# CSMA Warranty Handbook



## **Certificate of Insurance**

This insurance is only valid when accompanied by a Registration Confirmation Letter which provides details of your vehicle and when the cover will begin and expire.

This is an agreement between the Warranty Holder named in the Registration Confirmation Letter attached and Motors Insurance Company Limited and is administered by Car Care Plan Limited. This certifies that, subject to the policy Terms and Conditions and payment of the appropriate premium, the insurer will pay the costs of repair and of additional benefits incurred by you as a result of the failure of any insured components occurring during the period and mileage shown on the Registration Confirmation Letter.

I have signed this policy on behalf of the insurer.

**Gary Whitelam** 

For Motors Insurance Company Limited Registered in England No. 2678367

#### **Important**

Your mechanical breakdown insurance policy is underwritten by Motors Insurance Company Limited (MICL) which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

## **Contents**

Certificate of Insurance 2
Introduction 4
Definitions 5
How to Claim 6
Warranty 5 – What Is Covered 7
Warranty 10 – What Is Covered 9
Additional Benefits 12
MOT Test Insurance 13
Terms and Conditions 15
Complaints and Arbitration 21
Transfer Request Form 23

### Introduction

Thank you for choosing our Car Care Plan car warranty, which has been specially designed for CSMA Club members to make sure you get the most from your motoring with minimum inconvenience. The car warranty is underwritten by Motors Insurance Company Limited, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG (herein after known as 'the insurer', 'we', 'us', 'our'). It is administered by the Car Care Plan Limited who act as an agent for Motors Insurance Company Ltd.

- As you would expect from a world-leading warranty specialist, you'll receive a first class service that's always reliable and handles claims quickly and efficiently.
- This booklet explains how the warranty works and the many benefits you now enjoy as a Car Care Plan car warranty holder. Always keep this booklet in your car, as you must present it to your servicing dealer before we will accept a claim for repairs.
- Please ensure that you read this booklet carefully and that you fully understand the terms and conditions relating to the warranty and in particular the vehicle servicing requirements.
- If you have any questions or if any of your details are incorrect, please contact Car Care Plan Warranty Administration on 0344 573 8021 (8:30am-5:30pm Monday-Friday, 9am-12:30pm on Saturdays).

- Your warranty is underwritten by Motors Insurance Company Limited (MICL). As a member of the ABI, MICL subscribes to a code of practice that ensures the fair treatment of policy holders. In the case of a dispute with the insurer the office of the Financial Ombudsman will conduct an independent review of your case.
- Your policy is further protected by the Financial Services Compensation Scheme (FSCS), which provides additional guarantees against insurer insolvency.

## **Important**

Please make a note of your policy number before posting your Policy Document in the event of any queries regarding your claim.

Where a monthly renewing policy has been selected, the policy will automatically renew each month when your premium is paid. Please see the terms and conditions – Policy Premium Payments and Policy Durations. The monthly renewing policy will run for a maximum of 12 months; beyond this, you will need to set up a new policy and we will let you know how to do this before your current product ends.

## **Definitions**

#### **Registration Confirmation Letter**

This is confirmation that the insurer has accepted your proposal. When you receive this booklet, please check that the Registration Confirmation Letter contains the correct details.

#### **Insurer**

Motors Insurance Company Ltd, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

#### **Administrator**

Car Care Plan Ltd, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

#### **Geographical Limit**

The United Kingdom which includes Great Britain, Northern Ireland, the Channel Islands and The Isle of Man. European Countries who are members of the European Union or EFTA (European Free Trade Association).

#### **Warranty Holder**

The person named on the Registration Confirmation Letter.

#### Vehicle

The motor vehicle referred to on the Registration Confirmation Letter.

#### **Period of Warranty**

The warranty period appears on the Registration Confirmation Letter.

### **Claims Procedure**

(For How to Claim on MOT Test Insurance, please refer to page 16)

#### How to Claim - Under Your Warranty

At Car Care Plan we aim to make the claims procedure as simple as possible.

#### Repairs in the UK

If you wish to make a claim under the terms of your warranty, please contact VAT-registered repairer to agree a suitable time for it to be inspected and repaired.

