



Repair & Maintenance Agreement

Agreement Schedule

This agreement is not valid until you receive the schedule by email or by post.

(Please attach to the inside front cover of the booklet upon receipt).

Automobile

Repair & Maintenance Agreement

Welcome

Dear Motorist,

We congratulate you on the acquisition of your new vehicle.

This agreement covers various vehicle components (please refer to the application form for verification of your agreement type). Please read this agreement carefully to familiarise yourself with all of the terms and conditions.



John Colinswood
Managing Director
Vehicle Guarantee Services Limited

Advice and assistance available 24 hours a day every day.

Tel: 0844 477 4909 or 01844 293 810.

0844 477 4909 calls will be charged at 5p per minute, plus your telephone company access charge.

Important Notice:

As a non-insured product this agreement falls outside the remit of the Financial Conduct Authority (FCA) & The Financial Ombudsman Service.

If you do not have a schedule attached to the inside front cover of this booklet, you will receive one by email or by post within 21 days.

Please attach to the inside front cover of the booklet on receipt.

You will receive a validation letter within 21 days. If however you do not receive this please call 0844 477 4909 or 01844 293 810.

VGS - 037 Nov 2019

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Terms & Conditions

Vehicle Guarantee Services is the company that administers this Agreement.

This is a private company limited by shares and incorporated in England.

1. This agreement will pay out for mechanical items which have actually broken, or in the event of an electrical component by complete failure. This agreement does not cover wear and tear, normal deterioration or acts of negligence or driver abuse which render components inoperative.

This agreement does not cover items which have come to the end of their natural lives or any part that has not failed but is recommended by the manufacturer as good working practice to replace or maintain.

2. This agreement will reimburse you for parts, labour and VAT subject to the compliance of (How to receive service under this Agreement), the maximum payout as shown on the agreement application and any reduction due to betterment or improvement of the vehicle, or its components.

3. You will be covered by this agreement once the agreement application form has been received and accepted by us and the relevant fee has been paid.

4. LEGAL JURISDICTION

This agreement will be governed by the law of England and Wales unless the agreement was enacted in Scotland, in which case the law of Scotland applies.

5. This agreement does not cover vehicles used for any form of hire or reward including courier work (excluding commercial vehicles up to 3,500kg). Commercial vehicles are covered for a maximum of 1,500 miles per month during the period of the agreement.

6. This agreement does not cover any form of accident howsoever caused. This would be covered by your road risk insurance policy.

7. This agreement does not cover vehicles that have been modified from the manufacturers' original design.

8. No part of this agreement may be altered without the written consent of VGS.

9. In the event of a malfunction occurring, you should stop and obtain advice as appropriate to ensure that you do not incur extra damage which is not covered by this agreement. We can only accept repairs reported within the term of this agreement.

10. This agreement does not offer any reimbursement for any repairs that have not gone through the "How to receive service under this agreement" section.

11. This agreement will come to an end if any attempt is made to commit fraud.

12. If the vehicle is sold or disposed of, this agreement will come to an end unless the transfer procedure is followed and the transfer accepted.

13. The agreement will only be transferred to another private individual. In the event of your death, we will transfer the remainder of the agreement to an immediate relative without charge.

14. In the event of you wishing to receive service under this agreement, we reserve the following rights:

- (a) To appoint the repairer of the vehicle;
- (b) To have the vehicle examined by an independent assessor, the result of which will be binding on all parties.

15. In the event of liability being accepted, we reserve the right to deduct an amount taking into consideration wear and tear according to the vehicles age and mileage.

16. This agreement will only pay for one repair on any of the parts listed (i.e. we do not pay twice for the same listed part). There is no limit to the number of repairs.

- (a) The right is reserved to use reconditioned or exchange parts.
- (b) Repair times will be assessed using the Autodata Repair Times Manual (diagnosis time is specifically excluded).

17. If more than one part has failed at the time you contact the Administrator, it will be dealt with as one claim.

18. The claim limit selected will determine the amount payable on each and every claim, up to the aggregate current market value of the vehicle.

19. This agreement does not cover fire, perishable rubber items, collision, frost, snow, ice, flooding, storm, freezing, corrosion, fabric and stitching, wear and tear, cracked blocks, cracked cylinder heads, burnt valves, fluid leaks, water ingress, carbon build up, brake and clutch friction material or faulty workmanship of any description.

20. This Agreement does not cover component failure due to lack of lubrication, failure to check other fluid levels and adjusting where necessary or ignoring any warning signals, gauges or lights.

Any damage caused by a failure to replace the camshaft timing belt in accordance with the manufacturer's recommendations.

