

SELECT EXTENDED WARRANTY

DEFENDER





INTRODUCTION

Thank you for purchasing a Defender Select Extended Warranty.

We hope that this booklet is easy to understand and explains clearly all the benefits of Your chosen warranty.

The following pages, including the terms and conditions, set out exactly what is and what is not covered by Your Defender Select Extended Warranty and associated MOT Insurance. It is very important that You read each page carefully, so You fully understand the terms and conditions, and in particular the Vehicle servicing requirements and claims procedure.

Select Extended Warranty includes:

- Cover for Vehicles over ten years old and up to 100,000 miles.
- Mechanical or Electrical Failure Warranty.
- £6,500 individual claim limit including VAT - up to the purchase price of the Vehicle in the aggregate.
- Up to 25,000 miles per annum from mileage at purchase.
- MOT Insurance.

IMPORTANT

The type of warranty and duration of cover You have purchased is shown on the Registration Confirmation Letter that accompanies this booklet.

Please keep it somewhere safe, as You will need to show it to Your retailer if You have to make a claim.

If anything is unclear, or if You have any questions please contact our Client Services staff on **0344 573 8055**.

Defender Extended Warranty products are only available through an authorised Land Rover retailer or direct from Defender Extended Warranty Administration.

Please note that Defender Assistance is available to purchase as an option, but only at the point of warranty purchase.

CONTENTS

Contractual Agreement	4
Definitions	5
How to Make a Warranty Claim	7
What Your Defender Select Extended Warranty Covers	9
What Your Defender Select Extended Warranty Does Not Cover	13
Additional Benefits of Your Warranty	16
Warranty Terms and Conditions	18
MOT Test Insurance	26
MOT Test Insurance Terms and Conditions	30
Warranty Transfer Request	33
Complaints Procedure	35
Privacy and Data Protection Notice	39

CONTRACTUAL AGREEMENT

This policy wording is evidence of a legally binding contract of insurance between You and Motors Insurance Company Limited (hereinafter known as the 'Insurer', 'We', 'Our', 'Us').

Motors Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under number 202875.

This can be checked on the Financial Services Register by visiting the FCA's website at: www.fca.org.uk/register.

This policy is administered by Car Care Plan Limited (hereinafter known as the 'Administrator') which is authorised and regulated by the Financial Conduct Authority.

DEFINITIONS

Administrator

Car Care Plan Limited trading as:

Defender Extended Warranty Administration

Jubilee House

5 Mid Point Business Park

Thornbury

West Yorkshire BD3 7AG.

Car Care Plan Ltd. Registered in England.

Company No: 850195.

Europe

Countries which are members of the European Union or EFTA (European Free Trade Association).

Grey Import

Grey Import vehicles are new or used motor vehicles legally imported from another country through channels other than the Vehicle manufacturer's official distribution system.

Inherent Design Fault

Inherent Design Fault means any fault which is ultimately caused by a defect in design, materials or workmanship which existed, but may not have been apparent, when the Vehicle was manufactured.

Insurer, We, Our, Us

Motors Insurance Company Limited

Jubilee House

5 Mid Point Business Park

Thornbury

West Yorkshire BD3 7AG.

Mechanical or Electrical Failure

The sudden and unexpected failure of a component which requires immediate repair or replacement for a reason other than wear and tear, accident or malicious damage.

Registration Confirmation Letter

This is the confirmation that the Warranty application has been accepted. When You receive the Registration Confirmation Letter, please check that it contains the correct details.

Vehicle

The motor Vehicle referred to on the Registration Confirmation Letter.

Warranty

The insurance product that provides cover for sudden Mechanical or Electrical Failure.

Warranty Holder, You/Your

The person or entity on the Registration Confirmation Letter.

Warranty Period

The Warranty Period appears on the Registration Confirmation Letter that accompanies this booklet. The Warranty will expire on the date or mileage shown in this letter, whichever occurs first.

It should be noted that in the absence, for whatever reason, of the standard manufacturer's warranty period, the start date and expiry date of this Warranty will remain unchanged from that detailed in the Registration Confirmation Letter.

HOW TO MAKE A WARRANTY CLAIM

At Defender Extended Warranty Administration we aim to make the claims procedure as simple as possible.

Repairs in the UK, Isle of Man or Channel Islands

Should You need to make a claim under the terms of this Warranty, simply return Your Vehicle to Your supplying Land Rover retailer or any other Land Rover retailer. They will confirm whether the claim and Your Warranty are valid and will administer the claim on Your behalf.

In the event of You being unable to attend a Land Rover retailer, please contact the Administrator's claims department on **0344 573 8055** for approval before any repair takes place (Your repairer may undertake this for You).

On receipt of the invoice, the claim will be settled subject to the terms and conditions of this Warranty having been adhered to. If a balance is due, this is to be paid directly to the repairer by the client.

Repairs in Europe

If it is necessary for repairs on Your Vehicle to be completed in Europe You will not require authorisation from the Administrator.

If You need to contact Defender Extended Warranty Administration while You are abroad, please telephone **0044 1274 260155**.

In the event that the fault is covered by this Warranty and if Your claim is valid the Administrator will reimburse the cost of repair following Your return to the UK, Isle of Man or Channel Islands.

Following receipt of the repair invoice the Administrator will reimburse the cost in pounds sterling at the prevailing rate of exchange on the date the repair was completed subject to the claim being valid.

