



Guarantee Terms & Conditions

Definition of words

When the following words and phrases appear in this document, they have the specific meanings given below. These words are highlighted by the use of bold print.

Area of cover

Means the United Kingdom and the Republic of Ireland.

Beneficiary, beneficiary's, beneficiaries

Means you the registered keeper/owner of the vehicle.

Covered vehicle

Means the vehicle to which Supagard Paint and Interior Protection has been applied.

Paintwork or Interior Surface failure

Paint Sealant: A general or panel by panel, colour fading of the exterior paintwork or a noticeable deterioration of the gloss finish.

InteriorGard: Any permanent stains to the seating fabric or carpets as a result of spills from water, coffee, soft drinks and milk.

LeatherGard: Any permanent stains to the leather seating as a result of spills from water, coffee, soft drinks, milk, food, cosmetics, sun cream or dye transfer from clothing.

Maximum claim limit

The Maximum Claims Limit, for the total number of claims, under this guarantee is £5000.00. This is also our total liability under this guarantee.

Supagard Ltd, we, our, us, the company

Means Supagard Ltd of 19-29 Gavinton Street, Muirend, Glasgow, G44 3EF.

Private individual

Means a person who is using the covered vehicle for their own personal use and who is not a motor trader, garage, business or individual dealing in the buying and selling or repair of motor vehicles.

UK

Means England, Scotland, Wales, Northern Ireland, Republic of Ireland, the Channel Islands and the Isle of Man.

Guarantee period

The guarantee period starts on the date of treatment of the **covered vehicle** from the **Supplying Dealer**, lasting for the lifetime you have ownership of the covered vehicle and expires on the date **you** dispose of the **covered vehicle** via part exchange, private sale, scrappage, write off or any other means which removes **you** as registered keeper or owner of the **covered vehicle**.

You, your, yours

Means the private individual or business named on the V5 document in the case of whole ownership, or as replaced by any new owner correctly declared to **us**, using the Transfer of Ownership Form in this document and accepted by **us**.

Supplying Dealer

Means the dealership/vehicle Dealer where **you** purchased the vehicle and whom applied the Supagard Ltd Protection to the **covered vehicle**.

Vehicle Eligibility

Supagard Ltd Protection products can be applied to both passenger and commercial vehicles including but not limited to; motorcycles, passenger cars and LCVs. Caravans & motorhomes are not covered under this guarantee - please refer to the specific caravan & motorhome guarantee terms & conditions.

Your vehicle must not be used in a public service capacity, for example within a police force, military service or fire service without prior authority from **Supagard Ltd**.

Introduction to Supagard Ltd Guarantee

The Supagard Guarantee has been designed to help **you** understand the benefits and limitations of the cover provided with **your covered vehicle's** Supagard Ltd Paint and Interior protection. This document gives **you** full details of **your** cover, please keep it in a safe place. All the details of how to make a claim together with conditions of **your** cover are set out in the following pages. If however, **you** have any questions, **your supplying dealer** will be able to help **you**. Alternatively please refer to www.supagard.co.uk
Important telephone number:
Supagard Ltd Administration and Claims Teams
+44 (0) 141 633 5933

Summary of cover

Cover and limits

Paint Sealant: Should there be within the guarantee period, a general or panel by panel, colour fading of the exterior paintwork or a noticeable deterioration of the gloss finish, then **Supagard Ltd**, or an appointed representative will undertake to rectify **your** vehicle and if necessary, re-treat the area free of charge.

InteriorGard: Should there be within the guarantee period, any permanent stains to the seating fabric or carpets as a result of spills from water, coffee, soft drinks and milk then **Supagard Ltd** or their appointed representative will undertake to have the soiled area cleaned and the protective treatment/s reapplied free of charge.

LeatherGard: Where Leather Preserver has been applied, should there be within the guarantee period, any permanent stains to the leather seating as a result of spills from water, coffee, soft drinks, milk, food, cosmetics, sun cream or dye transfer from clothing, then **Supagard Ltd** or their appointed representative will undertake to have the soiled area cleaned and the protective treatment/s reapplied free of charge.

How this cover works

This document forms the contract of cover between **you** and **us**. **We** will pay for claims **you** make which are covered by this guarantee, occurring during the **guarantee period** and within the **area of cover**.

