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CENTRES**



Vehicle Repair Agreement

Note regarding the Agreement Schedule

When the **Warranty** comes into force, **You** will be provided with an **Agreement Schedule**.

The **Agreement Schedule** is an important part of this **Agreement** and sets out various details of the **Warranty** and of the **Vehicle** that is covered by this **Warranty** Scheme.

Please ensure that you retain the **Agreement Schedule** for **Your** records.

Automobile Vehicle Repair Agreement

Your Warranty

Congratulations on the purchase of **Your** new **Vehicle**.

This is **Your** Vehicle Guarantee Services Vehicle Repair Agreement booklet - please keep in a safe place as it contains important information about **Your** cover, terms & conditions, **Claims** process and servicing requirements.

The **Dealer** from which **You** purchased **Your Vehicle** operates a Vehicle Repair **Warranty** Scheme. Under the terms of this scheme, the **Dealer** will provide **Warranty Assistance** to **You** in the event of certain failings in respect of **Your Vehicle**. **Our** job is to administer the **Warranty** scheme on behalf of the **Dealer**.

As soon as **Your Warranty** comes into force (which will usually be at the point at which **You** collect **Your Vehicle**) **We** will send **You** an **Agreement Schedule**. Please check the **Agreement Schedule** carefully as soon as **You** receive it and please let **Us** know if any changes need to be made to the **Agreement Schedule**.

We wish **You** trouble-free motoring and look forward to assisting **You** should **You** need **Us**.

Vehicle Guarantee Services Limited

Advice and assistance is available:

Telephone: 01844 293 810

Email: admin@wmsgroup.co.uk or claims@wmsgroup.co.uk

Important Notice:

All **Claims** must be authorised by **Us** before the relevant repairs are carried out. No payments will be made under the **Warranty** in respect of repairs which are carried out without **Our** authorisation.

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Definitions

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

| | |
|--|--|
| WMS | Means WMS Group (UK) Limited, Oxford House, Oxford Road, Thame, OXON, OX9 2AH |
| Administrator, We, Us, Our | means Vehicle Guarantee Services Limited (part of WMS Group (UK) Limited, a company registered in England and Wales with company number 06030239 and whose registered office is at Oxford House, Oxford Road, Thame, Oxon, OX9 2AH. |
| Administrator Repair Arrangements | means the type of Warranty Assistance under which the Administrator will arrange for one or more Covered Components to be repaired/replaced at the Dealer's cost. |
| Agreement | means the Agreement between You , the Dealer and the Administrator under the terms of which the Dealer will, during the Period Of Cover , provide Warranty to You in respect of the Covered Components of Your Vehicle . |
| Agreement Annex | means the Annex to the Agreement setting out additional terms and conditions in respect of Your Warranty . |
| Agreement Schedule | means the schedule to the Agreement which outlines various details in respect of the Warranty (including the Claim Limit) and of the Vehicle (including the CMV). |
| Claim | means a Claim made by You for the Dealer to provide Warranty Assistance to You in respect of an incident of Mechanical Breakdown in respect of a Covered Component of Your Vehicle . |
| Claim Limit | means the maximum value (which is set out in the Agreement Schedule) of the Warranty Assistance that the Dealer will pay to You or provide You with in respect of any single Claim . |
| CMV | means the current market value of Your Vehicle at time of Claim . |
| Covered Component | means, in relation to a component part of the Vehicle , a component part which is within the scope of the Warranty . |
| Data Controller | means "controller" as defined in the Data Protection Law . |

