

Gold Cover Warranty including Breakdown Assistance Terms and Conditions

Welcome

Thank you for choosing The Motoring Organisation for your Warranty.

This document contains the full terms and conditions which should be read along with the Schedule issued to you by the Seller. We have tried to make this wording clear and easy to understand, using plain English wherever possible. However, if you do have any questions, please call Our Customer Services team on 03300 552 080 or email customerservices@tmo.co.uk, who will be happy to help.

This Warranty is available for used vehicles purchased through an appointed Seller or as an extension to a manufacturer's warranty where the vehicle has remaining warranty cover.

If You have any questions regarding the sale or arrangement of this Warranty, please contact Our Customer Services team on 03300 552 080 or email customerservices@tmo.co.uk.

Administration of this Warranty

This is a contract between You and The Motoring Organisation Limited (Registered No 05304919), whose registered office is at Courtwood House, Silver Street Head, Sheffield, South Yorkshire, S1 2DD.

The Motoring Organisation Limited will use their discretion and best endeavours to ensure that You receive a fair and equitable resolution to each and every repair request You make.

This Warranty is administered and claims are handled by The Motoring Organisation Limited.

The Motoring Organisation Limited trading address is at Warranty House, Savile Street East, Sheffield, South Yorkshire, S4 7UQ.

For information on how We process your personal data, please refer to our privacy notice at: www.tmo.co.uk/privacy-policy.

What is this Warranty?

The selling dealer, where applicable, has certain responsibilities under The Consumer Rights Act 2015 to deliver your new vehicle as described, fit for purpose and of satisfactory quality. The aim of this Warranty is to give you the opportunity to help protect yourself against the cost of faults that may develop after delivery of your vehicle.

Eligibility

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

This Warranty does not cover vehicles that;

- are used for hire or reward (e.g. taxi, mini cab, courier or driving tuition);
- are scooters, trikes or quad bikes;
- are over 3,500kg GVW, 2.3m wide or 6.4m in length;
- have been previously recorded as an Insurance total loss;
- have been modified from the manufacturer's standard specification (unless agreed by Us);
- are used for road-racing, rallying, or any other competitive event.

Section 1 - The Warranty

Subject to the correct payment having been paid, this Warranty will contribute towards the cost of repairs required to Your Vehicle, due to unexpected mechanical or electrical Breakdowns occurring within the Period of Cover, limited to the maximum Claim Limit(s) defined under 'Terms used in this Warranty'.

All mechanical and electrical Components of the Vehicle are covered, where they were supplied as part of the manufacturer's original specification, other than the excluded components listed below:

Bodywork, paintwork, light units, interior and exterior trim, seats, seat belt and air bag systems, glass (including mirrors), handles, hinges and fasteners, exhaust systems, wiring, wheels and tyres. Workshop consumables and service/maintenance items which includes, but is not limited to; spark plugs, glow plugs, filters, brake and clutch frictional material, wiper blades and arms, drive belts, pipes and hoses, bulbs, batteries and fuses.

Catalytic converter and diesel particulate filter (DPF) - unless selected as additional cover and the appropriate payments have been paid. Alarms, tracker units, immobilisers, central locking remote control unit, in-car entertainment systems including LCD / television screens, satellite navigation systems, parking cameras, power roof mechanism (are excluded unless additional payment has been paid).

Hybrid & Electric Vehicles

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

In the event of a Valid Claim under this Warranty, the following benefits will apply:

Important

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

Continental use

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

Hotel/Accommodation and rail fare

Should Your Vehicle suffer a mechanical Breakdown away from home and leave You immobile, this Warranty will pay up to £100 inc. VAT toward the cost of Hotel Accommodation or Rail Fare expenses to get You home, (provided the Breakdown results in a Valid Claim under the terms of this Warranty).

Replacement vehicle hire

In the event of a Valid Claim, where the repairs are in excess of 8 hours according to manufacturers standard repair times, this Warranty will contribute up to £50 inc VAT per day towards the cost of hiring a replacement vehicle.

Replacement vehicle hire is limited to a maximum of 7 days for any one claim. The first 24 hours of any rental period or delays resulting from the non availability of parts are excluded.

Effective from 30/01/2020

The Motoring Organisation is a trading style of The Motoring Organisation Limited. Registered office: Courtwood House, Silver Street Head, Sheffield, South Yorkshire, S1 2DD. Registered in England and Wales, Company No.05304919. Group VAT registration: 337 6668 61.

Telephone calls may be monitored and recorded for quality assurance and compliance. You may contact Us using Text Relay. Information is also available in Large Print, Braille and Audio on request. Please call for details.

