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#### **Love Warranty Dealer Guarantee Agreement**

Congratulations on the purchase of your new vehicle! You now have the Love Warranty Repair & Maintenance Agreement Guarantee booklet, a crucial resource that contains vital information about your coverage, terms & conditions, claims process, and servicing requirements.

For your convenience and peace of mind, please keep this booklet in a secure place.

The dealership where you acquired your vehicle participates in the Vehicle Repair Warranty Scheme. As part of this scheme, they will extend Warranty Assistance to you in case of specific issues with your vehicle. We, as administrators of the Warranty scheme on behalf of the dealership, are here to support you throughout the process.

Once your Warranty becomes effective (typically upon vehicle collection), we will promptly send you the Love Warranty Information Document. We kindly request that you carefully review this document upon receipt and inform us if any changes are necessary.

Our primary goal is to ensure you enjoy trouble-free motoring, and we are eagerly ready to assist you whenever you may require our services. Should you need advice or assistance, feel free to reach out to us at:

Telephone: 0330 390 3959 Email: claims@lovewarranty.co.uk

Thank you for choosing Love Warranty, we operate on a discretionary basis, meaning I as the final arbiter will exercise this discretion on a case-by-case basis.



#### James Purcell - Managing Director

Love Warranty Limited, headquartered at St Oswald Suite, Nostell Estate Yard, Nostell, Wakefield, West Yorkshire, WF4 1AB, is a registered company in England and Wales with company number 07803545. The company's registered office is also located at St Oswald Suite, Nostell Estate Yard, Nostell, Wakefield, West Yorkshire, WF4 1AB.

## What is covered?

True Love Cover is available for Vehicles that meet the following criteria:

- The Vehicle must be less than 15 years old.
- The Vehicle's mileage should be less than 90,000 miles.

## **Covered Components:**

During the specified period, almost all of the original manufacturer's mechanical and electrical components of the Vehicle are covered against total failure, except for those listed under "Not Covered."

## The following components are covered:

Consequential loss to covered components

Wear & Tear (Mechanical Breakdown to covered components caused by Wear and Tear incurred until the Vehicle

has travelled 95,000 miles)

Diagnostics Diagnostics will be covered as part of a valid claim

All Sensors & Injectors

External Oil & Fluid leaks

**Diesel Particulate Filters & Catalytic Converters** 

Working Materials (Where authorised repair requires replacement or topping up of oils, fluids, or oil filter)

Parts Replaced in Pairs Where it is good practice to replace coil springs and shock absorbers together we will do so.

In Car Entertainment / Satellite Navigation Provided the equipment is factory fitted (Excluding software updates or reprogramming, unless and update is required to complete a repair.

Remote Key Fobs, Key Cards covered against electrical or mechanical failure

Electric & Hybrid Vehicles Covered Electric motor, electronic controller, and AC/DC converter

## Additional benefits:

Casings In the event of a covered part causing damage to a casing, the casing will be part of the maximum Claim liability.

European cover This coverage is applicable within the EEA for a period of 30 days, and payments will be adjusted based on the prevailing currency exchange rates. Please note that for specific reimbursements, receipts may be necessary.

Hire car In the event of a valid claim and if the repair time exceeds 8 hours, you are eligible for compensation of up to £20 per day for a maximum of 5 days.

Hotel expenses You can receive up to £60 (including VAT) to help with hotel expenses or rail fares in case your vehicle becomes completely immobile during repairs.

Vehicle Recovery Tow-in expenses, which are included within the overall maximum repair payout, are capped at £50.

## What is not covered

All components of the Vehicle are Covered Components, with the exception of the following:

Brake System Brake & clutch friction material, brake discs, brake drums, seized brake callipers.

Body Bodywork, chassis, glass, interior and exterior trim, panoramic sunroof glass, road wheels, tires.

