

MG MOTOR UK



MG MOTOR UK LIMITED, LOWHILL LANE, LONGBRIDGE, BIRMINGHAM B31 2BQ

MG.CO.UK

# **MG Motor UK**

## **4th & 5th Year Extension for MG3 & MG6**

### **Your Warranty**

**August 2014**



VAT Registration No. GB 918 3998 70. A company registered in England with Registration No. 05779958

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*Before any work is under taken you are required to contact the administrator so that the claims procedure can be fully explained to you. All repairs should be carried out by an approved repairer, to make a claim please contact 024 7652 7815 during normal office hours.*

## The Warranty

*Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this warranty and will appear in bold. Please refer to the definitions section of the warranty for the defined terms.*

As **your** manufacturer **we** have certain responsibilities under The Sale of Goods Act 1979 to deliver **your vehicle** as described, fit for purpose and of a satisfactory quality.

The aim of this warranty is to extend **your** manufacturers warranty of 3 years or 60,000 Miles to cover **defects** that may develop after this period.

Please read this document carefully and make sure **you** understand and fully comply with its terms and conditions, failure to do so may jeopardise the payment of any claim which might arise and could lead to the warranty becoming void.

Please ensure **you** keep it in a safe place so **you** can read it again if **you** need to.

This document contains details of the cover **you** have, what is excluded from the cover and any conditions that apply.

This warranty does not cover maintenance, **components** failing due to **wear and tear**, **components** which are not covered as shown in the terms and conditions or **vehicles** which are used for hire or reward.

Please ensure **you** comply with the service requirements as detailed in the Warranty Conditions section of this document.

**We** reserve the right to make changes in content, description or terms of the warranty if it's deemed necessary by legislation and agree to give **you** notice of any changes.

This warranty is a non-insured product, any obligation to pay claims will be **our** sole responsibility. Should **we** cease to trade, then this product will no longer be valid.

## Legal Rights

**Your** protection under the terms of this warranty does not affect **your** statutory rights in law, this warranty is in addition to **your** legal rights.

## Law Applicable to this Contract

**You** and **we** are free to choose the laws applicable to this warranty. As **we** are based in England **we** propose to apply the laws of England and Wales and by purchasing this warranty **you** have agreed to do this.

This warranty is administered on behalf of **us** by A1 Guarantee Limited.

## Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this warranty and will appear in bold.

1. **Administrator** means A1 Guarantee Limited, 7th Floor, Eaton House, 1 Eaton Road, Coventry CV1 2FJ.
2. **Component** means any mechanical, electrical and electronic part, which forms part of the **vehicle's** original specification, covered under this warranty.
3. **Cover period** means the length of time that this warranty operates as stated in **your** service schedule.
4. **Defect** means a shortcoming, fault or imperfection to a product during it's production where the **defect** hinders the usability of the product for the purpose of which it was manufactured as a result of (but not limited to): a deviation from design specifications, **defective** materials and/or workmanship, poor design and/or testing.
5. **Geographical limits** means the area in which this warranty is effective and are Great Britain, Northern Ireland, the Isle of Man, the Channel Islands.
6. **Overall claim limit**, is the maximum amount that can be claimed during the **cover period**.
7. **Repair cost** means the cost of both repair materials and labour (including VAT where appropriate) necessitated in rectifying the **defect**.
8. **Repairer** means any full-time business providing a car repair service which is authorised by MG Motor UK (**us**) to carry out repair or replacement under this warranty.
9. **Replacement cost** means the cost of replacement **components** of similar make and quality as the **component** that had suffered **defect**, should the MG OE part not be available, including the labour cost of fitting the new **component**, in line with part manufacturer list prices.
10. **Servicing handbook** means the handbook which was issued with the **vehicle** when new by **us** and which details the servicing and maintenance requirements for the **vehicle**.
11. **Single claim limit**, is the maximum amount that can be claimed per **defect** during the **cover period**.
12. **Vehicle** means only the **vehicle** as identified on the warranty schedule for private use (please refer to the 'What is Not Covered' section for details of **vehicles** and uses excluded from cover).