THE MOTORING ORGANISATION

Optional additional cover

The following will only be included if agreed by the Seller and listed as optional additional items on the Schedule.

Catalytic Converter only

The factory fitted catalytic converter is covered for Breakdown (Excludes blockage, impact damage, incorrect grade or type of fuel, corrosion).

Catalytic Converter with Diesel Particulate Filter (DPF)

The factory fitted catalytic converter including diesel particulate filter (DPF) is covered for Breakdown (Excludes blockage, impact damage, incorrect grade or type of fuel, corrosion). Please note, the DPF is a serviceable item that requires regular regeneration. Please see the manufacturer owner's manual for details.

Power Roof System

Factory fitted convertible power roof motors, solenoids and control ECU.

Manufacturer approved In Car Entertainment and Technology Packs up to £500 (including VAT)

In car entertainment systems including; screens, radio, CD changer, TV, games console, iPad / iPod connections Bluetooth wireless packs, satellite navigation systems, USB interface, on board computer, voice control, alarm fob / immobiliser, parking camera.

For the purpose of clarity:

No claim will be rejected on the grounds of Wear and Tear where the Vehicle has covered less than 60,000 miles and is under 5 years old at the time of the claim.

Oil Seals & Gaskets

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

Timing Belt

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

Casings

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

Working Materials

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

Labour and parts costs

Labour times that can be claimed under this Warranty will be in accordance with the time given in manufacturers standard repair times in line with the rates charged by Our nominated repairers unless agreed beforehand. We may ask the repairer to use guaranteed exchange units or factor parts when repairing Your Vehicle. Any costs We agree will be based on the prices for these parts. Reasonable diagnosis charges will be covered where this forms part of a Valid Claim under this Warranty.

Compensation and costs

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

What is not covered

This Warranty will not cover

1. Any Customer Contribution as detailed in the Schedule.
2. The cost of Components listed as excluded.

3. Damage caused to, or by Components not specifically listed in this document as covered, loss of use or any resultant losses including third party claims or bodily injury.
4. General maintenance or serviceable items.
5. Wear and Tear where the Vehicle is over 5 years old or has covered more than 60,000 miles.
6. Faults which occur during the period of guarantee of a manufacturer or supplier, or items which are subject to manufacturer's recalls, Component updates, software upgrades or repair costs that are recoverable from a third party.
7. Damage caused by impact, accident, fire or flooding, overheating, freezing, corrosion or the intrusion of harmful substances (for example the ingress of water), carbon build-up, use of an incorrect grade of fuel or oil, or lack of antifreeze, lubrication or servicing.
8. Improper use of the Vehicle, neglect or abuse of any kind, or drive on damage after a fault has occurred.
9. Faults that were on the Vehicle at the time of purchase or caused by inadequate servicing or as a result of faulty workmanship.
10. Any repairs not authorised by Us prior to the repair work being carried out or any costs other than those specifically agreed and authorised by Us.
11. Adjustments, the cleaning of Components or diagnostic charges except where this forms part of a Valid Claim under this Warranty.
12. Costs in excess of the equivalent UK specification Vehicle, if Your Vehicle has been imported.
13. Any claim where the vehicle does not have a current MOT Certificate on the date of failure.
14. VAT if You are VAT registered.

How to make a claim

When We authorise a claim We will do so by issuing a unique claim authorisation number. Repairs must not be started until We have given this number to You or Your garage.

If You think that You have a fault which may be covered by this Warranty, You must contact Us in the first instance. The claims telephone number is: 03300 552 079.

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

We will require the following information, so please have this to hand when telephoning.

- The Warranty number and Vehicle registration number.
- Current mileage of Your Vehicle.
- Details of the Vehicle service history.

Our claims handlers will record the details of the Breakdown and advise You of:

- What information We will require.
- The next steps You should take.
- The nearest The Motoring Organisation nominated service centre or repairer.

We have a nationwide network of nominated repairers who are familiar with Our claims and billing procedures. We recommend these repairers wherever possible. If a suitable nominated repairer cannot be located We will agree with You a local alternative.

You should take Your Vehicle to the agreed repairer and give them Your permission to investigate the fault and find the cause of the failure. The garage should then telephone Us to discuss their findings. They must not carry out repairs until We have given permission to do so by issuing an authority number.

Investigation

You must authorise any dismantling of Component(s) for inspection and You will be responsible for the cost incurred if the claim is not covered by this Warranty. We will only pay for dismantling costs as part of a Valid Claim.