The maximum We will pay is the equivalent UK rate for labour charges and manufacturer's list prices for parts at the date of Your repair.

To ensure that You receive the highest level of service, all telephone calls made to the Administrator's claims office are recorded.

All Warranty claims and associated correspondence should be sent to:

**Defender Extended Warranty Administration
Claims Department
Jubilee House
5 Mid Point Business Park
Thornbury
West Yorkshire BD3 7AG.**

Note: No payment can be made until the relevant invoice(s) has been received and approved by the Administrator.

All claims invoices must be received by the Defender Extended Warranty Administration Claims Department within 30 days of the date of completion of the repairs, otherwise they may not be accepted. Claims invoices received beyond this date will be subject to review in terms of the reason for delay and it will be at the Administrator's discretion to accept such claims.

Please note that the above procedure is in addition to Your statutory rights as a consumer.

WHAT YOUR DEFENDER SELECT EXTENDED WARRANTY COVERS

Your Defender Select Extended Warranty is for Vehicles that are over ten years old and have covered no more than 100,000 miles at the time of purchase.

Provided that You adhere to the terms and conditions of Your Select Extended Warranty, the following are covered against Mechanical or Electrical Failure defects (depending on the definitions, exclusions and conditions contained in this handbook and the maximum claim limit, as shown on page 15.

Engine

Failure of the following internal mechanical parts only: Starter ring gear, flywheel, oil pump, crankshaft and bearings, timing gears, Variable Valve Timing control unit (VVT), timing chain and cam belt, camshafts, cam followers, tappet gear, valves and guides, pistons and rings, cylinder bores, con rods, cylinder head, cylinder head gaskets and all internal bushings (excluding lacquered valves or failures due to carbon deposits).

Manual Gearbox

Failure of the following internal mechanical parts only: Selectors and shafts, gears, bearings and bushes, synchromesh hubs and shafts.

Automatic Gearbox

Failure of the following internal parts only: Torque converter, gears, clutches, brake bands, valve block, governor, oil pump, bearings and bushes.

Differential (Front and Rear Differentials)

Failure of the following internal parts only: Haldex unit and oil pump, crown wheel and pinion, gears, shafts, bearings and bushes.

Drive Line

Failure of the following parts only: Wheel bearings, propshaft, propshaft bearings, drive shafts, transfer box, universal joints and Constant Velocity (CV) joints (excluding rubber boots and gaitors).

Suspension

Failure of the following parts only: Air springs, coil springs, shock absorbers, compressor, air suspension valve blocks, directional valves, suspension height sensors and active cornering enhancement control bar.

Steering

Failure of the following parts only: Steering box, power steering rack, high pressure pipes/hoses, power steering pump.

Cooling & Heating System

Failure of the following parts only: Engine coolant water pump, thermostat, engine coolant radiator and auxiliary electric heater only. All other parts and damage caused by frost or as a result of lack of anti-freeze are excluded.

Air Conditioning

Failure of the following parts: Compressor, condenser, receiver dryer and evaporator. Re-gassing is excluded except as part of a valid claim.

Braking System

Failure of the following parts only: Servo, brake booster, vacuum pump, master cylinder, calipers, Dynamic Stability Control (DSC) control module, Anti-lock Braking System (ABS) control module, ABS wheel speed sensors, electronic parking brake control module, switch, motor and actuator assembly.

Forced Induction

Failure of the following parts only: Supercharger, turbocharger and turbocharger actuator.

Clutch

Failure of the clutch plate, clutch cover and release bearing only including failure due to oil contamination, but excluding, burnt out parts and general wear and tear. Limited to one clutch repair during the Warranty Period.

Fuel System

Failure of the following parts only: Engine control module, fuel injection pump, fuel lift pump, fuel tank sender unit, throttle position sensor, throttle body, manifold absolute pressure sensor, mass air flow sensor and crankshaft position sensor, port deactivation valves, fuel rail and fuel rail pressure sensor, fuel pressure regulator, Exhaust Gas Recirculation (EGR) valves and filters, lambda sensors and excludes any damage caused by contaminated and/or inappropriate fuel.

Electrics

Failure of the following parts only: Starter, alternator, ignition coils, front windscreen and rear window wiper and washer pump motors, power trailgate struts, all sensors and transmitters, heater fan speed motor, horn, heated rear screen element, electrical switches, window motors and regulators (excluding sun-roofs), central door locking actuators/latches and fuel flap solenoid, gearbox and transfer box Electronic Control Unit (ECU).

Hybrid & Electric vehicle

Battery charger ECU, electric traction motors, front and rear electric axle drive units, hybrid drive motors and ECU.

Casings

Engine, gearbox/transmission, final drive casings are covered, provided they have been damaged as a direct consequence of the failure of one of the above parts. Damage as a result of accident, by frost or due to lack of anti-freeze or oil is excluded.

Oil Leaks

Failure of any oil-seal or gasket which the manufacturer states requires the removal of a major component, i.e. engine, gearbox, or differential assembly, to effect the repair.

Consumables

Oil, oil filter, gaskets, hoses and anti-freeze needed because an insured part listed, in the 'What Your Select Extended Warranty Includes' section of this handbook has failed.

