Platinum Guarantee - Terms and Conditions

Welcome

Our Guarantee is administered by The Motoring Organisation. Our Guarantee is an agreement between us and You as the Guarantee holder and is not a contract of insurance. The Guarantee is in addition to Your statutory rights. Full terms and conditions of the Guarantee are contained in this document

To help ensure that You derive maximum benefit from the Guarantee it is important that You understand its terms and conditions. We therefore urge You to read this document carefully as it contains details of the things You must do to keep the Guarantee valid. If You have any questions, please clarify them with one of our sales advisers or contact the Administrators who will be happy to help.

We aim to provide our customers with the most prompt, efficient and courteous service possible. We know that a mechanical or electrical Failure can be very stressful and for this reason we would like to make the following promise:

Our Promise...

If Your car suffers a Failure, our Administrator will do their utmost to process Your claim with the least inconvenience and expense to You.

Prior to sale we carry out a pre-sale inspection to confirm that the components covered under the Guarantee are free from defect. The purpose of the Guarantee is to help protect You against the cost of unforeseen mechanical or electrical Failure of the components detailed on page 2 of this document, occurring during the selected period of cover. The Guarantee does not cover components failing due to wear and tear or any components that are listed as excluded.

Should a problem occur with Your vehicle please follow the procedure detailed on page 3 'How to make a claim'. All claims must be made in accordance with these instructions as failure to do so may invalidate Your claim. It is important that no repairs should commence until authorisation has been obtained from the Administrator.

The period of Guarantee cover and maximum individual claim limit will be as stated on the Guarantee schedule. Please keep the Guarantee terms and conditions and schedule in a safe place as they may be required in the event of a claim.

Important notes:

- Servicing Please ensure You comply with the service requirements detailed on page 4 headed 'Caring for Your vehicle'.
- Timing Belt Warning Please read the important note on page 4 headed 'Caring for Your vehicle'.
- The Guarantee does not cover servicing, maintenance or vehicles used for hire or reward. It is not a roadside assistance product.
- d) Authorisation for repairs If You suspect You have a Failure which is covered by the Guarantee, first contact the Administrator where You will be advised of the claims procedure. No repairs may be started until an authority number has been issued to You or the repairing garage by the Administrator.

Frequently asked questions

What is the Dealer Guarantee?

The Guarantee provides cover against the cost of unforeseen Failure of the components detailed in the 'What is covered' section of this Guarantee document.

How do we use Your data in relation to this Guarantee?

We are the Data Controller and the Administrator is the Data Processor.

We and the Administrator 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 we use Your data, please refer to our privacy policy at:

https://www.wilsonandco.com/terms#privacy

If You would like to know more about how the Administrator uses Your data, please refer to their privacy policy at: www.tmo.co.uk/privacy-policy.

Can I cancel the Guarantee?

You may cancel the Guarantee within 14 days of the purchase date and obtain a full refund of any fees paid by contacting our Customer Service Department at the branch where the Guarantee was issued. After 14 days You may cancel Your Guarantee, but no refund of payment is available.

How do I make a claim?

If You suspect Your vehicle has a Failure covered by the Guarantee, contact the Administrator on 03300 552 079, who will advise of the best course of action and the nearest repair centre. The nominated repair centres can normally settle claims directly to avoid You having to pay for the repairs and reclaim the costs later. Please ensure that You have obtained an authority number prior to any repairs commencing.

What are the servicing requirements?

Failure to service Your vehicle in line with the manufacturer's recommendations will not invalidate cover, however, the Guarantee will not cover faults attributable to or caused by lack of routine or regular maintenance. We therefore recommend servicing is carried out in accordance with the manufacturer's guidelines.

Do you have a complaint and feedback procedure?

We welcome any customer feedback. In the event that You wish to provide feedback regarding a claim under the Guarantee please contact the Administrator on 03300 552 080.

How do I contact the Administrator?

Contact details are as follows:

The Motoring Organisation, Parkway Works, Kettlebridge Road, Sheffield, S9 3BL

Claims Line	03300 552 079
Customer Services	
E-mail	customerservices@tmo.co.uk

Telephone calls may be monitored and recorded for quality assurance and compliance.