- Please take this booklet and the accompanying confirmation letter with you when delivering the vehicle to the repairer.
   The repairer will confirm whether it is still valid and will check your service record to verify that the vehicle has been properly maintained.
- 2. You should agree that you will pay the diagnostic costs and any repairs that are not covered by the warranty.
- 3. Having established that your claim is valid, the repairer will contact Car Care Plan Warranty Administration for authority to proceed. You may be asked to sign the repair invoice.
- 4. Car Care Plan Warranty Administration reserves the right to examine your vehicle and ask an expert to assess the damage before any repairs can begin.

If you need any further assistance relating to a claim, please contact Car Care Plan Warranty Administration Customer Services Department on **0344 573 8021**.

#### **Repairs Outside the UK**

If it is necessary for a repair on your vehicle to be completed in the European Union or EFTA you will not require prior authorisation from us.

- Take your vehicle to the nearest franchised dealer or a local repairer.
- 2. Give them your authority to complete the repairs.
- 3. Once the repairs have been completed, pay the costs and retain the invoice.
- 4. On your return to the UK, send your invoice (you may also be required to provide proof of servicing) with a covering letter to: Car Care Plan Warranty Administration, Claims Department, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

In the event that your claim is valid, Car Care Plan Warranty Administration will reimburse you in pounds sterling at the prevailing rate of exchange on the date the repair was completed. Please note that we may not pay the full cost of a repair which is completed overseas. The maximum we will pay for parts is the UK list price at the time of repair. The maximum for labour is the equivalent UK rate for labour charges.

If you need to make contact while you are abroad, please telephone 0044 1274 260 121.

## Warranty 5 - Details of Cover

Available for vehicles up to five years old/60,000 miles at policy start.

No claim limit – claims can be made up to the vehicle value in aggregate.

Car hire and vehicle recovery benefit included as standard as part of a valid claim.

#### What Is Covered

Almost all mechanical and electrical components on your vehicle, for mechanical and electrical breakdown, subject to the conditions detailed in this handbook and the maximum claim limit. There are some components, such as service items, which are not covered.

#### What's Not Covered

Whilst you have a high level of warranty cover available, there are certain items which this warranty specifically does not cover and this includes, but is not limited to, the following:

- Body components such as strikers, hinges or any component which may require adjustment from time to time.
- Body panels, paintwork or glass.
- · Interior trim including seat and seat belts.
- Recharging of the air conditioning unit (unless required as part of a valid repair).

- Renewal of brake components due to wear and tear or constant use of the brakes.
- Renewal of any clutch components due to wear, incorrect adjustment or misuse.
- The clearing of fuel lines, filters, throttle body and pumps and damage to components due to the use of incorrect or contaminated fuel.
- Airbags, wiring and connections, fuses, batteries, bulbs, LED illumination, exhaust systems (catalytic converters are covered), diesel particulate filter, wiper blades, wheel balancing and alignment, wheels, tyres and water ingress (including damage to covered parts caused by water).
- External oil leaks, lubricants, filter elements and any damage caused by frost or lack of anti-freeze, impact, accident or negligence.
- Non-factory fitted in-car entertainment components such as CD, DVD players and traffic management systems.
- Normal maintenance services, and the replacement of such items as, but not limited to, spark plugs and plug leads.
- · Weather strips and body seals.

## **Warranty 5 - Details of Cover (Continued)**

- Any damage or losses to components that are not directly covered within the terms of this warranty.
- Damage resulting from the failure of a timing belt which has not been replaced as per the manufacturer's recommendations (proof required).

Please note: Oil, oil filter, gaskets, anti-freeze and brake fluid required due to the failure of a covered component are covered.

#### **General Exclusions**

Regular maintenance, tuning/ adjustments, routine servicing, burnt out and carbonisation of valves and pistons, lacquering of valves, damage resulting from the use of incorrect or contaminated fuel, wiring looms, door and window seals.

#### **Maximum Claim Limit**

We will only pay up to the vehicle's market value during the period of cover. Claim liability is inclusive of VAT and we will not pay the VAT part of any claim if you are a VAT registered company or individual.

## Warranty 10- Details of Cover

## Available for vehicles up to 10 years old/100,000 miles at policy start.

£2000 claim limit (per claim) up to the vehicle value in aggregate.

Car hire and vehicle benefit included as standard as part of a valid claim.

#### What Is Covered

#### **ABS Braking System**

ABS pump and electronic control unit.

#### **Air Conditioning/ Climate Control**

Compressor, condenser, evaporator and expansion valve.

#### **Ancillary Electrics**

Electric window motors, sun roof motors, central locking system and computers.