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13. **We/us/our** means MG Motor UK, Registered in England Number 05779958, Registered office Lowhill Lane, Longbridge, Birmingham, B31 2BQ.
14. **Wear and tear** means the gradual deterioration associated with normal use and age of the **vehicle** and its **components**.
15. **Worn out** describes **components** which have reached the end of their normal effective working lives because of age and/or usage.
16. **You/your/yourself** means the owner/driver named in the warranty schedule.

### What is Covered

This warranty covers the **vehicle** against **defect** in the **geographical limits** of mechanical and electrical **components** of the **vehicle** that were **our** original specification except those listed in the What is Not Covered section.

Any claim is subject to the **single claim limit, overall claim limit**, conditions and exclusions set out in this warranty.

Please note: This warranty does not cover failure due to **wear and tear** or impact damage.

### What is Not Covered

- Bodywork, paint, exterior and interior trim, glass of any description, batteries, alarm systems, entertainment and communications systems, remote control transmitters and receivers, airbag system, tyres, exhaust system including catalytic converter and manifold, oil cooler, heater matrix, wiper blades, brake linings, discs and drums, belts not specifically listed, wiring, printed circuits and bulbs, locks and latches, mountings of any description, and the failure of fixings i.e. nuts, bolts etc.
- Service items including but not limited to: Distributor Cap, Gaiters, Boots, Rotor Arm, Condensers, Points, High Tension Leads, Spark Plugs, Oil Filters, Wiper Blades, Filters, Bulbs, Belts and Diesel Particulate Filter.
- Vehicles:
  - a) customised or modified in any way from **our** specification, or
  - b) owned temporarily or otherwise (resulting from trade-in or acquisition for the purposes of resale) by a business formed for the purposes of selling or servicing motor **vehicles**, or
  - c) used for competition or trial (other than Treasure Hunts), rally, racing, pace making, off road use, commercial driving, hire or reward, driving school, transportation of goods, delivery courier, emergency or recovery services, or
  - d) designed to carry more than 8 people including the driver, or
  - e) over 3500kg gross weight, or
  - f) powered by a rotary engine, fuel cell, Liquid Petroleum Gas (LPG), Compressed Natural Gas (CNG) solely by Electricity, or

- g) which include any experimental equipment, whether or not supplied by the **us**, or
  - h) which are classified as kit cars, replica cars, non-passenger cars, motor caravans or caravans, or
  - i) specifically designed for primary sale in Northern, Southern or Central America.
- Claims which are not notified to, and carried out by, a **repairer** authorised by **us**. Any repairs, damage rectification or fitting of replacement parts and accessories which are not also carried out by an authorised **repairer** and in accordance with **our** instructions.
  - Claims for recovery and towing or any costs relating to the provision of courtesy cars and alternative transport.
  - Any adjustments.
  - Consumable.
  - Corrosion.
  - Replacement of fuel, anti-freeze, hydraulic fluids, grease or oils, unless required in direct connection with the repair or replacement of an approved **component**.
  - Any failure caused by lack of, or improper maintenance.
  - Damage caused by, or arising from, war, strikes, vandalism, accidents, collision, fire, explosion, theft or attempted theft, adverse weather conditions or any act or omission that is wilful, unlawful or negligent.
  - Depreciation in the value of the **vehicle**.
  - Any costs incurred outside the liability of this warranty.
  - Any exploratory dismantling charges will only be reimbursed as part of valid claims. It is **your** responsibility to authorise and to pay the charges if it is proved that the failure is not the responsibility of **us**.
  - Any **vehicle** that has been written off by an insurer.
  - Any repair, replacement or alteration not authorised by **us**,
  - **Vehicles** that have exceeded the maximum permitted mileage covered by the warranty, which is 100,000 miles.
  - R134A refrigerant gas and antifreeze are not claimable unless associated with the rectification of a manufacturing **defect**.
  - Wheel Balance and Alignment.
  - **Wear and tear** and **worn out components**.
  - VAT where **you** are VAT registered.
  - Any repair where non- MG approved parts are used. **We** reserve the right to reject any claim where the cause of the **defect** is due to the use of non-approved parts.
  - Any claim where the **vehicle** has been subjected to any load heavier than the maximum recommended by **us**.
  - Any costs incurred where reconditioned, repaired or exchange parts have been fitted to **vehicles**.
  - Any **replacement costs** for major units such as engines, gearboxes or transmissions where new units have been fitted. Exchange units, not new units, should be fitted, unless **we** have agreed otherwise.
  - The cost of supplying non-mechanical or electrical components which are required to be replaced as part of a claim under this warranty.



