

WARRANTY IRELAND

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DEFINITIONS

Vehicle

means the Vehicle specified in the Contract Schedule and being less than 3.5 tonnes and being designed to carry no more than 8 people including the driver;

Betterment

means the provision for the depreciation of the Vehicle over time.

Betterment may be applied at the absolute sole discretion of the Providers

Contract Schedule

means the written confirmation You received from the Providers confirming Your details and the Vehicle that is the subject of this contract

Computer Virus

means a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature

Electronic Data

means Facts, concepts and information stored to form usable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

G.V.W.

means Gross Vehicle Weight

Autodata

means Autodata Technical Vehicle Software

Event

means a sudden mechanical or electrical failure that generates a claim under this contract

Mechanical Breakdown

means the actual and sudden mechanical failure or breakdown which results in the sudden stoppage of the Vehicle's normal function which necessitates repair to resume those functions;

Territorial Limits

shall mean the Republic of Ireland.

We/Us/Our

means the Providers;

You/Your

means the owner of the vehicle named on the Warranty Schedule

Contract Fees

means the fee payable for the services listed within this contract

TERMS & CONDITIONS OF CONTRACT

The following Terms and Conditions apply upon acceptance of the receipt of the Contract fees by the Administrator.

1. Only the parts specifically listed will be covered by the Contract
2. In the event of any occurrence giving rise to a claim, You must advise us as soon as is reasonably possible, and must adhere to the claims procedure specified within this document.
3. You, shall take all reasonable steps to avoid further damage occurring. NB: No claim for drive on damage after a fault has occurred will be considered.
4. No claims will be considered unless all servicing has been carried out in accordance with the Servicing Requirements. We reserve the right to examine the original service invoices and subject the Vehicle and failed component/s to expert assessment.
5. On receipt of the correct contract fees, at our absolute sole discretion contribution made by us will be subject to the limits as stated on the contract schedule and in the contract document. Where a reference is made to 'retail value' of the Vehicle at the time of the claim, taking into account the mileage and condition adjustments as recommended in Glasses Guide. If the total claim reach the current value of the Vehicle, at our absolute sole discretion the contract shall be deemed to have expired. The administrator reserves the right to decline any application.
6. The Administrator on behalf of the contract holder reserves the right to agree or nominate a repairer. Labour costs will be calculated in line with Autodata manual times when agreeing a settlement figure. We reserve the right to cap hourly labour rates at €65 plus vat at our absolute sole discretion
7. If You, or Your agent, makes any claim knowing it to be false or fraudulent in any respect, then this Contract shall be deemed null and void and You shall repay all sums paid in respect of any previous false or fraudulent claims. Legal action may be taken to recover costs and damages.
8. The Contract will not consider any claim covered by any existing insurance policy or policies.

9. No refund or part return of Contract Fees is available under this Contract once the 14 day cooling off period has passed. The Contract cannot be transferred to another Vehicle.
10. This Contract is provided in addition to Your legal rights and is not to be substituted for the supplier's liability if the Vehicle is found to be unfit for the purpose for which it was intended, or is not as described, or is not of satisfactory quality.
11. Prior to the sale the supplying dealer must conduct a pre delivery inspection to confirm so far, as is reasonably possible that the covered components are in sound condition. You must ensure all warning lights and gauges are operating correctly at all times. No claim will be considered for drive on damage of any claim.
12. The geographical limit of this Contract is Eire
13. No claim will be considered for work carried out without prior authorisation.
14. We reserve the right to specify the use of guaranteed reconditioned, exchange units or guaranteed factor parts. If you choose not to accept these parts, the potential for any claim will be limited to the cost of these components.
15. The Contract does not cover Mechanical Breakdown occurring during the period of guarantee of a manufacturer or supplier, or failed parts that have been subject to recall by manufacturers, or because of inherent design faults, or components not originally fitted by the manufacturer.
16. No claim will be considered for faults caused by excess wear and tear, freezing, overheating, intrusion of foreign matter, corrosion, neglect, lack of servicing, lack of lubrication or anti-freeze, gradual deterioration or replacement of parts which have reached the end of their effective working lives.
17. The contract does not apply to vehicles used for: hire and reward, custom built or modified vehicles, vehicles over 3500 kg gross vehicle weight, vehicles used in any sort of competition, race or rally or vehicles used for commercial driving tuition.
18. No claim will be considered for consequential damage on, or caused by parts not specifically