#### **Brakes**

Brake servo, master cylinder, calipers and wheel cylinders.

#### **Casings**

Any casings which are damaged as a result of a covered component failure.

#### Clutch

Clutch plate, clutch cover, clutch fork and pivot, thrust bearing, slave cylinder, master cylinder, including failure due to oil contamination.

#### **Cooling system**

Water pump, radiator, thermostat and thermostat housing.

#### **Differential and Drive Line**

Differential, crown wheel and pinion, half shafts, external drive shafts, universal joints, wheel bearings and C/V joints.

#### **Electrics**

Starter motor, alternator, electronic ignition, ECU units, cooling fan motor, distributor, coil and manufacturer fitted alarm systems.

#### **Engine**

Starter ring gear, flywheel, oil pump, crankshaft and bearings, timing gears and chains, camshaft, cam followers, tappet gear, valves and guides, pistons and rings, cylinder bores, con rods, cylinder head and cylinder head gasket.

#### **Fuel system**

Fuel pump, tank sender unit, gauge and electrical components.

#### **Propshaft**

Including universal joints, bearings and mountings.

#### **Steering**

Hydraulic/electric assisted steering pump, rack and motor, pressure pipes, reservoir and steering box.

# Warranty 10- Details of Cover (Continued)

#### Suspension

Coil springs, wishbones, ball joints, hydrolastic displacer units, suspension arms, anti-roll bars and torsion bars.

#### Gearbox (manual and auto)

Internal gearbox components, oil cooler, overdrive unit, transfer box and torque converter.

#### **Turbo**

Turbo unit and waste gate assembly.

#### What's Not Covered

- Body components such as strikers, hinges or any component which may require adjustment from time to time.
- Body panels, paintwork or glass.
- Interior trim including seat and seat belts.
- Recharging of the air conditioning unit (unless required as part of a valid repair).
- Renewal of brake components due to wear and tear or constant use of the brakes.
- Renewal of any clutch components due to wear, incorrect adjustment or misuse.

- The clearing of fuel lines, filters, throttle body and pumps and damage to components due to the use of incorrect or contaminated fuel.
- Airbags, wiring and connections, fuses, batteries, bulbs, LED illumination, exhaust systems (catalytic converters are covered), diesel particulate filter, wiper blades, wheel balancing and alignment, wheels, tyres and water ingress (including damage to covered parts caused by water).
- External oil leaks, lubricants, filter elements and any damage caused by frost or lack of anti-freeze, impact, accident or negligence.
- Non-factory fitted in-car entertainment components such as CD, DVD players and traffic management systems.
- Normal maintenance services, and the replacement of such items as, but not limited to, spark plugs and plug leads.
- Weather strips and body seals.
- Any damage or losses to components that are not directly covered within the terms of this warranty.
- Burnt out, sticking or pitted valves.

 Damage resulting from the failure of a timing belt which has not been replaced as per the manufacturer's recommendations (proof required).

Please note: Oil, oil filter, gaskets, anti-freeze and brake fluid required due to the failure of a covered component are covered.

#### **General Exclusions**

Regular maintenance, tuning/ adjustments, routine servicing, burnt out and carbonisation of valves and pistons, lacquering of valves, damage resulting from the use of incorrect or contaminated fuel, window regulators, wiring looms, door and window seals.

#### **Maximum Claim Limit**

We will only pay up to the vehicle value during the period of cover. Claim liability is inclusive of VAT and we will not pay the VAT part of any claim if you are a VAT registered company or individual.

## **Additional Benefits**

#### **Using Your Car Abroad**

The insurance is valid anywhere in the UK, which includes Great Britain, Northern Ireland, the Channel Islands and the Isle of Man. The insurance will cover your car while it is outside the United Kingdom for up to a total of 60 days in each period of insurance as long as you accept the following:

- 1. The repair must be carried out in Europe which means countries who are members of the EU or EFTA (European Free Trade Association).
- 2. We will not pay more than the equivalent United Kingdom rate for labour charges and manufacturer's list prices for parts at the date of your claim.
- 3. In Europe, you can authorise repair work yourself and claim the cost back from us as long as you have a receipt.
- 4. We will pay you in pounds sterling at the rate of exchange for the relevant currency at the time of failure.

