





Congratulations on the purchase of your vehicle.

Your Supplying Dealer will have done everything possible to ensure your vehicle meets your expectations but in the unlikely event that you encounter a problem we are here to help.

To ensure peace of mind motoring it is important that you understand the terms, conditions and exclusions of this warranty. Your Supplying Dealer has agreed to repair or replace any covered part which suffers mechanical/electrical failure.

Please note that this warranty in no way affects any of your statutory rights. Should you require information on your statutory rights we would suggest you contact your local trading standards office, citizen's advice bureau, a solicitor, or other legal agency.

You may be contacted on expiry of this warranty and offered the opportunity to renew and/or upgrade your policy.

Please do not hesitate to contact us on **0203 146 8732** should you wish to upgrade sooner or have any questions regarding this warranty.

We wish you a happy and trouble free motoring, enjoy your new purchase.



INTRODUCTION

In order that We can provide You with the best possible level of service we ask that You read this Agreement carefully and seek assistance from Us should there be a section of the Agreement that you require clarification on as failure to do so may invalidate any future claim.

This booklet is a contract between the warranty holder and the Supplying Dealer. The Supplying Dealer has appointed Blackstar Warranties as claims administrators to act on their behalf for claims arising under the Agreement.

DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this Agreement:

Administrator/Our/We/Us: Blackstar Warranties, Kemp House, 152-160 City Road, London, EC1V 2NX.

Agreement: Including the Schedule Agreement between the Supplying Dealer and You as detailed in the Schedule for the provision of the Mechanical Breakdown Warranty as described in this Agreement.

Claim Limit: The maximum amount the Supplying Dealer has agreed to pay towards an individual claim.

Mechanical Breakdown: Is the sudden and unforeseen breakage of a covered component arising from any permanent mechanical, electrical or electronic defect, causing sudden stoppage of its function, necessitating immediate repair or replacement before its normal operation can be resumed. This Agreement does not cover replacing parts that have not actually failed or need to be replaced as part of "good engineering practice", or have simply worn the proximate cause of which is wear and tear, or items which may be considered to have come to the end of their normal life expectancy.

Owner/You/Your: The purchaser of the Vehicle forming the subject matter of this Agreement as specified in the Schedule.

Period of Cover: The period of time that this Agreement is valid.

Schedule: The Schedule attached to this Agreement providing details of You, Your Vehicle, Period of Cover the Supplying Dealer has agreed to provide and the level of cover.

Supplying Dealer: The Supplying Dealer of the Vehicle and this Agreement as detailed on the Warranty Schedule.

Vehicle: A Motor Vehicle supplied by the Supplying Dealer specified in the Schedule being less than 3.5 tonnes.

SILVER COMPONENT COVER

The following components are protected against mechanical failure (as defined elsewhere in this document). Please note that if a part is not specifically listed it is therefore not covered.

Automatic Transmission: Gear, clutches, brake bands, valve block, oil pump, drive plate, pinion carrier, sun gear, reverse sun gear, internal shafts, unidirectional clutch, bearings and bushes. Excluding external linkages, adjustments and electrics.

Brakes: Brake master cylinder.

Casings: Casings are covered if they have been damaged by any of the listed parts.

Differential: Crown wheel and pinion, gears, shafts, bearings and bushes, planet gears, planet carriers, thrust washers. excludes viscous couplings and fluid differentials.

Engine: Big end bearings, con rods, crankshaft, camshaft, cam followers, cylinders bores, cylinder head (excluding cranks), distributor drive, flywheel (excluding dual mass), main bearings, inlet valves, exhaust valves, valve guides, pistons and rings, tappet gear, timing gears, chains, starter ring gear, oil pump, gudgeon pins, small end bearings, valve springs, valve collets, rocker shafts, all internal bushings, excluding lubricants and filter elements, overheating, de-coking, burnt, pitted and sticking valves, failure of timing belt or consequential damage not covered.

Front and Rear Wheel Drive: Drive shafts, universal joints and couplings and constant velocity joints, half shafts and bearings. Excluding gaiters and bushes.

Gearbox: Gear, synchromesh hubs, selectors, shafts, input shaft, layshaft, mainshaft, reverse idler gear, reverse idler shaft, selector shafts and selector forks, bearings and bushes. Excluding any external linkages.

Renewal: The warranty is renewable subject to the approval of the Supplying Dealer.

Torque Converter: Casings, impellor, blades, master splines and drive.

GOLD COMPONENT COVER

Gold cover includes all the items listed within the silver cover plus the following. Please note that if a part is not specifically listed it is therefore not covered.