The Wilson & Co Platinum Guarantee

Subject to the correct payment having been made, the Guarantee will provide cover as detailed in this document.

What is covered by the Guarantee

The purpose of the Guarantee is to contribute to the cost of repairs to your vehicle, required due to the unexpected Mechanical Breakdown of the specified components listed below, occurring within the period of Guarantee. Any components not specifically listed are not covered by the Guarantee and the cost of any such repairs will remain the responsibility of the Guarantee holder.

The period of Guarantee and maximum single claim limit will be as stated on the Schedule or detailed separately in this document.

Effective from 06/05/2022

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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.

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Engine

Cylinder Block (excluding cracks and porosity), cylinder bores and liners (excluding cracks and porosity), crankshaft, crank bearings, big end bearings, oil pump, con-rods, gudgeon pins, small end bearings, pistons, piston rings, cylinder head (excluding cracks and porosity), rocker shaft, rockers, hydraulic lifters, camshaft and cam followers, push rods, camshaft bearings, inlet and exhaust valves, valve springs, valve guides, cylinder head gasket, inlet manifold, timing gears, timing chains, timing belt/chain tensioner, flywheel or flex plate, starter ring gear, (excluding: overheating, de-coking, burnt, pitted and sticking valves).

Turbocharger / Supercharger / Kompressor

The complete unit is covered providing it is of original manufacturer's equipment (including the wastegate if it is an integral part of the unit and cannot be bought separately).

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.

Cooling

Engine thermostat, water pump, thermostat housing, viscous fan coupling, engine temperature gauge sensor, engine oil cooler, heater matrix, radiator, expansion tank.

Air Conditioning / Climate Control

Factory fitted air conditioning systems are covered, (excluding pipes, unions, wiring and receiver drier).

Fuel System (Petrol)

Petrol injection pump, air flow meter, fuel pressure regulator, metering head, auxiliary air valve, idle speed control valve, (excluding breakdown as a result of contamination or failure to meet current emission legislation or misfuelling).

Fuel System (Diesel)

Failure of the following specialist diesel components:

Fuel Injection pump, low pressure supply pump, fuel injection governor, fuel shut off mechanism, hydraulic or electrical injection timing mechanism, high pressure fuel metering head, cold starting device, manifold boost pressure compensator, AdBlue sensor, altitude compensator where fitted. Pump drive gear, glow plug relay, mechanical lift pump, brake vacuum pump, (excluding: fuel lines, injectors, glow plugs, high pressure pipes, injection timing adjustments, calibration, bench testing, and emission test failures or misfuelling).

Engine Management

Engine Electronic Control Unit (ECU), automatic transmission governor (computer governor), anti knock sensor, MAP sensor.

Manual Gearbox

The following internal mechanical components are covered: gears and gear clusters, selectors and shafts, synchromesh assemblies, bushes, ball and roller bearings, needle bearings, transfer gears.

Clutch

Release thrust bearing, centre plate (oil contamination - centre plate only), pressure plate, master and slave cylinders, clutch cable including self adjusting mechanism and clutch damper.

Automatic Gearbox

The following internal mechanical components are covered: governor, valve block, oil pump, gears, brake bands, servos, clutches, seals, shafts, bearings and bushes, modulator valve, transfer gears.

Continuously Variable Transmission (CVT/CTX)

All internal mechanical components and seals.

Torque Converter

All internal mechanical components and seals.

Transfer Box

The following internal mechanical components are covered: transfer gears, selectors, shafts, transfer shafts, needle and roller bearings, output shafts, bushes.

Front Wheel Drive

Drive shafts, universal joints and couplings, constant velocity joints, (excluding: gaiters and bushes).

Rear Wheel Drive

Drive shafts, universal joints and couplings, constant velocity joints, half shafts and bearings, (excluding: gaiters and bushes).

Differential/s

Planetary gear assembly, crown wheel and pinion assembly. Internal shafts, bearings and bushes, thrust washers, spacers, bevel gears. Includes front, rear and centre differentials, (excluding: viscous couplings and fluid differentials).

