



Buyer Guarantee for the Assured vehicle appraisal  
provided by The AA in partnership with Opteven

# Terms & Conditions



**Please read these Terms & Conditions carefully before bidding on or buying a vehicle covered by the Assured provided by The AA Buyer Guarantee, in partnership with Opteven.**

You will be bound by these Terms & Conditions in relation to those vehicle areas covered within.

Copies of these Terms & Conditions are available from Aston Barclay premises or upon request from [AstonBarclayClaims@Opteven.com](mailto:AstonBarclayClaims@Opteven.com) with out charge.



These terms apply to the “Assured Provided by The AA” Buyer Guarantee scheme (the “Scheme”) provided by Automobile Association Developments Limited and administered on its behalf by Opteven Holdings UK Limited. The Scheme represents a buyer’s guarantee on vehicles sold with the benefit of the Scheme, as identified by Aston Barclay to the Buyer in accordance with clause 1 below at the point of sale.

References to The AA in these terms, are references to the provider of the Scheme, Automobile Association Developments Limited. References to Opteven in these terms, are references to the administrator of the Scheme, Opteven Holdings UK Limited. References to Aston Barclay in these terms, are references to Aston Barclay Limited, the seller of vehicles to which the Scheme relates.

These terms and conditions are the contract between buyers of vehicles sold with the benefit of the Scheme, and The AA.

Aston Barclay has no liability in respect of the Scheme.

The Buyer’s remedy in respect of any matters affecting the purchase of the vehicle that fall outside the Scheme is not the responsibility of The AA or Opteven and will be governed by the contract for the purchase of the vehicle between Aston Barclay and the Buyer and Aston Barclay’s General Conditions of Auction and Online User Terms and Conditions.

1. A vehicle sold under the Scheme will be identified on the catalogue and by the relevant AA Assured Report (as described in paragraph 2 below) which will be displayed in the vehicle’s windscreen and appended to the online condition report in respect of the vehicle in question.
2. The AA Assured report in respect of a particular vehicle will list the items covered by the Scheme for that vehicle. Aston Barclay has partnered with AA Technical Services to conduct checks as described in Appendix 1. Only those items covered by this check are included within the coverage of this Buyer Guarantee. Without prejudice to the foregoing, to the extent that a material issue with any of the items listed on a vehicle’s Assured Report as being covered by the Scheme comes to the attention of The AA while the vehicle is in its possession, this will be noted on the Assured Report as requiring attention. The items covered by the Scheme, and which may be included on a vehicle’s Assured Report, are:
  - 2.1 The levels of the various fluids listed below are between minimum & maximum level:
    - 2.1.1 Engine Oil Level (between min & max)
    - 2.1.2 Brake Fluid Level (between min & max)
    - 2.1.3 PAS Fluid Level (between min & max)
    - 2.1.4 Coolant (between min & max)
    - 2.1.5 Oil Contamination (visual only)
  - 2.2 Aspects of the engine operation as described below:
    - 2.2.1 Engine Starts (with or without the aid of a battery pack)
    - 2.2.2 Engine Runs
  - 2.3 The dashboard warning lights (but for the avoidance of doubt not warning messages) are not illuminated a non-exhaustive list of dashboard warning lights is below
    - 2.3.1 Engine management light
    - 2.3.2 ABS warning light
    - 2.3.3 Brake warning light
    - 2.3.4 Oil warning light
    - 2.3.5 Airbag warning light
    - 2.3.6 For the avoidance of doubt, any dashboard warning light or illumination would be recorded
    - 2.3.7 All EML fault codes will be listed with a brief description of the fault subject to diagnostic capabilities; for example, but not limited the diagnostic tool being able to read the code, the vehicle EOBD socket receiving power, or the vehicle EOBD socket being undamaged.
  - 2.4 Brakes (see paragraph 3.4) checks include;
    - 2.4.1 Brakes are able to bring the vehicle to a halt within 20 meters based on operation in test lane to a maximum acceleration of 10 mph.
    - 2.4.2 Parking Brake or handbrake will hold the vehicle in a stationary position.
  - 2.5 Other mechanical and electrical items are operational where applicable;
    - 2.5.1 Gears (see paragraph 3.3) First and Reverse Gears can be selected, and a limited drive test will propel the vehicle accordingly. This will apply to manual and auto gearboxes. All available gears (excluding auto boxes) can be selected statically with engine running at idle.
    - 2.5.2 Air conditioning (see paragraph 3.5) The system receives power
    - 2.5.3 Satellite navigation (see paragraph 3.5) The system receives power when operated
    - 2.5.4 Central locking excluding operation by remote key for
    - 2.5.5 Electrically operated convertible roof operates fully
    - 2.5.6 Electrically operated sunroof operates fully
    - 2.5.7 Windscreen wipers and washer pump operate - Jet spread, washer fluid level and wiper blade condition not covered