WHAT YOUR DEFENDER SELECT EXTENDED WARRANTY DOES NOT COVER

- Electrical software updates or reprogramming, unless required due to the failure of a covered part.
- Faults resulting from the use of contaminated fuel or inappropriate fuel for the Vehicle.
- Gradual reduction in operating performance (wear and tear) consistent with the age and mileage of the Vehicle. Components that may be subject to wear include, but are not limited to, brake discs, drums and frictional materials, suspension and steering components, clutch pressure plates, bearings and frictional material.
- Loss, damage or failure, which is said by a qualified engineer appointed by the Administrator to have existed before the start of this Warranty. Pre-existing faults must be rectified before this Warranty starts.
- Parts which have not suffered a Mechanical or Electrical Failure but which are replaced or reported during routine servicing, or repair of other non-covered parts that have failed.
- Recharging of air conditioning unit, unless required as part of a component failure covered by the warranty.
- Repairs, replacement or alterations not authorised by the Administrator, unless in Europe.
- Routine component adjustment and alignment.
- Service/maintenance operations and adjustments, and the replacement of such items as, but not limited to, spark plugs, plug leads, oils, filters, lubricants, accessories not approved by the manufacturer, any accessory which has been fitted by someone other than the JLR factory or authorised JLR retailer.
- Wheels, tyres and valves.
- Wheel balancing/alignment and adjustment, unless required as part of a component failure covered by the warranty.

Any component failure, damage or losses:

- to components not directly covered under the terms and conditions of this Warranty.
- which occur outside the the UK, Isle of Man, Channel Islands or Europe.
- caused by frost, including damage where a lack or failure of anti-freeze has been a contributory factor.
- resulting from any act or omission that is negligent or against the law, accident damage, misuse, neglect, overloading or abnormal use.
- which occurred as a result of any accessory being fitted which is not on the Vehicle manufacturer's approved list or not fitted according to the instructions provided by the manufacturer of the accessory.
- as a result of water ingress, including damage to covered components caused by water.
- where the speedometer has been interfered with, altered, disconnected or does not work, except where this has been done as part of routine maintenance or a repair.

- which have resulted from a failure to arrange for an obvious fault to be rectified.
- liability for death, bodily injury or damage to other property or any loss caused directly or indirectly by the claim or event which gives rise to claim under this Warranty.
- caused directly or indirectly by war, riot, revolution or any similar event or by vandalism, theft or attempted theft from the Vehicle.
- damage by animal(s) or insect(s).

Please note, You are not covered for lubricants, filter elements and any damage caused by frost due to lack of anti-freeze or oil, impact, accident or negligence.

Vehicles and Vehicle uses Your Select Extended Warranty does not cover

- Vehicles registered outside the UK, Isle of Man or Channel Islands, left-hand drive and Grey Import vehicles.
- Any public service vehicles such as police, fire vehicles, ambulances and military vehicles.
- Any Vehicle used for hire or reward (e.g. taxis, self-drive, driving schools, chauffeur, etc.), or used in any kind of competition. However, Vehicles frequently used for wedding, funeral or similar services are not excluded, provided the motor car covers no more than 5,000 miles/8,000 kms per annum.
- Any Vehicle with an unladen weight of more than 3.5 tonne gross vehicle weight.
- Any Vehicle used in any sort of competition, track days, rally or racing.
- Any Vehicle whilst it is owned by a motor trader or garage or associated companies or by the proprietor(s) of such motor trader or garage.

Maximum Claim Limit

The Insurer will pay both parts and labour up to a sum equivalent to the purchase price of the Vehicle:

- Any individual claim up to a maximum of £6,500 including VAT.
- The sum of all claims made shall not exceed the purchase price of the Vehicle.
- The maximum claim limit is inclusive of VAT provided the Warranty Holder is not registered for VAT purposes. The VAT content of any claim will not be paid where the Warranty Holder is a VAT registered company and/or individual.

Mileage Limit

The Warranty will provide cover for Your Vehicle for the duration of the Warranty Period up to a maximum of 25,000 miles from the date of Warranty purchase.

ADDITIONAL BENEFITS OF THE SELECT EXTENDED WARRANTY

Car Hire

If You have a valid claim, You may claim reimbursement for car hire, but not including fuel and or additional insurance such as excess waivers. You cannot claim for the first 24 hours that You are without Your own Vehicle. After this period, You can claim for a replacement Vehicle for up to seven days.

You or Your Land Rover retailer must obtain telephone approval from the Administrator before You use this service.

Any replacement Vehicle must be from a real and reputable hire company or Land Rover retailer.

Overseas Cover

This Warranty will cover Your Vehicle while it is outside of the UK, the Channel Islands or the Isle of Man and in Europe for up to 60 days during the period of the Warranty:

If Your Vehicle has a breakdown in Europe, subject to Warranty cover You will be entitled to authorise a repair by any Land Rover retailer. You will be required to pay the full cost of repair on completion and should submit a claim for reimbursement to the Administrator upon Your return to the UK, Isle of Man or Channel Islands.

Before authorising any such repair please see details in the section 'How to Make a Warranty Claim'.

Warranty Extensions

Extensions to this Warranty may be available subject to terms and conditions.

Please ask Your Land Rover retailer before Your Warranty is due to expire and they will handle Your request, alternatively You can contact Defender Extended Warranty Administration on **0344 573 8055**.

Servicing Requirements

It is a condition of this Warranty that Your Vehicle is serviced in accordance with the manufacturer's guidelines.

