# EXTENDED WARRANTIES POLICY HANDBOOK







### INTRODUCTION

Thank you for purchasing a Land Rover Extended or Land Rover 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 Land Rover Extended or Land Rover Select 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.

### **Extended Warranty includes:**

- Cover for Vehicles up to 10 years/100,000 miles at time of purchase.
- Mechanical or Electrical Failure Warranty.
- Unlimited claim liability up to the purchase price of the Vehicle in the aggregate.
- Cover for Consequential Failure.
- Unlimited mileage cover.
- MOT Insurance.

### Select Extended Warranty includes:

- Cover for Vehicles over three years old and up to 100,000 miles.
- Mechanical or Electrical Failure Warranty.
- £3,000 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.

## INTRODUCTION CONTINUED

### **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 Customer Services staff on **0344 573 8055**.

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

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

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## **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:
Land Rover Approved 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.

## **DEFINITIONS** CONTINUED

### **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 Land Rover Approved 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 customer.

### 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 Land Rover Approved 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.

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.

# HOW TO MAKE A WARRANTY CLAIM CONTINUED

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: Land Rover Approved 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 Land Rover Approved 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 LAND ROVER EXTENDED WARRANTY COVERS

Your Land Rover Extended Warranty covers Mechanical or Electrical Failure defects to factory-fitted components of the Vehicle (except those listed on page 11-13), and certain consequential failures as outlined below.

### Mechanical or Electrical Failure

Mechanical or Electrical Failure is the sudden and unexpected failure of a component which requires immediate repair or replacement. Wear and tear or normal deterioration is not covered.

### **Consequential Failure**

Should a mechanical or electrical component (covered under the terms of this Warranty) fail and as a consequence cause failure to a factory-fitted mechanical or electrical component on the Vehicle which is not normally covered under the terms of this Warranty, We will pay the costs of repair or replacement of such components.

Under the terms of this clause, We will not pay for consequential failure or damage to glass, paintwork, bodywork, trim, upholstery, cosmetic finishes, wheels, tyres, accessories and strikers and hinges.

Under the terms of this clause We will not pay for consequential failure as a result of fire or flood.

# WHAT LAND ROVER EXTENDED WARRANTY DOES NOT COVER

- Bodywork, body seals, cosmetic finishes, glass, paintwork, trim, upholstery or weather strips.
- Batteries.
- Bulbs and fuses.
- Deterioration such as discolouration, alteration or deforming of parts due to normal ageing.
- Electrical software updates or reprogramming, unless required due to the failure of a covered part.
- Exhaust systems including Diesel Particulate Filters (DPF), (catalytic converters are covered for internal failure only and not accidental damage, corrosion or damage resulting from the use of incorrect fuel).
- 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.
- Hinges and strikers.
- 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, factory fitted accessories and non-factory fitted components.
- Wheels, tyres and valves.
- Wheel balancing/alignment and adjustment, unless required as part of a component failure covered by the warranty.

# WHAT LAND ROVER EXTENDED WARRANTY DOES NOT COVER

Any component failure, damage or losses:

- to components not directly covered under the terms and conditions of this Warranty.
- which occur while the Vehicle is outside 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, accidental 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. This exclusion does not apply to exclude liability for death or bodily injury caused by Our negligence
- 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).

# WHAT LAND ROVER EXTENDED WARRANTY DOES NOT COVER

## Vehicles and Vehicle uses Your Extended Warranty does not cover

- Non-UK registered, 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 such as taxis or driving school vehicles.
- 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 the purchase price of the Vehicle.
- 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.

## WHAT YOUR LAND ROVER SELECT EXTENDED WARRANTY COVERS

Your Land Rover Select Extended Warranty is for Vehicles that are over three 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 19.

### **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).

# WHAT YOUR LAND ROVER SELECT EXTENDED WARRANTY COVERS

CONTINUED

### 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 System**

Failure of the following parts only: Engine coolant water pump, thermostat and engine coolant radiator 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.

# WHAT YOUR LAND ROVER SELECT EXTENDED WARRANTY COVERS

CONTINUED

### **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, 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, 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).

### **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 LAND ROVER 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, factory fitted accessories and non-factory-fitted components.
- Wheels, tyres and valves.
- Wheel balancing/alignment and adjustment, unless required as part of a component failure covered by the warranty.

# WHAT YOUR LAND ROVER SELECT EXTENDED WARRANTY DOES NOT COVER CONTINUED

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.

# WHAT YOUR LAND ROVER SELECT EXTENDED WARRANTY DOES NOT COVER CONTINUED

## Vehicles and Vehicle uses Your Select Extended Warranty does not cover

- Non-UK registered, 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 such as taxis or driving school vehicles.
- 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 £3,000 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 EXTENDED AND SELECT EXTENDED WARRANTIES

#### 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.

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 Land Rover Approved Warranty Administration on **0344 573 8055**.