21. This agreement does not cover off road use.

22. This agreement does not cover exhaust emission MOT failures.

23. This agreement does not cover the incorrect grade/use of fuel.

24. This agreement does not cover bodily injury/death, accidental damage or any other damage howsoever caused.

25. This agreement does not cover inherent faults of any description.

Any fault that is present at the time of purchase.

26. **THIS IS VERY IMPORTANT** – You are responsible for ensuring that your vehicle is maintained in accordance with the manufacturers' recommendations. After servicing becomes due, you have a maximum of 500 miles or 21 days (whichever is the sooner) to have the service completed. If you exceed this, the agreement will come to an end and no refund will be given. All relevant vehicle V.A.T. service invoices must be retained as they will be required in the event of you making a claim under this agreement.

27. This agreement does not cover consequential damage howsoever caused.

28. This agreement does not cover any consequential losses or third party claims, bodily injury, road hazard, fire damage or any other losses how so ever caused.

29. This Agreement does not cover:

- a) Parts being subject to a recall by the manufacturer.
- b) The failure of a part which is under any manufacturer's warranty or supplier's warranty.

30. **Service Record**

Only a fully documented receipt from a VAT registered garage showing date, mileage and work carried out will be accepted as proof of servicing. These documents must be retained as VGS reserve the right to inspect receipts to ensure compliance.

31. The vehicle must be maintained at all times in a roadworthy condition. The vehicle must be insured, taxed and have a current MOT certificate in accordance with the law. The vehicle must be regularly serviced which must be carried out at a V.A.T. registered garage, in accordance with the manufacturer's recommendations.

Failure to comply with any of the above will invalidate the agreement.

32. This agreement is in addition to any Legal rights that might apply.

33. **Your Right of Cancellation**

You have 14 days to cancel Your Agreement starting from the date you enter into the Agreement, or, if different the date You receive the Agreement documentation. To cancel please write to the Administrator or call 0844 477 4909 or 01844 293 810 **(0844 477 4909 calls will be charged at 5p per minute, plus your telephone company access charge).**

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.

34. **Complaints Procedure**

If you have any enquiry or complaint about your Agreement, you should in the first instance write to the Scheme Administrator at:

Vehicle Guarantee Services Limited, Oxford House, Oxford Road, Thame, Oxon OX9 2AH

35. **GDPR - General Data Protection Rules**

The data supplied by you will only be used by us and no other reason other than renewal and the offering of any products sold via the WMS group Ltd and its services as well as the purposes of processing your membership agreement, including underwriting, administration, motor garages, engineers, repairers, police and insurers etc. and handling any claim which may arise.

The data supplied will not be passed to any 3rd parties other than those which we have mentioned hereon. It is important that the data you have supplied is kept up to date. You should therefore notify us promptly of any changes. We may monitor and record telephone calls for service and staff training purposes.

Your Rights

You have a legal right to access your information we hold and the right to be, withdrawn, adjusted, forgotten, erased or to complain to us at any time (other than what is necessary for us to carry out our duties to you.) Your data request in the first instance will be free of charge when we make these adjustments. We will comply with your request and confirm that the correct action has been taken in such an event.

Please contact us on 01844 293810 or alternatively e mail our Data Protection Officer on DPO@wmsgroup.co.uk

How to receive service under this Agreement

STEP 1

When a fault occurs with your vehicle, please telephone the claims department with the current vehicle mileage to ascertain if it will be covered under your agreement. Telephone our claims dept on 0844 477 4909 or 01844 293 810 who will advise you of your local approved repairer.

0844 477 4909 calls will be charged at 5p per minute, plus your telephone company access charge.

If you wish to use your own repairer, we will agree costs with them at the same parts and hourly labour rate as our network repairers charge.

You will be responsible for any excess parts and labour charges.

STEP 2

We do not cover diagnostics.

It may be necessary for parts to be dismantled to establish whether we have a liability under this agreement or not, if we do accept this repair we will cover the cost of dismantling to form part of the maximum claim limit. If we do not accept the cost of this repair you will be responsible for the costs of dismantling.

STEP 3

If in the event that we accept responsibility under this agreement, we will issue a repair authority number.

NOTE: We will use service exchange or reconditioned parts if applicable and we will only pay in accordance with Autodata repair times.

STEP 4

In the event of a dispute in respect to liability we will, if necessary, instruct a professional independent assessor to decide as to the liability.

STEP 5

We must be notified within 7 days of any occurrence on which we may have a responsibility.

STEP 6

Once a claim number has been issued you have 3 months in which to submit the invoice for payment. After this period of time the claim will lapse and no reimbursement is possible.