Propshaft/s

Propshaft, universal joints and couplings, bearings and rubber couplings. Includes front and rear transfer shafts 4X4 vehicles, (excluding: gaiters).

Wheel Bearings

Front and rear wheel bearings.

Steering and Suspension

Steering rack and pinion, power steering rack, steering box, power steering box, idler box, coil springs, power steering pump and reservoir, wishbones and ball-joints, suspension arms and torsion bars, anti roll bars, (excluding: gaiters, oil leaks, tracking and balancing).

Braking

Brake master cylinder and reservoir, calipers, wheel cylinders, brake bias/restrictor valve, vacuum servo and brake vacuum pump.

Anti-Lock Brake System (ABS)

Factory fitted anti-lock braking systems are covered, (excluding: wiring and connection faults).

Casings

Damage to casings caused by the failure of a covered Component will constitute part of the total claim within the Guarantee limits.

Electrical

Alternator, voltage regulator, starter motor (including pre-engaged solenoid), starter solenoid (inertia drive starters), indicator relay, front and rear windscreen wiper motor, front and rear windscreen washer motor, ignition coil, horn, electric window motors and switches, electric sun roof motor and switch, power hood, central locking systems (excluding remote control unit and wiring), distributor, electronic ignition module, electric radiator fan and temperature sensing switch, oil pressure sensor, indicator and wiper switches (column stalks), heater fan motor, fuel tank sender unit, electric fuel pump, speedo head and speedo transducer, heated rear screen (element failure only), door mirror motors and switches.

Working Materials

Should any authorised repair to any of the above components require essential replacement of or topping up of lubricants, oils or coolant or replacement of the oil filter these shall be covered as part of the total claim within the Guarantee limits.

Recover

In the event of a Failure resulting in a valid claim under the Guarantee and where Your vehicle is immobile (or if continued driving could cause danger or further damage) the Guarantee will pay up to £50 incl. VAT towards the cost of recovering it to a repairing garage.

Please note the additional Recovery feature does not include all benefits that would be provided under Roadside Assistance cover.

For the purpose of clarity:

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 included in the event of a Failure.

Labour and parts costs

Labour times that can be claimed under our Guarantee will be in accordance with standard manufacturers repair times and in line with the rates charged by our nominated repairers unless agreed beforehand. We may ask the repairer to use Guarantee exchange units or factor parts when repairing Your vehicle. Any costs agreed will be based on the prices for these parts.

Compensation and costs

Our Guarantee 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 Failure, You may be asked to pay a contribution towards the costs of Betterment.

What is not covered

- The cost of Components other than those specifically listed in the section headed 'The Wilson & Co Platinum Guarantee'.
- General maintenance and components failing due to wear and tear
- The Guarantee does not cover Failure occurring during the period of a manufacturer's Guarantee, or faulty parts which are subject to recall by the manufacturer, or if their replacement is required as a result of inherent design faults.
- Damage caused by overheating, freezing, corrosion or the intrusion of harmful substances (for example the ingress of water), use of an incorrect grade of fuel or oil, misfuelling, or lack of antifreeze, lubrication or servicing.
- Improper use of the vehicle, neglect or abuse of any kind, or drive on damage caused by continued use of the vehicle after a fault has occurred.
- 6. Failure caused by inadequate servicing or faulty previous repairs.
- The Guarantee does not cover resultant damage to components that are listed as excluded or damage to covered components that results from the failure of a component which is not covered.
- Any repairs NOT authorised by the Administrator prior to the repair work being carried out.
- Any costs other than those specifically agreed and authorised by the Administrator.
- Adjustments, the cleaning of components or 'refacing' costs (e.g. skimming or honing) and diagnosis unless these form part of a valid claim.
- The Failure of components due to lack of routine or regular maintenance.