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| Data Protection Law | means: (a) the General Data Protection Regulation (EU 2016/679) and any legislation which amends, re-enacts, supplements or replaces it in an EEA member state including the Data Protection Act 2018; (b) any legislation of an EEA member state that implements Directive 2002/58/EC of the European Union Parliament and of the Council of 12 July 2002 concerning the processing of Personal Data and the protection of privacy in the electronic communications sector; and (c) at all times, any other Data Protection Laws and regulations applicable in the United Kingdom and any other relevant EEA member state. |
| Dealer | means the motor dealership from which You purchased Your Vehicle . |
| Dealer's Maximum Liability | means the maximum value (which is set out in the Agreement Schedule) of the Warranty Assistance that the Dealer will provide to You under the terms of the Agreement so that, if and when the cumulative value of Warranty Assistance which the Dealer has provided to You under the Agreement reaches the value of the Dealer's Maximum Liability , the Dealer will automatically and immediately cease to have any liability to provide Warranty Assistance to You under the Agreement . |
| EEA | means the European Economic Area. |
| Maximum Liability Per Covered Component | means the maximum value (which is set out in the applicable Agreement Annex and Agreement Schedule) of Warranty Assistance that the Dealer will provide to You under the terms of the Agreement in respect of a particular Covered Component so that, if and when the cumulative value of Warranty Assistance which the Dealer has provided to You under the Agreement in respect of a particular Covered Component reaches the value of the Maximum Liability Per Covered Component in respect of such Covered Component , the Dealer will automatically and immediately cease to have any liability to provide Warranty Assistance to You under the Agreement in respect of such Covered Component . |
| Mechanical Breakdown | means the complete failure of a Covered Component such that the relevant Covered Component no longer functions at all, provided that such failure was not caused by abuse, negligence or failure to take protective and/or preventative measures to ensure minimum damage. |
| Personal Data | means any data relating to an identified or identifiable individual that are within the scope of protection as " Personal Data " under the Data Protection Law . |
| Period Of Cover | means the period of time (which is stated in the Agreement Schedule) during which the Dealer will provide Warranty to You under the terms of the Agreement . |

| | |
|---------------------------------|--|
| Warranty | means the obligation of the Dealer to You in respect of Mechanical Breakdown of Covered Components during the Period Of Cover as set out in the Agreement . |
| Warranty Assistance | means assistance (in the form of repairs to the Vehicle or a payment in respect of such repairs) provided by the Dealer to You (via the Administrator) in order to give effect to the Warranty that the Dealer provides to You under the terms of the Agreement . |
| Wear and Tear | means the expected decline in condition of Component Parts due to normal everyday use of and/or the ageing of the Vehicle . |
| VAT | means value-added tax as defined in the Value Added Tax Act 1994. |
| Vehicle | means the Vehicle (the details of which are set in the Agreement Schedule) which is covered by Warranty under the terms of the Agreement . |
| You, Your | means the person designated as the “ Warranty holder” in the Agreement Schedule . |
| Your Repair Arrangements | means the type of Warranty Assistance under which You will arrange for one or more Covered Components to be repaired/ replaced and the Administrator will arrange for the invoice for such work to be paid on behalf of the Dealer . |

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

Agreement Terms & Conditions

1. Parties

- a. The **Dealer**;
- b. **You**; and
- c. the **Administrator**.

2. Warranty and Administration

- a. **You** have various legal rights following **Your** purchase of the **Vehicle**. This **Agreement** sets out the way in which those rights will be put into practice. In recognition of the rights, obligations and acknowledgements set out in this **Agreement**:
 - i. the **Dealer** will provide the **Warranty** to **You** during the **Period Of Cover** subject to, and according to the terms of, this **Agreement**; and
 - ii. each of **You**, the **Dealer** and the **Administrator** will comply with its respective obligations under this **Agreement**.
- b. **You** acknowledge that the **Warranty** is not “insurance” for the purposes of the Financial Services and Markets Act 2000 or the rules of the Financial Conduct Authority.
- c. **You** acknowledge that the scope of the **Warranty** provided by the **Dealer** to **You** will depend in part on the applicable additional terms and conditions as set out in the **Agreement Annex**. **Your** category of **Warranty** will be set out in **Your Agreement Schedule**.
- d. **You** acknowledge that the **Dealer** is not obliged to continue to provide a **Warranty** to **You** once the cumulative value of the **Warranty Assistance** that the **Dealer** has provided to **You** pursuant to the terms of this **Agreement** has reached the value of the **Dealer's Maximum Liability**. **You** further acknowledge that the **Dealer's Maximum Liability** will be no more than the **CMV**.
- e. **You** acknowledge that the **Dealer** is not obliged to provide a **Warranty** to **You** in respect of a **Covered Component** once the cumulative value of the **Warranty Assistance** that the **Dealer** has provided to **You** in respect of such **Covered Component** pursuant to the terms of the **Agreement** has reached the value of the **Maximum Liability Per Covered Component** in respect of such **Covered Component**.
- f. **You** acknowledge that the **Warranty Assistance** provided in respect of a single **Claim** will not exceed the **Claim Limit**.
- g. **You** acknowledge that the **Dealer** will only be obliged to provide **Warranty Assistance** to **You** if, among other things, at the time at which the **Claim** is made the **Vehicle** is within:
 - i. the Territorial Limits; or
 - ii. the **EEA** for a period that has not exceeded 30 days.
- h. In the event of **Warranty Assistance** being provided while **You** and/or the **Vehicle** are in the **EEA** any calculations of amounts payable will be carried out using the currency exchange rates prevailing on the date on which the **Claim** is agreed.