Throughout the warranty period a franchised Land Rover retailer or a VAT-registered garage should carry out all servicing and repair work.

**Services must be carried out within 1,000 miles/
one month of the intervals specified by the Vehicle
manufacturer, whichever comes first.**

Warranty Transfer

If You sell Your Vehicle privately You can transfer the benefits of this Warranty to the subsequent owner or user of the Vehicle. Please complete the form on pages 33 and 34 and post to Defender Extended Warranty Administration.

WARRANTY TERMS AND CONDITIONS

To help You understand this Warranty, the conditions are set out below.

Please take time to read them.

- 1. Warranty Holder** The Warranty Holder is the only person or entity who is entitled to make a claim under this Warranty.
- 2. Vehicle** Any claim under this Warranty must relate to the Vehicle described in the Registration Confirmation Letter.
- 3. Warranty Period** The Warranty Period appears on the Registration Confirmation Letter that accompanies this booklet. The Warranty will expire on the date or mileage shown in this letter, whichever occurs first.
It should be noted that in the absence, for whatever reason, of the standard manufacturer's warranty period, the start date and expiry date of this Warranty will remain unchanged from that detailed in the Registration Confirmation Letter.
- 4. Authorisation** No repairs are to be commenced until authorised by the Administrator, unless covered by the Overseas cover, which may be authorised by the Warranty Holder.
- 5. Payment for Repairs** When a franchised Land Rover retailer undertakes a repair, they will obtain prior authorisation from the Administrator and will invoice them the cost of the repair. In certain circumstances, the Administrator may authorise a repair by another retailer in the UK, Isle of Man or Channel Islands or You may authorise a repair overseas. In either event, You will be required to pay the retailer on completion of work and may then reclaim the cost from the Administrator.
- 6. List Prices** This Warranty does not cover costs that are more than the manufacturer's UK warranty prices for parts and labour costs that are necessary to repair any failed parts.
- 7. Invoices to Support Claims** With every claim You make You must provide a VAT receipt from a garage, repairer or real and reputable vehicle hire company.

- 8. Inspection of Vehicle and Parts** The Administrator reserves the right to inspect the Vehicle before authorising repairs and may also arrange for parts to be examined by a claims assessor. You may be asked to ensure that a faulty part is retained for our inspection following a repair.
- 9. Repair/Replacement of Parts** The Insurer's obligations under this Warranty are limited to repairing or replacing at its option any part(s) which prove to be defective. When replacing any defective part, genuine parts will be used, unless they are not available to complete a repair in a timely manner. In these circumstances the repairer may use alternatively sourced parts which may be new, used, rebuilt, refurbished or non-original manufacturer parts that perform to the factory specifications of OR similar features and functionality as the original product/part/component. There is no guarantee that a replacement will be the same model, size, dimensions, or colour as the previous part. It is the responsibility of the repairer to ensure any alternatively sourced parts are fit for purpose and meet the manufacturers specifications.

In some circumstances, no parts will be available to complete the repair in a timely manner. In this situation a cash settlement equivalent to the cost of repair will be provided. The value of this will be calculated using the parts and labour reimbursement rates and standard labour times that would have been used if the repair had been completed. Any payment will also be subject to the claim liability of the warranty.

- 10. Dismantling the Vehicle** It is Your responsibility to authorise the dismantling of Your Vehicle. The Insurer will only pay for dismantling if it is part of a valid claim.
- 11. Design Faults and Recalls** Any damage to parts, which are being recalled by the Vehicle's manufacturer or which have Inherent Design Faults are not covered by this Warranty.

12. Servicing and Service Records If You do not follow the manufacturer's service schedules, this Warranty may not apply. When You have Your Vehicle serviced, You are allowed 1,000 miles either side of the specified service mileage or one month either side of the specified time period, whichever comes first. A Land Rover retailer or other VAT-registered garage must carry out the service and receipts must be retained as Land Rover Approved Warranty Administration are entitled to check the service record in the event of a claim.

13. Modification to Vehicle If the Vehicle has been modified in any way You must declare this prior to acceptance of the Warranty.

This Warranty is designed to cover Vehicles built to the manufacturer's original specification. If Your Vehicle has been modified with any non-manufacturer supplied parts that are associated to the items covered by the Warranty, We reserve the right to decline any claim (and any consequential damage) that may occur due to the failure of a modified part.

Cosmetic modifications are acceptable including wheels/tyres providing they are the same size/ specifications as the manufacturer's equivalent - You may need to advise Your motor insurer of these changes.

14. False or Fraudulent Claims If You make a false or fraudulent claim, this Warranty will be cancelled and You will forfeit all benefits. No refund will be made in such circumstances.

15. Other Warranties and Insurance If Your claim is also covered by any other Warranty or Insurance, the Insurer will only pay its share of the claim.

16. Legal Proceedings Following the acceptance of any claim under this cover, We will have the right to conduct legal proceedings or enter into formal arbitration on Your behalf. In doing so, the Administrator and/or their Insurers will be entitled to take action in Your name. The cost of the action will be Our responsibility, unless You have agreed in writing to an alternative arrangement. We will be entitled to any compensation and/or indemnity benefit obtained through these proceedings, to the extent that these relate to costs or potential liabilities covered by the Warranty. We will also be entitled to the costs of this action, if they are assigned to You.