### **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 35 and 36 and post to Land Rover Approved 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 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.
- 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 Land Rover parts must be used.
- 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 When You have Your Vehicle serviced, You are allowed 1,000 miles or one month either side of the specified service interval, in the event of a claim if the fault is deemed to have been as a result of lack of servicing or maintenance this Warranty and any associated insurances will not apply.
  - It is recommended that a Land Rover retailer completes the service, however where the service is completed by a non-Land Rover retailer it will need to meet the manufacturer's approved standards and You will need to be able to provide a fully itemised receipt.
- **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
- 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

need to advise Your motor insurer of these changes.

**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 Land Rover Approved Warranty Administration.
- 18. Administrators Land Rover Approved Warranty Administration is authorised by the Insurers to act as their agents in relation to this Warranty. They manage and administer all Land Rover Approved 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 Land Rover Approved 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 £30. 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 Land Rover Approved 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 Land Rover 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 Land Rover Approved 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:

 If the refund You are eligible for is in excess of the total outstanding instalment payments You owe Land Rover Approved 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 Land Rover Approved 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 Land Rover Approved 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 Land Rover Extended Warranty and MOT Test Insurance may only be granted to individuals residing, or corporate bodies registered, in the United Kingdom.

- **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

Land Rover 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 Land Rover 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 Land Rover 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.

## MOT TEST INSURANCE CONTINUED

### **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.

### MOT TEST INSURANCE CONTINUED

### 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 Land Rover Approved Claims Department.

Claims telephone number: 0344 573 8055.

**Important**: No repair should commence until the Land Rover Approved Claims Department gives authorisation.

All invoices should be made payable to Land Rover Approved Warranty Administration.

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

Land Rover Approved Warranty Administration Claims Department Jubilee House 5 Mid Point Business Park Thornbury West Yorkshire BD3 7AG.

**Note:** Claims invoices must be received by Land Rover Approved 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 CONTINUED

## 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.

# MOT TEST INSURANCE TERMS AND CONDITIONS CONTINUED

- 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 certify the Vehicle has been serviced according to the manufacturer's service recommendations.
New Owner's Details
Title Initials Surname
Address
Postcode
Telephone number
Vehicle Details
Registration number
Policy number
Mileage at date of transfer
Signature (former owner)

## WARRANTY TRANSFER REQUEST CONTINUED

### 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 the details in Part 1 are correct.
- 3. I understand that the Warranty will not be transferred to me until the Administrator tells me that it has accepted this request for transfer.
  - I will then take the place of the former owner as the Warranty Holder.
- 4. I accept that Warranty Term and Condition 19 no longer applies to this policy.

Signature (new owner) <sub>-</sub>	
Date	

### **Important**

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

Land Rover Approved 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 Customer Services Manager
Land Rover Approved 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.

You also have the right to ask the Financial Ombudsman Service to review Your case.

The right to apply to the Ombudsman must be exercised within six months of the date of Our final decision. For more information You can visit the Financial Ombudsman Service website www.financial-ombudsman.org.uk or write to:

The Financial Ombudsman Service

Exchange Tower London E14 9SR.

Phone: 0800 023 4567 or 0300 123 9123.

The above procedures are in addition to Your legal rights as a consumer.

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 further information, You can visit The Motor Ombudsman website at www.TheMotorOmbudsman.org or call their Information Line on 0345 241 3008.



## COMPLAINTS PROCEDURE

#### CONTINUED

### **Financial Services Compensation Scheme**

Motors Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the scheme if the Insurer is unable to meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim amount, without any upper limit.

For further information about the scheme (including the amounts covered and eligibility to claim) You can contact the FSCS helpline on 0800 678 1100 or 0207 741 4100, visit the website www.fscs.org.uk or write to Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY.

## PRIVACY AND DATA PROTECTION NOTICE

#### 1. Data Protection

Land Rover Approved Warranty Administration (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.

### 2. Use of Your Personal Data

The Data Controller may use the personal data it holds about You for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide You with information, products or services that You request from the Data Controller or which the Data Controller feels may interest You. The Data Controller will also use Your data to safeguard against fraud and money laundering and to meet the Data Controller's general legal or regulatory obligations.

#### 3. Disclosure of Your Personal Data

The Data Controller may disclose Your personal data to third parties involved in providing it with products or services, or to service providers who perform services on the Data Controller's behalf. These include group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

### 4. International Transfers of Data

The Data Controller may transfer Your personal data to destinations outside the European Economic Area ("EEA"). Where the Data Controller transfers Your personal data outside of the EEA, the Data Controller will ensure that it is treated securely and in accordance with the Legislation.

### 5. Your Rights

You have the right to ask the Data Controller not to process Your data for marketing purposes, to see a copy of the personal information held about You, to have Your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask for a copy of Your data to be provided to any controller and to lodge a complaint with the local data protection authority.

## PRIVACY AND DATA PROTECTION NOTICE CONTINUED

#### 6. 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 seven (7) 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.

If You have any questions concerning the Data Controller's use of Your personal data, please contact: The Data Protection Officer, Land Rover Approved Warranty Administration, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG, England.





Land Rover Approved Warranty Administration Jubilee House 5 Mid Point Business Park Thornbury West Yorkshire BD3 7AG