listed in this document, faults on the Vehicle at the time of purchase, attributable to the faulty previous repair or servicing of the Vehicle, use of an incorrect grade or type of fuel or oil, faults associated with routine maintenance or servicing or progressive failures.

19. Any third-party claims, consequential losses, bodily injury, road hazard or fire damage claims or losses occurring as a direct result of impact damage are not covered.
20. If it becomes apparent at any time that a Vehicle has been the subject of a total loss payment, at our absolute sole discretion we reserve the right to declare the contract void and to rescind all benefits and no refund shall be given.
21. We reserve the right to ask for proof of ownership of the Vehicle covered by this Mechanical Breakdown contract during the period of cover.
22. If the vehicle does not have a valid NCT at the start date of the contract, any failures observed during the next NCT will not be covered under this contract.

PREMIUM COVER

(vehicles under 8 years under 160kms)

Components Covered By The Contract

All mechanical and electrical components of the vehicle that were manufacturer's original fitments are covered against mechanical or electrical failure due to sudden and unexpected circumstances, except those listed in the Components Not covered by the section below.

Additional Covered Components

- Air conditioning and climate control systems.
- Catalytic Converters
- The Vehicle 12V battery is covered (not auxiliary).
- Hybrid Li-ion battery (EV battery).
- In-car entertainment systems - (original manufacturers' equipment only).
- Satellite navigation unit - (original manufacturer fitment only).
- Traction Motor & Inverter
- VCM (Vehicle Control Module)
- Reduction Gear
- AC/DC Convertor
- Li-ion Battery (EV Battery)

Components NOT Covered By The Contract

- Those regarded as service items or components which are expected to require periodic replacement.
- Stretched timing chains are excluded from protection.
- Exclusions listed on page 13 of this booklet.

Timing Belts

Timing belts' are included providing that the last due change of belt has taken place as specified by the manufacturer's schedules (proof required). Damage subsequently caused if the timing belt has not been changed as specified by the manufacturer is specifically excluded.

Dual Mass Flywheels & Clutch

With normal Wear and Tear, in certain circumstances this results in Your Vehicle being in a better condition than it was before the Breakdown. In the case of Dual Mass Flywheels, the amount Warranty Ireland will pay for a successful claim is dependent on the vehicle mileage at the Date of Loss. (See table below)

Mileage

Between 100,000km and 150,000km

Between 150,000km and 200,000km

Parts & Labour

50% Coverage

25% Coverage

STANDARD COVER

(vehicles under 10 years under 200kms)

The following specifically listed components and their associated labour costs are covered against Mechanical Breakdown, provided that the Terms and Conditions of this contract are fully complied with. Unless listed below, all other parts are excluded.

Air Conditioning

Factory-fitted air conditioning systems are included (Excluding: Pipes, unions, wiring and receiver drier). Re-gassing is covered only where the replacement of an included component requires re-gassing of the system. A maximum value of 80 Euro plus VAT will be contributed within the claim limits. (Routine maintenance re-gassing is not included).

Anti-Lock Brake System (ABS)

Factory-fitted anti-lock braking systems are covered. (Excluding: Wiring and connection faults).

Braking

Brake master cylinder, electric calipers, wheel cylinders, brake vacuum pump, vacuum servo, brake bias/ restrictor valve. (Excluding corroded or seized components).

