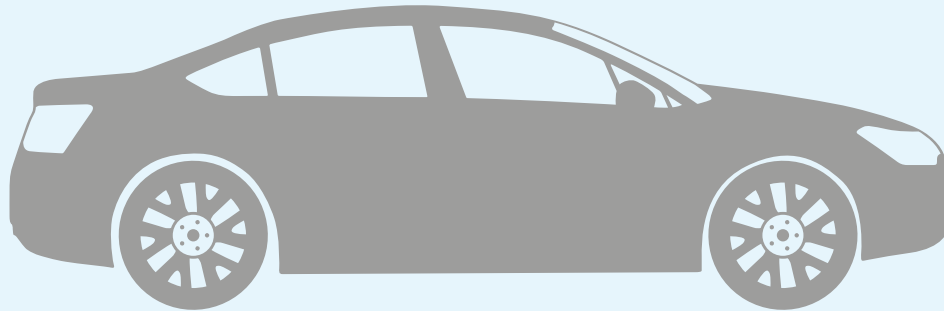
- (a) Any assistance is at the discretion of the **Administrator**. Any **Breakdown** discovered or believed to be excluded from the **Agreement** is chargeable to **You** under current commercial rates before assistance is provided; and
- (b) The **Administrator** will always decide on the best possible way of offering assistance, after taking into account individual circumstances. If the assistance that the **Administrator** offer does not suit **Your** requirements then **You** may request alternative assistance to be arranged for **You** at **Your** own cost:
  - (i) Any toll charges, ferry charges parking charges or traffic congestion charges;
  - (ii) Damaged keys, key fob faults; and
  - (iii) Wheel changes – roadside assistance only (providing that the driver has a serviceable and accessible spare tyre and wheel and is able to provide a manufacturer's key to remove any locking wheel nuts.

**The use of specialist equipment, beyond the use of a standard trailer to recover your Vehicle, may attract an additional charge. The recovery agent will advise of any additional cost at the time of recovery.**

**Please note:**

If **Your Agreement** has lapsed, and we've recovered **You**, the **Administrator** will charge **You** for the service. **You** will be advised of this charge at the time of recovery.

Claims Helpline  
ukclaims@opteven.com  
**0345 222 4540**



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