Data protection

Information about this cover will be shared between **your supplying Dealer** and any third party administrator for administration purposes. **You** should understand that the information **you** provide will be used by **us**, our representatives and industry governing bodies and regulators to process **your** cover, handle claims and prevent fraud. This may involve transferring information to other countries (some of which may have limited or no data protection laws). **We** have taken steps to ensure **your** information is held securely. **Your** information will not be shared with third

parties for marketing purposes and **you** have the right to access **your** personal records should **you** wish to do so.

Governing law

Unless **you** and **we** agreed otherwise, English law will apply and all communications and documentation in relation to this cover will be in English. In the event of a dispute hereunder, the English courts shall have exclusive jurisdiction. No term of this agreement is to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

Your statutory rights are not affected in any way by this guarantee. Nothing in these conditions will reduce **your** statutory rights relating to faulty or incorrectly described goods. For further information about **your** statutory rights, contact **your** local authority Trading Standards Department or Citizens Advice Bureau.

Cancellation rights or refunds

Please note that this cover has no surrender or refund value.

Transfer of ownership

If **your** vehicle is sold privately, the remaining cover may be transferred to a new private owner providing that the registration fee of £25 is paid (please make your cheque payable to **Supagard Ltd**). Cover will not be transferred until payment has been made. Please note that the sale of the vehicle to a motor trader (including part exchange), vehicle disposal company or any motor industry related business will result in the cover becoming invalid.

Please note that the Transfer of Ownership form contained within this document must be signed by the existing owner within 14 days of the date of vehicle sale. Please complete the form at the back of this document and attach a cheque payable to **Supagard Ltd**, for the transfer fee of £25.

Please send it to:

Supagard Guarantee Services,
19 - 29 Gavinton Street, Muirend, Glasgow,
G44 3EF

Alternatively to make payment over the telephone please contact **us** on: +44 (0)141 633 5933

Guarantee Coverage and Exclusions

You are covered for the costs (limited to parts and labour inclusive of VAT up to the maximum claim limit) of retreatment, refinish or repair of the covered components below that have suffered a **paintwork or interior surface failure** occurring within the **area of cover** and during the **guarantee period**.

Covered components

All factory-fitted painted body panels, seats and carpets are covered against a **paintwork or interior surface failure**.

Guarantee exclusions

This guarantee does not cover any injury, failure, loss or damage caused by, arising from or, in connection with the following: corrosion, fire, accidental damage, water ingress or flooding, theft or attempted theft.

- Any defect which is likely to have existed before the guarantee period. Eg; areas treated for SMART repairs or touch up paints
- Faulty repairs or manufacturer paint defects, peeling, bubbling and flaking.
- Any vehicle used for competitions (including practice), track days, racing, pace making, rallies or speed or duration tests (whether timed or untimed), or power testing.
- Any vehicle which is owned by a business formed for the purpose of selling or servicing motor vehicles.
- Paintwork damage caused by stone chips.
- Birdlime unless removed within 48 hours of being deposited (unless Supagard Ltd Xtra Paint Treatment has been applied and the birdlime deposit is removed within 7 days).
- Scuffs, scratches or industrial deposits such as railway brake dust, iron filings, rust on exterior, skincare products and cosmetics.
- Leather interior damage, caused by sharp or blunt objects which scratch, scuff or tear the leather seats.
- The stitching area of leather upholstery.
- Fading on leather.
- Damage caused by paint or industrial oil spillages.
- Fabric Seats and Carpets interior damage from sharp or blunt objects which tear or scrape the fabric seats or carpets.
- Damages caused by paint or industrial oil spillages on the interior.
- Soft top cabriolet roofs, plastic mirror housings, interior headlining/roof, alloy wheels, interior doors and armrests.
- Stains caused by bleach, beetroot, nail varnish, blood, flower pollen, ink, chewing gum or hair dye.
- Losses or damage due in any way to any type of accident, misuse or any act or omission which is wilful, unlawful or negligent.
- Residual odour from vomit, urine and milk.
- Any component which is either subject to recall by the covered vehicle's manufacturer, manufacturing defect or inherent design faults.
- **We** will not pay for any depreciation to **your** vehicle, loss of earnings, death or bodily injury, damage to property or any other loss or damage which is a direct or indirect result of the failure of a covered item.

