

AA Warranty

Protect Plus

Vehicle Repair Agreement



Welcome to Your AA Warranty

This is a Vehicle Repair Agreement with the dealership, from which you purchased your vehicle, to protect you against failure of vehicle components. Your dealer has appointed the administrator (Opteven Services UK Ltd) to fulfill their obligation to you under the agreement.

This document includes all the details of what is and isn't covered, how you can make a claim and the terms and conditions of your agreement. Keep it somewhere safe in case you need to refer back to it.

As soon as your cover starts (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.



Call Us: **0345 222 4544**

Email: **aawarranty@opteven.com**

You can contact us for advice and assistance

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Definitions

Understand your Agreement

Definitions

In this **Agreement** and on your **Schedule**, some words have defined meanings, which are shown below. To help **You** identify these **We** have put them in bold throughout this document.

AA

A trademark of AA Group of Companies and is used with permission under licence to Opteven Services UK Ltd.

Administrator, We, Us, Our

Opteven Services UK Ltd a company registered in England and Wales with company number 10843451 and whose registered office is at Oxford House, Oxford Road, Thame, Oxon, OX9 2AH.

Agreement

The agreement between the **Dealer** and the **Administrator** under the terms of which the **Dealer** will, during the **Period of Cover**, provide coverage to you for mechanical and electrical breakdown of covered components.

Agreement Schedule

The schedule to the **Agreement** which outlines various details in respect of the Warranty (including the **Claim Limit**) and of the **Vehicle** (including the **PPoV**).

Autodata

Widely used source providing professionals in the vehicle repair industry with technical information on cars, vans and motorcycles.

Claim

A **Claim** made by **You** for the **Dealer** to provide Warranty Assistance to **You** in respect of an incident of **Mechanical Breakdown** against a covered component of **Your Vehicle**.

Claim Limit

This is the **Agreement** maximum amount limit applied to each individual **Claim** as shown on **Your Schedule**.

Data Protection Law

Please refer to page 25 'How **We** use **Your** information' for full details.

- 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

The motor dealership from which **You** purchased **Your Vehicle**.

Europe

We define **Europe** as including the following countries:

Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Republic of Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Iceland, Liechtenstein, Norway, Monaco, Gibraltar, San Marino, Switzerland and Andorra.

Mechanical and Electrical Breakdown

Sudden and unexpected failure of a component or part arising from a permanent mechanical or electrical fault, which causes the component or part to stop working and means repair or replacement is needed to make the **Vehicle** work properly.

Opteven

The **Administrator** for this **Agreement** is also referred to as **Opteven**.

Definitions

Period of Cover

The **Period of Cover** is the period of time covered as detailed in **Your Agreement Schedule**.

Personal Data

Any data relating to an identified or identifiable individual that are within the scope of protection as “**Personal Data**” under the **Data Protection Law**.

The Channel Islands

Consists of the Bailiwick of Jersey and the Bailiwick of Guernsey

United Kingdom

Your Agreement is applicable in the following regions: England, Scotland, Northern Ireland and Wales.

VAT

Value-added tax as defined in the Value Added Tax Act 1994.

Vehicle

The vehicle described on your **Agreement Schedule**.

Wear and Tear

The expected decline in condition of **Vehicle** parts covered due to normal everyday use and/or ageing of the **Vehicle**.

You, Your

The person named on the **Agreement Schedule**.

Your Protect Plus Agreement

What is and isn't covered
in your Agreement

Your Protect Plus Agreement

This **Agreement** applies to vehicles which are up to 8 years old and have less than 80,000 miles at the start date as shown on your **Agreement Schedule**.