17. Invoices All invoices for repairs should be made out to Defender Extended Warranty Administration.

18. Administrators Defender Extended Warranty Administration is authorised by the Insurers to act as their agents in relation to this Warranty. They manage and administer all Defender Extended Warranty services.

All claims and correspondence should be submitted through them at the following address:

Jubilee House
5 Mid Point Business Park
Thornbury
West Yorkshire BD3 7AG.

19. Cancellation Rights and Refunds We hope You are happy with the cover this policy provides. If after reading Your policy document, however, this insurance cover does not meet with Your requirements, You have the right to cancel the Warranty (including the MOT element of the policy) within 30 days of purchase and the optional assistance element within 14 days of purchase. Should You wish to cancel within this period, please return the policy to the Land Rover retailer from whom the policy was purchased; the retailer will then refund any premium You are entitled to. If You purchased Your policy direct from Defender Extended Warranty Administration please call **0344 573 8055** for a refund of any premium You are entitled to.

If You wish to cancel Your policy after this 30-day period, You may cancel Your policy at any time and receive a *pro rata* refund of Your premium based on the number of whole months remaining subject to the deduction of a cancellation fee of £35. Requests for cancellation outside of the first 30 days from purchase should be made by contacting the Administrator on 0344 573 8055 or in writing to Defender Extended Warranty Administration.

There will be no refund entitlement under the following circumstances:

- In the last 30 days of cover on the Warranty including the MOT policy.
- If You have made a claim on the Warranty or the MOT policy.
- Where the Warranty including MOT policy has been transferred from the original purchaser.
- Where Defender Assistance has been taken as a cost option, no refund or part refund will be provided for this element after the first 14 days, or where assistance has been sought within the first 14 days.

Please allow up to 28 days for Your cancellation and refund to be processed.

If You have paid for Your policy by instalment payments through an instalment agreement with Defender Extended Warranty Administration, any refund amount owed to You will be calculated in line with the following rules:

Where You have paid all the instalment payments, we will calculate the refund as above. The refund will be paid directly to You.

Where You have NOT paid all the instalment payments, we will calculate the refund as above and:

1. If the refund You are eligible for is in excess of the total outstanding instalment payments You owe Defender Extended Warranty Administration, we will pay the difference directly to You; or
2. If the refund You are eligible for is less than the total outstanding instalment payments You owe Defender Extended Warranty Administration, the refund will be applied as part payment of Your total outstanding instalment payments.

You will continue to be responsible for paying the remaining outstanding payments on Your instalment agreement with Defender Extended Warranty Administration until the balance calculated at the time of notice of cancellation received by the Administrator has been settled.

20. Vehicle Ownership The Vehicle will not be covered by this Warranty whilst it is owned by a motor trader or garage or associated companies or by the proprietor(s) of such motor trader or garage.

21. Governing Law and Jurisdiction This agreement shall be construed in accordance with English Law and the parties irrevocably submit to the non-exclusive jurisdiction of the English courts to settle any disputes which may arise in connection with this agreement.

22. Statutory Rights Nothing in these conditions will reduce Your statutory rights relating to faulty or mis-described goods. For further information about Your statutory rights contact Your local Trading Standards Department or Citizens Advice Bureau.

23. Policy Premium Payments Cover is available as an annual policy with a single upfront payment or via monthly instalments.

Where You have selected to purchase Your product via monthly instalments, You have entered into an agreement to purchase an annual policy, spreading the cost over interest-free instalments. You are required to continue to pay Your instalments until all monies owed have been paid.

The cover level provided when opting to pay by monthly instalments is identical to that of an annual policy. You must pay the premium every month on or before the date when it is due. Payment is required for the full premium of Your policy subject to the cancellation terms. Should You fail to pay a monthly premium when it is due, all cover will cease immediately from that date. Where You have made a claim against the policy, You will be asked to continue to make Your monthly instalment payments.

24. Territorial Limits Cover under this Defender Extended Warranty and MOT Test Insurance may only be granted to individuals residing, or corporate bodies registered, in the United Kingdom, Isle of Man or Channel Islands.

25. Cyber We will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any system, software programme malicious code, virus or process or any other electronic system.

26. MOT Requirements Your Vehicle must have a valid MOT certificate.

27. Sanction Limitation and Exclusion Clause We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this Warranty if the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer or Administrator to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

28. The Insurer and/or Administrator shall not be liable for any statement or representation, written or verbal (by whomsoever made), which contradicts the Terms and Conditions in this Warranty, unless such statement or representation is supported in writing by the Administrator on their behalf.

MOT TEST INSURANCE

Defender MOT Test Insurance covers the cost of repair, replacement and/or adjustment to the Vehicle of the specified parts listed below which are covered as a direct consequence of such parts being cited in a 'notification of refusal to issue an MOT certificate' (form VT30) prepared during the period of cover, as causing the Vehicle to fail its MOT test. Accidental damage is not covered under this MOT Test Insurance.

This Defender MOT Warranty only applies provided the fault is first noticed in a MOT assessment and the MOT test falls due and is completed during the period of cover provided by the Warranty package. Only one Defender MOT Insurance claim is permissible during the duration of the Warranty

Cover Includes:

Lamps, Reflectors and Electrical Equipment

Lamps including Xenon, High Intensity Discharge (HID), Light Emitting Diodes (LED), reflectors, indicators, bulbs, headlamp levelling and cleaning devices and Tyre Pressure Monitoring Systems (TPMS) are covered for failure due to: Breakage, discolouration, electrical failure, misalignment, water ingress, and corrosion. Failure of the horn. Battery retaining bracket/stay/support for failure due to insecurity (please note the battery is not a covered item). Switches, instrument panel, warning lights and wiring are specifically excluded.