How to make a claim

- If at any time You suspect You have a fault covered by the Guarantee You should first contact the Administrator on 03300 552 079 during office hours, 9.00am to 5.00pm Monday to Friday, where You will be advised of the best course of action to take. Your call may be recorded for training purposes and Your own security. No repairs may commence until an authority number has been issued by the Administrator. You must take all necessary steps to avoid further damage occurring.
- The Administrator will require the following information. Please have this ready prior to telephoning:
 - a) Guarantee number and vehicle registration number.
 - b) Confirmation that Your relevant service schedule has been complied with and original receipts are available if required.
 - c) Mileage at time of breakdown.
- You will be advised of the nearest nominated repairer, who must contact the Administrator on: 03300 552 079 with the exact cause of Failure, repairs required and estimated repair costs prior to any work being commenced.
- You must authorise the dismantling of any components for inspection. Where the Failure falls under our Guarantee, the Guarantee will reimburse You the cost of dismantling as part of the total claim.

IMPORTANT: if after dismantling no liability has been found You must bear the cost of dismantling. Labour will be allowed in accordance with the manufacturers standard repair times. Reasonable diagnostic charges will be included where this forms part of a valid claim.

- If the claim is accepted, an authority number will be issued for a specified agreed cost. Any costs in excess of this amount will remain Your responsibility. No payment can be released until the schedule and payments have been received and accepted by us.
- 6. On completion of the repair an original, fully detailed, itemised invoice and proof of servicing if requested should be sent to: The Motoring Organisation, Parkway Works, Kettlebridge Road, Sheffield, S9 3BL. Quoting the authority number with a clear indication to whom payment should be made. Photocopied invoices will not be accepted.

IMPORTANT: Invoices should be made out to Wilson & Co c/o The Motoring Organisation, Parkway Works, Kettlebridge Road, Sheffield, S9 3BL.

- 7. Fraud If a claim is in any way fraudulent or if You or anyone acting on Your behalf or with Your knowledge or consent has used any fraudulent means, including inflating or exaggerating the claim or submitting forged or falsified documents, all benefits under the Guarantee shall be forfeited and the Guarantee cancelled and legal action will be taken.
- Authorisation of repairs will remain valid for 30 days. If no further communication is made during this period the authority will be rescinded and the claim rendered null and void.

IMPORTANT - it is not possible for the Administrator to authorise any claim without issuing an authority number. No repair may commence until explicitly authorised by means of such an authority number.

Definitions

Administrator

The Administrator of our Guarantee, The Motoring Organisation, Parkway Works, Kettlebridge Road, Sheffield, S9 3BL.

Betterment

For the purposes of our Guarantee the definition of 'Betterment' shall be a term used to describe the degree of improvement to a component(s) or vehicle from its pre-claim condition, whereby You have directly gained from any repair resulting from an authorised claim. Any such Betterment will be Your sole responsibility, including any applicable VAT.

Failure

For the purposes of the Guarantee the definition of 'Failure' shall mean, the sudden and unforeseen 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.

Glass's Guide

Glass's Guide means the car 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.

Guarantee

The sole purpose of our Guarantee is to protect You in the event of mechanical or electrical Failure of the covered vehicle as stated on the schedule. Liability shall be only the actual failed parts required to return the vehicle to it's pre-claim condition. The Guarantee does not cover service or maintenance costs.

You / Your

Means the Guarantee holder named in the Schedule.

Caring for Your vehicle

Failure to service Your vehicle in line with the manufacturer's recommendations will not invalidate cover; however, the Guarantee will not cover faults attributable to or caused by lack of routine or regular maintenance.

It is Your responsibility to ensure that Your vehicle is maintained in a legal and roadworthy condition at all times (preferably by following the manufacturer's recommended service schedule).

Where the vehicle does not have a current MOT Certificate on the date of Failure no claims will be accepted.

Warning - Timing Belt(s) / Camshaft Drive Belt(s)

It is of the utmost importance that the Timing Belt(s) fitted to Your vehicle are in sound condition and are checked, adjusted and have been changed in accordance with the manufacturer's recommendations.

We will not accept liability for damage caused by worn or incorrectly adjusted belts or where proof that the belt has been changed in accordance with manufacturer's recommendations cannot be provided (the only acceptable proof will be a detailed garage invoice).