As **your** guarantee is intended to cover the retreatment and defective or damaged parts, it does not additionally cover losses that may be caused by that defective or damaged part unless

specifically detailed in the terms and conditions. For example, **your** guarantee may cover repairs to or replacement of interior seating but would not cover any loss of earnings that **you** may suffer while **your** vehicle is being repaired.

You should check whether **you** have any other policies that may cover additional damage or related costs or losses not covered by this guarantee.

- Ionising radiation or radioactive contamination from any nuclear fuel or the nuclear waste arising from burning nuclear fuel.
- Radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment.
- War, invasion, acts of foreign enemies, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion.
- Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- Any costs covered under any other guarantee, insurance or covered part, unless otherwise stated in the terms and conditions.

Claim payments

The number of claims **we** will pay is unlimited and the maximum value of claims in total **we** will pay, is up to the maximum **claims limit**. **We** will not pay more than the manufacturer's list price for parts and official labour times/costs, which are necessary to repair or replace covered components.

Making a claim

How to make a guarantee claim (UK)

Contact **your Supplying Dealer** and advise them that **your covered vehicle** is protected by the Supagard Paint and Interior Protection Guarantee. If your Covered vehicle was treated more than 6 months ago contact us direct, in addition if this guarantee has been transferred to you by private sale, please contact us direct also. **We** retain the right to choose whom completes the repairs on **our** behalf and to refer back to **your Supplying Dealer** to audit which Supagard Ltd protection products were applied to the **covered vehicle**. You may be required to take the **covered vehicle** to our authorised repairer. It is **your** responsibility to authorise any dismantling of the **covered vehicle** or any other work required to diagnose any faults with the **covered vehicle**.

We will not pay for any diagnostic costs, other than the reasonable costs of diagnosis should a claim for a defective component be valid under this cover. If **you** are VAT registered **you** remain responsible for settling the VAT content of any claim separately.

We reserve the right to examine the **covered vehicle** and to subject it to expert assessment in order to determine if **your** claim is covered and how much **we** will pay for repairs. If **you** or anyone acting on **your** behalf acts in a way which prevents **us** from being able to determine the cause of failure by inspecting the **covered vehicle** or defective components, then **we** may not pay all or any part of **your** claim.

General terms and conditions

These conditions apply to all sections of **your** guarantee cover and **you** must meet them before **we** make a payment or provide a service. Providing Information; **we** will only provide the cover described in this document if, as far as **you** know, the information **you** gave at the time of taking out this cover is true and complete. **You** must tell us about anything that may affect **your** cover (including also any changes during the guarantee period). If **you** are not sure whether something is relevant, **you** must tell us anyway. **You** should keep a record of any extra information **you** give **us**. If you do not tell **us** about something that may be relevant, **your** cover may be invalidated and **we** may not cover any related claims.

Claims - your duties

If **you** suspect a claimable incident has occurred **you** must comply with the relevant claims procedures described in this document within 5 working days. If you have been sent product from **us** and it hasn't fully resolved the issue, you are required to contact us within 5 working days of receiving the product.

Claims - our rights

We can take over and carry out the defence or settlement of any claim. After **we** have made a payment, **we** can pay to take legal action to get back any payment **we** have made under this cover. If **we** want to, **we** will examine the **covered vehicle** and will test damaged components.

Looking after your vehicle

You must take all reasonable steps to safeguard the **covered vehicle** against **paintwork or interior surface failure**.

Important:

Please do not wash your vehicle for 7 days after treatment. This is the cure time for maximum effectiveness. Petrol spills around the filler cap should also be avoided during this period.

Exterior Cleaning: Regular cleaning and regular washing with Supagard pH Neutral Shampoo will help to avoid excess build-up of pollution. Old and dirty chamois leathers can cause streaks and other

unsightly marks on otherwise perfect paintwork. Such leathers and other drying/polishing cloths should be discarded and replaced on a regular basis.

Mechanical carwashes will eventually damage Supagard Paint Sealant. Ensure any animal or vegetable deposits are washed away as quickly as possible. Supagard Bird and Bug Remover is ideal for this.

