



## Powers Performance Engine Rebuild Warranty

The cover under this warranty applies only if the following conditions are met.

### Definitions

**You, your, yourself** means the person named on the invoice relating to the Rebuild. **We, us, our,** means Powers Performance Limited (**"Powers Performance"**). **Breakdown** means the sudden and unexpected failure of a part or parts arising from any permanent mechanical, electrical or electronic fault, which causes the part or parts to stop working, and means that it needs repairing or replacing before it will work properly. **Period** of cover means the length of time that this warranty applies. Cover will end when the vehicle reaches the maximum mileage shown in the schedule, even if this happens within the period of cover. **Rebuild** means the replacement of new for old engine parts as specified in the invoice or service order and which shall be described as either a part-rebuild or full-rebuild. **Schedule** of covered parts means any mechanical, electrical and electronic parts which is listed in the invoice or service order. **Part(s)** means any original or Powers Performance approved mechanical, electrical and electronic part which formed part of the vehicle when it was new. **Covered** part(s) means any and all replaced parts and is listed in the schedule of covered parts and is covered under this warranty. **Excluded** part(s) means any original or Powers Performance approved mechanical, electrical and electronic part which did not form part of the Rebuild and is not listed on the schedule of covered parts, including catalytic converter, lambda sensors and clutches. Subject to the following terms and conditions your warranty shall be for a fixed period warranty which shall (depending on the specified Rebuild and engine capacity), which (unless otherwise stated on the invoice or service order) shall be in accordance with the table below ("Standard Warranty");

Engine	Rebuild	Warranty Cover	
		Years	Mileage
3.6	Full	3	Unlimited
4.0	Full	3	Unlimited
4.3	Full	5	Unlimited
4.5	Full	5	Unlimited

For the avoidance of doubt, any reference to warranty, shall mean Standard Warranty.

**Warranty Transfer** – save for the 100K Cover, this warranty shall be transferrable for a fee of £50 payable to Powers Performance. We reserve the right to refuse any transfer request, including a retrospective transfer request where you are (i) no longer the owner of the vehicle, or (ii) the new owner of the vehicle, and an unreasonable time has elapsed between the sale/purchase of the vehicle and the warranty transfer request. The 100K Cover shall only transfer as a Standard Warranty.

**Covered Items** - The items under the following list are covered. Any item not specifically mentioned in our schedule of covered parts is not covered.

**Engine** - Cylinder head gasket, valves (excluding decarbonisation, burnt or pitted valves), seals, valve springs, valve guides camshaft and bearings, cam followers, hydraulic lifters, push rods and rocker gear, timing gears chains, cam belt and tensioners, pistons & piston rings, cylinder liners and liner seals, connecting rods and bearings, gudgeon pins crankshaft and bearings, oil pump and oil pump drive, distributor drive gear, distributor drive, flywheel and ring gear, flex plate/auto drive plate inlet and exhaust manifolds.

**Gearbox** - Gears, Shafts, Synchronesh hubs rings and selector shafts and forks, Extension shaft, Torque converter, Oil pump, Bearings and bushes, Valves and valve block, Governor and servo.

**Transmission** - Crown wheel and pinion, differential gears and bearings, bushes, seals, half shaft and half shaft bearings, driveshafts, bearings and constant velocity joints, propshaft universal joints and centre bearing hubs and, wheel bearings. Only the components originally fitted as standard by, the manufacturer are covered unless agreed in writing, by us. The following

components are, strictly excluded from our warranty;

**Service Items** - Including but not limited to:- Distributor cap, rotor arm, condenser, points, high tension leads, spark plugs, fluids, grease, fuel or oils.

**Miscellaneous** - Exhaust gasket, exhaust pipes, catalytic converter, auxiliary drive belts, brackets, mountings, pipes and hoses, water ingress, cables other than clutch cables. Casings - Casings are covered provided they have been damaged as a result of failure of an insured part or by the consequential damage of an insured part failing.

**Disposables** - such as coolants, lubricants, fluids, oils, filters and other working materials are covered if their replacement is necessitated due to a valid claim.

**Period of Cover** – Subject to the terms and conditions herein, where you have received a full- rebuild, we shall provide you with mechanical breakdown cover for the first 36 months with unlimited mileage. Also subject to these terms herein, where you have received a part-rebuild, we shall provide you with mechanical breakdown cover for the first 12 months or the first 20,000 miles, whichever comes sooner.

During the warranty period, we will pay towards the cost of rectifying the Rebuild, up to the cost of the original Rebuild, following a breakdown of any covered part or damage to any covered part. This breakdown must happen during the period of cover. In addition, this warranty does not cover you for costs caused by, arising from, or connected with, the following, which for the avoidance of doubt, we will not cover:

- the repairing or replacing of parts which have not suffered a breakdown, or have suffered a breakdown solely due to wear and tear;
- any breakdown caused by parts, which were faulty before this cover started;
- repairing or replacing any excluded parts or any parts that are not listed in the schedule of covered parts, unless we determine upon examination that the damage to the excluded part was as a direct consequence of a failure by a covered part;
- for breakdown, damage or destruction of a covered part which was as a direct consequence of failure by an excluded part;
- the breakdown of any insured part if this is caused mainly or completely by wear and tear;
- **breakdown or damage caused by the use of incorrect fuel, oil, lubricant, coolant or other fluid, including the use of RON95 fuel and fully-synthetic oil or use >500 miles beyond a recommended service interval will automatically void this warranty;**
- vehicles that are or have been used for competitive purposes (except treasure hunts) including rallying, racing, time trial and pace making; or vehicles that have been used for hire or reward, as a taxi, by a driving school or for commercial delivery purposes such as dispatch or delivery courier; or that are used off-road;
- any loss or damage caused by a traffic accident, accidental damage, theft or attempted theft, the vehicle not being used properly, or any act which is wilful, against the law or negligent;
- any loss arising from you not having the vehicle repaired or serviced in line with the conditions of this warranty, or you not maintaining the vehicle properly as set out in your servicing handbook;
- any loss where the milometer has been tampered with, altered or disconnected;
- repairing or replacing parts which have not suffered a breakdown;
- the cost of any work not associated with a valid claim;
- any repair or replacement, loss or damage or liability, which is covered by any other warranty or guarantee or goodwill settlement or repair, or any form of consequential loss, faulty design or faults which mean that the manufacturer needs to recall parts, or any manufacturer modifications;
- any external oil leaks other than those oil leaks that are specifically covered;
- breakdown or damage to parts (whether insured or not) caused by frost, water, freezing liquids, carbon build up, corrosion, oxidisation, blockages, contaminants building up, sludge or silt, or other waste matter that has prevented the parts from working properly;
- breakdown (including repeat repairs) or damage caused by poor workmanship or faulty parts;
- repairing or replacing parts which we believe were faulty or could have been identified by a suitably qualified engineer as being faulty before this warranty started;

- routine adjustments and service items including (but not limited to) the distributor cap, the rotor arm, the condenser, points, high tension leads, spark plugs, filter parts, bulbs, belts, antifreeze, fluids, grease, fuel or oils, brake shoes, drums, discs and pads;
- burnt or worn-out parts, and the build-up of carbon deposits (including burnt or carbonized valves and removing carbon deposits);
- any faults, damage or consequential loss arising from errors, viruses, omissions or faults in any application or systems software;
- alterations, repairs, modifications or replacements that are necessary because the vehicle's operating system has failed;
- vehicles which are owned, temporarily or permanently, by a business set up to sell or service motor vehicles;
- damage to other property or to other parts of the insured vehicle, or any loss arising directly or indirectly from a breakdown;
- any modifications, system updates or recalls
- any loss or damage arising from alterations, replacements, repairs and/or any third party workmanship which has or has had an impact (directly or indirectly) on the Rebuild.

**Servicing following Rebuild** - You must look after the vehicle in line with the manufacturer's servicing handbook or as advised to you by Powers Performance in writing, and where you exclusively have the vehicle serviced by Powers Performance, the terms of this warranty cover will extend to the first 100,000 miles from the time of Rebuild ("**100K Cover**"). Where you elect, or at any time have the vehicle serviced by a Powers Performance Authorised Dealer, the terms of this warranty cover will apply excepting the 100K Cover. Where you elect, or at any time have the vehicle serviced by a third party other than a Powers Performance Authorised Dealer, this warranty will automatically be void. **You must ensure that you use unleaded fuel octane rating RON 97/98 at all times, and use the following grade of oil during and after the running in period: 10 - 1000 miles use only 10W/40 mineral oil and >1001 miles use only 10W/40 or 15W/40 semi-synthetic oil.** You must ensure the garage fills in and stamps the handbook. You should also keep the invoices from services as you must provide proof of servicing when you make a claim. If the customer has provided parts for the servicing of the vehicle, this will only be acceptable if there is proof of purchase of such parts.

**Your Responsibility** - You are under a duty to mitigate any losses suffered by you, and therefore, you must not exacerbate any damage or potential breakdown by running the vehicle (including the Engine, Gearbox and Transmission) where you have observed a potential problem in the everyday running of the Rebuild. We shall upon inspection determine in our sole opinion and advise to you whether any additional or unnecessary damage has been caused to any covered parts, and if so, you shall be required to pay a contribution towards the cost of rectification of the Rebuild in addition to the cost of any excluded part(s) that may also have been damaged as a consequence.

**Claims procedure** - You must report to us within 5 working days from the time you observed a problem with the Rebuild or of any potential parts failure of breakdown. If you do not, you may not be covered. Investigation costs - You are responsible for giving us permission to start any exploratory, investigation or dismantling work and for paying the costs involved if this work proves that we are not responsible for the fault. We will only pay any reasonable exploratory, investigation or dismantling costs if they are part of a valid claim. You will be entitled to engage a third party to conduct an independent investigation **after** we have conducted our own exploratory investigation. **Any independent investigation conducted prior to our own, will render this warranty void.**

**Limitation of our Liability** – Save for any liability arising as a result of death, or bodily injury, our liability under this warranty is limited to the cost of the Rebuild set out in the invoice.

### Fraud and Duty to give us information

If you do not give us the correct information when you make your proposal, the warranty may not be valid and we may consider your application fraudulent. If we discover that you have made a false claim, or if you, have given us false information to receive benefits under the warranty, the cover will end forthwith.

### English law

English law will apply to this warranty. We submit to the exclusive jurisdiction of the English courts.