What to do with your invoice

- (a) Ensure that the invoice is made out to VGS, this is vital to allow us to reimburse any agreed VAT content
- (b) Ensure that the repair authorisation code is clearly marked on the invoice.
- (c) Ensure any service invoices are included (if applicable).
- (d) State clearly who we are to pay.
- (e) Send to the address as shown on the back cover.

ANY REPAIRS CARRIED OUT WITHOUT PRIOR AUTHORITY WILL NOT BE REIMBURSED.

ONCE A FAULT HAS BEEN REGISTERED, THE WMS GROUP RESERVE THE RIGHT TO CONTACT REPAIRERS AND DISCUSS POTENTIAL LIABILITIES UNDER THE REPAIR AGREEMENT.

Extra Benefits

In the event that you require service under this agreement, we offer the following extra benefits in the event that we have accepted responsibility under this agreement:

- a) We offer return rail fares or hotel expenses with a limit of £60 including VAT if the vehicle is rendered totally immobile and we have accepted responsibility for the repair.
- b) This agreement will cover you within the European Union for up to 30 days; you must however comply with the procedure on How To Receive Service Under This Agreement, and we will pay the liability at the prevailing currency exchange rates.
- c) Renewal – We will offer you the opportunity to renew this agreement in most cases.
- d) Transfer – We will consider a transfer of ownership to a private individual (unconnected to the Motortrade) and will require the transfer of ownership form completed and a cheque or card payment for £25 payable to VGS. You have a maximum of 7 days to apply for a transfer. We reserve the right to decline any transfer without providing an explanation (if the request is denied we will return your cheque).

This agreement cannot be transferred to another vehicle.

Transfer of Ownership Form

Name of New Owner: _____

Address: _____

Agreement Number: _____

Registration Number: _____

Telephone Number: _____

Email: _____

Present Mileage: _____

Date Purchased: _____

Signature: _____

We are unable to transfer this agreement to another vehicle.

We reserve the right to decline any renewal or transfer without explanation.
Please forward the completed form to:

The WMS Group, Oxford House, Oxford Road, Thame, Oxon OX9 2AH

Cheque ☐ Credit/debit card ☐

WMS will call for card payment if the transfer is accepted.

2 Star Agreement

This Agreement applies to vehicles which are purchased over £1,000.

Only the following listed parts are covered by this agreement.

Engine - internal components

Valve assembly, inlet and exhaust valves, valve guides and springs (excluding burnt valves and decokes), cylinder head (excluding cracks and overheating damage), push rods, camshaft and cam followers, timing chains and timing chain tensioner, oil pump, pistons and rings, cylinder bores, gudgeon pins, con rods and bearings, crankshaft and bearings, flywheel and ring gear, distributor drive.

Manual Gearbox & Transfer Box - internal components only

Gears, shafts, synchromesh hubs, selectors, bearings, speedometer drive, overdrive units (when fitted), solenoid (excluding gear cables, linkages, electronic actuators).

Automatic Gearbox - internal components only

Gears, oil pump, shafts, clutches, brake bands, bearings, governors, servos, torque converter, drive plate, valve block, modulator valve, speedometer drive.

Drive System

Crown wheel, pinion, drive shaft, planet gears, bevel gears and bearings.

Electrical

Alternator, starter.

Brakes

Master cylinder.

Cooling System

Thermostat, mechanical water pump (excluding electric pumps).

Casings

In the event of a covered item causing damage to a casing then the casing will form part of the maximum claim liability.

EXCLUDED FROM THIS AGREEMENT ALL PARTS NOT LISTED ABOVE.

For further details please refer to Terms & Conditions.

3 Star Agreement

This Agreement applies to vehicles which are purchased over £1,500.

Only the following listed parts are covered by this agreement.

Engine - internal components

Valve assembly, inlet and exhaust valves, valve guides and springs (excluding burnt valves and decokes), cylinder head (excluding cracks and overheating damage), stretched head bolts, push rods, camshaft and cam followers, timing chains and timing chain tensioner, oil pump, pistons and rings, cylinder bores, gudgeon pins, con rods and bearings, crankshaft and bearings, flywheel and ring gear, distributor drive.

Camshaft Timing Belt

Providing there is proof that the manufacturer's replacement recommendations have been complied with and they are free from oil contamination.

Manual Gearbox & Transfer Box - internal components only

Gears, shafts, synchromesh hubs, selectors, bearings, speedometer drive, overdrive units (when fitted), solenoid (excluding gear cables, linkages, electronic actuators).