- 2.5.8** Lights. All work, flash as intended including Main Beam. Excluding directional lights and automated functions, low light compensation etc. Alignment not checked

### **3. SCOPE AND LIMITATIONS OF THE SCHEME**

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This Scheme applies only to vehicles purchased by buyers who are resident in England, mainland Scotland and Wales.

- 3.1** Exclusions and limitations of AA & Opteven's liability in respect of the Scheme are set out in paragraph 7. The buyer guarantee contained within The AA Assured Report is limited in its extent as described in this paragraph 3.
- 3.2** The Scheme applies to those aspects of a vehicle that are identified on the relevant Assured Report as being covered by the Scheme.
- 3.3** The buyer guarantee included in the Scheme regarding the operation of a vehicle's gearbox will differ depending upon the type of gearbox fitted to the vehicle. Claims will only be considered when there is a fault, as described below, that is apparent when the vehicle is stationary, and the engine is running:
- 3.3.1** Where a manual gearbox is fitted, one or more of the gears cannot be engaged with the engine running
- 3.3.2** Where an automatic gearbox is fitted, one or more of the gears that is indicated on the gate as being available for manual selection cannot be engaged with the engine running
- 3.3.3** Where a semi-automatic gearbox is fitted, one or more of the gears which should be available for manual selection cannot be engaged with the engine running
- 3.4** A claim brought under the buyer guarantee regarding a vehicle's brakes and first and reverse gears will only be considered under the Scheme when, having selected first or reverse gear, the vehicle fails to move forwards or backwards (as applicable) and come to a stop within 20 meters.
- 3.5** Claims will only be considered under the Scheme in respect of a vehicle's satellite navigation systems and/or air conditioning systems if, when they are switched on using the controls provided, the item in question fails to receive power. For the avoidance of doubt, no claims will be considered when the fault is the result of no data feed for the navigation system or gas for the air conditioning system.
- 3.6** Without prejudice to the generality of paragraph 3.2 the Scheme does not cover:
- 3.6.1** Faults with aspects of the vehicle that are not listed on a vehicle's Assured Report as being covered by the Scheme
- 3.6.2** Any structure, assembly, component or internal mechanism
- 3.6.3** Any sudden mechanical failures of items that are not listed on a vehicle's Assured report as being covered by the Scheme (with particular reference to brakes, turbochargers and gearboxes);
- 3.6.4** The consumption of oil, fuel or any other fluid;
- 3.6.5** All fluid leaks;
- 3.6.6** The condition or type of brake lining materials;
- 3.6.7** The condition of brake fluid;
- 3.6.8** The condition, functionality or performance of satellite navigation systems or in car entertainment systems, beyond an indication as to whether or not any such items appear to receive power when switched on in the normal fashion using the controls provided (as per paragraph 3.5);
- 3.6.9** The condition, functionality or performance of alarm systems;
- 3.6.10** The condition, functionality or performance of vehicle technical systems, that is, automatic or computerised operating systems, which may be controlled by microprocessors;
- 3.6.11** Cylinder compression;
- 3.6.12** The condition, functionality or performance of vehicle electrics and electronics; save for the assumption that power is delivered to the items checked
- 3.6.13** The accuracy of in-car computer systems;
- 3.6.14** Exhaust emissions, other than noting observations as to excessive smoke; (Visual)
- 3.6.15** The condition, functionality or performance of catalytic converters;
- 3.6.16** The condition, functionality or performance of LPG, biofuel, hydrogen systems;
- 3.6.17** The condition, functionality, performance or efficiency of air conditioning systems, beyond an indication as to whether or not any such items receive power when switched on in the normal fashion using the controls provided (as per paragraph 3.5);
- 3.6.18** Non-standard accessories as a result of personal modifications or otherwise;
- 3.6.19** The condition, functionality or performance of key fobs or remote control devices;
- 3.6.20** The condition, functionality or performance of propulsion batteries in hybrid vehicles; (See Appendix 2 for checks on Hybrid / Electric vehicles over and above those described in the main body of this document
- 3.6.21** Water leaks into the passenger or luggage compartments;
- 3.6.22** The replacement of any components of the vehicle which are not the original components or have been replaced by components which have not been manufactured by the manufacturer of the vehicle;
- 3.6.23** Any errors in the authenticity of the vehicle V5C Registration Document, the mileage as indicated by the odometer, the MOT certificate, the Excise License, the VIN Number, the Engine Number, the Registered Number or the vehicle service history;
- 3.6.24** Excessive engine smoking not present at the time of testing (clause 2.2.3) but which develops as a result of a fault that is not covered by the Scheme.
- 3.7** Any repairs completed without following the buyer guarantee claims procedure in clause 5 will not be reimbursed and will exclude any further claims.