- i. The **Dealer** has appointed the **Administrator** to manage the administrative elements of the **Warranty**. If **You** have any questions about the **Warranty** and/or if **You** wish to make a **Claim**, **You** must contact the **Administrator**. **You** acknowledge that, while the **Administrator** has various administrative responsibilities, the **Administrator** is not responsible for providing the **Warranty** or **Warranty Assistance** to **You**. **You** further acknowledge that, should the **Dealer** fail to provide **Warranty Assistance** to **You**, whether in whole or in part, the **Administrator** will not have any obligation to provide **Warranty Assistance** to **You**.
- j. The provisions regarding definitions and interpretation set out at pages 3 - 5 of this document are hereby incorporated into this **Agreement**.
- k. **You** acknowledge that the language of this **Agreement** is English and that the **Administrator** will communicate with **You** in English.

3. Your General Obligations

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

- a. comply with all the terms and conditions of this **Agreement**;
- b. not use the **Vehicle** as a hire vehicle or for any form of motor sport (including motor racing) or competition;
- c. give the **Administrator** all the information and co-operation that it may reasonably require;
- d. comply with the **Administrator's** reasonable instructions;
- e. allow the **Administrator** reasonable access (free of charge) to inspect the **Vehicle**;
- f. drive the **Vehicle** in a reasonable and safe manner (including ceasing to drive the **Vehicle** if that is what a fair, reasonable and competent driver would do in a given situation);
- g. take all reasonable steps to safeguard the **Vehicle** from loss or damage and ensure that it is in a roadworthy condition at all times including:
 - i. taking appropriate steps to protect the **Vehicle** from damage caused by frost, snow, ice, flooding, freezing or corrosion, and;
 - ii. checking and taking any appropriate steps regarding: the level of lubrication, fluid levels, warning signals, gauges or lights);
- h. not make any modifications that materially alter the design and performance of the **Vehicle** except where (and to the extent) required or recommended by the manufacturer;
- i. fully comply with all **Your** legal obligations as owner of the **Vehicle** (including but not limited to **Your** obligations in respect of insurance, taxation and MOT matters);
- j. ensure that the **Vehicle** is serviced at a **VAT** registered garage in a manner and with a frequency that complies with the applicable recommendations of the manufacturer of the **Vehicle** (for the avoidance of doubt, when the **Vehicle** is due for a service **You** must ensure that it receives the service for which it is due no later than the sooner of:
 - i. thirty (30) days from the date on which the service became due and
 - ii. the point at which the **Vehicle** has travelled 1,000 miles in the period beginning with the date on which service became due; and

- k. keep full and accurate records of all services and maintenance carried out in respect of the **Vehicle**.
- l. This **Agreement** does not cover car derived vans or commercial **Vehicles** over 3,500kg.