Electrical Air bags, all light units, bulbs including gas-filled light units, head-up display, heater elements (excluding heated seats), LEDs, software, software updates and/or adjustments (except to complete a repair), tracker systems, wiring looms, Xenon bulbs, Xenon ignitor units.

Electric and Hybrid Vehicles For electric or hybrid Vehicles, Mechanical Breakdowns related to batteries, the disposal of chemical waste resulting from a Claim, electrical connectors, and wiring are not covered. 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)

Engine Cracked cylinder head (including re-facing and/or skimming), core plugs, gaskets (except head gasket).

Exhaust Exhaust manifold, exhaust systems.

Fuel System Fuel tanks.

#### Disclaimer

#### **Administrator Repair Arrangements**

The term "Administrator Repair Arrangements" refers to the type of Warranty Assistance provided by the Administrator. Under this arrangement, the Administrator will organize the repair or replacement of one or more Covered Components at the Dealer's expense.

#### Agreement

The "Agreement" denotes the contractual arrangement between You, the Dealer, and the Administrator. As per this Agreement, the Dealer will offer Warranty to You for the Covered Components of Your Vehicle during the Period Of Cover.

#### **Agreement Annex**

The "Agreement Annex" is an additional section in the Agreement that outlines supplementary terms and conditions specific to Your Warranty.

#### **Warranty Information Document**

The "Warranty Information Document" contains various details about the Warranty, including the Claim Limit and information about the Vehicle, such as the PPoV (Purchase Price of Your Vehicle at the time of purchase).

#### Claim

A "Claim" refers to a request made by You for the Dealer to provide Warranty Assistance concerning a Mechanical Breakdown incident related to a Covered Component of Your Vehicle.

#### Claim Limit

The "Claim Limit" is the maximum amount (specified in the Love Warranty Information Document) that the Dealer will pay or provide to You for a single Claim under the Warranty.

#### **PPoV**

"PPoV" stands for the Purchase Price of Your Vehicle at the time of purchase.

## **Covered Component**

A "Covered Component" is a component part of the Vehicle that falls within the scope of the Warranty.

#### **Data Controller**

The "Data Controller" is defined as the "controller" according to the Data Protection Law.

#### **Data Protection Law**

The "Data Protection Law" encompasses the General Data Protection Regulation (EU 2016/679) and any legislation amending, re-enacting, supplementing, or replacing it in an EEA member state, including the Data Protection Act 2018. Additionally, it includes any legislation of an EEA member state implementing Directive 2002/58/EC of the European Union Parliament and the Council of 12 July 2002 concerning the processing of Personal Data and privacy protection in the electronic communications sector.

Furthermore, it includes all other Data Protection Laws and regulations applicable in the United Kingdom and any other relevant EEA member state.

The "Dealer" refers to the motor dealership from which You purchased Your Vehicle.

The "Dealer's Maximum Liability" represents the maximum value (specified in the Agreement Schedule) of Warranty Assistance that the Dealer will provide to You under the Agreement. Once the cumulative value of Warranty Assistance provided by the Dealer reaches the value of the Dealer's Maximum Liability, the Dealer's liability to provide further Warranty Assistance under the Agreement will cease automatically and immediately.

## The Agreement Terms & Conditions are outlined as follows:

- 1. Parties:
- a. The Dealer. b. You (the person designated as the "Warranty holder" in the Information Document). c. The Administrator
- 2. Warranty and Administration:
- a. This Agreement establishes the way in which Your legal rights following the purchase of the Vehicle will be implemented. With regards to the rights, obligations, and acknowledgments outlined in this Agreement: The Dealer will provide the Warranty to You during the Period Of Cover, subject to the terms and conditions of this Agreement. Each party (You, the Dealer, and the Administrator) will fulfill its respective obligations under this Agreement.

b. It is acknowledged that the Warranty is not considered "insurance" under the Financial Services and Markets Act 2000 or the regulations of the Financial Conduct Authority.