Brakes: Callipers, wheel cylinders, brake bias, vacuum servo, brake pump.

Clutch: Clutch plate, clutch cover, thrust bearing and/or release bearing, clutch fork and pivot, master cylinder, slave cylinder. Excludes external linkages and burnt out parts.

Cooling System: Water pump, thermostat and head gasket, heater matrix, radiator, expansion tank. All other parts and damage caused by overheating, frost or as a result of lack of antifreeze are excluded.

Electrical: Voltage regulator, starter motor, indicator relay, front and rear windscreen wiper motor, front and rear windscreen washer motor, alternator, ignition coils, electric window motors and switches, horn, glow plug relay, electric sun roof motor and switch, central locking systems excluding remote control unit and wiring, indicator stalk, wiper stalk, heater fan motor, fuel tank sender unit, electric fuel pump, temperature sensor, oil pressure switch, speedo transducer, element of heated rear screen, door mirror motors.

Fuel System: Fuel pump, injector pump, jets, tank sender unit, needles, valves and floats, map sensor excludes injectors.

Steering: Rack and pinion, steering box, idler box, power steering unit, pump and pressure pipes.

Suspension: Coil springs, leaf springs, wishbones, anti roll bars.

Torque Converter: Casings, impellor, blades, master splines and drive.

Transfer Box 4x4: Transfer gears, selectors, transfer shafts, needle and roller bearings, output shafts and bushes.

Wheel Bearings: Front and rear wheel bearings.

The following items will be covered if recorded on the Agreement and additional payment made;

- 1) **Turbocharger/Supercharger/Kompressor** – the complete unit is covered providing it is of original manufacturers equipment
- 2) **Anti Lock Brake System** – factory fitted ABS is covered, excludes wiring and connection faults
- 3) **Air Conditioning/Climate Control** – factory fitted systems are covered – excludes pipes, unions, wiring, cost of regassing
- 4) **Catalytic Converter** – factory fitted catalytic converters are covered excludes damage caused by impact, corrosion or incorrect grade or type of fuel.



IMPORTANT INFORMATION

THE COVER WE PROVIDE

Should a covered component fail as the result of a Mechanical Breakdown the Supplying Dealer may cover the cost of its repair or its replacement in line with this Agreement. The liability of the Supplying Dealer for each repair is limited to the Claim Limit shown on the Warranty Schedule, the total amount of all the claims is limited to the purchase price of the Vehicle.

IMPORTANT NOTE

You are covered only for the parts described in this Agreement once We have received Your Schedule along with the appropriate fee and We have issued confirmation of acceptance of the Warranty. You must not have any repairs completed without Our prior approval. We will issue a claims authority number to confirm Our agreement to cover the agreed costs. Blackstar Warranties act as administrators on the behalf of the Supplying Dealer for claims arising under this Agreement.

SERVICING REQUIREMENTS

It is a condition of this Agreement that you must have the vehicle serviced at the correct times/ intervals/mileages as directed by the vehicle manufacturer (including any alteration to service intervals, component replacement intervals or modifications issued after manufacturer of Your Vehicle by the manufacturer). If you do not comply with this condition your claim may be declined even if your claim is not in respect of a serviced related fault. It is Your responsibility to establish the correct intervals for Your Vehicle.

WHAT TO DO IN THE EVENT OF A MECHANICAL BREAKDOWN

In the unlikely event of a Mechanical Breakdown please ensure that our authorisation is obtained by Your repairing garage prior to undertaking any work to Your Vehicle. We will not be liable for repairs that are commenced or completed without Us issuing a specific authorisation number.

IF YOU HAVE A CONCERN

If you have any concerns regarding this Agreement or the level of service You have received please forward details of your concerns along with details of this Agreement and in particular Your registration number to Blackstar Warranties, Kemp House, 152-160 City Road, London, EC1V 2NX.