4. Claims Process

- a. If, during the **Period Of Cover**, **You** become aware of a possible instance of **Mechanical Breakdown** in respect of a **Covered Component** which **You** consider is covered by the **Warranty**, **You** must promptly (and in any event within seven days of becoming aware of the possible **Mechanical Breakdown**) notify the **Administrator** that **You** wish to make a **Claim**.
- b. Once the **Administrator** has received notice of **Your** wish to make a **Claim**, the **Administrator** will determine whether, under the terms of this **Agreement**, the **Dealer** is obliged to provide **Warranty Assistance** to **You** in respect of such **Claim**. In order to assist the **Administrator** in making this determination **You** agree that **You** will:
 - i. promptly provide such additional information as the **Administrator** may reasonably require; and
 - ii. allow the **Administrator** (and any expert appointed by the **Administrator**) reasonable access to inspect the **Vehicle**.
- c. If the **Administrator** appoints an expert to examine the **Vehicle**, **You** agree to accept the expert's conclusions as final and binding with regard to the subject matter of those conclusions.
- d. The **Dealer** will bear the costs of any expert appointed by the **Administrator** (save that **You** will bear the expert's costs in respect of any inspection that has to be undertaken because an action taken or not taken by **You** meant that the expert was unable to complete a previous inspection satisfactorily).
- e. **You** acknowledge that the **Administrator** may determine that the **Dealer** is not obliged to provide **Warranty Assistance** to **You** in respect of a particular **Claim**. **You** agree to accept such a determination by the **Administrator** as final and binding.
- f. **You** acknowledge that, if the **Administrator** determines that the **Claim** is within the scope of **Your Warranty**, the **Administrator** will determine how the **Warranty Assistance** should be provided. The **Administrator** may determine that the **Warranty Assistance** should be provided by:
 - i. **Administrator Repair Arrangements**; or
 - ii. **Your Repair Arrangements**.
- g. If the **Administrator** decides to make **Administrator Repair Arrangements** then the **Administrator** will, to the extent that the **Dealer** has put the **Administrator** in funds to do so, appoint and pay a third party to carry out the relevant repairs. While **You** will receive the benefit of the repair and/or parts, **You** will not handle the payment monies for such repair/parts.
- h. If the **Administrator** decides to allow **You** to make **Your Repair Arrangements** then **You** must submit the proposed terms (including the details of any repairer/supplier and the cost) of such **Your Repair Arrangements** to the **Administrator**.

The **Administrator** has the right, acting reasonably, to refuse to authorise the proposed **Your Repair Arrangements**. If the **Administrator** does so refuse, **You** must submit alternative details and costs until such point as the **Administrator** does accept the relevant details and costs (such acceptance not to be unreasonably delayed or denied). If **You** choose to proceed on the basis of **Your Repair Arrangements** which have not been approved by the **Administrator**, **You** acknowledge that the relevant costs will not be met by **Warranty**.

We will agree costs at the same parts and hourly labour rate as **Our** network repairers charge.

- i. If the **Administrator** accepts the terms of **Your** proposed **Your Repair Arrangements**, then the **Administrator** will issue **You** with an authorisation number. Once **You** have received an authorisation number **You** must promptly arrange for the **Your Repair Arrangements** to be carried out (in the manner which the **Administrator** agreed). Once the relevant repairs have been carried out pursuant to **Your Repair Arrangements**, **You** must, no later than three months after the date on which authorisation number is given for the relevant works to be carried out, submit the invoice (together with the relevant authorisation number and payment details) to the **Administrator** for payment. If **You** have complied with the provisions of this **Agreement** the **Administrator** will arrange for the invoice for **Your Repair Arrangements** to be paid on behalf of the **Dealer**. **You** acknowledge that if the **Administrator** receives an invoice more than three months after the date on which the work is carried out, **You** will not be entitled to **Warranty Assistance** in respect of such work.
- j. **You** acknowledge that no **Warranty Assistance** will be due to **You** if:
 - i. **You** proceed with **Your Repair Arrangements** (or any element thereof) without the **Administrator's** authorisation
 - ii. **You** implement **Your Repair Arrangements** in a manner which differs from the manner which was authorised by the **Administrator**.
- k. Where **Warranty Assistance** has the result that the value of the **Vehicle** after the **Warranty Assistance** has been provided is greater than the value of the **Vehicle** immediately before the relevant incident of **Mechanical Breakdown**, **You** acknowledge that **You** will be liable to pay the **Dealer** on demand a sum in respect of the difference between
 - i. the value of the **Vehicle** immediately before the relevant incident of **Mechanical Breakdown** and
 - ii. the value of the **Vehicle** immediately after the **Warranty Assistance** has been provided. The **Administrator** will determine such sum, acting reasonably and will, in so doing, take account of the age and mileage of the **Vehicle** and the cost of restoring the **Vehicle** to its pre-breakdown condition.
- l. **You** acknowledge that where an instance of **Warranty Assistance** requires the replacement or topping up of oils, antifreeze or other fluids, or replacement of the oil filter, this will form part of the **Warranty Assistance** and will therefore be included in the calculation of the **Dealer's Maximum Liability**.
- m. If more than one **Covered Component** experiences **Mechanical Breakdown** at the same time, all such instances of **Mechanical Breakdown** may, at the discretion of the **Administrator**, be dealt with as part of one **Claim**.