c. Warranty provided by the Dealer to You will depend partly on the applicable additional terms and conditions specified in the Agreement Annex. Your specific Warranty category will be stated in Your Agreement Schedule.

d. It is acknowledged that the Dealer is not obligated to continue providing Warranty to You once the cumulative value of the Warranty Assistance provided to You reaches the value of the Dealer's Maximum Liability. The Dealer's Maximum Liability will not exceed the PPoV (Purchase Price of Your Vehicle at the time of purchase).

e. The Dealer is not obligated to provide Warranty to You for a Covered Component once the cumulative value of the Warranty Assistance provided to You for that specific Covered Component reaches the value of the Maximum Liability Per Covered Component pertaining to that Covered Component.

f. It is recognized that the Warranty Assistance provided for a single Claim will not surpass the Claim Limit.

Please note that the above Terms & Conditions form an integral part of the Agreement, which includes the Agreement Annex and the Agreement Schedule. The terms used throughout the document are defined in a specific context and should be interpreted accordingly.

References to statutes or statutory provisions include any amendments, extensions, consolidations, or re-enactments made from time to time, as well as any subordinate legislation and regulations issued under those statutes or provisions.

Acknowledging that the Dealer's obligation to provide Warranty Assistance to You is subject to certain conditions, including the location of the Vehicle at the time of the Claim:

1. Warranty Assistance will be provided if the Vehicle is within the Territorial

Limits or the EEA for a period not exceeding 30 days at the time of the Claim.

In case of Warranty Assistance provided while You and/or the Vehicle are in the EEA, the calculation of amounts payable will be based on the currency exchange rates prevailing on the date of Claim agreement.

The Dealer has appointed the Administrator to handle the administrative aspects of the Warranty. For all inquiries about the Warranty or to make a Claim, You must contact the Administrator. While the Administrator manages administrative responsibilities, it is not responsible for providing the Warranty or Warranty Assistance. In case the Dealer fails to provide Warranty Assistance, the Administrator is not obligated to step in and provide it.

The definitions and interpretation provisions set out on pages 6-9 are incorporated into this Agreement.

You agree that this Agreement is written in English, and all communication from the Administrator will be in English.

### Your General Obligations

To avail the benefits of the Warranty under this Agreement, You must:

- 1. Comply with all the terms and conditions stated in this Agreement.
- 2. Not use the Vehicle as a hire vehicle or for any form of motor sport or competition, including motor racing.
- 3. Cooperate with the Administrator and provide all necessary information as requested.
- 4. Follow the Administrator's reasonable instructions.
- 5. Allow the Administrator free access to inspect the Vehicle when necessary.
- 6. Drive the Vehicle reasonably and safely, considering the circumstances.
- 7. Take reasonable steps to safeguard the Vehicle from damage and ensure it remains roadworthy at all times, including protective measures

8. Refrain from making modifications that significantly alter the Vehicle's design and performance unless required or recommended by the manufacturer.

9. Fulfill all legal obligations as the owner of the Vehicle, including insurance, taxation, and MOT requirements.

10. Ensure the Vehicle is serviced at a VAT registered garage according to the manufacturer's recommendations. Ensure servicing is done within 30 days from the due date or after the Vehicle has travelled 1,000 miles since the service due date.

11. Keep comprehensive records of all services and maintenance carried out on the Vehicle.

Note that this Agreement does not cover commercial Vehicles over 3,500 kg.

Note that this Agreement does not cover pre-existing faults.

#### **Claims Process**

If You suspect a Mechanical Breakdown covered by the Warranty, promptly notify the Administrator within ten days of becoming aware of the issue and before the Agreement expires. The Administrator will assess whether Warranty Assistance is applicable. To assist the Administrator, provide any additional information required and allow inspection of the Vehicle.

If an expert is appointed to inspect the Vehicle, the expert's conclusions will be final and binding. The Dealer bears the expert's costs except if Your actions prevented the previous inspection.