Assessing Your claim

We may require an independent opinion of Your claim. We reserve the right to use an independent consulting engineer to inspect Your Vehicle, the failed Components and service history before We authorise a claim. Whilst We will make every effort to ensure this happens with the least delay and inconvenience to You, We shall not be liable for any losses You incur through any delay outside Our control.

Not all the cost of the repair will always be covered by this Warranty. Additional repair costs and those not covered by this Warranty must be paid for by You.

On completion

Wherever possible, We will pay the repairer directly up to the amount authorised. You must make arrangements to cover any costs not covered by this Warranty.

You or the repairer must send Us the original, fully detailed and itemised invoice and any service proof that has been requested. Please make sure that You clearly mark on the invoice, to whom We should make payment. Photocopies of invoices will not be accepted. We will only pay the amount authorised for the claim.

Important: All invoices should be addressed to The Motoring Organisation Limited, Warranty House, Savile Street East, Don Valley, Sheffield, S4 7UQ.

Terms used in this Warranty

What the terms mean

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this document and will appear with an initial capital letter.

- Breakdown(s)** means the sudden and unexpected failure of a Component arising from any permanent mechanical or electrical defect, (for a reason other than Wear and Tear, normal deterioration or negligence) causing a sudden stoppage of its function, necessitating immediate repair or replacement of the Component before normal operation can be resumed.
- Claim Limit(s)** is the maximum amount that can be claimed under this Warranty during the Period of Cover, this being up to the amount shown in the Schedule for any one claim and the current retail value of Your Vehicle at the date of Breakdown for all claims in total. These amounts are inclusive of VAT. Where a Claim Limit is retail value, it will be understood as being the retail value of the Vehicle at the time of the claim, taking into account the mileage and condition adjustments as recommended in Glass's Guide.
- Customer Contribution** means the first amount of any claim that You are responsible for on each and every claim under this Warranty. The Customer Contribution will be detailed on the Schedule.
- Component(s)** means any mechanical, electrical or electronic Components which form part of the Vehicle manufacturer's original specification, detailed as covered in the section headed 'Section 1 - The Warranty'.
- Geographical Limits** means the area in which this Warranty is effective, this being The United Kingdom (including Northern Ireland).

- Glass's Guide**
Glass's Guide means the vehicle values guide published monthly by Glass's Information Services Limited used by the Insurance Industry in assessing vehicle values based on the adjusted retail valuation.
- Issue Date** will be confirmed in the Schedule, being the date on which You either concluded this contract of Warranty or the day on which You receive the contractual terms and conditions.
- Mainland Europe** means Republic of Ireland, Channel Islands, Isle of Man, all islands of the Mediterranean (excluding Northern Cyprus) and the following countries of Mainland Europe: Andorra, Austria, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden and Switzerland. Cover does not apply to territories beyond Mainland Europe.
- Period of Cover** means the length of time that this Warranty operates as stated in the Schedule.
- Start Date** means the date on which this Warranty starts as shown in the Schedule. Where You renew this Warranty, the Start Date shall mean the day following the date on which Your existing cover expires. Where the manufacturer's cover has expired due to the mileage covered by the Vehicle, the Start Date may be brought forward subject to Our prior agreement. Please see the section headed General Conditions.
- Schedule** means the part of this Warranty that contains details of You and Your Vehicle, cover selected, the Period of Warranty, Claim Limits and any applicable Customer Contribution.
- Seller** means the appointed selling dealer or agent through whom this Warranty was arranged.
- Warranty** means the cover detailed in this document.
- Valid Claim** means a claim that is covered under this Warranty which has been agreed by Us and an authorisation number issued to You or Your repairer.
- Vehicle** means the Vehicle shown on the Schedule.
- We / Us / Our** means The Motoring Organisation Limited.
- Wear and Tear** means damage to Components which have reached the end of their normal effective working lives because of gradual reduction in operating performance.
- You / Your / Yourself** means the holder named in the Schedule.

Section 2 - Breakdown Assistance - UK Only

The Warranty includes Breakdown Assistance for the duration of cover. If your vehicle suffers a Breakdown, we will make arrangements for a specialist recovery agent to attend at the scene of the Breakdown.

If you Breakdown and need Assistance, please call: 03300 552 082

What is included under the Breakdown Assistance?

Breakdown at the roadside

The appointed agent will provide roadside assistance throughout the UK, 24 hours a day, every day of the year if your vehicle is stranded on the highway as a result of a Breakdown. The aim is to fix your vehicle, but if it cannot be fixed at the roadside within a reasonable time, it will be taken to the nearest garage or to a local destination of your choice, provided it is no further;

Home Start

The Warranty provides all the benefits of Breakdown Assistance at your vehicle's registered address;

Recovery

If it is not possible to fix your vehicle at the roadside or arrange a prompt local repair, you and your vehicle can be transported to a UK mainland destination of your choice. This means you can choose to be taken home, to your destination or anywhere else on the UK mainland.