To make a **Claim**:

Telephone: 01844 293810 or **email** claims@wmsgroup.co.uk

5. General Exclusions from the Warranty

The **Warranty** does not cover:

- a. any loss, damage or other matter which is not **Mechanical Breakdown** (including but not limited to: death, bodily injury, liability to third parties, exhaust emission MOT failures and amounts in respect of **VAT**);
- b. **Mechanical Breakdown** of a component which is not a **Covered Component** (including any damage of fabric and/or stitching);
- c. loss, damage or any costs related to the manufacturer's recall of any **Covered Components**;
- d. the replacement of a **Covered Component** where such **Covered Component** has not suffered **Mechanical Breakdown** (including, for the avoidance of doubt, where the replacement has been recommended by the manufacturer or repairer);
- e. any loss, damage or other matter which is consequent to **Mechanical Breakdown**;
- f. **Mechanical Breakdown** caused by any act or omission on **Your** part which constitutes a breach by **You** of **Your** obligations under this **Agreement**;
- g. **Mechanical Breakdown** caused by negligence on **Your** part (including the use of a grade of fuel not recommended by the manufacturers of the covered **Vehicle**), accidents (including collisions), acts of God, road hazard, fire damage, poor workmanship, cracked blocks, cracked cylinder heads, oil and fluid leaks, corrosion, carbon build up, accidental damage to radiator or any other cause which is extraneous to the relevant **Covered Component**;
- h. any **Mechanical Breakdown** to the extent that such **Mechanical Breakdown** could, in the opinion of an independent engineer, have been prevented had **You**:
 - i. stopped using the **Vehicle** at the point at which a fair, reasonable and competent driver should have been aware of a problem; or
 - ii. taken such other steps as a fair, reasonable and competent driver would have taken to reduce damage to the **Vehicle**;
- i. **Mechanical Breakdown** caused by a fault that was present when **You** purchased the **Vehicle**;
- j. **Mechanical Breakdown** caused by **Wear and Tear** (except to the extent set out in the **Agreement Annex**);
- k. **Mechanical Breakdown** which is covered by any manufacturer's or supplier's warranty or under a standard road risks insurance policy; and
- l. any false or fraudulent **Claims**;
- m. **Mechanical Breakdown** of a component the failure or likely breakdown of which was known to **You**, and documented by the **Dealer** to **You**, at the time of sale of the **Vehicle** and which does not have a more general impact on the extent to which the **Vehicle** was of satisfactory quality and fit for purpose at the time of sale;
- n. Consequential **Mechanical Breakdown** of a Covered or non-Covered Component;
- o. **Diagnosis** costs.

6. Your Right of Cancellation

- a. **You** have the right to cancel this **Agreement** within thirty (30) days, starting on the latter of the date **You** enter into the **Agreement** and the date **You** receive the **Agreement** documentation.
- b. If **You** wish to cancel this **Agreement** **You** must write to the **Administrator** at Oxford House, Oxford Road, Thame, Oxon, OX9 2AH or call 01844 293 810. On receipt of **Your** notice of cancellation, the **Dealer** (via the **Administrator**) will send **You** an acknowledgement of the cancellation.
- c. **We** shall not be bound to renew **Your Agreement** and may at any time cancel the **Agreement** by sending thirty (30) days notice to **You** at **Your** last known address.

7. Use of Your Personal Data

- a. This clause constitutes a short form privacy notice, which provides a summary of the way in which **Your Personal Data** may be used by the **Administrator** the **WMS Group (UK) Ltd**.

For full information please go to <https://www.wmsgroup.co.uk/legals/>.

You acknowledge that **We** are a **Data Controller** in respect of **Your Personal Data**.

- i. set out further details about how **We** use **Your Personal Data**; and
 - ii. include the contact details of **Our** Data Protection Officer.
- b. **You** acknowledge that **We** may update **Our** privacy notices from time to time.
 - c. **You** acknowledge that **We** may collect and use **Your Personal Data** as required in order to provide services to **You** and in accordance with **Our** legitimate interests. As such, **You** acknowledge that the purposes for which **We** collect, use and share **Your Personal Data** include (but are not limited to):
 - i. performing **Our** roles in relation to the **Warranty**;
 - ii. direct marketing;
 - iii. reviewing and improving **Our** products and services and the way in which **We** operate **Our** businesses;
 - iv. developing new products and services;
 - v. complying with legal and regulatory obligations and requirements; and
 - vi. sharing information with group companies and business partners so that **We** can provide **Our** products and services and so that **We** can operate **Our** businesses.
 - d. **You** acknowledge that the list of third parties with which **We** may share **Your Personal Data** pursuant to clause 8(c) includes but is not limited to: Governmental organisations, group companies, suppliers and business partners.
 - e. **You** acknowledge that there may be instances in which **We** share **Your Personal Data** with parties which are based outside the **EEA**. **We** have put appropriate safeguards in place to protect **Your Personal Data** where this happens.