Automatic Gearbox - internal components only

Gears, oil pump, shafts, clutches, brake bands, bearings, governors, servos, torque converter, drive plate, valve block, modulator valve, speedometer drive.

Drive System

Crown wheel, pinion, drive shaft, planet gears, bevel gears and bearings.

Clutch

Centre plate only covered for oil contamination, pressure plate, thrust bearing, clutch fork, master cylinder, slave cylinder.

Brakes

Master cylinder, disc brake calipers (excluding seizure and electric motors).

Propshaft

Propshaft, universal joints and bearings.

Wheel Bearings

Front and rear.

Suspension

Coil springs, front and rear.

Fuel System

Mechanical/Electrical fuel pump.

Cooling System

Head gasket, thermostat, mechanical water pump (excluding electric pumps and pulleys).

Electrical

Alternator, starter motor, front and rear windscreen wiper motors and indicator relay.

Casings

In the event of a covered items causing damage to a casing then the casing will form part of the maximum claim liability.

Vehicle Recovery

In the event of a valid claim, Tow-in charges up to £20 including VAT will form part of the maximum claims liability.

Unless the vehicle has a Rescue & Recovery Breakdown Agreement.

EXCLUDED FROM THIS AGREEMENT ALL PARTS NOT LISTED ABOVE.

For further details please refer to Terms & Conditions.

4 Star Agreement

This Agreement applies to vehicles which are up to 10 years old and have covered less than 100,000 miles.

Only the following listed parts are covered by this agreement.

Engine - internal components

Valve assembly, inlet and exhaust valves, valve guides and springs (excluding burnt valves and decokes), cylinder head (excluding cracks and overheating damage), stretched head bolts, push rods, camshaft and cam followers, timing chains and timing chain tensioner, oil pump, pistons and rings, cylinder bores, gudgeon pins, con rods and bearings, crankshaft and bearings, flywheel and ring gear, distributor drive.

Camshaft Timing Belt

Providing there is proof that the manufacturer's replacement recommendations have been complied with and they are free from oil contamination.

Manual Gearbox & Transfer Box - internal components only

Gears, shafts, synchromesh hubs, selectors, bearings, speedometer drive, overdrive units (when fitted), solenoid (excluding gear cables, linkages, electronic actuators).

Automatic Gearbox - internal components only

Gears, oil pump, shafts, clutches, brake bands, bearings, governors, servos, torque converter, drive plate, valve block, modulator valve, speedometer drive.

Turbo

The complete unit (including wastegate, if it is an integral part of the turbo unit and cannot be purchased separately).

The agreement applies only:

- If the turbo is fitted as part of the manufacturer's original specifications.

Drive System (front/rear)

Crown wheel and pinion, bearings, planet gears, bevel gears, drive shafts, constant velocity joints, 4 wheel drive units.

Excluding: rubber gaiters.

Brakes

Master cylinder, wheel cylinders, brake calipers (excluding seizure and electric motors), servo, brake pumps, brake limiter valve, ABS computer/pumps.

Steering

Power steering rack, power steering pump, steering box, steering idler, steering column, (excluding leaks, electric locks, E.C.U.). Pressure pipes.

Cooling System

Water pump, head gasket, thermostat, heater matrix, electric fan motor, viscous fan coupling, radiator (excluding electric pump and pulleys).

Air Conditioning

Air conditioning pump (excluding pulleys if available as a separate component).

Propshaft

Propshaft, universal joints and bearings.

Fuel System - petrol/diesel

Mechanical/electrical fuel pump, air mass meter, E.G.R. valve, idle control valve (excluding injectors).

Front/Rear Suspension

Shock absorbers, coil springs, upper and lower wishbones, ball joints, swivel joints, McPherson struts, suspension arms, anti-roll bar, self levelling units and reservoir pump and regulator valves, displacer, hydro-pneumatic system (excluding leaks and bushes).

Wheel Bearings

Front and rear wheel bearings.

Clutch

Centre plate only covered for oil contamination, pressure plate, thrust bearing, clutch fork, master cylinder, slave cylinder.

Electrics

Starter motor, alternator, coil, distributor, E.C.U. (engine only), front and rear windscreen wiper motors, heater fan motor, indicator relay, electric window motor, sun roof motor, centralised locking solenoids, cruise control actuator and control unit only. (Front and rear heated screens and elements are excluded from cover).

Casings

In the event of a covered item causing damage to a casing then the casing will form part of the maximum claim liability.

Car Hire

In the event of an agreed repair and provided that the repair time is in accordance with Autodata schedules is in excess of 8 hours, a maximum of £20 per day inclusive of VAT (excluding petrol and insurance) may be reimbursed for up to a maximum of 5 days, (related to the actual repair times from the time repairs Commence) and provided that car hire is authorised by us prior to the start of the hire period.