#### **Car Replacement**

If you have a valid claim, we will pay up to £35 a day, including VAT but not including fuel or insurance, towards the cost of a replacement car. You are responsible for the first 24 hours that you cannot use your own car. After this period, we will pay for a replacement for up to seven days. You must get phone approval directly from us before you use this service. The hire period does not include delays while you wait for parts to arrive or for repairs to start or continue. The most we will pay for car replacement arising from each valid claim is £245, including VAT.

#### **Vehicle Recovery**

If you have a valid claim, we will pay up to £70 including VAT but not including any tolls or ferry charges, towards the cost of towing your immobilised vehicle to an authorised repairer.

The contribution towards towing costs must be claimed in conjunction with production of a VAT receipt and cannot be claimed following service from an existing roadside assistance policy.

#### Transfer of Insurance to a New Vehicle Owner

If you sell your vehicle during the period of the warranty, you may transfer the benefits to the new vehicle owner, provided that the vehicle is sold privately and not through a dealer, trader or auction. The transfer will be subject to a £20 administration fee. Please Note: Monthly renewing policies can only be transferred provided any balance of monies owed has been paid in full.

The transfer will be subject to our approval and the fee will be returned in the event of non-acceptance. To transfer the warranty, complete parts 1 and 2 of the Transfer Request Form on page 23 of this booklet. Then post this complete booklet within seven days of the vehicle being sold, together with a cheque for £20, to: Car Care Plan Warranty Administration, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

Please see Transfer Form on page 23

## **MOT Test Insurance - Details of Cover**

This MOT Test Insurance is only applicable if you have purchased this additional cover with your Car Care Plan Car Warranty. It is valid for the period of 12 months of your warranty and is limited to one MOT Test Insurance claim during the period of cover, and only the first MOT test after the start of your warranty.

The vehicle must also have at least three months MOT remaining at the time of purchase of the warranty. This MOT Test Insurance covers the cost of repair and/or

replacement of specified parts listed below which are cited in a notification of refusal to issue an MOT certificate (form VT30 – not required in Northern Ireland).

#### **MOT Test Insurance**

- Available for vehicles up to 10 years old/100,000 miles at policy start
- £350 claim limit (including VAT)

#### What Is Covered

#### Lamps, Reflectors and Electrical Equipment

Lamps (including Xenon, HID, LED), reflectors, indicators, bulbs, headlamp levelling and cleaning devices (when fitted for HID or LED headlamps) and tyre pressure monitoring systems (TPMS) are covered for failure due to: Breakage, discolouration, 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, CV joints and boots, shock absorbers, road springs, wishbones, anti-roll bar links, swivel joints, mountings, 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, 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.

## MOT Test Insurance - Details of Cover (Continued)

#### **Body, Structure and General Items**

Vehicle structure is covered for corrosion. Failure due to accident damage is specifically excluded. Engine mountings for excessive movement/insecure/fractured or damaged.

#### **Fuel and Emissions**

Throttle body, airflow meter, lambda sensor, EGR valve, catalytic convertor, fuel injection ECU and DPF sensors are covered for failure to meet MOT exhaust gas emission standards. Warning lights, fuel leaks, tuning and adjustments are not covered. Any damage caused by contaminated fuel and/or inappropriate fuel is specifically excluded.

#### **Drivers View of the Road**

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

#### What's Not Covered

- · Accidental or malicious damage
- Neglect or wear and tear reported during the Vehicle's previous service
- Actual tuning or adjustments to the fuel system
- Windscreen, tyres, wheels, exhaust systems, catalytic convertors
- The cost of MOT test, re-test and repairs not completed within 30 days of issue of the MOT Test Certificate Report VT30.

#### **Territorial limits**

Cover under this MOT Test Insurance may only be granted to individuals residing, or corporate bodies registered in the United Kingdom. This MOT Test Insurance does not become effective until your application form and payment is received by Car Care Plan Warranty Administration, on behalf of the insurer, and a Registration Confirmation Letter has been issued.

## MOT Test Insurance-Terms and Conditions

Please carefully read the following terms and conditions:

- The MOT Test 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 the charges if such dismantling proves that the failure is not covered by the MOT Test Insurance. On behalf of the insurer, Car Care Plan reserves the right to subject the failed parts to expert assessment. We reserve the right to provide replacement parts and to carry out repairs under this policy or to arrange for their provision by other persons.
- The MOT Test Insurance will not cover any component covered by any other existing warranties or insurances.
- If any claim is fraudulent in any respect, all benefits under this insurance will be forfeited.
- The reimbursement for any claim under this MOT Test Insurance shall not exceed the manufacturer's list prices for parts and labour costs.