- f. The following is a list of rights that individuals may have under **Data Protection Law**. **You** acknowledge that these rights do not apply in all circumstances and that, as such, there may be circumstances in which a particular right does not apply to **You**. Depending on the facts of a particular case, **You** may have the right:
- i. to request access to **Your Personal Data**;
 - ii. to be informed about the processing of **Your Personal Data**;
 - iii. to object to the processing of **Your Personal Data**;
 - iv. to request restrictions on the processing of **Your Personal Data**;
 - v. to have **Your Personal Data** transferred;
 - vi. to have **Your Personal Data** corrected; and/or
 - vii. to have **Your Personal Data** erased.

8. Complaints Procedure

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

Vehicle Guarantee Services Limited (part of **WMS Group (UK) Ltd**)
Complaints Department,
Oxford House,
Oxford Road,
Thame,
Oxfordshire,
OX9 2AH

Telephone: 01844 293 810

Email: complaints@wmsgroup.co.uk

9. Termination

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

10. Assignment

The **Administrator** may, at its discretion, permit **You** to assign this **Agreement** to a third party individual who has agreed to be bound by the terms and conditions of this **Agreement** and who has provided the **Administrator** with a completed "Form of transfer" (as included in this booklet), together with the transfer fee.

11. Force Majeure

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

12. Amendments

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

13. Waivers and remedies

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

14. Severance

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

15. Entire Agreement

- a. This **Agreement**:
 - i. constitutes the entire agreement and understanding between the parties with respect to the subject matter of this **Agreement**; and
 - ii. supersedes and extinguishes any prior drafts, agreements, undertakings, representations, understandings, promises, warranties or conditions, whether oral or written, express or implied between the parties relating to such subject matter.
- b. Each party acknowledges that in entering into this **Agreement** it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this **Agreement**.
- c. Nothing in this clause shall limit or exclude any liability for fraud.

16. No Partnership/Agent

Nothing in this **Agreement** is intended to or shall operate to create a partnership or joint venture of any kind between any of the parties, or to authorise any party to act as agent for any other party, and no party shall have authority to act in the name or on behalf of or otherwise to bind any other party in any way.

17. Rights of Third Parties

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

18. Notices

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

19. Governing Law and Jurisdiction

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

Annex – Additional terms and conditions in respect of 4 Star Agreement

1. Applicability

- a. The **Vehicle** is eligible for 4 Star cover if it:
 - i. is less than 15 years old and
 - ii. has covered less than 150,000 miles

2. Covered Components

Wear and Tear is covered for the duration of the **Agreement**

Diagnosis

1 hour diagnosis on all valid claims

Injectors

Turbos including carbon build up

All sensors and ECUs

Engine

Rocker 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 gears, 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

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, air conditioning pump (excluding pulleys).

Propshaft

Propshaft, universal joints and bearings.

Fuel System - petrol/diesel

Mechanical/electrical fuel pump, air flow 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 window/headlamp 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 a valid **Claim** and provided that the repair time is in accordance with industry standards and 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.

Components Not Covered

All components not listed above are excluded from this **Agreement**.

3. Additional Exclusions

- a. In addition to the exclusions set out at clause 5 of this **Agreement** (but subject to the other terms and conditions of this **Agreement**) the **Dealer** will not provide **Warranty Assistance** in respect of;
 - i. the clearing of fuel lines;
 - ii. repairing water ingress;
 - iii. **Mechanical Breakdown** caused by **Wear and Tear**

4. Additional Benefits

If the **Administrator** determines that **Warranty Assistance** should be provided in respect of a **Claim**, the **Administrator** may:

- a. provide **You** with up to £60 (including **VAT**) towards hotel expenses (excluding food and drink) or rail fares if the **Vehicle** is rendered totally immobile and **We** have accepted responsibility for the repair.
- b. cover **You** within the **EEA** for up to 30 days and **We** will pay the liability at the prevailing currency exchange rates.
- c. ask **You** to provide receipts in order to receive monies under this 'Additional benefits'.