Assistance will also be provided for a caravan or trailer which was on tow at the time of the breakdown, provided that the combined dimensions fall within the limits below.

- Maximum Vehicle Weight: 3.5 tonnes (3,500kg) gross vehicle weight
- Maximum Vehicle Width: 7ft 6in (2.3m)
- Maximum Vehicle Length: 6.4m (21ft)

Breakdown Assistance is limited to UK only.

For the purpose of the Warranty, Breakdown shall mean

An event that renders the vehicle un-drivable and causes the vehicle to be unable to start its journey or brings it to an involuntary halt during its journey due to a component Breakdown or a malfunction.

The Breakdown Assistance will not include the cost of Breakdown or assistance resulting from;

- Road traffic accidents, vandalism, theft, flood or frost damage, off road incidents or where your vehicle is stuck in mud, sand, snow or water;
- The cost of spare parts, fuel or miss fuels, oil, keys and locksmith charges or other materials required to repair your vehicle or any supplier delivery or call-out charges related to these items;
- The cost of Ferry, Toll or Congestion charges;
- The cost of any labour, other than that provided by the appointed agent under the Breakdown Assistance element of the Warranty;
- Any additional transport costs or any incidental expenses that may arise during a recovery.
- Routine maintenance and running repairs;
- Assistance following a Breakdown attended by the police, highways agency or other emergency service, until the services concerned have authorised your vehicle's removal. If the police, highways agency or emergency service insist on recovery by a third party, the cost of this must be met by you;
- A second or subsequent recovery, after your vehicle has been recovered following a Breakdown;
- Any incident relating to the same or a similar cause of Breakdown to that which the appointed agent attended within the preceding 28 days. It is your responsibility to make sure that emergency repairs carried are, where appropriate, followed as soon as possible by a permanent repair;

General rights to refuse service

The appointed agent reserves the right to refuse to provide or arrange Breakdown Assistance where;

- You are not with your vehicle at the time of the Breakdown and you are unable to be present at the time assistance arrives;
- In their reasonable opinion, your vehicle was, immediately before Breakdown, dangerous, overladen, un-roadworthy or could not otherwise have been lawfully used on the public highway;
- In their reasonable opinion, the giving of service would involve any breach of the law;
- In their reasonable opinion, there has been an unreasonable delay in reporting the Breakdown;

- You cannot produce proof of a valid Warranty and some other form of identification. In this event the appointed agent may offer to provide service subject to immediate payment (by credit, debit or switch card) of the usual fees for the relevant service required. The fees paid may be fully refunded through the Warranty if it can be established that the relevant level of service entitlement was held at the time of the Breakdown;
- In their reasonable opinion it is considered that you or anyone accompanying you is behaving or has behaved in a threatening or abusive manner to the appointed agent's employees, or to any third party contractor, or; you have falsely represented that you are entitled to services that you are not, or; you have assisted another person in accessing services to which they are not entitled.

General conditions applying to both sections

You must comply with the following conditions to have the full protection from this Warranty.

1. This Warranty is not valid until You have received the Schedule and the relevant payment has been paid by You.
2. It is Your responsibility to ensure that Your Vehicle is serviced in line with the manufacturer's recommendations and maintained in a legal and roadworthy condition at all times. This Warranty will not cover faults attributable to or caused by lack of routine or regular maintenance.
3. You should familiarise Yourself with the warning devices and gauges on Your Vehicle and act upon them where they are indicating a problem. You must not continue to drive the Vehicle if a problem is evident as this could cause further damage to Your Vehicle. Any such drive on damage is not covered by this Warranty.
4. In the event of a fault occurring, You must notify Us as soon as possible but in any event within 14 days from the point that You become aware of the problem. You must cooperate fully with Us and keep Us informed of any developments or progress of the claim.
5. If You, or anyone acting on Your behalf or with Your knowledge or consent has used any fraudulent means, including inflating or exaggerating costs or submitting falsified documents, this Warranty shall automatically be terminated, with all benefits being forfeited and legal proceedings commenced for recovery of any damages suffered by Us. We will take necessary action to recover any previous paid claims, there will be no refund of any payment and this information may be shared with other companies.
6. We reserve the right to take legal proceedings in Your name, at Our own expense to recover any costs or damages paid out under this Warranty to anyone else. If You recover any costs or damages previously paid under this Warranty from any other party such costs or damages must immediately be repaid to Us.
7. The Period of Warranty will be as stated on the Schedule. Where the Vehicle is covered by a manufacturer's warranty the Start Date will be set to start at the end of the manufacturer's warranty period. The manufacturer's warranty may be on a time or mileage basis and in some circumstances You may exceed the manufacturer's maximum mileage limit prior to the specified Start Date of this Warranty. Should this be the case You must contact Us to bring the Start Date forward. We will start the Warranty cover from the date of notification, which will run for the term stated in the Schedule, ensuring that You have no interruption in cover. There will be no charge for this service.
8. This Warranty is an addition to Your statutory rights if Your Vehicle is found to be unfit for use or not of satisfactory quality.
9. Unless We have agreed otherwise in writing, the Contract will be governed by English law. Contractually and legally this contract operates on a discretionary basis. This warranty falls outside the jurisdiction of the Financial Conduct Authority and is not a contract of Insurance. The Warranty contract is governed by the Office of Fair Trading (OFT) and the Chartered Trading Standards Institute (CTSI).