What's covered

Almost all of the original manufacturer's mechanical and electrical components, which includes:

- ✓ Air conditioning (if 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
- ✓ Casings (in the event of a covered item causing damage to it)
- ✓ Catalytic converter
- ✓ Diesel particulate filters
- ✓ Diagnosis costs are covered, but only as part of an authorised **Claim**
- ✓ Hybrid and electric vehicles – manufacturer supplied and fitted power generation and transmission components
- ✓ In-car entertainment system/Sat Nav providing the equipment is factory fitted
- ✓ Oil seals – engine, gearbox, differential, turbocharger (or supercharger) causing a major oil leak (dripping oil) requiring immediate replacement to prevent consequential damage
- ✓ Parts replaced in pairs – such as coil springs, shock absorbers
- ✓ Remote key fobs/key cards covered for an electrical failure up to £200 (inc. **VAT**)
- ✓ Standard 12volt batteries - for 6 months from the start date of the policy
- ✓ The replacement or topping up of oils, antifreeze or other fluids and replacement of the oil filter where an authorised repair requires it
- ✓ Turbo/Supercharger (factory fitted)
- ✓ **Wear & tear** up to 85,000 miles

(For general exclusions see page 11)

What isn't covered

- ▶ Air bags (Supplemental Restraint System)
- ▶ Air conditioning recharging (covered if part of the repair)
- ▶ All light units and bulbs including Xenon igniter units
- ▶ Alloy or steel wheels
- ▶ Bodywork
- ▶ Brake discs
- ▶ Brake drums
- ▶ Brake friction material
- ▶ Carbon build-up
- ▶ Chassis
- ▶ Clearing of fuel lines
- ▶ Clutch friction material
- ▶ Core plugs
- ▶ Corrosion
- ▶ Cracked blocks
- ▶ Cylinder heads
- ▶ Exhaust manifold
- ▶ Exhaust system
- ▶ External oil or fluid leaks
- ▶ Fabric roofs
- ▶ Fuel tanks
- ▶ Gaskets (except head gasket)
- ▶ Glass
- ▶ Hardware e.g. bolts and fixings
- ▶ Head up display
- ▶ Heater elements excluding heated seats
- ▶ Hoses and pipes
- ▶ Hybrid batteries
- ▶ Hybrid and electric vehicles – electrical connectors, wiring and the disposal of chemical waste resulting from a **Claim**
- ▶ Incorrect fuel (or any damage caused as a result)
- ▶ Interior and exterior trim
- ▶ Key blades
- ▶ Locks
- ▶ Machining or skimming to cylinder head
- ▶ Non-factory fitted systems and software updates
- ▶ Oil and fluid contamination
- ▶ Overheating damage
- ▶ Panoramic sunroof
- ▶ Perishable rubber items
- ▶ Sealing materials or compound
- ▶ Seized brake calipers
- ▶ Serviceable items that require routine change or maintenance
- ▶ Software, software updates and/or adjustments (excluding those which are required to complete a repair)
- ▶ Terminals and connections
- ▶ Tracker systems
- ▶ Tyres
- ▶ Water ingress
- ▶ **Wear and Tear** after 85,000 miles
- ▶ Wiring looms

General exclusions

Circumstances that your Agreement won't cover

General exclusions

Car derived vans and commercial vehicles

- ▶ This **Agreement** does not cover car derived vans or commercial vehicles over 3,500kg.

Existing policies and faults

- ▶ Losses normally covered under a road risk insurance agreement or loss resulting from an accident to the **Vehicle**.
- ▶ Pre-existing faults that are present before the **Agreement** start date.

Faulty workmanship

- ▶ This **Agreement** doesn't cover faulty workmanship, cracked blocks or cylinder heads, oil and fluid leaks (unless otherwise specified), water ingress, corrosion or carbon build-up or accidental damage to the radiator.

MOT and servicing

- ▶ Any parts which have not actually failed and which are replaced during routine servicing or maintenance.
- ▶ Failure to replace the cambelt in accordance with the manufacturer's recommendations.
- ▶ Exhaust emissions or MOT failures.