Annex – Additional terms and conditions in respect of 5 Star Agreement

1. Applicability

- a. The **Vehicle** is eligible for 5 Star cover if it:
 - i. is less than 12 years old and
 - ii. has covered less than 125,000 miles

2. 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 those listed under parts not covered. Full terms and conditions are set out in this **Agreement**.

Cover includes:

Wear and Tear is covered for the duration of the **Agreement**

Diagnosis

1 hour diagnosis on all valid claims

Injectors

Turbos including carbon build up

All sensors and ECUs

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.

Components not Covered

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 & clutch friction material, wiring looms, road wheels, clearing of fuel lines, water ingress, oil seals and gaskets (except head gasket), satellite navigation, in-car entertainment, head up display, tracker systems, core plugs, seized brake calipers and all service items, heater elements, centralised locking pumps, car telephone, air bags, 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, 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.

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 a valid **Claim** and provided that the repair time is in accordance with industry standards and 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.

Components Not Covered

All components not listed above are excluded from this **Agreement**.

3. Additional Exclusions

- a. In addition to the exclusions set out at clause 5 of this **Agreement** (but subject to the other terms and conditions of this **Agreement**) the **Dealer** will not provide **Warranty Assistance** in respect of;
 - i. the clearing of fuel lines;
 - ii. repairing water ingress;
 - iii. (if the **Vehicle** is a electric or a hybrid) any **Mechanical Breakdown** that occurs in relation to electrical connectors, wiring, batteries and the disposal of chemical waste resulting from a **Claim**), or;
 - iv. **Mechanical Breakdown** caused by **Wear and Tear**

4. Additional Benefits

If the **Administrator** determines that **Warranty Assistance** should be provided in respect of a **Claim**, the **Administrator** may:

- a. provide **You** with up to £60 (including **VAT**) towards hotel expenses (excluding food and drink) or rail fares if the **Vehicle** is rendered totally immobile and **We** have accepted responsibility for the repair.
- b. cover **You** within the **EEA** for up to 30 days and **We** will pay the liability at the prevailing currency exchange rates.
- c. ask **You** to provide receipts in order to receive monies under this 'Additional benefits'.

Transfer of Ownership

The **Administrator** will consider a transfer of ownership to a private individual (unconnected to the motor trade). Please complete the Transfer of Ownership Form below (including **Your** preferred payment method for the £25 admin fee) and send to the address below. **You** have a maximum of 7 days from the new owner's date of purchase to apply for a transfer. The **Administrator** reserves the right to decline any transfer without providing an explanation. If the request is denied, the **Administrator** will return **Your** fee.

Your 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:

WMS Warranty Administration, WMS Group (UK) Ltd, Oxford House, Oxford Road,
Thame, Oxon OX9 2AH

Cheque ☐ Credit/debit card ☐

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

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) & The Financial Ombudsman Service.

In the event of a breakdown call 0800 888 6247 or 0113 487 8720

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:

- a. Your Agreement Number;
- b. Your name;
- c. Exact location of vehicle;
- d. Nature of breakdown; and
- e. 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.

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:

- a. Roadside assistance;
- b. Roadside repairs;
- c. Assistance at your home;
- d. 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);
- e. 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;
- f. Cover for cars and motorcycles up to 3.5 tonnes (excluding any vehicles with living accommodation);
- g. Recovery of a caravan or trailer attached to your vehicle at the time of the breakdown up to 7.6 metres in length;
- h. Up to 1 hours roadside assistance only;
- i. Up to a maximum of 6 call outs a year; and
- j. 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:

- a. Labour charges in excess of one hour;
- b. Cost of replacement parts, fuel or materials used in a repair;
- c. Toll charges, ferry charges, parking charges, traffic congestion charges;
- d. Storage charges incurred during or after the use of our services;
- e. More than 6 call outs a year;
- f. Running out of fuel, wrong fuel in vehicle, loss of keys, broken glass;
- g. 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);
- h. Damaged keys, key fob faults;
- i. Any campervan or any vehicle (modified to) provide living accommodation;
- j. A second use of our services if no remedial action has been taken to correct the initial fault; and
- k. 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**

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. This may be supplemented by the use of independent agents.