- The insurer shall not be liable for any statement or representation, written or verbal (by whomsoever made), which contradicts the terms and conditions in this MOT Test Insurance, unless such statement or representation is supported by the insurer, or on its behalf, the Administrator in writing.
- All claims must be supported by a VAT receipted invoice from your repairing dealer.
- Vehicle Service Schedule The vehicle must be serviced in accordance with the Manufacturer's service schedule and failure to do so may invalidate your claim. If you don't follow the manufacturer's service schedules, this MOT Test Insurance may not apply. When you have the vehicle serviced, you are allowed 500 miles either side of the service mileage or 4 weeks either side of the time period given, whichever comes first.

It is important that you retain your service receipts as they may be required to validate any claim you make.

This MOT Test Insurance does not cover accidental or malicious damage or neglect.

## **MOT Test Insurance- How to Claim**

#### Simply take your vehicle to your nearest VAT registered repairer and hand over:

- 1. This booklet.
- 2. Proof of servicing, if applicable.
- 3. The previous valid MOT Certificate (if applicable) and the notification of refusal to issue an MOT Certificate (VT30) citing the reasons for failure, unless in Northern Ireland.
- 4. The repairer will then take responsibility for establishing 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.
- 5. The repairer is responsible for obtaining prior authorisation from Car Care Plan's Claims Department who will administer your claim on behalf of the insurer. Claims telephone number: **0344 573 8021**.
- 6. No repairs are to be commenced until authorisation is given.
- 7. When, and if, the vehicle is granted an MOT Certificate (VT20) the repairer must forward a copy of:
- Repair invoice (signed by you);
- Old MOT Test Certificate;
- The 'notification of refusal to issue and MOT Certificate' (VT30), unless in Northern Ireland.

On behalf of the insurer, Car Care Plan reserves the right to examine any vehicle and subject the parts being repaired to expert assessment before the commencement of any repairs. It shall be clearly understood and agreed that in the event of any dispute arising as to the extent of the liability, the decision of the assessor shall be final and binding on both the insurer and warranty holder.

## **CSMA Warranty Terms and Conditions**

The conditions of Car Care Plan Car Warranty are set out below. This insurance is only valid if you agree to these conditions. Please take time to read them.

- 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 VAT registered
  garage must carry out all servicing. Services must be carried
  out within 500 miles/ 4 weeks of the intervals specified by the
  vehicle manufacturer, whichever comes first.
- 2. **Warranty Holder.** The warranty holder is the only person who is entitled to make a claim under this warranty.
- Vehicle. Any claim under this warranty must relate to the vehicle described in the Registration Confirmation Letter.
- 4. 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. Where a monthly renewing policy has been selected, the policy will automatically renew each month when your premium is paid. Please see the terms and conditions – Policy Premium Payments and Policy Durations. 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.
- Authorisation. No repairs are to be commenced until authorised by our Administrator, unless covered by the overseas cover, which may be authorised by the warranty holder.

- 6. Payment for Repairs. When a VAT-registered repairer undertakes a repair, they must obtain prior authorisation from our Administrator and, where possible, should invoice us the cost of the repair. In certain circumstances you will be required to pay the repairer on completion of work and may then reclaim the cost from us.
- 7. **List Prices.** This warranty does not cover costs that are more than the Manufacturer's UK retail prices for parts and warranty labour rates that are necessary to repair any failed parts.
- 8. Invoices to Support Claims. With every claim you make you must provide a VAT-receipted invoice from a garage, repairer or bona fide vehicle hire company.
- 9. Inspection of Vehicle and Parts. We reserve 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.
- 10. Repair/Replacement of Parts. The insurer's obligations under this warranty are limited to repairing or replacing (at its discretion) any part(s) which prove to be defective. We reserve the right to provide replacement parts and to carry out repairs under this policy or to arrange for their provision by other persons.
- 11. **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.