The Administrator may determine that the Dealer is not obligated to provide Warranty Assistance for a specific Claim, and such determination is final and binding.

If the Administrator approves the Claim within the scope of Your Warranty, the Administrator will decide how the Warranty Assistance is provided:

- 1. Administrator Repair Arrangements: The Administrator will appoint and pay a third party to carry out the repairs on the Dealer's behalf.
- 2. Your Repair Arrangements: The Administrator will consider approving Your proposed repair plan, and if accepted, You must submit the invoice to the Administrator for payment.

If You proceed with unauthorized Your Repair Arrangements, the relevant costs will not be covered by the Warranty.

If multiple Covered Components experience Mechanical Breakdown simultaneously, the Administrator may treat them as part of one Claim.

### General Exclusions from the Warranty

The Warranty does not cover:

- 1. Non-Mechanical Breakdowns, such as death, bodily injury, liability to third parties, exhaust emission MOT failures, and amounts in respect of VAT.
- 2. Mechanical Breakdown of non-Covered Components or any damage related to fabric or stitching.
- 3. Loss, damage, or costs associated with the manufacturer's recall of Covered Components.
- 4. Replacement of Covered Components not affected by Mechanical Breakdown, even if recommended by the manufacturer.

- 5. Mechanical Breakdown caused by Your breach of obligations under this Agreement or Your negligence, accidents, acts of God, road hazards, fire damage, poor workmanship, corrosion, or other external factors unrelated to the Covered Component.
- 6. Mechanical Breakdown that could have been prevented if You had stopped using the Vehicle or taken appropriate steps to reduce damage to the Vehicle.
- 7. Mechanical Breakdown caused by a known fault documented by the Dealer at the time of sale if it does not affect the overall quality and fitness of the Vehicle at the time of sale.
- 8. Mechanical Breakdown caused by Wear and Tear, except as outlined in the Agreement Annex.
- 9. Mechanical Breakdown covered by any other warranty or standard road risks insurance policy.
- 10. False or fraudulent Claims.

#### Your Right of Cancellation

You have the right to cancel this Agreement within 30 days, starting from the date of entering into the Agreement or receiving the Agreement documentation. To cancel, inform the Administrator in writing or by phone. Upon receipt of Your cancellation notice, the Dealer will acknowledge the cancellation.

The Dealer has the option not to renew Your Agreement and may cancel it by giving 30 days' notice to Your last known address.

#### **Use of Your Personal Data**

This clause provides a summary of how Your Personal Data may be used by the Administrator Love Warranty Ltd. For complete information, refer to www.lovewarranty.co.uk. You acknowledge that We are a Data Controller in respect of Your Personal Data.

#### **Data Protection and Your Rights**

We may collect and use Your Personal Data as necessary to provide services to You and in accordance with our legitimate interests. This includes performing our roles related to the Warranty, direct marketing, reviewing and improving products and services, developing new products and services, complying with legal and regulatory obligations, and sharing information with group companies and business partners. We may share Your Personal Data with governmental organizations, group companies, suppliers, and business partners. In some cases, Your Personal Data may be shared with parties outside the EEA, with appropriate safeguards in place to protect Your data.

You may have certain rights under Data Protection Law, such as the right to access, be informed, object, request restrictions, data portability, correction.

#### **Additional Benefits**

If Warranty Assistance is provided for a Claim, the Administrator may provide additional benefits such as hotel expenses up to £100 per night, coverage within the EEA, and reimbursement for diagnosis costs.

## **Transfer of Ownership**

The Agreement may be transferred to a private individual (unconnected to the motor trade) by completing the Transfer of Ownership Form and paying a £35 admin fee.

#### 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.

You can access our full terms and conditions at

https://www.lovewarranty.co.uk/terms. Please get in touch with a Love Warranty team member for more information.

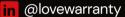


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