Interior Cleaning: Leather cleaning – a monthly application of the Supagard Leather Wipes or Supagard Leather Barrier Cream will help clean, preserve and protect leather seats. If liquid spills occur, remove as soon as possible by pressing (do not rub) a clean dry towel or any other clean dry absorbent material against the spill to remove most of the liquid. If necessary clean the area using a mild cleaning solution. This will not damage the treatment.

Road Traffic Collision Damage

In the event of accident damage – inform the repairer assessing the damage that the vehicle has been Supagard treated, so that re-treatment of the repaired panel(s) can be included in the quote to the insurance company. Upon completion of the repair, obtain documentary evidence of the re-treatment.

How to make a complaint

We aim to provide **you** with first class cover and service. However, there may be times when **you** feel **we** have not done so. If this is the case, please tell **us** about it so that **we** can do our best to solve the problem. If **you** make a complaint **your** legal rights will not be affected. In the first instance, please contact:

Customer Support,
Supagard,
19 - 29 Gavinton Street,
Muirend, Glasgow
G44 3EF or email: info@supagard.com or call: +44 (0) 141 633 5933

Please supply **us** with **your** name, address, guarantee number/vehicle registration and claim number where applicable and enclose copies of relevant correspondence as this will help **us** to deal with **your** complaint in the shortest possible time. **You** will be required to provide a photo of the affected area to accompany **your** complaint.

Fraud

If **you** or any beneficiary claiming under this cover makes a claim that is false or dishonest in any way, this guarantee will be cancelled, cover will not be valid and **you** will lose all benefits under it. **We** reserve the right to report suspected fraudulent activity to the appropriate authorities and seek compensation.

Change of address

Please complete the 'change of address form' located at the back of this document. If for any reason this is missing, please contact Supagard Ltd Guarantee Services on +44 (0) 141 633 5933.

Transfer of ownership form

If your covered vehicle is sold privately, the remaining cover may be transferred to the new owner providing that the registration fee of £25 is paid (please make your cheque payable to Supagard Ltd). Cover will not be transferred until the payment has been made. Please note that the form below must be signed by the existing owner named on the Supagard Ltd Guarantee.

Please send it to: Supagard Ltd, 19 -29 Gavinton Street, Muirend, Glasgow G44 3EF.

Date of transfer Mileage at transfer

Covered vehicle details:

Registration number Guarantee Number

Make & model

Chassis number (VIN)

Details of the new owner:

Title (Mr/Mrs/Miss/Ms/Other)

Initials

Surname

House name/number

Street

Town

County Postcode

Tel. work Tel. home

Email address

Company details:

(Please complete this section for a company vehicle only)

Company name

Address

.....

.....

Town

County Postcode

I have read, and agree to abide by, the terms and conditions of the Supagard Ltd Guarantee and request that all rights and benefits of the cover be transferred to me.

New owner's signature

Date

I (name)

hereby give notice that I wish to transfer the balance of my Supagard Ltd Guarantee to the new owner detailed above. Signature

Change of address or personalised plate change form

Please complete the details below and send to the address below:

Supagard Guarantee Services, 19-29 Gavinton Street, Muirend, Glasgow, G44 3EF

or email us at aftercare@supagard.com or call head office on 0141 633 5933

Covered vehicle details:

Date of change Mileage

Full name

Guarantee Number

Covered vehicle details:

Registration number at time of registration

Chassis number (VIN)

Details of the new address:

House name/number

Street

Town

County Postcode

Tel. work Tel. home

Email address

New registration number

Signature

Body repair form Please retain this section for your records.

Please have your repair centre technician stamp and fill in the table below:

<p>Areas damaged & re-treated Date Mileage</p> <p>Signature</p>	<p>Areas damaged & re-treated Date Mileage</p> <p>Signature</p>	<p>Areas damaged & re-treated Date Mileage</p> <p>Signature</p>
<p>Areas damaged & re-treated Date Mileage</p> <p>Signature</p>	<p>Areas damaged & re-treated Date Mileage</p> <p>Signature</p>	<p>Areas damaged & re-treated Date Mileage</p> <p>Signature</p>