This will form part of the maximum claim liability.

Vehicle Recovery

In the event of an agreed repair, Tow-in charges up to £50 including VAT will form part of the maximum repair payout.

Unless the vehicle has a Rescue & Recovery Breakdown Agreement.

EXCLUDED FROM THIS AGREEMENT ALL PARTS NOT LISTED ABOVE.

For further details please refer to Terms & Conditions.

5 Star Agreement

This Agreement applies to vehicles which are up to 5 years old and have covered less than 60,000 miles.

Parts Covered

During the specified period almost all of the original manufacturer's mechanical and electrical components of the vehicle are covered against total failure except those listed under exclusions. Full terms and conditions are set out in this agreement.

Cover includes:

Turbo/Supercharger (factory fitted)

Air Conditioning (factory fitted)

Camshaft Timing Belt

Providing there is proof that the manufacturer's replacement recommendations have been complied with and they are free from oil contamination.

Exclusions

Chassis, bodywork, interior and exterior trim, locks, catches, latches, glass, panoramic sunroof, fabric roofs, tyres, batteries (including hybrid batteries), exhaust systems, exhaust manifold, diesel particulate filters, catalytic converter, glow plugs, fuel tanks, brake discs, brake drums, seized brake calipers, brake & clutch friction material, wiring looms, road wheels, incorrect fuel, clearing of fuel lines, water ingress, injectors, oil seals and gaskets (except head gasket), any sealing material or compound, satellite navigation, in-car entertainment, head up display, tracker systems, carbon build up, core plugs, heater elements, centralised locking pumps, car telephone, air bags, sensors, software, software updates and / or adjustments, keys, key cards, remote fobs, all light units, bulbs including gas filled, LED's, Xenon starter units, air conditioning recharging, anti-freeze, lubricants, filters, transmission fluids, external oil or fluid leaks, hoses & pipes, hardware e.g. bolts and fixings, perishable rubber items, pulleys/dampers, serviceable and ancillary items. Instrument gauges are covered only in the event of a single gauge which can be replaced separately not as a cluster.

Electric & Hybrid Vehicles

Cover

Electric motor, electric controller, AC/DC converter.

Exclusions

Charging socket, wiring and HV cabling, HV battery housing, HV batteries / cells / modules, HV battery cooling, HV battery vent unit, electric charging cable (HV = High Voltage).

Casings

In the event of a part included in this agreement causing damage to a casing then the casing will form part of the maximum claim liability.

Car Hire

In the event of an agreed repair and provided that the repair time is in accordance with Autodata schedules is in excess of 8 hours, a maximum of £20 per day inclusive of VAT (excluding petrol and insurance) may be claimed for up to a maximum of 5 days, (related to the actual repair times from the time repairs Commence) and provided that car hire is authorised by us prior to the start of the hire period.

This will form part of the maximum claim liability.

Vehicle Recovery

In the event of an agreed repair, Tow-in charges up to £50 including VAT will form part of the maximum repair payout.

Unless the vehicle has a Rescue & Recovery Breakdown Agreement.

For further details please refer to Terms & Conditions.

VGS Rescue Recovery (if applicable)

United Kingdom Cover

Important Notice: As a non-insured product this agreement falls outside the remit of the Financial Conduct Authority (FCA) and The Financial Ombudsman Service.

In the event of a breakdown call 0800 888 6247

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 membership. If you have any questions or if you would like more information, please contact WMS Rescue & Recovery on **0113 487 8720**.

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

- Your Agreement Number
- Your name
- Exact location of vehicle
- Nature of breakdown
- Registration number of vehicle

We will then arrange for one of our Rescue & Recovery Team to attend the given location, as quickly as possible.

During the period of cover you are entitled to contact us up to a maximum of 6 times a year for breakdown assistance; your agreement will then become cancelled after the sixth callout with no refund of premium being allowable.

Our Rescue & Recovery Team are available 24 hours a day, 365 days a year.

Your Cover

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 within the Territorial Limits stated in this agreement.

Change of Vehicle

You are only covered for the vehicle registered at inception of membership unless you have previously notified us of a change of vehicle 48 hour's prior to a breakdown. You may change the vehicle on your agreement up to 4 times in any period of membership. All change of vehicles have a 48 hour inception period. Temporary change of vehicles are excluded from this agreement.

Change of Address

Assistance at your home is only covered at the address registered at inception. If you change address please notify us immediately.

Period of Cover

The agreement is for the period as stated on your agreement schedule.