TERMS AND CONDITIONS

- 1.** Diagnostic, investigatory and temporary repair charges are not covered under this Agreement under any circumstances. The Supplying Dealer may authorise and pay for the part(s) and labour charges to rectify the fault (when agreed by the Supplying Dealer) up to the maximum Claim Limit as stated on Your Schedule. It is up to You to authorise diagnostic work investigatory and temporary repairs and to pay such charges direct to the repairing garage.
- 2.** No repairs are to be commenced without Our prior authorisation. We will issue a claims authorisation number which You must quote in each communication You have with Us. Any claims authorisation numbers that We have issued will automatically expire after a period of 60 days where no documentation has been received to support the claim.
- 3.** We reserve the right to inspect Your Vehicle during and subsequent to a claim. The costs associated in conducting an inspection by either an independent engineer or assessor will be authorised by Us, however, if for whatever reason the engineer/assessor is unable to undertake a full inspection through any fault other than their own, then the cost of any subsequent inspection will be Your responsibility.
- 4.** You will be responsible for the first £35 of all claims, regardless of overall value and if You or Your repairing garage report more than one failure at the point of the breakdown then this will be dealt with as one claim and subject to one Claim Liability as stipulated on Your Schedule.
- 5.** The Supplying Dealer will not pay more than the Claim Limit shown on the Schedule or as otherwise restricted in this Agreement and the maximum the Supplying Dealer will pay in total during the Period of Cover is up to the original purchase price of the Vehicle. In the event of a claim being authorised, the Supplying Dealer reserves the right to limit the amount authorised to a fair and reasonable rate by obtaining a contribution towards the costs of part(s) and/or labour charges where necessary from You. This Agreement does not automatically include main dealer labour rates or repairing garages that may seek to apply higher than normal rates.
- 6.** This Agreement is in addition to your normal statutory rights. The mileage quoted on the schedule does not guarantee that this is the true mileage the Vehicle has covered.
- 7.** The Vehicle must be serviced in accordance with the manufacturers' service schedules or be maintained as recommended by the manufacturer. This Agreement will not cover any fault which results from failure to comply with manufacturer service/maintenance recommendations. You must retain all VAT service invoices (and allowance of 30 days or 750 miles is applicable).
- 8.** There are no refunds on this Agreement after the first 14 days from purchase of the Vehicle. If you wish to cancel this Agreement before the 14 days then You may do so in writing providing You have not made a claim and that you have paid a distinct and separate price for this Agreement. It is Your responsibility to understand the scope of cover provided and to raise any questions before the 14 days have expired. After this time it is deemed you are fully satisfied with the cover. Any refunds due will be made to the parties who directly paid the Supplying Dealer for the Agreement.
- 9.** All benefits under this Agreement are forfeited if a false or fraudulent claim is made.
- 10.** It is expressly agreed and declared that We and the Supplying Dealer shall be released from all liability and obligations should the conditions of the Agreement not be complied with fully by You.
- 11.** The terms of this Agreement cannot be changed under any circumstances.

EXCLUSIONS

1. THE SUPPLYING DEALER SHALL NOT BE LIABLE UNDER THIS AGREEMENT FOR:

- Any failure which is not as a result of a Mechanical Breakdown as defined under this Agreement or the fault(s) that existed or could reasonably be stated to have existed prior to this Agreement being taken out.
- Any breakdown which is reported to Us more than 7 days after the relevant faults are discovered or where the true mileage of the Vehicle cannot be verified.
- Vehicles used for any kind of timed competition or race, for hire or reward (for example, taxis, self-drive, or driving schools)
- Repairs to the Vehicles which have been modified after the sale of the Vehicle and that modification has contributed to the failure or has failed itself.
- Components regarded as service items or which require periodic replacement e.g. filters, oils, brake pads, brake discs, HT leads, ancillary drive belts, bulbs etc.
- Any repairs that have not been authorised by Us in the first instance or faults not notified to Us during the Agreement period.
- Loss caused by not taking preventative measures to minimise the claim. This is particularly relevant to overheating damage (howsoever caused)

2. NO LIABILITY WILL BE ACCEPTED BY DAMAGE CAUSED BY:

- Negligence, abuse or wilful damage (including continuing to drive Vehicle when it is not mechanically sound)
- Lack of servicing
- Effects of overheating, freezing or frost damage.
- Damage to parts not covered by this Agreement or by subsequent costs or damage.
- Damage to parts We include caused by parts not included under this Agreement.
- The gradual reduction in operating performance of the Vehicle which is commensurate with the age and mileage covered by the Vehicle. This includes, but is not limited to, the gradual loss of engine compression necessitating the repair of the valves or rings; gradual increase in oil consumption due to normal operating functions.
- Cylinder head cracks/porosity are specifically excluded under the terms of this Agreement
- The use of a grade of fuel not recommended by the manufacturer of the Vehicle or from the use of inadequate or improper antifreeze protection.
- Subjecting the Vehicle to a load greater than that permitted by law or the manufacturer's recommendations.

- Fire, self-ignition, lightning, earth quake, explosion, water ingress, frost, storm, tempest, flood, water damage, theft or attempted theft, aircraft or other aerial devices or articles dropped therefrom extreme cause.
- Deterioration of lubricants resulting in consequential damage.