## 4. ASSURED REPORTS

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- 4.1 Items listed on The AA Assured Report (example report in Appendix 1) subject to the exclusions in paragraph 3 above, may not necessarily be in a new or perfect condition (and are not covered as such), but are covered to be, by an objective assessment, in a working state or condition.
- 4.2 Where an item in The AA Assured Report is marked “requires attention”, this indicates that the state or condition of the item is below that described in 4.1 above. The Buyer will have no entitlement to claim under the Scheme for any item, which has been marked “requires attention”.
- 4.3 Without prejudice to any rights or remedies available to the Buyer pursuant to the General Conditions and/or the Online User Terms and Conditions, the condition and functionality of any part of the vehicle not listed on the Assured Report is sold “as seen” and any defect will not entitle the Buyer to make a claim under this Scheme.

## 5. CLAIMS PROCEDURE

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- 5.1 In order to make a valid claim under clause 5.2 the Buyer must comply with the following conditions:
  - 5.1.1 Buyer must notify Opteven within two working days of the vehicle leaving Aston Barclay’s premises and/or within two days of buyer taking delivery of vehicle if delivered, by completing the Aston Barclay email claim form, which is available on the Aston Barclay website, or by contacting Opteven via telephone as set out in clause 5.2;
  - 5.1.2 Provide Opteven with all the required evidence within 7 days of the initial claim being raised. Failure to do so will result in the claim being closed;
  - 5.1.3 Provide Opteven with details of the alleged fault together with sufficient supporting evidence to the satisfaction of Opteven such evidence may include, without limitation, photographic or video evidence;
  - 5.1.4 Have paid for the vehicle in accordance with the terms set out in Aston Barclay’s General Conditions of Auction, or on the terms as otherwise agreed with Aston Barclay; and
  - 5.1.5 Buyer must be an Aston Barclay authorized buyer quoting company number who purchased the vehicle; or
  - 5.1.6 Buyer must provide, company name and address or if not company buyer, buyer name and address
  - 5.1.7 Subject to satisfying the conditions in clause 5.1 above, if a Buyer believes that there is a fault with the condition or functionality of any aspect of a vehicle that is covered by the Scheme, as detailed in paragraph 2, which was not reported in accordance with paragraph 4.2 or otherwise excluded pursuant to these terms, and the Buyer wishes to make a claim, the account holder or authorized buyer must contact Opteven using telephone number (0345 222 4543) operational business hours (0900 - 1700, Monday - Friday excluding bank holidays) with details and information of their intended claim. Once the call has been received Opteven Claims team will record, assess and adjudicate the claim against the terms of the Buyer Guarantee and reach a judgement accordingly. Opteven may request additional information or documentation in order to make a full assessment of the claim. Any rejection of a claim will be clearly communicated.