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- The renewal of any clutch **component**, due to incorrect adjustment, misuse or general **wear and tear**.
- The clearing of fuel lines, filters, carburettors and pumps.
- Any costs related to diagnostic work.
- Wheel alignment and balancing
  - a) where the repair, replacement, loss, damage or liability is claimable on any other existing warranty, or
  - b) any damage caused by the **vehicle** being driven with a **defect**, or
  - c) the replacement or adjustment of any parts to enable the **vehicle** to pass an MOT, or
  - d) which were faulty or had suffered **defect** prior to the commencement of the warranty.
- Any damage to the vehicle or its **component(s)**:
  - a) where the fault or damage occurred due to the **vehicle** being driven following the initial failure, or
  - b) caused, by fire, theft or attempted theft, impact, any road traffic accident, accidental damage, during recovery, or
  - c) caused by frost, corrosion, contamination, or the freezing of any liquids, or
  - d) caused by the use of incorrect fuel, or a grade of fuel or lubricant not recommended by **us**
  - e) loss of any nature arising directly or indirectly, in whole or in part, due to any misuse, act or omission which is wilful, unlawful or negligent on **your** part.
- Antifreeze, Fluids, Grease, Fuel or Oils unless replacement is necessary following the **defect** of a **component** which forms part of a valid claim accepted by **us**.
- Any costs incurred in excess of or outside the liability of this warranty. It is **your** responsibility to meet any repairer charges in excess of, or rejected as not being **our** liability.
- **You** are not covered for any other costs that are indirectly caused by the event which led to **your** claim, unless specifically stated as covered in this warranty.
- Faults in workmanship, materials or repairs paid for by us on your behalf.
- Damage or failure caused by excluded components.

## Warranty Conditions

**You** must comply with the following conditions to have the full protection of **your** warranty. If **you** do not comply with them **we** may at **our** option: cancel the warranty; refuse to deal with **your** claim or reduce the amount of any claim payment.

### Duty of Care:

- **You** must take and cause to be taken all reasonable steps to avoid loss or damage to **your vehicle**.
- **Your vehicle** must have a valid MOT certificate (if applicable) at all times during the **cover period**.
- **You** must rectify the cause of any warning light or other hazard indicator as soon as is possible following the indication. **You** must not continue to drive after any

**defect** or incident if this could cause further damage to **your vehicle**.

- Fluids - Between services **you** must ensure that the levels of fluids do not drop below those minimum levels stated in the **servicing handbook**.
- Timing Belts/Camshaft Drive Belts - it is of the utmost importance that the timing belts fitted to **your vehicle** are in sound condition and are checked, adjusted and have been changed in accordance with the manufacturer's recommendations. If **you** are in any doubt or do not have specific proof (i.e. detailed garage receipt) which will be required in the event of a claim, the belts must be replaced. Failure will cause extensive engine damage. No liability will be accepted for damage caused by worn or incorrectly adjusted belts.
- Only genuine MG Parts may be used for repairs under warranty. Any deviation from this must be discussed and agreed by **us**.

## Servicing Requirements

**We** require **vehicles** to be serviced in accordance with **our** recommendations, as detailed in the **vehicle's servicing handbook**.

**Your vehicle** must be serviced by a **repairer** authorised by **us**, (unless **we** agree otherwise), whilst the warranty will not be invalidated if a non-authorised **repairer** carries out this work, **defects** resulting from work carried out by a non-authorised **repairer** may not be covered under this warranty.

Each main service is carried out within 2000 miles / 3200 kilometres or 28 days of the recommended mileage interval or service anniversary date as shown in the **servicing handbook** and **you** will need to ensure that the appropriate service record page is stamped and endorsed by the servicing agent.

Please keep all service invoices, these will be needed when presenting a claim. Failure to provide proof of service in this way may result in **your** claim not being paid.