Summary of Cover

- Roadside assistance
- Roadside repairs
- Assistance at your home
- Recovery to any destination (home or garage) within a 10 mile radius from the attendance point of breakdown. Each mile thereafter will be charged at £2.05 per mile (inc VAT).

- 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.
- Cover for cars and motorcycle up to 3.5 tonnes (excluding any vehicles with living accommodation)
- Recovery of a caravan or trailer attached to your vehicle at the time of the breakdown up to 7.6 metres in length.
- Up to 1 hours roadside assistance only.
- Up to a maximum of 6 call outs a year
- 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).

What is not covered

- Labour charges in excess of one hour.
- Cost of replacement parts, fuel or materials used in a repair.
- Toll charges, ferry charges, parking charges, traffic congestion charges.
- Storage charges incurred during or after the use of our services.
- More than 6 call outs a year.
- Running out of fuel, wrong fuel in vehicle, loss of keys, broken glass.
- Any vehicle not able to provide a serviceable and/or accessible spare tyre for wheel changes (or vehicle does not come with a spare tyre as a standard fitment).
- Damaged keys, key fob faults.
- Any campervan or any vehicle (modified to) provide living accommodation.
- A second use of our services if no remedial action has been taken to correct the initial fault.
- Faults with a caravan or trailer (that may or may not immobilise the caravan/trailer) when the vehicle is not immobilised.

Definitions

We, Us, Our

WMS Rescue Ltd, Suite 42 & 43, Turnberry Park Road, Morley, Leeds, LS27 7LE

Head Office, Oxford House, Oxford Road, Thame, Oxon OX9 2AH

You, Your

The person who has taken out the agreement, being a permanent UK resident

Vehicle

The vehicle owned by you and declared to us and used exclusively for Personal / non-Commercial use.

Territorial limit

The United Kingdom including Scottish Islands (Subject to approval by the provider).

Breakdown

Breakdown means an electrical or mechanical failure or a road traffic accident or damage caused by vandalism, fire, theft or attempted theft which renders the vehicle completely immobilised.

In the event of a non fault road traffic accident you will be required to pay for the assistance, and submit to your insurer as a third party claim.

Recovery Operators

WMS Rescue Ltd has dedicated service engineers. This may be supplemented by the use of independent agents.

Terms and Conditions and Eligibility of Cover

1. You or the driver must abide by the terms and conditions of this agreement at all times.
2. Please note – our recovery operators are unable to work on unattended vehicles.
3. The vehicle must be maintained at all times in a roadworthy condition; the vehicle must be insured, taxed and have a current M.O.T. certificate in accordance with the law. The vehicle must be regularly serviced by a V.A.T. registered garage in accordance with your manufacturer's recommendations. Failure to comply with any of the above will invalidate the agreement.
4. WMS Rescue & Ltd only covers the vehicle registered for any driver with the owner's permission and legal capability to drive the vehicle.
5. Cars and motorcycles (excluding campervans and vehicles with living accommodation) are eligible to be covered up to a maximum 3.5 tonnes gross weight, 5.5 metres (18 feet) in length and 2.3 metres (7 foot 6 inches) wide.
6. 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.
7. We reserve the right to cancel this agreement at any time, by giving you 14 days notice in writing to your last known address, and a pro rata refund will be allowable to you if no claims have been made.
8. You can cancel this agreement within 14 days of inception/submission provided that no claims have been made, and a full refund will be made. No refund of premium will be made after this period.
9. Any assistance is at the discretion of WMS Rescue Ltd. Any breakdown discovered or believed to be excluded from the agreement is chargeable to you under current commercial rates before assistance is provided.

United Kingdom Cover

If the vehicle registered is immobilised in the UK, then you are covered for the following:

1. Call out and up to 1 hour's roadside assistance by one of our approved recovery operators to attend the scene of the breakdown, and where possible carry out emergency repairs.
2. If repairs cannot successfully be carried out at the scene of the breakdown then we will pay the cost of recovery of the vehicle driver and up to 4 passengers to the nearest suitable garage able to effect a repair, or to your onward destination, or to your home address whichever is nearer.
3. If you breakdown at 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.
 - (ii) The cost of one nights accommodation up to a total of £100 a claim (excluding food and drink) in the vicinity of the breakdown for the driver and up to 4 passengers up to a maximum of £40 per person, subject to a maximum overall of £200 per claim.
 - (iii) The recovery of the vehicle, the driver and up to 4 passengers to any one destination within the territorial limits.
 - (iv) The cost of suitable car hire for up to 48 hour's up to a maximum of £100 per claim. The maximum payable for any claim from any one breakdown including any reimbursement claim is £2,000 or the current market value of the vehicle at the time of the breakdown whichever is lower.