Steering and Suspension

Manual and power steering units, operation of steering lock (where fitted), drag links, track rods/ends, transmission shafts, Constant Velocity (CV) joints and boots, shock absorbers, road springs, wishbones, anti-roll bar links, swivel joints, mountings and bushes, sub-frames and wheel bearings are covered for failure due to: Wear, seizure, leakage, and insecurity. Steering wheel for cracks or fractures.

Brakes

Brake master cylinder, wheel cylinders, calipers, discs, drums, electronic parking brake control, Electronic Stability Control (ESC) components, load compensator, Anti-lock Braking System (ABS), modulator/sensors/computers and brake pipes, hoses, cables are covered for failure due to wear, leakage, seizure, splits/cracks, corrosion, adjustment and electrical failure. Brake frictional material is excluded.

Seat Belts and Supplementary Restraint System (SRS)

Mountings, belts, retractors and buckles, SRS components including airbags, seat belt pre-tensioners and seat belt limiters are covered for failure due to wear, non-function and insecurity.

Body, Structure and General Items

Vehicle structure and any factory-fitted component are covered for corrosion. Failure due to accident damage is specifically excluded. Engine mountings for excessive movement/insecure/fractured or damaged are covered. Tow bars and their associated electrical components are covered when factory-fitted.

Fuel and Emissions

Throttle body, airflow meter, Lambda sensor, Exhaust Gas Recirculation (EGR) valve and cooler, catalytic convertor, fuel injection Electronic Control Unit (ECU) and Diesel Particulate Filter (DPF) sensors are covered for failure to meet MOT exhaust gas emission standards (warning lights, tuning and adjustments or any damage caused by contaminated fuel and/or inappropriate fuel are not covered under this section). Fuel leaks are not covered.

Drivers View of the Road

Windscreen wiper arms and blades, windscreen wiper motors, washer motors.

Unless listed above, all other components are excluded from the cover provided by this MOT Test Insurance.

Maximum Claim Liability

Where liability for the cost of repairs is admitted under this MOT Test Insurance the Warranty Holder will be reimbursed or paid direct to the motor trader as appropriate up to a maximum aggregate of £750.00 (including VAT) during each period of MOT Test Insurance. **The first £50.00 of any claim must be paid by the Warranty Holder.**

This MOT Test Insurance does not cover:

- The MOT test and re-test fee.
 - Pre-MOT repairs and faults noted as "Minor Defects" or "Advisory" which do not fail the MOT Test.
 - Any repairs, replacements or alterations not authorised by the Administrator.
 - Accidental or malicious damage or neglect.
 - Any parts which have not actually failed or which are replaced or reported during routine servicing.
 - Actual tuning and adjustments to the fuel system.
 - Any component covered by any existing warranties or insurances other than the Warranty associated with this MOT Insurance.
 - Any loss to the Warranty Holder in excess of the maximum claim liability.
- Any liability for death, bodily injury, or damage to other property or any consequential loss of whatsoever nature arising directly or indirectly from the claim or event giving rise to a claim under this MOT Test Insurance. This exclusion does not apply to exclude liability for death or bodily injury caused by Our negligence.
 - Any missing components.

MOT TEST INSURANCE – TERMS AND CONDITIONS

If it is not safe to drive Your Vehicle – for example Your Vehicle has failed the MOT due to ‘dangerous defects’ and Your Vehicle is not at a Land Rover Retailer please call the claims telephone number on **0344 573 8055** before any repair commences. The claims team will discuss Your options.

In all other cases We would recommend that You take Your Vehicle to the nearest Land Rover Retailer. The retailer will need a copy of the ‘notification of refusal to issue an MOT Certificate’ (VT30).

The retailer will then take responsibility for establishing that the parts involved in the repair, deemed necessary by the ‘notification of refusal to issue an MOT Certificate’ (VT30), are covered by this MOT Test Insurance.

The retailer will be responsible for obtaining prior authorisation from the Defender Extended Warranty Claims Department.

Claims telephone number: 0344 573 8055.

Important: No repair should commence until the Defender Extended Warranty Claims Department gives authorisation.

All invoices should be made payable to Defender Extended Warranty Administration.

MOT Test Insurance claim invoices and associated correspondence should be sent to:

**Defender Extended Warranty Administration
Claims Department
Jubilee House
5 Mid Point Business Park
Thornbury
West Yorkshire BD3 7AG.**

Note: Claims invoices must be received by Defender Extended Warranty Administration Claims Department within 30 days of the date of completion of the repairs, otherwise they may not be accepted. Claims invoices received beyond this date will be subject to review in terms of the reason for delay and it will be at the Administrator’s discretion to accept such claims.