## Fraud:

**You** must not act in a fraudulent manner. If **you**, or anyone acting for **you**:

- make a claim under the warranty knowing the claim to be false or fraudulently exaggerated in any respect or
- make a statement in support of a claim, knowing the statement to be false in any respect or
- submit a document in support of a claim, knowing the document to be forged or false in any respect or
- make a claim in respect of any loss or damage caused by **your** wilful act, or with **your** collusion.

Then **we**, at **our** option:

- will not pay the claim,
- will not pay any other claim which has been made or will be made under the warranty,
- will declare the warranty void,
- will be entitled to recover from **you** the amount of any claim already paid under the warranty,



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- will not make any return of premium,
- may inform the police of the circumstances.

### Cancellation

**You** may cancel this warranty at any time, if **you** received this warranty free of charge there will be no refund of premium.

a) Statutory Cancellation Rights - If **you** have paid for the warranty and **you** cancel within 30 days of the receipt of the warranty documentation or the commencement date, whichever is later, **we** will make a full refund of the monies paid provided no claim has been made.

Where a claim has been made within the first 30 days then the value of the claim will be deducted from **your** refund. Should this reduce the balance to zero then no refund will be payable to **you**.

**You** should contact the selling dealer to arrange the refund. After receipt of **your** instructions no further claim payments will be made for any incident likely to result in a valid claim being made, whether notified to **us** or not at the time of **us** receiving **your** instructions.

b) Cancellation Outside the Statutory Period - If **you** cancel this warranty after the first 30 days of receipt of the warranty documentation or the commencement date, whichever is later, there will be no refund. **You** may cancel this warranty by sending 30 days notice in writing to **us** by recorded delivery.

c) Cancellation by **Us** - **We** may cancel this warranty by sending 30 days notice in writing direct to **your** last known address.

### Disclosure

**You** must notify **us**, as soon as possible, of any of the following changes to **your** circumstance as these may affect this warranty: change of address, change of use or change of ownership of the **vehicle**. **We** will then advise **you** of any changes in terms.

### Transfer of Vehicle Owner

Should **you** sell **your vehicle** direct to a private individual during the **cover period**, **we** will agree to transfer cover provided under this warranty to the new **vehicle** owner. Under no circumstances can cover provided be transferred to any other **vehicle**.

In the event that the **vehicle** becomes owned, whether temporarily or otherwise, (resulting from trade-in or acquisition for the purposes of resale) by a lease company or business formed for the purposes of selling or servicing motor **vehicles**, this warranty will become void.

To transfer cover to a new **vehicle** owner, please contact the **administrator** on 024 7652 7815.

### How to Make a Claim

**You** must comply with the following instructions to have the full protection of this warranty. If **you** do not comply with them, **we** may, at **our** option, cancel the warranty or reduce the amount of claims payment.

All claims must be made as soon as reasonable and in any case no more than 30 working days after **defect** has occurred.

First, check that the **component** and cause of **defect** is covered by this warranty.

### 1 - Prevent Further Damage

In the event of a **defect**, or the operation of a warning hazard light, **you** must not drive the **vehicle** further if it would cause additional damage to do so.

### 2 - Contact Us

Before any work is undertaken **you** are required to contact the **administrator** on telephone number 024 7652 7815 for repair authorisation. Office opening times are:

Monday - Friday 8:00am - 6:00pm

Saturday: 9:00am - 1:00pm

Excluding Bank Holidays. **Your** call may be recorded for training purpose and **your** own security.

For authorisation, **you** must confirm:

- **Your** warranty number and **vehicle** details.
- Exact mileage at time of **defect**.
- The cause of **defect** if known.

and

- Provide a full service history.

If the claim is covered under this warranty, the **administrator** will verbally authorise (and issue a claims authority number) for the repair to be carried out by an authorised **repairer**, up to an agreed amount.

Diagnosis is excluded from cover provided under this warranty. Diagnostics relates to the electronic device plugged into **your vehicle** to identify and diagnose specific problems.

Authorisation for repairs will remain valid for 30 days. If no further communication is made during this period the authority will be rescinded and the claim rendered void.