Negligence

- ▶ This **Agreement** doesn't cover damage caused to any covered part if in the opinion of an independent assessor, that damage could have been prevented by stopping sooner, i.e. at the point that a fair and reasonable driver should have been aware of a problem.
- ▶ Damage caused by negligence, i.e. insufficient oil or water.
- ▶ **Mechanical Breakdown** or damage arising from the use of a grade of fuel not recommended by the manufacturer of the **Vehicle**.
- ▶ Any failure due to lack of lubrication, failure to check other fluid levels and adjusting where necessary or ignoring any warning signals, gauges or lights.

Specific Vehicle uses, modifications and alterations

- ▶ A breakdown caused by lack of normal and proper use or care such as overloading or off-road.
- ▶ The **Vehicle** having been altered or modified from the manufacturer's original specification, or having been raced, rallied, used in competition, or for hire or reward, used for courier work, driving tuition or custom built vehicles.

The background features a black field with two large yellow geometric shapes: a triangle on the left and a trapezoid on the right, both pointing towards the top right.

Your Protect Plus added benefits

The little extras that make a big difference

Your Protect Plus added benefits

These benefits will help to ease the stress of unexpected mechanical and electrical repairs.

Car hire

In the event of an authorised **Claim** where the repair time exceeds 8 business hours or remains at the repairer overnight, **You** may hire a car. Car hire is capped to a maximum of £50 per day up to a maximum of 7 days from when repairs begin.

Costs are inclusive of **VAT**, but excludes fuel and insurance. All car hire must be authorised before the start of the hire period, and will form part of the **Claim Limit**.

Vehicle recovery

In the event of an authorised **Claim**, tow-in charges up to £50 including **VAT** will form part of the **Claim Limit**.

Overnight accommodation and rail fare

Hotel expenses or return rail fare will be reimbursed up to a maximum of £60 per night or per journey (including **VAT**) up to a maximum of 7 days from when the repairs begin. This is providing that the **Vehicle** is rendered immobile due to a **Claim** under the terms of the **Agreement**.

Receipts will be required in the event of a **Claim**. Drinks and meals are specifically excluded.

Mechanical and Electrical breakdown cover abroad

Your cover is extended to **Your Vehicle** when used in **Europe, The Channel Islands** and the Isle of Man for a period that does not exceed 60 days per year. In the event of a mechanical or electrical breakdown in **Europe You** must comply with the claims procedure outlined in this document.

In the event of a **Claim**, reimbursement will be based on the GBP Sterling exchange rates on the date that the **Claim** is agreed.

Your cancellation rights

Ending your Agreement

Cancellation rights and termination

Your right to cancel - first 30 days

On receipt of **Your** notice of cancellation, the **Dealer** will refund any payments **You** have already paid, unless **You** have already made a **Claim** under **Your Agreement**.

Your right to cancel - after 30 days

If **You** wish to cancel **Your Agreement** after the first thirty days following the start date or receipt of **Your** documents whichever is later, **You** will not be entitled to any refund of premium.

To cancel this **Agreement** please contact the **Administrator**:

By post: **AA Warranty, Opteven**, Oxford House, Oxford Road, Thame, Oxon, OX9 2AH

By phone: **0345 222 4544**

By email: **aaenquiries@opteven.com**

On receipt of **Your** notice of cancellation, the **Dealer** (via the **Administrator**) will send **You** an acknowledgement of the cancellation.

Our right to cancel

We may cancel **Your Agreement** if **We** have a good reason for doing so. **We** will contact **You** by sending up to 14 days' written notice to the address **We** hold in relation to **Your Agreement**.

We may cancel **Your Agreement** for reasons such as:

- ▶ **You** providing **Us** with incorrect information, and failing to put this right when **We** ask **You** to; or
- ▶ **You** not making a payment for **Your Agreement** when it is due.

If **We** cancel **Your Agreement** as identified above, we may not provide a full refund. If **We** cancel **Your Agreement** on the grounds of fraud, the cancellation may be immediate and **We** may keep any amount **You** have paid. **We** may also pass details on to the police and fraud prevention agencies.

