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.
Rebuild, means Powers Performance Limited ("Powers Performance").
Breakdown means the sudden and unforeseen failure of a part or parts arising from a permanent mechanical, electrical or electronic fault, which causes the part or parts to stop working.
Capacity means the maximum mileage shown in the schedule to the right, 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 partial 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 included under this warranty.
Excluded part(s) means any original or Powers Performance approved mechanical, electrical and electronic part which did not for part of the Rebuild and is not listed on the schedule of covered parts and is an unreasonable itinerary, listed between the sale/purchase of the vehicle and the warranty transfer request. The 100K Cover shall only transfer as a Standard Warranty.

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

Warranty Transfer – save for the 100K Cover, this warranty shall be transferable for a fee of £50 payable to Powers Performance. We reserve the right to - refuse a transfer if this is 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 itinerary, listed 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 your schedule of covered parts is not covered.

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<thead>
<tr>
<th>Engine</th>
<th>Rebuild</th>
<th>Warranty Cover</th>
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<tbody>
<tr>
<td>3.6</td>
<td>Full</td>
<td>Unlimited</td>
</tr>
<tr>
<td>4.0</td>
<td>Full</td>
<td>Unlimited</td>
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<tr>
<td>4.3</td>
<td>Full</td>
<td>Unlimited</td>
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<tr>
<td>4.5</td>
<td>Full</td>
<td>Unlimited</td>
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Covered Items - The items under the following list are covered. Any item not specifically mentioned in your schedule of covered parts is not covered.

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

- Gearbox - Gears, Shafts, Synchro hubs rings and selector shafts and forks, Extension shaft, Torque converter, Clutch, Bearings and bushes, Valves and Camshafts, Syncro Rings and Gears.

- 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:

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<th>Service Item</th>
<th>Exclusions</th>
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- routine adjustments and service items including (but not limited to) – distributor cap, rope, 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.

Capable means - 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 expendable items not specifically mentioned in your schedule of covered parts or any loss where the milometer has been rebuilt, or full rebuild, for breakdown, damage or loss.

You are responsible for giving us the following - a breakdown or damage to parts (whether insured or not) caused by other than the engine, parts, due to wear and tear; breakdown (including repeat repair) or damage caused by poor workmanship or faulty parts; repairing or replacing parts which we believe were faulty or could have been faulty by a suitably qualified engineer as being faulty before this warranty started;

- 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 workaround which has or has had an impact (directly or indirectly) on the Rebuild.

Servicing following Rebuild - You must give 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 the vehicle as a "Powers Performance Authorised Dealer". 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; (1000 miles use only 10W/40 mineral oil and 1000 miles use only 10W/40 or 15W/40 semi-synthetic oil). You must ensure the garage fits in and stamps the service order with RON 97/98 at all times. We will extend the warranty, shall mean Standard Warranty.

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, transmission) where you have observed a potential damage, or by returning the vehicle to us without investigating the cause of the alleged fault. We will pay towards the cost of rectification of the Rebuild in addition to the cost of any excluded part(s) which may also have been damaged as a consequence of the Rebuild.

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 and/or repair work which has been conducted or is anticipated to be conducted 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 ensure that we are informed in writing, if any independent investigation after we have conducted our own exploratory investigation. Any independent investigation work conducted prior to our own, will render this warranty void.

Limitation of our Liability – Save for any liability arising under the terms of this warranty, we shall be liable for no loss or damage 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 shall not be responsible for any loss or damage which you have made a false claim, or if you have given us false information to receive benefits under the warranty.

English law

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