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 Administrator in the first instance on 03300 552 080.

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

Customer Services Manager

The Motoring Organisation, Parkway Works, Kettlebridge Road, Sheffield, S9 3BL.

Once received, the Administrator will acknowledge your complaint and a dedicated team member will carry out a full investigation. The Administrator aims to provide an outcome to complaints within 5 working days.

General conditions

- The Guarantee terms and conditions and schedule shall be read together as one contract and any word or expression to which a special meaning has been given shall have the same meaning wherever it may appear. Only the components specifically listed will be covered by the Guarantee.
- In the event of any occurrence giving rise to a claim, You must advise the Administrator as soon as is reasonably possible and must adhere to the claims procedure specified within this document. You shall take all necessary steps to avoid further damage occurring. Liability will not be accepted for drive on damage after a fault has occurred.
- We reserve the right to examine the original service invoices and subject the vehicle and failed component to expert assessment.
- 4. Our liability will be subject to the claim limit(s) as stated on the schedule or detailed separately in this document. Where a claim limit is retail value, it will be understood as being the retail value of the vehicle at the date of Failure, taking into account the mileage and condition adjustments as recommended in Glass's Guide.

- 5. We reserve the right to agree or nominate a repairer. Should You elect to take the vehicle to a repairer other than that agreed or nominated, liability under the Guarantee will be limited to the labour and components costs as charged by the nominated repairer.
- No liability will be accepted for any claim where it is apparent or becomes apparent that the terms and conditions of the Guarantee have not been fully complied with.
- 7. If You or Your agent make any claim knowing it to be false or fraudulent in any respect, the Guarantee shall be deemed null and void and You shall repay all sums paid in respect of any previous false or fraudulent claims. Legal action will be taken to recover costs and damages.
- The Guarantee shall not be liable in respect of any claim covered by any other existing warranty or insurance policies, or any agreement with any other motoring breakdown organisation.
- 9. The Guarantee is in addition to Your statutory rights.
- It is Your responsibility to understand all warning lights and gauges and ensure they are operating correctly at all times. No liability can be accepted for drive on damage, neglect or abuse of any kind.
- The odometer reading is a guide to when servicing is due. It is Your responsibility to provide proof that the service schedule has been fully complied with.
- 12. No repairs may commence under the terms of the Guarantee unless an authority number for an agreed amount has been issued by the Administrator. Labour times are calculated using standard manufacturers repair times and will not include diagnosis, adjustments, the cleaning of assemblies or re-facing costs (e.g. skimming, honing etc.) unless these form part of a valid claim. No liability will be accepted for work carried out without prior authorisation. We reserve the right to call for Betterment where You have directly gained from any repair resulting from an authorised claim.
- 13. We reserve the right to specify the use of reconditioned exchange units or Guarantee after market parts. The parts liability for any claim will be limited to the cost of these components.
- No claim will be considered unless notified to the Administrator prior to the expiry date of the Guarantee.
- 15. No liability will be accepted for faults caused by wear and tear, accident or impact damage, freezing, overheating, intrusion of foreign or harmful matter including water ingress, carbon build up, corrosion, neglect or abuse, lack of servicing, lack of lubrication or antifreeze, inadequate or interrupted supply of lubricant, gradual deterioration or replacement of components which have reached the end of their effective working lives.
- 16. The Guarantee does not apply to vehicles used for hire or reward, custom built, mechanically or electrically modified vehicles (except where carried out by a recognised professional vehicle body builder or the manufacturer), vehicles over 3,500kg GVW, vehicles used in any sort of competition, race or rally or vehicles used for commercial driving tuition.
- 19. No liability will be accepted for resultant damage to, or caused by components not specifically listed in this document, attributable to the faulty previous repair or servicing of the covered vehicle, use of an incorrect grade or type of fuel or oil, faults found during routine maintenance or servicing or progressive failures.
- 20. Any third party claims, resultant losses, personal injury, road hazard or fire damage claims or losses occurring as a direct result of impact damage are not covered by the Guarantee.

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