

AA

Vehicle Repair Warranty Scheme Protect Lite



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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.

AA	means Automobile Association Developments Limited, a company incorporated in England and Wales with registered number 01878835 whose registered office is at Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA.
Administrator, We, Us, Our	means Safe and Sound VRA Limited, 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.
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 PPoV).
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 .
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 .

Data Protection Law	<p>means:</p> <ol style="list-style-type: none"> 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.
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 .
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 .

PPoV	means the purchase price paid by You to the Dealer for the purchase of the Vehicle .
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 .
We, Our	means the Administrator and the AA .
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.

Your Warranty

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

This is **Your** AA 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**.

Safe and Sound VRA Limited

Advice and assistance is available:

Telephone: 01844 396009

Email: aaadmin@wmsgroup.co.uk or aaclaims@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.

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 PPoV.
- 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 (including for reward and courier work) 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 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).
- k. Keep full and accurate records of all services and maintenance carried out in respect of the **Vehicle**; and
- 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 **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 **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; and
 - 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**.

Telephone 01844 396009 or email aaclaims@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;
 - 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; and
 - n. Consequential **Mechanical Breakdown** of a Covered or non-Covered Component.
6. **Your Right of Cancellation**
- a. **You** have the right to cancel this **Agreement** within 14 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 396009. 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 14 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** and the **AA**. **You** acknowledge that **We** are separate **Data Controllers** in respect of **Your Personal Data**. For full details please see **Our** privacy notices at:
https://www.theaa.com/cars/aa_warranty_privacy_policy.pdf.
These notices:
 - i. set out further details about how **We** use **Your Personal Data**; and
 - ii. include the contact details of **Our** Data Protection Officers.
- 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 write to the **Administrator's** complaints department, the details of which are as follows:

AA Warranty Administration
Safe and Sound VRA Limited
Complaints Department
Oxford House, Oxford Road, Thame, Oxfordshire, OX9 2AH
Telephone: 01844 396009

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 Protect Lite

1. Applicability

The Dealer will provide You with “Protect Lite” if the Vehicle is not eligible for the “Protect Plus” or the “Protect Essential” Warranty categories.

2. Covered Components

The following components of the Vehicle are Covered Components:

- a. *Air Conditioning Pump*;
- b. Front and rear wheel *Bearings*;
- c. The following components of the *Brake* system:
ABS computer / pumps, brake calipers, brake limiter valve, brake pumps, master cylinder, servo, wheel cylinders.
Excluding seizure and electric motors so that these are not **Covered Components**;
- d. *Camshaft Timing Belt* provided that:
 - i. you can prove that you have complied with the manufacturer’s replacement recommendations (if any); and
 - ii. there is no oil contamination.
- e. The following components of the *Clutch*:
Centre plate (in respect of oil contamination only), clutch fork, master cylinder and slave cylinder, pressure plate, thrust bearing;
- f. The following components of the *Drive* system (front and rear):
4-wheel drive units, bearings, bevel gears, constant velocity joints, crown wheel and pinion, drive shafts, planet gears.
Excluding rubber gaiters so that these are not **Covered Components**;
- g. The following components of the *Cooling* system:
Electric fan motor, head gasket, heater matrix, radiator, thermostat, viscous fan coupling, water pump;
- h. *Electric and Hybrid Vehicles*:
Manufacturer supplied and fitted power generation and transmission components;
- i. The following *Electrical* components:
Alternator, centralised locking solenoids, cruise control actuator and control unit only, distributor, ECU (engine only), electric window motor, front and rear windscreen wiper motors, heater fan motor, ignition coil, indicator relay, starter / solenoid, sun roof motor;
- j. The following internal components of the *Engine*:
Camshaft and cam followers, con rods and bearings, crankshaft and bearings, cylinder bores, cylinder head (excluding cracks, re-facing and/or skimming and overheating damage so that these are not covered by **Warranty**), distributor drive, flywheel and ring gear, gudgeon pins, inlet and exhaust valves, oil pump, pistons and rings, push rods, stretched head bolts, timing chains and timing chain tensioner, valve assembly, valve guides and springs.
Excluding burnt valves and decokes so that these are not **Covered Components**;