Cooling

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

Driveline

Front and rear wheel drive vehicles: Open drive shafts including constant velocity joints, universal joints and couplings, prop shafts, prop shaft carrier bearings, rear wheel drive half shafts, and half shaft bearings. Includes front and rear transfer shafts on 4x4 vehicles (excluding gaiters, viscous couplings and oil leaks).

DPF & Catalytic Converter

Excluding Regeneration

Electrical

Alternator, body control module, central locking systems (excluding remote control & wiring). distributor, ECU (main engine control unit only), electric ignition module, electrical radiator fan & temperature sensor, electric sunroof motor and switch, electric window motors and switches, flasher relay, front windscreen washer motor, front windscreen wiper motor, fuel tank sender unit & electrical fuel pump, heater fan motor, horn, ignition coil, indicator and wiper switches (column stalks), rear windscreen washer motor, starter motor and rear windscreen wiper motor.

Engine

All internal lubricated components, also including cylinder block, crankshaft, crank bearings, big end bearings, oil pump, con rods, gudgeon pins, small end bearings, pistons, piston rings, cylinder bores, cylinder head (excluding cracks). rocker shaft, rockers, hydraulic lifters, camshaft and cam followers, push rods, camshaft bearings, inlet and exhaust valves, valve springs, valve guides, cylinder head gasket, inlet manifold, timing gears, timing chains (excluding stretched timing chains). timing belt / timing chain tensioner, single mass flywheel and starter ring gear (excluding sticking valves and oil leaks).

Fuel System

Petrol Engines: Petrol injection pump. Diesel Engines: Low pressure supply pump, fuel shut off mechanism, hydraulic or electrical injection timing mechanism, manifold boost pressure compensator, altitude compensator, glow plug relay.

Suspension & Steering

Coil springs, steering rack and pinion, power steering rack, steering box, power steering box and idler box, power steering pump and reservoir, hydrolastic displacer units (excluding gaiters, oil leaks and balancing). Tracking is only covered if required during the installation of a covered component.

Timing Belts

Timing belts are included providing that the last due change of belt has taken place as specified by the manufacturer's schedule (proof required). Damage subsequently caused if the timing belt has not been changed as specified by the Manufacturer is specifically excluded.

Transmission (manual gearbox)

All internal lubricated components, also including gears & gear clusters, speedo drive, selectors and shafts, synchromesh assemblies, bushes, ball and roller bearings, needle bearings and transfer gears (excluding oil leaks).

Transmission (automatic gearbox)

All internal lubricated components, also including the governor, speedo drive, valve block, mechatronics unit, oil pump, gears, brake bands, servos, clutches, seals, shafts, bearings and bushes, modulator, torque converter, valve and transfer gears (excluding oil leaks).

Transmission (4x4 transfer box)

The following internal mechanical components are included: Transfer gears, selectors, shafts, transfer shafts, needle and roller bearings, output shafts and bushes (excluding oil leaks).

Transmission (4x4 differential)

The following internal mechanical components are included: Planetary gear assembly, crown wheel and pinion assembly, internal shafts, bearings and bushes, thrust washers, spacers, bevel gears. Includes front, rear and center differential on 4x4 vehicles (excluding viscous couplings and fluid differentials, oil leaks).

Dual Mass Flywheels & Clutch

With normal Wear and Tear, in certain circumstances this results in Your Vehicle being in a better condition than it was before the Breakdown. In the case of Dual Mass Flywheels, the amount Warranty Ireland will pay for a successful claim is dependent on the vehicle mileage at the Date of Loss. *(see table below)*

Mileage	Parts & Labour
Between 100,000km and 150,000km	50% Coverage
Between 150,000km and 200,000km	25% Coverage

BASIC COVER

(vehicles under 12 years under 230kms)

The following specifically listed components and their associated labour costs are covered against Mechanical Breakdown, provided that the Terms and Conditions of this contract are fully complied with. Unless listed below, all other parts are excluded.

Differential

Planetary gear assembly, crown wheel and pinion assembly, internal shafts, bearings and bushes, thrust washers, spacers, bevel gears. Includes front, rear and centre differential on 4x4 vehicles (excluding viscous couplings and fluid differentials, oil leaks).