MOT Test Insurance Terms and Conditions (in addition to the main Warranty terms and conditions)

The Terms and Conditions of this MOT Insurance are stated below:

- The MOT Insurance is in addition to Your legal rights, and does not affect Your statutory rights as a consumer.
- Any exploratory dismantling charges will only be reimbursed as part of a valid claim. It is the responsibility of the Vehicle owner to authorise dismantling and to pay charges if such dismantling proves that the failure is not covered by the MOT Insurance.
- The Administrator reserves the right to inspect the Vehicle before authorising repairs and may also arrange for parts to be examined by a claims assessor. You may be asked to ensure that a faulty part is retained for our inspection following a repair.
- If any claim is fraudulent in any respect all benefits under this MOT Insurance will be forfeited and the Extended Warranty package cancelled without refund.
- The reimbursement for any claim under this MOT Insurance shall not exceed the manufacturer's list prices for parts necessarily incurred in the repair of covered components up to the maximum claim liability.
- The Insurer and/or Administrator shall not be liable for any statement or representation, written or verbal (by whomsoever made), which contradicts the Terms and Conditions in this MOT Insurance, unless such statement or representation is supported in writing by the Administrator on their behalf.
- We will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any system, software programme malicious code, virus or process or any other electronic system.

- We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this MOT Insurance if the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer or Administrator to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- A VAT receipted invoice from Your repairer must support all claims.

WARRANTY TRANSFER REQUEST

There is no charge for this service and it is only available for private sales.

Please note: Products purchased via monthly instalments can only be transferred provided any balance of monies owed has been paid in full.

If You require assistance in transferring Your Warranty, please contact Us on **0344 573 8055**.

Part 1 **The Former Owner Must Fill in this Section**

I sold my vehicle privately on _____

I want to transfer this Warranty to the new owner.

New Owner's Details

Title _____

Initials _____

Surname _____

Address _____

Postcode _____

Telephone number _____

Email address _____

Vehicle Details

Registration number _____

VIN _____

Warranty number _____

Mileage at date of transfer _____

Signature (former owner) _____

Date _____

Part 2

The New Owner Must Fill in this Section

- 1.** I have read and fully understand the contents of this booklet and accept the terms and conditions of this Warranty.
- 2.** I certify that:
 - a)** as far as I know, the vehicle has been serviced according to the manufacturer's service recommendations; and
 - b)** the details in Part 1 are correct.
- 3.** I understand that the Warranty will not be transferred to me until the Administrator informs me that it has accepted this request for transfer.

I will then take the place of the former owner as the Warranty Holder.

Signature (new owner) _____

Date _____

Important

The Administrator must receive this form, completed within 30 days of the vehicle being sold privately.

Defender Extended Warranty Administration
Jubilee House
5 Mid Point Business Park
Thornbury
West Yorkshire BD3 7AG.

COMPLAINTS PROCEDURE

Although we aim to please, things can sometimes go wrong.

In the unlikely event of a complaint, You should contact the Administrator on **0344 573 8055**, or in writing to:

The Complaints Team

Defender Extended Warranty Administration

Jubilee House

5 Mid Point Business Park

Thornbury

West Yorkshire BD3 7AG.

You can also email the Administrator at:
complaints@motor-admin.com.

Please tell the Administrator Your name and Your claim number or policy number. Calls to the Administrator may be recorded. The Administrator will contact You within five days of receiving Your complaint. In some cases, this will be to acknowledge your complaint, but in others it may be to give You a full reply. If the Administrator cannot deal with Your complaint within five working days, they will aim to give You a full reply within 28 days. In complex cases, or where further investigation is needed, this may take longer, and they will let You know if this is the case. The Administrator will respond to Your complaint within eight weeks, which is in line with requirements set by the Financial Conduct Authority.

Financial Ombudsman Service

If You are still not satisfied, You have the right to refer Your complaint to an alternative dispute resolution (ADR) body.

If You live in the UK

If You are still not satisfied with the way in which Your complaint has been dealt with, You also have the right to ask the Financial Ombudsman Service to review Your case, but You must do this within six months of the date of Our final decision.

For more information, You can contact the Financial Ombudsman Service or visit their website.

Write to:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR.

Phone: 0800 023 4567 or 0300 123 9123.

Website: www.financial-ombudsman.org.uk.

We abide by the Motor Industry Vehicle Warranty Products Code of Practice which can be found on the Motor Ombudsman Website at: www.TheMotorOmbudsman.org. The Motor Ombudsman will offer free impartial information and if appropriate an alternative dispute resolution process in the event that You are not satisfied with the outcome of a concern.

For more information, You can visit the Motor Ombudsman website at: www.theMotorOmbudsman.org or call their information line on 0345 241 3008.

To make a complaint to the Motor Ombudsman You can either call their information line or fill in an online form at: www.themotorombudsman.org/consumers/make-a-complaint.

Please note: The Motor Ombudsman can only deal with Your complaint if You have already complained direct to the Administrator and at least eight weeks have passed since You did that. Complaints to the Motor Ombudsman must be made within 12 months of the Administrator's final response.



If You live in the Channel Islands

You also have the right to ask the Channel Islands Financial Ombudsman (CIFO) to review Your case. For more information, you can contact CIFO or visit their website.

Write to:
The Channel Islands Financial Ombudsman
PO Box 114
Jersey
Channel Islands JE4 9QG.

Phone: Jersey: +44 (0)1534 748610
Guernsey: +44 (0)1481 722218
International: +44 (0)1534 748610.

Website: www.ci-fo.org.

Email: enquiries@ci-fo.org.

If You live in the Isle of Man

You also have the right to ask the Financial Services Ombudsman Scheme for the Isle of Man to review Your case. For more information, You can contact the Financial Services Ombudsman Scheme or visit their website.