- 5.2 In addition to the time and mileage limits set out in paragraph 5.1, a Buyer wishing to make a claim pursuant to paragraph 5.2 must:

- 5.2.1 Make the Vehicle available for inspection at a location specified by the Opteven Claims team, this may be a garage or carried out by a mobile inspection asset;
- 5.2.2 Preserve the condition of the vehicle, which shall include:
  - 5.2.2.1 In the case of a vehicle for which any aspect other than the air conditioning, satellite navigation, in car entertainment, central locking or electric roof or sunroof has been described in the Assured Report as ‘requires attention’, refrain from attempting to move the vehicle under its own power before it has been inspected by the nominated repairer designated by Opteven Claims team.
  - 5.2.2.2 In all other cases, refrain from using the vehicle insofar as that is reasonably practicable, and in any event not exceed 250 driven miles, before it has been inspected by the nominated repairer designated by Opteven Claims team; and
  - 5.2.2.3 Not under any circumstances carry out, or attempt to carry out any repairs or other works to the relevant item(s) or part(s) of the vehicle before it has been inspected by the nominated repairer designated by Opteven Claims team.

## 6. REMEDIES

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- 6.1 In the event that the vehicle inspection arranged by Opteven Claims team, pursuant to paragraph 5.3 confirms that the defect reported by the Buyer should result in remedial action under the terms of the Scheme then, at the Opteven Claims team’s sole discretion:
  - 6.1.1 Opteven will at its absolute discretion appoint a repairer of its choice or move the vehicle to the repairer’s premises to carry out whatever work is required to correct the defect; or
  - 6.1.2 Opteven will authorise payment to the Buyer a sum equivalent to the cost of repairing the vehicle; or
  - 6.1.3 Opteven may at its absolute discretion (but shall not be obliged to) arrange for the vehicle to be returned to Aston Barclay’s premises and for the Buyer to be reimbursed the full sum invoiced in respect of the vehicle excluding the charge levied under the Scheme.
- 6.2 When Opteven has appointed a repairer under clause 6.1.2 above, Opteven will be the sole point of contact for the Buyer and the Buyer will not make contact with the repairer direct.
- 6.3 Decline appeal process;
  - 6.3.1 Before a decline can be appealed the process in clause 5 must be adhered to in full;
  - 6.3.2 The Buyer must make an appeal by sending an email to AstonBarclayClaims@Opteven.com or making a phone call to 0345 222 4543 within five business days of receipt of the notice of decline with a full explanation written of the reason for the appeal.

- 6.3.3 Opteven will then review the reasons given and if it deems appropriate it will request The AA Inspection Team to dispatch an onsite Inspection Manager to the Buyers premises or Repair Centre to inspect fully and report back to Opteven outcome of the inspection.
- 6.3.4 If on review Opteven deems the claim is valid the claims process will be actioned.
- 6.3.5 If on review Opteven finds the claim is not valid Opteven will notify the Customer and the claim will be closed.

## 7. EXCLUSION AND LIMITATION OF LIABILITY

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- 7.1 Opteven shall have no liability in respect of any claim(s) made where in the opinion of the Opteven Claim Team:
  - 7.1.1 The Buyer, or any third party acting while the vehicle is in the custody and control of the Buyer, fails to exercise reasonable skill and care when using the vehicle in question.
  - 7.1.2 The Buyer, or any third party acting while the vehicle is in the custody and control of the Buyer, attempts to repair any aspect of the vehicle without Opteven express authority.
  - 7.1.3 The defect arose as a result of willful damage or negligence of the Buyer, or any third party acting while the vehicle is in the custody and control of the Buyer.
  - 7.1.4 The defect arose while in the Buyer's custody and control and was the consequence of a defect noted as requiring attention on The AA Assured Report, that would not have occurred if the Buyer had taken reasonable care when using the vehicle. An example, but not limited to, is driving the vehicle while an engine management light is displayed.
- 7.2 Opteven shall have no liability in respect of any claim(s) made where the Buyer fails to return the keys, V5C, MOT, service book and any other documentation sold with the vehicle.
- 7.3 Subject always to paragraph 7.2:
  - 7.3.1 The remedies described in paragraph 5 shall be a Buyer's sole remedy against AA and Opteven in respect of a claim made pursuant to paragraph 5.1.
  - 7.3.2 Opteven shall not be liable to a Buyer who has not complied with the conditions set out in paragraph 5.
  - 7.3.3 This guarantee does not cover accident damage, any impact damage, negligence or driver abuse which render components inoperative.
  - 7.3.4 This guarantee does not cover component failure due to lack of lubrication, failure to check other fluid levels and adjusting where necessary or ignoring any warning signals, gauges or lights.
  - 7.3.5 This Agreement does not cover any consequential damage, losses or third party claims howsoever caused.
  - 7.3.6 Software updates and coding excluded from cover on authorised claims.
  - 7.3.7 Parts liability will be costed using parts that are available outside the dealer network through car part suppliers.