Should **you** decide to give permission to a non authorised **repairer** to commence work, without obtaining authorisation from **us**, **you** do so in the full knowledge that **we** reserve the right not to meet **your** claim because **you** have denied **us our** right under this warranty to agree cover, inspect the **vehicle** and manage the costs prior to its repair. **You** will have to pay the bill in full and recover reasonable costs from **us**.

### 3 - Use of an Engineer

At notification of any claim, **we** reserve the right to:

- instruct an independent engineer to inspect **your vehicle** before authorising any claim; or
- inspect any covered **components** which have been removed, together with any original documentation, within one calendar month after any repair or replacement has been authorised or carried out.

When this right is exercised **we** shall have no liability for any loss to **you** arising from any possible delay.

Any decision on liability will be with held until this report is received.



## 4. Salvage

We accept no liability for the disposal of **your vehicle** or any parts of it in any event.

## 5. Contribution

In certain circumstances, **components** which have suffered **defect** may be old or partly worn. If **we** replace them with **components** in a better condition than those that suffered **defect**, **you** may be required to pay a contribution towards the cost.

## 6. Payment

### a) Authorised Repairs

In most circumstances there will be no need for **you** to pay for the repair as the work will have been done by ourselves.

If **we** are paying a third party **repairer** they must send **us** an itemised repair invoice stating the claim authority number.

They will be reimbursed up to the authorised **repair cost**.

**You** will be liable for any costs incurred in excess or outside the liability of this warranty.

Occasionally a **repairer** will ask for payment directly from **you**. Where **you** have paid the **repairer**, and **we** have authorised **your** claim in advance, **we** will arrange reimbursement to **you** up to the authorised **repair cost**, if **you** send the **administrator** the receipted and itemised invoice.

If requested, copies of service invoices should be attached to the repair invoice when sent for payment.

Please note that **your repairer** will only be paid up to the equivalent A1 Guarantee national labour rate.

### b) Unauthorised Repairs

If **you** have authorised a repair without first obtaining authorisation from **us**, **you** will need to settle their invoice and claim reimbursement from **us** via the **administrator**.

**You** must retain the **components** which have suffered **defect** for one calendar month to allow inspection by an Independent Engineer.

It is **your** responsibility to ensure that these **components** are available for inspection, and failure to do so may invalidate **your** claim.

Subject to the above, if **you** have paid the **repairer**, and **we** confirm cover, **we** will indemnify **you** up to a reasonable repair or **replacement cost**, if **you** send **us** the following information:

- **Your** warranty number & **vehicle** details.
- Cause of **defect**.
- Itemised repair invoice.
- Location of the retained **components** for inspection.
- **Your** contact and payment details for reimbursement.

## Complaints

### 1 - Initial Complaint

Any complaint **you** may have regarding this warranty should be addressed to the **administrator**. Please contact:

A1 Guarantee Limited, 7th Floor, Eaton House, 1 Eaton Road, Coventry CV1 2FJ.

Tel: 024 7652 7815.

Email: info@globalim.co.uk

When **you** make contact please provide the following information:

- **Your** name, address and postcode, telephone number and e-mail address (if **you** have one).
- **Your** warranty and/or claim number, and the type of warranty **you** hold.
- The reason for **your** complaint.

Any written correspondence should be headed 'COMPLAINT' and **you** may include copies of supporting material.

### 2 - Beyond Us

Should **you** remain dissatisfied following **our** final written response, **we** refer **you** to the Motor Codes Advisory Service. Their role is to ensure that **we** are acting responsibly and are fulfilling **our** obligations under this code.

**You** should contact the Motor Codes Advisory Service, who will provide **you** with appropriate advice and provide the route for further assistance where necessary.

To submit a complaint or enquiry to the Motor Codes Advice Line:

Telephone them on 0800 692 0825.

Submit **your** enquiry to using the online enquiry form at [www.motorcodes.co.uk](http://www.motorcodes.co.uk)

Write to: Motor Codes, PO Box 44755, London, SW1X 7DS.

## Data Protection Act

Details of **you** and **your** warranty cover will be held by **us** and the **administrator** in their computer records for processing, claims handling and fraud prevention, subject to the provisions of the Data Protection Act 1998.

To help **us** improve **our** service, **we** may record or monitor telephone calls.