10. Unless expressly stated, nothing in this Warranty will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999. This condition does not affect any right or remedy of any person, which exists or is available otherwise than pursuant to that Act.
11. The Motoring Organisation Limited accept no liability for the lack of availability of parts or excessive delivery times.
12. No refund or part return of payment is available under this Warranty. The Warranty cannot be transferred to another vehicle or new owner.
13. You and The Motoring Organisation Limited are contracted on a discretionary Warranty basis. We use this discretion and Our best endeavours to ensure that You receive a fair and equitable resolution to each repair request You make. In the event of any complaint which cannot be resolved to your satisfaction The Motoring Organisation Limited is the final arbiter for the exercise of this discretion. This does not affect your statutory rights.
14. The geographical limits of the Warranty is the United Kingdom except for use as described under 'Continental Use'.

Cancellation

1. You may cancel this Warranty within 14 days of the Issue Date or the date on which You receive the contractual terms and conditions whichever occurs the later and obtain a full refund. If We have made a claim payment to You or on Your behalf during this time the total value of claims paid will be deducted from any refund due. Any refund of payment will be processed by the selling dealer.
2. After 14 days You may cancel this Warranty but no refund of payment is available.

Our commitment to good service

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

Complaints and feedback

How to make a complaint

We hope that You will be pleased with the service provided.

In the unlikely event you wish to raise a concern, You should contact the Us in the first instance on 03300 552 080.

If We are unable to resolve Your concern and You wish to raise a formal complaint, please write to Us at the following address:

Customer Services Manager

The Motoring Organisation
Warranty House
Savile Street East
Sheffield
S4 7UQ.

Once received, We will acknowledge Your complaint and a dedicated member of Our team will carry out a full investigation. We aim to provide an outcome to complaints within 5 working days.

For more complex cases, We may need more time to issue Our response. We aim to keep all of our customers updated with any developments during Our review. In any event, within 8 weeks of receiving a complaint, all customers will be sent:

- a final response; or
- a response which explains why the complaint is not yet resolved and when We expect to issue Our final response.

Please make sure You always quote the Warranty number from the Schedule.

This complaints procedure does not affect Your statutory rights.

Data protection

How do we use your data in relation to this Warranty?

The Seller and The Motoring Organisation are each Data Controllers in their own right.

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

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

If you would like to know more about how We use your data, please refer to their privacy policy at www.tmo.co.uk/privacy-policy.

We take Your privacy seriously and employ a number of safeguards to protect Your personal data. We treat Your information with the highest standards of confidentiality and security and We are committed to protecting Your privacy. We will only use the information that We collect about You lawfully, in accordance with the General Data Protection Regulation (GDPR), the Data Protection Act (2018), the Privacy and Electronic Communications Act (2003) and other regulatory requirements. Where You provide personal information, We will only use it to deliver the services You have requested. We will never collect sensitive information about You without Your explicit consent. The information We hold will be accurate and up to date. You can check the information that We hold about you at any time by writing to Us via email or post. The personal information which We hold will be held securely in accordance with Our internal security and regulatory requirements. We will hold Your information for the purpose(s) of administering Your product and marketing. If You don't want to receive any marketing from Us, please contact Us at:

Post: **Customer Services**
The Motoring Organisation
Warranty House
Savile Street East
Sheffield
S4 7UQ.

Email: customerservices@tmo.co.uk

How to contact us

The Motoring Organisation

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

Important telephone numbers:

Claims Line: _____ 03300 552 079

Customer Services: _____ 03300 552 080

Email: _____ customerservices@tmo.co.uk

Calls to these numbers are recorded for training and security purposes.