How to make a Claim

A step-by-step process

How to make a Claim

It's easy to make a **Claim**, and we're with you all the way. Here's how to do it.

Step 1

If **You** notice a fault, please visit aaclaim.opteven.co.uk to identify the closest Network Repairer to you, who will be able to book in your vehicle for diagnosis. The cost of diagnosis, when part of an authorised **Claim**, will be met through this Agreement.

Alternatively you can call the claims department on **0345 222 4544**.

Step 2

By using one of **Our** Network Repairers the repairer will be familiar with **Our** claims process and understand that they need to provide an estimate and contact the claims department to gain authorisation for the work to go ahead.

Bills for authorised claims are settled directly between **Opteven** and Network Repairers. In the event of a **Claim** please ensure **You** read 'Claims Conditions'.



Claims conditions

A few important details to bear in mind when making a Claim

Claims conditions

Claims must be reported within 7 days

The **Administrator** handles all **Claims** relating to this **Agreement** on **Your** behalf and directly with the Network Repairer, and will provide authorisation before any repair can take place. **Claims** must be reported within 7 days of a mechanical or electrical fault occurring. Failure to report a **Claim** promptly may affect **Our** ability to assess and pay for **Your Claim**.

Using Your own repairer

If **You** use **Your** own repairer, any work carried out must be authorised by **Us** beforehand. Once a **Claim** has been authorised, **You** must submit the invoice for payment within 3 months. **We** will not reimburse any **Claim** that has not been authorised. We will agree costs at the same parts and hourly labour rate as our Network Repairers charge, so you will be responsible for any parts and labour charges above this. When the work is complete please send the repairer's invoice, quoting **Your Claim** authorisation number to **Opteven** at aaclaims@opteven.com, or **AA** Warranty, Opteven Services UK Ltd, Oxford House, Oxford Road, Thame, Oxon, OX9 2AH.

Assessing the fault

Diagnostic costs as part of an authorised **Claim** are included within **Your Agreement**.

If the cause of **Your** breakdown is not obvious, it may be necessary to disassemble part or all of the **Vehicle**. In this case, **You** may need to cover the cost if the part is not covered. If the part is covered, **We** will pay the cost of disassembling as part of **Your Claim**.

There may be occasions where **Opteven** will need to instruct an independent assessor. They'll tell **You** this at the time of **Your Claim**. If, following specific arrangements, the inspection cannot take place due to errors made by the **Agreement** holder, such as the car not being available at the time of an agreed inspection, an administration fee of £35 may be charged.

Claims Limits

We have a standard parts and hourly labour rate which **Our** Network Repairers charge and which they agree to use. Each **Claim** that **You** submit will be capped at the level of the **Claim Limit** stated in **Your Schedule**. **You** may submit a **Claim** for a repair that is in excess of the limit but **You** will be required to pay any amount over and above the **Claim Limit**.

Each **Claim** that is approved and paid will count towards the overall Total **Claim Limit** as stated in **Your Schedule**. If the Total **Claim Limit** is reached before the expiry date of the **Agreement**, the cover for **Your** car will end.

In giving authorisation for repairs, **We** will assess repair times in line with **Autodata** (or equivalent industry standard) recommended repair or service times. Up to date standard labour rates can be found at aaclaim.opteven.co.uk

You can record each **Claim** approved and paid within the form on page 28.

Parts

We may use genuine reconditioned parts where appropriate. Cover is limited to the failure of a component part on only one occasion.

If You have an insurance policy

If **You** have an insurance policy that would also entitle **You** to **Claim**, **We'll** only pay **Our** share of the **Claim**.

Our liability

We're not liable for any **Claims** directly or indirectly caused by:

- a) any act, omission or negligence by **You** (or any user of the **Vehicle**);
- b) fire, collision, frost, snow, ice, flooding, freezing or corrosion;
- c) parts being subject to recall by the manufacturer;
- d) the failure of a part which is under any existing manufacturer's or supplier's warranty

Important Notice - All claims must be authorised by Us

All claims must be authorised by us before the relevant repairs are carried out. No payments will be made under the agreement in respect of repairs which are carried out without our authorisation.