- k. The following components of the *Fuel* system:
Air flow meter, EGR valve, idle control valve, mechanical / electrical fuel pump;
- l. The following internal components of automatic *Gearbox*:
Bearings, brake bands, clutches, drive plate only, gears, governors, modulator valve, oil pump, servos, shafts, speedometer drive, torque converter, valve block;
- m. The following internal components of the manual *Gearbox and Transfer Box*:
Bearings, gears, overdrive units (where fitted), (excluding gear cables, selectors, shafts, solenoid, speedometer drive, synchromesh hubs.
Excluding gear cables, linkages and electronic actuators so that these are not **Covered Components**;
- n. *Propshaft*, universal joints and bearings;
- o. The following components of the *Steering* system:
Hydraulic/electric motor pump, hydraulic/electric power steering rack, pressure pipes, steering box, steering column, steering idler.
Excluding leaks, electric locks and ECU - so that these are not **Covered Components**;
- p. The following components of the front / rear *Suspension*:
Antiroll bar, ball joints, coil springs, displacer, hydropneumatics system, McPherson struts, self-levelling units, reservoir pump and regulator valves, shock absorbers, suspension arms, swivel joints, upper and lower wishbones.
Excluding leaks and bushes so that these are not **Covered Components**; and
- q. The *Turbo* unit:
Including wastegate, if it is an integral part of the turbo unit and cannot be purchased separately and provided that the turbo is fitted as part of the manufacturer's original specifications.

3. Additional Benefits

- a. If the **Administrator** determines that **Warranty Assistance** should be provided in respect of a **Claim**, the **Administrator** may, at its discretion:
 - i. pay up to £50 (including **VAT**) in respect of tow-in charges;
 - ii. if the estimated repair time is in excess of 8 hours, provide **You** with up to £50 (including **VAT**) per day to pay car hire fees (but not fuel or insurance costs) in respect of an alternative vehicle for up to a maximum of seven days; and
 - iii. provide **You** with up to £60 (including **VAT**) towards hotel expenses (excluding food and drink) or rail fares.
- b. **You** will be required to provide receipts in order to receive monies under this 'Additional Benefits'.
- c. All monies paid to **You** under this 'Additional Benefits' will be included in the determination as to whether the **Dealer's Maximum Liability** and/or the **Claim Limit** has been reached.

4. Additional Exclusions

In addition to the exclusions set out at clause 5 of this **Agreement's** Terms & Conditions (but subject to the other terms and conditions of this **Agreement**) the **Dealer** will not provide **Warranty Assistance** in respect of:

- a. The clearing of fuel lines;
- b. Repairing water ingress;
- c. 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);
- d. **Wear and Tear**; and
- e. Where an instance of **Warranty Assistance** requires the replacement or topping up of oils, antifreeze or other fluids, or replacement of the oil filter his will only be covered up to £50 (plus **VAT**).

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 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: _____

I hereby confirm the above is accurate.

Signature: _____

The **Administrator** is unable to transfer this **Agreement** to another **Vehicle**. The **Administrator** reserves the right to decline any renewal or transfer without explanation. Please forward the completed form to: **AA Warranty Administration, Safe and Sound VRA Limited, Oxford House, Oxford Road, Thame, Oxfordshire, OX9 2AH.**

Cheque Credit/debit card

The **Administrator** will call for card payment if the transfer is accepted.

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 the **Administrator** reserves 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 and supply customer with a bonafide service receipt.

<p>Pre Delivery Inspection</p> <p>I certify that the Inspection has been carried out.</p> <p>Signed: _____</p> <p>P.D.I Date: _____</p> <p>Mileage: _____</p> <p>Next Service Due:</p> <p>Date: _____ Mileage: _____</p>	<p>Dealer Stamp</p>
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<p>1st Service</p> <p>I certify that the Inspection has been carried out in accordance with the Manufacturer's Service Recommendations.</p> <p>Signed: _____</p> <p>P.D.I Date: _____</p> <p>Mileage: _____</p> <p>Next Service Due:</p> <p>Date: _____ Mileage: _____</p>	<p>Dealer Stamp</p>
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<p>2nd Service</p> <p>I certify that the Inspection has been carried out in accordance with the Manufacturer's Service Recommendations.</p> <p>Signed: _____</p> <p>P.D.I Date: _____</p> <p>Mileage: _____</p> <p>Next Service Due:</p> <p>Date: _____ Mileage: _____</p>	<p>Dealer Stamp</p>
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Important Dates

MOT due date:

Insurance due date:

Road tax due date:

Notes

Notes



Advice and assistance available.

T: 01844 396009

E: aawarranty@wmsgroup.co.uk W: theaa.com/cars/aa-warranty

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

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