7.3.8 Oils & Antifreeze if part of repair based on cost from Euro Car Parts up to a maximum contribution of £50 + VAT

7.3.9 Neither The AA nor Opteven shall be liable to a Buyer, whether in contract, tort (including negligence) breach of statutory duty, or otherwise, for any loss of profit, business or goodwill, or any pure economic, indirect or consequential loss.

7.4 Nothing contained in these conditions purports to exclude any liability on the part of Opteven and The AA for and loss that cannot by law be excluded, including:

7.4.1 Any fraudulent statement or act; or

7.4.2 Death or personal injury resulting from Opteven and The AA's negligence.

7.5 Aston Barclay has no liability under or in respect of the Scheme, and all such liability is excluded to the maximum extent permissible by law.

7.6 Opteven and Aston Barclay, The AA, Opteven and the repairing agents, all adopt a zero-tolerance approach to matters of abuse in whatever form it may take.

7.7 As this stated zero tolerance approach forms part of your Terms and Conditions, a claim may be rejected where such abuse takes place, and may also lead to an already accepted claim being rejected at any stage thereafter.

## 8. SEVERABILITY

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If any part of these conditions is held by a court or other authority of competent jurisdiction to be unenforceable, the validity of the remainder will not be affected.

## 9. THIRD PARTY RIGHTS

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These conditions are enforceable only by Opteven and The AA and the Buyer. It is not intended that anyone else has a right to enforce them whether under the Contract (Rights of Third Parties Act) 1999 or otherwise save that Aston Barclay has such rights solely where it is necessary to assert that it has no contractual obligations to Buyers in respect of the Scheme, or under these terms and conditions.

## 10. GOVERNING LAW AND JURISDICTION

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These conditions shall be interpreted in accordance with the Laws of England and Wales and subject to the non- exclusive jurisdiction of the courts of England and Wales.



APPENDIX 1 - SAMPLE AA ASSURED REPORT

# Assured Provided by The AA



**CL2I RGV** **SALZA2AX9MH125283**

LAND ROVER  
RANGE ROVER EVOQUE  
HATCHBACK  
Silver  
11326 miles

OK Requires Attention Not Tested N/A Not Applicable

FLUID LEVELS	
Engine Oil Level (between min & max)	OK
Brake Fluid Level (between min & max)	OK
PAS (between min & max)	N/A
Coolant (between min & max)	OK
Oil Contamination (visual only)	OK
DASHBOARD	
Warning Lights Illuminated	OK
Service Light Illuminated	No
TPMS Light Illuminated	No
Adblue Light Illuminated	No
EML Illuminated	OK
VEHICLE OPERATION	
Brakes (operation in test lane only)	OK
Static Gear Selection (first & reverse test drive)	OK
Handbrake or Park Brake Operation	OK
Suspension Ride Height (visual only)	OK
Bonnet Release (mechanical & electrical)	OK

VEHICLE INTERIOR	
Air Con (excl temp & gas)	OK
Sat Nav (excl system functionality)	OK
Central Locking (excl fob & remote access)	OK
Entertainment System Powers Up (excl functionality)	OK
Entertainment Screen Powers Up (excl functionality)	OK
Reverse System Activates (excl functionality)	OK
Drivers Seat Adjustment (mechanical & electrical)	OK
Power Convertible Roof (electrical only)	N/A
Power Sunroof (electrical only)	N/A
Wipers & Washers (excluding jet spread & wiper condition)	OK
Lights	OK
Horn	OK
Mirrors (reflective only excl functionality)	OK
Windows (electric only operated from drivers seat)	OK
ENGINE OPERATION	
Engine Starts (with or without the aid of a battery pack)	OK
Engine Runs	OK
DIAGNOSTIC TROUBLE CODES	
	N/a
OTHER OBSERVATIONS	
	N/a