Terms and Conditions and Eligibility of Cover

- a. You or the driver must abide by the terms and conditions of this agreement at all times;
- b. Please note – our recovery operators are unable to work on unattended vehicles;
- c. 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;
- d. WMS Rescue Ltd only covers the vehicle registered for any driver with the owner's permission and legal capability to drive the vehicle;
- e. 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;
- f. 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;
- g. 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;
- h. 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; and
- i. 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: -

- a. 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;
- b. 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 (within a 10 mile radius, each mile thereafter will be charged at £2.05 per mile inc. VAT) to the nearest suitable garage able to effect a repair, or to your onward destination, or to your home address whichever is nearer; and
- c. 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 £40.00 per person, subject to a maximum overall of £200.00 per claim;
 - iii. The recovery of the vehicle, the driver and up to 4 passengers to any one destination within the territorial limits; and
 - iv. The cost of suitable car hire for up to 48 hour's up to a maximum of £100.00 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

- a. 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;
- b. We do not accept any responsibility for the transportation of pet animals or livestock within the vehicle at the time of the breakdown;
- c. A garage or mechanic undertaking repair work on your instruction will be acting as your agent for such repair work;
- d. If requested, you must provide evidence of servicing of your vehicle or receipts for replacement parts;
- e. Recovery cannot be used as a reason for avoiding repair costs;
- f. We reserve the right not to offer renewal of cover;
- g. We reserve the right to refuse service and cancel membership to anyone who behaves in a threatening or abusive manner to our employees;
- h. 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;

- i. In the event of a vehicle breakdown we will offer recovery of any caravan or trailer (within the specified restrictions);
- j. No claim will exceed the current market value of the vehicle at the time of the breakdown; and
- k. 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:

- a. 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;
- b. 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;
- c. Any liability or consequential loss arising from any act performed in the execution of the Breakdown services provided.
- d. Vehicles not in a roadworthy condition immediately prior to any breakdown;
- e. Any claim resulting in a vehicle not being repaired, or that is disposed of or scrapped;
- f. Any vehicle with living accommodation;
- g. Any claim that could be recoverable from any Insurance policy indemnity or Warranty;
- h. Any fines or penalties imposed by courts;
- i. Any charges incurred prior to notification of Breakdown and our approved repairer attending;
- j. The cost of any parts, components, lubricants or materials, food, drinks, telephone calls, petrol, oil or any other incidental expenses;
- k. Any claim where WMS Rescue & Recovery has not been notified at least 48 hours previously of a change of vehicle;
- l. 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);
- m. Breakdowns where your vehicle is not accessible or cannot be transported safely, legally and without hindrance using a standard transporter or trailer;
- n. Any toll charges, ferry charges parking charges or traffic congestion charges;
- o. Any costs recoverable elsewhere;
- p. A second callout when a temporary repair was earlier carried out;
- q. Any claim for assistance while money is owed to WMS Rescue Ltd by the agreement holder;
- r. Any claims for private hire vehicles, i.e. taxis;
- s. 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;

- t. Claims arising from loss or damage to contents of or within your vehicle; and
- u. 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:

- a. The start date; or
- b. 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:

- a. 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;
- b. We may cancel the agreement in the event of misuse of the agreement, and we will not refund any premium; and
- c. 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:

- a. Behave inappropriately towards us, including acting in a threatening or abusive manner, whether verbally or physically;
- b. Persuade or attempt to persuade us into a dishonest or illegal act;
- c. Omit to tell us important facts about a breakdown in order to obtain a service;
- d. Provide false information in order to obtain a service;
- e. Knowingly allow someone that is not covered by your agreement to try and obtain service under this agreement; and
- f. 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:

- a. Restrict the cover available to you at the next renewal;
- b. Restrict the payment methods available to you;
- c. Refuse to provide any services to you under this agreement with immediate effect;

- d. Immediately cancel this agreement; and
- e. 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
Part of WMS Group (UK) Limited
Complaints Department
Oxford House
Oxford Road
Thame
Oxon, OX9 2AH

Telephone: 01844 293810

Email: complaints@wmsgroup.co.uk

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> |
|---|----------------------------|

| | |
|---|----------------------------|
| <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> |
|---|----------------------------|

| | |
|---|----------------------------|
| <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> |
|---|----------------------------|

 **01844 293 810**

 **Sales@WMSGroup.co.uk**

 **Claims@WMSGroup.co.uk**

wms
An Opteven Group Company

WMSGroup.co.uk

VGS 

VGS M4 003 Nov 2021

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Part of the Opteven Group