3. NO LIABILITY WILL BE ACCEPTED FOR:

- The effects of poor repair or parts which have been fitted incorrectly.
- Parts subject to recall or repair or replacement by the manufacturer or attributable to the manufacturers design fault or defect.
- Parts not fitted as standard by the manufacturer, unless inclusion for such items is agreed beforehand.
- Any ancillary components, equipment or service items not listed.
- Dismantling costs unless the Administrator accepts the costs of as part of a valid claim.
- Routine servicing or repair save to the extent of a repair is within any entitlement under this Agreement.
- Any parts which have not failed but have been reported as requiring replacement during routine servicing and/or repair or at the time a repair is in progress or where You have not specifically identified a concern with the Vehicle.
- Repair costs in excess of the Claim Limit.
- Death, bodily injury or loss of use or any consequential loss of whatsoever nature.
- The VAT content of any claim if You are VAT registered.

4. This Agreement excludes any damage caused by a road traffic accident or collision or any road hazard whether or not insured under any motor insurance or accidental damage policy.

HOW TO MAKE A CLAIM

Should it be necessary to make a claim, please ensure the following procedure is adhered to.

- 1) Refer to "Component Cover" in this booklet and ensure that the part(s) directly causing the breakdown are covered.
- 2) Deliver your Vehicle to a reputable repairer, please ensure you take with you your warranty booklet and receipt(s) for any services carried out.
- 3) Before any work is undertaken, the repairing garage must contact us on 0203 146 8732 for authorisation. The repairing garage will require the following;
 - This warranty booklet
 - Payment Authorisation Form completed and signed by the warranty holder
 - Exact mileage and date of failure
 - Cause of breakdown
 - Estimated cost of repair for both part(s) and labour.
- 4) Where possible authority will be given by means of a specific authorisation number for the sum authorised. Any amount in excess of this amount is the responsibility of the warranty holder.
- 5) After the repairs have been completed an itemised invoice, the warranty booklet with the Payment Authorisation form completed and signed by the warranty holder, together with any appropriate service receipts should be forwarded to Blackstar Warranties, Kemp House, 152-160 City Road, London, EC1V 2NX.
- 6) Please ensure that the authorisation number is quoted on the repair invoice. This will enable us to deal with your claim with minimal delay.
- 7) The warranty holder is responsible for the first £35 of each and every claim.

PLEASE NOTE: It is not possible for ourselves to authorise any repairs without issuing a specific authorisation number. No liability can be accepted for any repair undertaken or commenced without this authorisation.

PAYMENT AUTHORISATION

SECTION A – TO BE COMPLETED IN FULL BY THE WARRANTY HOLDER

Warranty Number:

Warranty Holders Name:

Address:

Mileage fault first noted:

Date fault first noted:

Details of initial symptoms of problem:

Are you VAT Registered for VAT: Yes/No

Where would you like payment made to: Vehicle Owner or Repairer (delete as appropriate)

Signed..... **Date**.....

To be completed and signed by the Warranty Holder otherwise payment cannot be released. Please do not detach this form from the booklet. A copy will be returned to the Warranty Holder for future reference. Please ensure Section B overleaf is completed by your repairer to avoid any delay in payments.



PAYMENT AUTHORISATION

SECTION B – TO BE COMPLETED BY THE REPAIRER

Repair Authorisation Number:

Date of Repair:

Mileage of Repair:

List of Items replaced by repairer.

Signed..... **Date**.....

Name of person signing

Position of person signing

Repairer's Stamp

Please post recorded delivery to

Blackstar Warranties
152-160 City Road
London
EC1V 2NX



SERVICING SCHEDULES

Stamp or sign confirming service in accordance with manufacturers/Supplying Dealers recommendations. It is your responsibility to establish when this is and then keep the invoice as proof.

There is a maximum allowance of 30 days or 750 miles to assist you in making the necessary arrangements.

1st Service:

Date of Service

Mileage at Service:

Signed.....

Garage Stamp

2nd Service:

Date of Service

Mileage at Service:

Signed.....

Garage Stamp

3rd Service:

Date of Service

Mileage at Service:

Signed.....

Garage Stamp

4th Service:

Date of Service

Mileage at Service:

Signed.....

Garage Stamp

5th Service:

Date of Service

Mileage at Service:

Signed.....

Garage Stamp

6th Service:

Date of Service

Mileage at Service:

Signed.....

Garage Stamp

Blackstar Warranties
152-160 City Road,
London,
EC1V 2NX

Tel: 0203 146 8732