Write to:

The Financial Services Ombudsman Scheme
Thie Slieau Whallian
Foxdale Road
St John's
Isle of Man IM4 3AS.

Phone: +44 (0) 1624 686500.

Website: www.gov.im/oft.

Email: ombudsman@iomoft.gov.im.

The above complaints procedure does not affect the rights You have by law as a consumer or any legal right You have to take action against Us. For more information about Your rights, contact Your local authority trading standards service or citizens advice bureau.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet Our obligations under this policy. This depends on the type of business and the circumstances of the claim. Services to advise on and arrange insurance are covered for 90% of the claims amount, without any upper limit. For more information about the scheme (including the amounts covered and who can claim), You can contact the FSCS helpline on 0800 678 1100 or 0207 741 4100, visit their website at: www.fscs.org.uk or write to:

Financial Services Compensation Scheme
PO Box 300
Mitcheldean GL17 1DY.

PRIVACY AND DATA PROTECTION NOTICE

Car Care Plan Limited (the “Data Controller”) are committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation (“Legislation”). Below is a summary of the main ways in which the Data Controller processes your personal data. For more information, please visit: www.view-privacy-policy.co.uk.

1. How the Data Controller uses your Personal Data and who the Data Controller shares it with

The Data Controller will process the personal data it holds about you for the following purposes:

- For providing products, services and insurance, administering memberships, handling claims and complaints, informing of changes to services and any other related purposes (this may include underwriting decisions via automate means). This is for the performance of the contract between you and the Data Controller.
- To provide you with information, products, or services that you request from the Data Controller or which the Data Controller feels may interest you as part of the contract.
- For offering renewal, research, or statistical purposes, to analyse historic activity, to improve rating algorithms, and to help predict future business impact, to further commercial interests, to enhance product offering and to develop new systems and processes. This is for the Data Controller’s legitimate interests.
- To notify you about changes to the Data Controller’s service. This is to comply with applicable laws.
- To safeguard against fraud, money laundering, terrorist financing and to comply with applicable laws.
- For the purpose of Direct Marketing activities only with your explicit consent.

2. Disclosure of your Personal Data

The Data Controller may disclose your personal data to third parties involved in providing products or services to the Data Controller, or to service providers who perform services on the Data Controller's behalf. These include group companies, affinity partners, vehicle manufacturers, motor dealerships and repairers, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, call centre service providers, auditors, lawyers and other outside professional advisors, IT systems, support and hosting service providers and regulatory authorities, and as may be required by law.

3. International Transfers of Data

The personal data the Data Controller collects from you may be transferred to, processed and stored at, a destination outside the UK and European Economic Area ("EEA"). The Data Controller currently transfers personal data outside of the UK and EEA to the USA and Israel. Where the Data Controller transfers your personal data outside of the UK and EEA, it will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation. The Data Controller uses the European Commission approved 'Standard Contractual Clauses' with such parties to protect the data.

4. Your Rights

Individuals in the European Economic Area (EEA) and the UK have several rights in connection with their personal information. These rights may apply in certain circumstances and are subject to certain legal exemptions.

You have the right to:

- a)** Access and obtain a copy of the personal data the Data Controller hold about you and information about how it is used;
- b)** Ask to update or correct any inadequate, incomplete, or inaccurate data;
- c)** Request erasure of your personal data.
- d)** Restrict and object to the future processing of your data.
- e)** Ask the Data Controller to provide your personal data to you in a structured, commonly used, machine-readable format, or you can ask to have it 'ported' directly to another data controller.
- f)** Not be subject to fully automated decision making which has legal effects or otherwise significantly affects you.
- g)** Withdraw consent where your consent is used as a legal basis for using your personal data.
- h)** Object to the processing of your personal data for direct marketing purposes at any time.
- i)** Lodge a complaint with the local data protection authority where your complaint can't be resolved in the first instance by the Data Controller.

If you wish to exercise the following rights, please contact the Data Controller using the details in Section 6 on page 43 or you may submit requests via:
<https://amtrust.clarip.com/dsr/create>.

To ensure the Data Controller only disclose personal information where it knows it is dealing with the right individual, the Data Controller will ask you for proof of identity when making a request to exercise any of these rights. The Data Controller will respond to all valid requests within one month, provided to have all the information required to respond. For every request, the Data Controller will make a priority to resolve your complaint as quickly as possible.

The relevant data protection authority is the Information Commissioner's Office (ICO), who you can contact via: <https://ico.org.uk/global/contact-us/>.

5. Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with the Data Controller's data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the contract, or the Data Controller's business relationship with you, unless the data must be retained for a longer period due to business, legal or regulatory requirements. In any case, where data is retained, the Data Controller will endeavour to delete or to anonymise any personal elements, in order to maintain your privacy and security.

6. Questions in relation to the Data Controller's Privacy Policy or use of your data

If you have any questions concerning the Data Controller Privacy Policy or use of your personal data, including exercising your rights detailed in Section 4, you can contact:

The Data Protection Officer

Car Care Plan Limited

Jubilee House

5 Mid Point Business Park

Thornbury

West Yorkshire BD3 7AG

England.

Or email: CCPH_DPA@carcareplan.co.uk.

NOTES



Defender Extended Warranty Administration
Jubilee House
5 Mid Point Business Park
Thornbury
West Yorkshire BD3 7AG