Engine

All internal lubricated components, also including the cylinder block, crankshaft, crank bearings, big end bearings, oil pump, con rods, gudgeon pins, small end bearings, pistons, piston rings, cylinder bores, cylinder head (excluding cracks), rocker shaft, rockers, hydraulic lifters, camshaft and cam followers, push rods, camshaft bearings, inlet and exhaust valves, valve springs, valve guides, cylinder head gasket, inlet manifold, timing gears, timing chains (excluding stretched timing chains). timing belt/ timing chain tensioner, single mass flywheel (excluding Dual Mass Flywheels) and starter ring gear (excluding sticking valves and oil leaks).

Transmission - Manual gearbox

All internal lubricated components, also including gears & gear clusters, speedo drive, selectors and shafts, synchromesh assemblies, bushes, ball and roller bearings, needle bearings and transfer gears (excluding oil leaks).

Transmission - Automatic Gearbox

All internal lubricated components, also including the governor, speedo drive, valve block, oil pump, gears, brake bands, servos, clutches, seals, shafts, bearings and bushes, modulator, valve and transfer gears (excluding oil leaks).

HOW TO MAKE A CLAIM

If at any time You suspect You have a fault covered by Your Contract you must contact us at your earliest convenience during office hours where You will be advised of the best course of action to take. (Please note all calls are recorded for training and quality purposes).

The Providers can be contacted by telephone on 0818 444 777 or via email on claims@warrantyireland.ie

At our request, you should take your vehicle to the repairer agreed or nominated and obtain an estimate for the repairs. The repairing garage should then contact the Providers to provide the information necessary for us to make a decision on your claim.

When the Providers accepts a claim for an agreed cost. Any amount over this amount will remain Your responsibility.

Unless all of the terms of this condition (as detailed above) are complied with, at our absolute sole discretion a claim under this Contract may not be payable.

The Providers or their representatives shall have the right at all reasonable times to have access to the Vehicle during the period any repairs are undertaken by You or a designated repairer.

EXCLUSIONS

1. General Exclusions

As described above, we very much hope that Your Contract will give You peace of mind through protection against the cost of repairs and replacements, However, there are some exclusions that you should be aware of.

- Air bag systems.
- After market audio equipment and communication systems.
- Antennas, aerial masts and motors.
- Bluetooth kits.
- Bodywork components, exterior trim, handles, hinges and check straps, mirrors and mirror assemblies, paintwork and cosmetic finishes, weather strips & seals.
- Burnt, sticking or pitted valves.
- Central locking remote-control units, door handles, door locks, locks, lock barrels, latches, keys and fobs.
- Damage occurring as a result of water ingress or flooding.
- Regeneration of the DPF unit is excluded unless required as part of an authorised sensor replacement.
- Exhaust systems
- General oil leaks, oil leaks as a result of failed seals or gaskets.
- Glass including heater elements, door mirrors and aerials. Headlights, lamps & bulbs, light fittings, tail lights & LED light units.
- Head pressure testing
- Hybrid and EV Li-ion battery charging point, connector and cable.
- Interior trim, upholstery including seating frames/runners and adjustment mechanisms, glove box mechanisms.
- Mounts, brackets, washers and bolts (unless required as part of the installation of an authorised insured component). Pipes and hoses or adjoining connections or fittings.
- Seat belt systems
- Service items including but not limited to: Brake drums/ discs/pads/shoes, clutch frictional material, leads, glow plugs, spark plugs, wiper blades and arms, auxiliary belts.
- Software updates.
- Cameras, front, rear, 360°

- The adjustment or alignment of any component.
- Wear and tear, carbonisation of components, corrosion and seized components.
- Wheels and tyres.
- Wheel alignment (unless required as part of the installation of a covered component).
- Wiring looms and connections, cables, wiring and fuses.
- Oil seals & gaskets
- Oil leaks are only covered under this contract if the removal of the engine, gearbox or differential unit is essential to effect repair of a covered component.
- Camshaft seals, front crank oil seal, drive shaft oil seals, gearbox rear seal, differential pinion oil seal and other seals and gaskets are only covered where removal of the engine, gearbox or differential unit is essential to effect an authorised repair (within the Contract Limit).
- Air conditioning & and climate control systems- Within the claim limits where the replacement of an included component requires re-gassing of the system, a maximum of €80 (plus VAT) will be contributed (routine re-gassing is not included).