How to make a complaint

What to do if things go wrong

How to make a complaint

It is always **Our** intention to provide a first-class service. However, **We** do appreciate that occasionally things go wrong.

If **You** wish to make a complaint for any reason under this **Agreement**, including any information provided at time of purchase of the **Agreement** or subsequent **Claim**, please contact **Opteven** as stated below.



Call Us: **0345 222 4544**
Email: **ukcomplaints@opteven.com**



Write to: Complaints Manager, **Opteven**, Oxford House, Oxford Road, Thame, Oxon, OX9 2AH.

Opteven will confirm receipt of **Your** complaint by telephone or email by the next working day, and we will do our best to resolve the problem within 3 working days from the date **We** receive **Your** complaint.

If we are unable to resolve **Your** complaint within 3 working days, we will send **You** a communication, either verbally, by email or in the post (depending on the method of communication **You** prefer) explaining why we have been unable to resolve **Your** complaint, and the steps we intend to take to resolve the issue as rapidly as possible.

Opteven will aim to conclude their enquiries and provide a Final Response Letter to **You** within 8 weeks from the date **Your** complaint was received. **Opteven** will keep **You** regularly informed of their progress towards resolving **Your** complaint, and may need to contact **You** during this time to request or verify information relating to **Your** complaint.

If **You** are dissatisfied with the outcome of **Your** complaint, **You** have the right to refer your complaint to the Motor Ombudsman. Further information is available at www.themotorombudsman.org

The Motor Ombudsman has an online dispute resolution process, which can be accessed via their website.

Alternatively you can contact them:

Call: **0345 241 3008 (option 1)**

Write to: The Motor Ombudsman, 71 Great Peter Street, London SW1P 2BN.

General conditions

Keeping your
Agreement
in order

General conditions

Please note that some conditions are restricted by time frames. Please familiarise yourself with these when making a **Claim**.

Agreement alteration

No part of this **Agreement** may be altered without **Our** written consent.

Death of the Agreement holder

If, in the event of **Your** death, ownership of the **Vehicle** passes to **Your** next of kin if eligible, the **Agreement** automatically continues for the benefit of that person.

Please refer to page 27 for further details.

Alternatively if **You** have not made a successful **Claim** on **Your Agreement**, **Your** personal representative may be able to obtain a pro-rata refund.

Fraud

We may not pay for any **Claim** if:

- ▶ **You** or any user of the **Vehicle** are dishonest;
- ▶ **You** or any user of the **Vehicle** exaggerate a **Claim**;
- ▶ **You** or anyone on **Your** behalf makes a false statement or provides false documents to support a **Claim**.

In the event of fraud, **We** may cancel **Your Agreement** as outlined under the 'Our Right to Cancel' section.

Maintenance and servicing

- a) After each service, please ensure that the relevant service details are recorded by **Your** servicing garage and **You** obtain a receipt for the service. **You** must keep the receipt for reference in the event of a **Claim**.
- b) Care of the **vehicle** - you must take all reasonable steps to safeguard your **vehicle** from loss or damage. The **vehicle** must be maintained at all times in a roadworthy condition. The **vehicle** must be regularly serviced at a VAT registered garage, in accordance with the manufacturer's recommendations
- c) After servicing becomes due **You** have a maximum of 30 days or 1,000 miles (whichever is the sooner) to have the service completed, otherwise **You** may invalidate **Your Agreement**.

Termination on sale

This **Agreement** will terminate automatically if **You** sell or dispose of the **Vehicle**. However, **We** will consider a transfer of ownership to a private individual (unconnected to the motor trade and subject to **Vehicle** eligibility). Please refer to page 27 for further details if **You** wish to transfer this **Agreement** with the **Vehicle**.