APPENDIX 2 - SAMPLE AA ASSURED EV REPORT

# Assured Provided by The AA - EV



**AK7I NVX** **WP0ZZZY1ZNSA50380**

PORSCHE  
TAYCAN SALOON  
Grey  
30559 miles

OK Requires Attention Not Tested N/A Not Applicable

FLUID LEVELS	
Brake Fluid Level (between min & max)	OK
Coolant (between min & max)	Not Tested
DASHBOARD	
Warning Lights Illuminated	OK
Service Light Illuminated	No
TPMS Light Illuminated	No
VEHICLE OPERATION	
Brakes (operation in test lane only)	OK
Static Gear Selection (first & reverse test drive)	OK
Handbrake or Park Brake Operation	OK
Suspension Ride Height (visual only)	OK
Bonnet Release (mechanical & electrical)	OK
Energy Harvesting & Recuperation (dash indicator)	OK
VEHICLE INTERIOR	
Air Con (excl temp & gas)	OK
Sat Nav (excl system functionality)	OK
Central Locking (excl fob & remote access)	OK
Entertainment System Powers Up (excl functionality)	OK

Entertainment Screen Powers Up (excl functionality)	OK
Reverse System Activates (excl functionality)	OK
Drivers Seat Adjustment (mechanical & electrical)	OK
Power Convertible Roof (electrical only)	N/A
Power Sunroof (electrical only)	N/A
Wipers & Washers (excluding jet spread & wiper condition)	OK
Lights	OK
Horn	OK
Mirrors (reflective only excl functionality)	OK
Windows (electric only operated from drivers seat)	OK
DRIVETRAIN OPERATION	
Drive Ready Indicator	OK
CHARGE CABLE	
Cable Type	Both
Cable Condition (visual only)	OK
DIAGNOSTIC TROUBLE CODES	
	Na
OTHER OBSERVATIONS	
	Na

Assured Provided by The AA - Hybrid



**GU70 OYA** W1K1770862V080021

MERCEDES-BENZ  
A CLASS HATCHBACK  
Grey  
19901 miles

OK Requires Attention Not Tested N/A Not Applicable

FLUID LEVELS		
Engine Oil Level (between min & max)		OK
Brake Fluid Level (between min & max)		OK
PAS (between min & max)		N/A
Coolant (between min & max)		OK
Oil Contamination (visual only)		OK
DASHBOARD		
Warning Lights illuminated		OK
Service Light illuminated	No	
TPMS Light illuminated	No	
Adblue Light illuminated	No	
EML illuminated		OK
VEHICLE OPERATION		
Brakes (operation in test lane only)		OK
Static Gear Selection (first & reverse test drive)		OK
Handbrake or Park Brake Operation		OK
Suspension Ride Height (visual only)		OK
Bonnet Release (mechanical & electrical)		OK
Energy Harvesting & Recuperation (dash indicator)		OK

VEHICLE INTERIOR		
Air Con (excl temp & gas)		OK
Sat Nav (excl system functionality)		OK
Central Locking (excl fob & remote access)		OK
Entertainment System Powers Up (excl functionality)		OK
Entertainment Screen Powers Up (excl functionality)		OK
Reverse System Activates (excl functionality)		OK
Drivers Seat Adjustment (mechanical & electrical)		OK
Power Convertible Roof (electrical only)		N/A
Power Sunroof (electrical only)		N/A
Wipers & Washers (excluding jet spread & wiper condition)		OK
Lights		OK
Horn		OK
Mirrors (reflective only excl functionality)		OK
Windows (electric only operated from drivers seat)		OK
ENGINE OPERATION		
Engine Starts (with or without the aid of a battery pack)		OK
Engine Runs		OK
DRIVETRAIN OPERATION		
Drive Ready Indicator		OK

Assured Provided by The AA - Hybrid



CHARGE CABLE		
Cable Type		Not Applicable
Cable Condition (visual only)		Not Tested

DIAGNOSTIC TROUBLE CODES		
		N/A
OTHER OBSERVATIONS		
		OK