2. Other Issues

The following are not covered by the Contract:

- Repairer costs and charges where a fault cannot be found with the vehicle or use in unapproved commercial locations. Such approval may be obtained in advance of use from the Providers;
- Any vehicle that does not meet the current regulations in force at the time of purchase or faults relating to the production of the vehicle;
- Work which relates to a manufacturer recall or routine of the vehicle
- Accidental damage or cosmetic repairs;
- Total loss of use of the vehicle due solely to the non-availability of replacement or substitute parts, in which case the Providers shall at their absolute discretion offer settlement based on the depreciated value subject to Betterment of the Service and the estimated cost of repairs had the parts been available;
- If you request any additional work or replacement parts or components of a superior specification be fitted, You will be responsible for the additional cost;
- The VAT element of any claim where You are VAT registered.

3. Intentional Acts

You will understand that You are expected to take all Reasonable Precautions when using, carrying or storing your vehicle. This Contract does not cover an Event occurring as a result of Intentional act or wilful neglect or Intentional or reckless overloading of, or the imposition of any abnormal conditions on, the Vehicle.

4. War Risk and Terrorism

- Subject to the exclusions of this Clause 4 herein, an Event occurring as a result of war, invasion, acts of foreign enemies, hostilities whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority.
- Damage or destruction caused by, contributed to or arising from an act of Terrorism.
- Nuclear risk and Sonic Boom
- Damage or destruction caused by, contributed to or arising from:
 - Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.
- Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.

5. Consequential Loss

Any consequential loss or damage arising from the Event or from any cause whatsoever. Consequential loss shall include, but not be limited to, any financial loss or the cost of business interruption arising from the loss of use of the , or the loss of information contained in or stored on the , any time and cost involved in reinstating such information and any liability to any third party for delay or non performance of any contract with the third party. Consequential loss shall also include loss of use of any item of (not itself subject to an Event) due to its incompatibility with any item of repaired or replaced pursuant to this Contract .

6. Use By Others

An Event occurring whilst the Vehicle is in the custody of a third party. In this exclusion, third party means anyone other than You or a member of your immediate family normally resident at the address shown in the Contract Schedule

7. Guarantees

Any amount that is recoverable upon the occurrence of an Event at no expense to You under any guarantee, warranty, and rental hire or lease agreement.

Complaints

The Providers are committed to maintaining a high standard of professional conduct in all dealing with customers. If You have a complaint please email the providers at info@warrantyireland.ie

Cooling Off Period And Cancellations

We sincerely hope that you are more than happy with the support that this Contract provides. However, if after reading this Contract, it does not meet your requirements, please contact your retailer within 14 days of purchase, please note that no refund of fees will be considered if a claim has been made under Your Contract

Legal And Governing Law

This Contract may only be relied on and enforced by the Providers and You and shall not be directly or indirectly enforceable by any third party under the Contractual Obligations (Applicable Law) Act, 1991 or otherwise. This Contract shall in all respects be governed and construed in accordance with the laws of the Republic of Ireland and subject to the terms of this clause any disputes arising between the Parties under this Agreement shall be referred to the exclusive jurisdiction of the courts of the Republic of Ireland.

General Data Protection Regulations (2018)

Details of You and Your Contract will be held by the Providers and the Providers in their computer records for processing, claims handling and fraud prevention, subject to the provisions of the General Data Protection Regulations Act 2018.

To help Us improve Our Service, We may record or monitor telephone calls.