Territorial limits

You must be a resident within the **United Kingdom** throughout the **Agreement** term.

How we use your information

Use of your Personal Data

How we use your information

Personal Data We hold, use and the reasons for processing

We collect and use **Your Personal Data** to provide **You** with the **AA** Cars Warranty. **Your** data may also be used for:

- ▶ Direct marketing purposes
- ▶ To develop new products and services
- ▶ To review and improve current products and services
- ▶ To comply with legal and regulatory obligations and requirements
- ▶ To help **Us** improve products or services
- ▶ To improve the operation of **Our** businesses
- ▶ To share information with business partners in order to provide **Our** products and services or operate **Our** business
- ▶ To enable other group companies to perform any of the above purposes
- ▶ These uses are generally needed to provide the services to **You** and for **Our** legitimate interest.

Use of Your Personal Data

This short form privacy notice provides a summary of how **Your** personal data is used by **Opteven** and the **AA**. **We** are separate data controllers in respect of **Your** information.

These set out full details about how **We** use **Your** information and include the contact details of **Our** Data Protection Officers.

We may update those privacy notices from time to time.

Disclosures and Transfers

We share **Your** information within **Opteven** and The **AA** Group companies, and **Our** suppliers and business partners, as well as government organisations where required for the reasons described above.

There might be instances where the **AA** rely on third parties, such as service providers that are based outside UK or **Europe**, to support **Our** businesses and the **AA** Warranty product. Where there is access to data from international locations **We** have appropriate contractual safeguards in place.

Your Rights

Here is a list of the rights that all individuals have under UK data protection laws. They don't apply in all circumstances so **Your** request may not always be granted. If **You** wish to use any of them, **We'll** explain at that time if they apply or not, and if **We** will comply or not with **Your** request, including the reasons why.

You have the right to be informed about the processing of **Your** personal information; to have **Your** personal information corrected; to object to processing; to request restriction of processing; to have **Your** personal information erased; to request access to **Your** personal information and how **We** process it; to move, copy or transfer **Your** personal information; and rights in relation to automated decision making which has a legal effect or otherwise significantly affects **You**.

For full details on how **We** use **Your** information, please see the full privacy notice for the **AA** and **Opteven** at:

www.theaa.com/cars/aa_warranty_privacy_policy.pdf

Transfer of ownership form

Transfer of ownership needs to be applied for within 7 days of vehicle sale

It may be possible to transfer ownership of the **Agreement** to a private individual (unconnected to the motor trade and subject to **Vehicle** eligibility) when the **Vehicle** is sold. There is an associated administration fee of £25 which can be paid by credit/debit card.

You have a maximum of 7 days from the date of the sale of **Your Vehicle** to apply to **Opteven** for a transfer of ownership. **We** reserve the right to decline any transfer request without providing an explanation. If the request is denied, the administration fee will be returned. **Your Agreement** cannot be transferred to another **Vehicle**.

You will need the following information to complete the process: name & address of the new owner, the **Agreement** number, the **Vehicle** registration number, present mileage and date that the **Vehicle** was sold.

In the event of **Your** death, ownership of the **Vehicle** may pass onto **Your** next of kin. **Your** legal representative should contact **Opteven** to discuss the process of transferring the ownership of the **Vehicle**.



Call Us: **0345 222 4544**

Email: **aawarranty@opteven.com**

You can contact Us for advice and assistance

Important dates and information

MOT due date:

Motor insurance due date:

Road tax due date:

Next service due date:

Notes/Claims approved

For advice and assistance



Call Us: **0345 222 4544**
Email: **aaenquiries@opteven.com**



**AA Warranty,
Opteven,
Oxford House,
Oxford Road,
Thame, Oxon,
OX9 2AH**



The logo consists of the letters 'AA' in a bold, black, sans-serif font. The background of the entire page is a vibrant yellow, with a large, diagonal black shape that cuts across the right side, creating a dynamic, abstract composition.

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