Important Notes

1. We will always decide on the best possible way of offering assistance, after taking into account individual circumstances. If the assistance that we offer does not suit your requirements then you may request alternative assistance to be arranged for you at your own cost.
2. We do not accept any responsibility for the transportation of pet animals or livestock within the vehicle at the time of the breakdown.
3. A garage or mechanic undertaking repair work on your instruction will be acting as your agent for such repair work.
4. If requested, you must provide evidence of servicing of your vehicle or receipts for replacement parts.
5. Recovery cannot be used as a reason for avoiding repair costs.
6. We reserve the right not to offer renewal of cover.
7. We reserve the right to refuse service and cancel membership to anyone who behaves in a threatening or abusive manner to our employees.
8. If we believe that we cannot provide an acceptable level of service to the area where your registered Home Address is located then we reserve the right to cancel your agreement and give you a full refund of your premium provided that no claim has been made on the agreement.

9. In the event of a vehicle breakdown we will offer recovery of any caravan or trailer (within the specified restrictions).
10. No claim will exceed the current market value of the vehicle at the time of the breakdown.
11. This document is subject to English law unless otherwise agreed in writing by WMS Rescue & Recovery.

General Exclusions

WMS Rescue Ltd will not cover the following: -

1. Vehicles that have not been regularly serviced or breakdown as a result of inadequate repair, unsuccessful DIY or any claim where no remedial action has been taken to correct the fault since we last attended your vehicle. Garage attention must always be sought after experiencing a breakdown and proof of repair obtained.
2. Vehicles being used (or that have been modified for use) in motor racing, rallies, speed or endurance tests; hire or reward (including courtesy vehicles), vehicles not used exclusively for Personal / non-Commercial use or over 3.5 tonnes gross laden weight; mechanically modified vehicles requiring specialist repairers.
3. Any liability or consequential loss arising from any act performed in the execution of the Breakdown services provided.
4. Vehicles not in a roadworthy condition immediately prior to any breakdown.
5. Any claim resulting in a vehicle not being repaired, or that is disposed of or scrapped.
6. Any vehicle with living accommodation.
7. Any claim that could be recoverable from any insurance policy indemnity or warranty.
8. Any fines or penalties imposed by courts.
9. Any charges incurred prior to notification of Breakdown and our approved repairer attending.
10. The cost of any parts, components, lubricants or materials, food, drinks, telephone calls, petrol, oil or any other incidental expenses.
11. Any claim where WMS Rescue & Recovery has not been notified at least 48 hours previously of a change of vehicle.
12. 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).
13. Breakdowns where your vehicle is not accessible or cannot be transported safely, legally and without hindrance using a standard transporter or trailer.
14. Any toll charges, ferry charges parking charges or traffic congestion charges.
15. Any costs recoverable elsewhere.
16. A second callout when a temporary repair was earlier carried out.
17. Any claim for assistance while money is owed to WMS Rescue Ltd by the agreement holder.
18. Any claims for private hire vehicles, i.e. taxis.
19. Breakdowns caused by your vehicle running out of fuel or where assistance cannot be affected because the vehicle does not have a serviceable and/or accessible spare tyre and wheel.

20. Claims arising from loss or damage to contents of or within your vehicle.

21. Claims directly or indirectly caused by or contributed to or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the burning of nuclear fuel; or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; war, invasion, terrorism, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

Cancellation of your Agreement

Your right to cancel. You can cancel your agreement within the cooling off period, being 14 days from the later of: 1) the start date; or 2) the date you receive your agreement documents. If you do this, we will cancel the agreement with immediate effect from the day you request it and we will refund your premium in full unless you have made a claim within this cooling off period. If you downgrade your agreement after this cooling off period we will not refund premium to you; After this cooling off period you can still cancel but we will not refund any premium to you. Cancelling a Direct Debit will not always cancel your agreement, so in order to cancel you must contact Customer Services. If you have a continuous agreement, to cancel your agreement or remove a cover section you must let us know 30 days in advance, as this will give us time to make the appropriate arrangements.

Our right to cancel:

1. If any premium for the agreement is not paid by a relevant date as stated on your schedule, we will notify you. All payments must be paid within 28 days of the relevant date, if not we may cancel your agreement;
2. We may cancel the agreement in the event of misuse of the agreement, and we will not refund any premium; and
3. We may cancel a continuous agreement by writing to you 3 months before the date when we intend to end the agreement.

Misuse of your Agreement

You must not:

1. Behave inappropriately towards us, including acting in a threatening or abusive manner, whether verbally or physically;
2. Persuade or attempt to persuade us into a dishonest or illegal act;
3. Omit to tell us important facts about a breakdown in order to obtain a service;
4. Provide false information in order to obtain a service;
5. Knowingly allow someone that is not covered by your agreement to try and obtain service under this agreement;
6. Pay for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment. If these conditions are not complied with, we may:
 1. Restrict the cover available to you at the next renewal;
 2. Restrict the payment methods available to you;
 3. Refuse to provide any services to you under this agreement with immediate effect;
 4. Immediately cancel this agreement; and

5. Refuse to sell any agreement or services to you in the future. We may also take any of the additional steps as set out above if any claim is found to be fraudulent in any way, and the agreement will be cancelled with effect from the date of the fraudulent act, and the fraudulent claim forfeited. We will not refund any premium. We will notify you in writing if we decide to take any of the above steps.

Complaints Procedure

Our aim is to try to provide a first class service to you at all times, however we do recognise that sometimes problems do occur. Should you ever have cause to complain then in the first instance please write to: -

Complaints Dept

WMS Rescue Ltd, Suite 42 & 43, Turnberry Park Road, Morley, Leeds, LS27 7LE

If the matter still remains unresolved thereafter you can then write to: -

The Head of Operations

WMS Rescue Ltd, Suite 42 & 43, Turnberry Park Road, Morley, Leeds, LS27 7LE

Please quote your agreement number as a reference in all correspondence.

Additional Information

WMS Rescue Ltd is incorporated at Companies House, Cardiff.

(Company Number 11073336).

Registered Office: Oxford House, Oxford Road, Thame, Oxon OX9 2AH.

It is a provider of breakdown assistance services that is exempt from authorisation under the Financial Services and Marketing Act 2000.

General Data Protection Rules

The data supplied by you will only be used by us and no other reason other than renewal and the offering of any products sold via the WMS group Ltd and its services as well as the purposes of processing your membership agreement, including underwriting, administration, motor garages, engineers, repairers, police and insurers etc. and handling any claim which may arise.

The data supplied will not be passed to any 3rd parties other than those which we have mentioned hereon. It is important that the data you have supplied is kept up to date. You should therefore notify us promptly of any changes. We may monitor and record telephone calls for service and staff training purposes.

Your Rights

You have a legal right to access your information we hold and the right to be, withdrawn, adjusted, forgotten, erased or to complain to us at any time (other than what is necessary for us to carry out our duties to you.) Your data request in the first instance will be free of charge when we make these adjustments. We will comply with your request and confirm that the correct action has been taken in such an event.

Please contact us on 01844 293810 or alternatively email our Data Protection Officer on DPO@wmsgroup.co.uk

Service Record

IMPORTANT

Only a fully documented receipt from a VAT registered garage showing date, mileage and work carried out will be accepted as proof of servicing. These documents must be retained as VGS reserve the right to inspect receipts to ensure compliance.

The Service Record below is for your guidance only and will not be accepted as proof of service.

Important: the mileage stated does not guarantee the true mileage of the vehicle.

Note to Servicing Company:

Please complete, then stamp and sign the relevant service record, supply customer with a bonafide service receipt.

<p>Pre Delivery Inspection</p> <p>I certify that the Inspection has been carried out.</p> <p>Signed: _____</p> <p>P.D.I Date: _____</p> <p>Mileage: _____</p> <p>Next Service Due:</p> <p>Date: _____ Mileage: _____</p>	<p>Dealer Stamp</p>
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<p>1st Service</p> <p>I certify that the Inspection has been carried out in accordance with the Manufacturer's Service Recommendations.</p> <p>Signed: _____</p> <p>P.D.I Date: _____</p> <p>Mileage: _____</p> <p>Next Service Due:</p> <p>Date: _____ Mileage: _____</p>	<p>Dealer Stamp</p>
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<p>2nd Service</p> <p>I certify that the Inspection has been carried out in accordance with the Manufacturer's Service Recommendations.</p> <p>Signed: _____</p> <p>P.D.I Date: _____</p> <p>Mileage: _____</p> <p>Next Service Due:</p> <p>Date: _____ Mileage: _____</p>	<p>Dealer Stamp</p>
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**Advice and assistance available
24 hours a day every day.**

 **01844 293 810**

 **Sales@WMSGGroup.co.uk**

 **Claims@WMSGGroup.co.uk**

 **0800 888 6247 or 0113 487 8720**

WMSGGroup 
www.WMSGGroup.co.uk

VGS 
VGS - 037 Nov 2019

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