# CSMA Warranty Terms and Conditions (Continued)

- 12. 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.
- 13. Servicing and Service Records. If you do not follow the Manufacturer's service schedules, this warranty may not apply. Servicing receipts must be retained as we may need to check the service record in the event of a claim.
- 14. Modifications. In the event that a modification, which was not approved by us, contributes to a fault, we reserve the right to reject any claim you may wish to make in relation to that fault.
- 15. Exclusions. This warranty does not cover any of the following:

  a) Any loss, damage or failure, which is said by a qualified engineer appointed by the insurer to have existed before the start of this warranty.
  - b) Any loss where the speedometer or odometer has been interfered with, altered or disconnected.
  - c) Excluded vehicles. All vehicles over 3500cc, American imports, kit cars and vehicles with more than 350bhp. Vehicles used for hire and reward (e.g. taxis, self-drive hire, driving schools, etc) or used for motorsport, including track days, performance testing, racing or rallying. Commercial vehicles over 3.5 tonnes GVW, military, police, ambulance and fire service vehicles.
  - d) Any 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 a claim under this warranty.

- e) Anything caused directly or indirectly by war, riot, revolution or any similar event or by vandalism, theft or attempted theft of or from the vehicle.
- f) Any damage which is due to any type of accident or any act or omission that is negligent or against the law.
- g) The gradual reduction on operating performance (wear and tear) linked to the age of the car and/or the number of miles it has done.
- h) Any car owned by a garage, motor trader or similar company.
- i) Any damage to covered components caused by the use of contaminated or incorrect fuel.
- j) Diagnostic time of any type.
- 16. False Claims. If you make a false claim, your warranty will be cancelled and you will forfeit all benefits. No refund will be made in such cases.
- 17. Other Warranties and Insurance. If your claim is also covered by any other warranty, the insurer will only pay its share of the claim.
- 18. Legal Proceedings. If a claim is accepted the insurer shall be entitled on the occasion of any loss to undertake in the name and on behalf of the warranty holder, the absolute conduct, control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit, but in the name of the warranty holder, recover compensation or

secure indemnity from any third party in respect of anything which is accepted by the insurer as being covered under the warranty.

If the insurer accepts your claim but cannot agree on the settlement amount, it will refer the matter to an independent arbitrator for a decision. Any dispute over this warranty will be settled under English Law.

- 19. Administrators. Car Care Plan Ltd is authorised by the insurer to act as our agent in relation to this warranty. They manage and administer all issues relating to the Car Care Plan Warranty.
  - All claims and correspondence should be submitted to them at the following address: Car Care Plan Warranty Administration, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.
- 20. Cancellations. You have the right to cancel this policy within 14 days of receiving the product handbook, without giving any reason. Should you wish to cancel within 14 days, please contact the administrator on 0344 573 8021 for a full refund. If your policy is cancelled after the expiry of the 14 day period, you are entitled to a pro rata refund based on the number of whole months remaining subject to the deduction of a cancellation fee of £35. Requests can be made by contacting the administrator on 0344 573 8021 or in writing to: CSMA Warranty Administration, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

There will be no refund entitlement under the following circumstances:

In the last 30 days of cover

- · If you have made a claim
- Where the warranty has been transferred from the original purchaser.
  - Please allow up to 28 days for your cancellation and refund to be processed. Under no circumstances will a refund be given if a claim has been paid.
- Geographical Limits. Cover may only be granted to individuals residing, or bodies corporate registered, in the United Kingdom.
- 22. Policy Premium Payments & Policy Durations Cover is available on a monthly renewing basis with 10 monthly payments or as an annual policy with a single upfront payment.

Annual Policy. You must pay over the full annual premium to Car Care Plan Warranty Administration prior to the commencement date in order to receive any cover under your policy. If you have purchased an annual policy and have paid the premium when due, your Car Care Plan Warranty will last for 12 months or until it expires on mileage whichever the sooner

Monthly Renewing Policy. The cover levels provided by a monthly renewing policy are identical to those of an annual policy. You must pay the premium every month on or before the date when it is due for the coming month. Should you fail to pay a premium when it is due, all cover will cease immediately from that date. Your policy has a minimum term of 12 months and we reserve the right to vary your monthly premium at any time by providing you 30 days notice in writing to the last address you provided us with.

# CSMA Warranty Terms and Conditions (Continued)

We will write to you:

- i) if one of your monthly payments is not paid;
- ii) before the end of the initial 12 month period, to allow you to decide whether to continue with the cover\*:
- iii) if there are any changes to your monthly premium or cover level.

**Please Note:** We will not automatically renew your cover after the initial 12 month period. We will write to you at the last address you provided to give details of how to continue your cover.\*

\* Continuation of cover may be subject to certain vehicle eligibility criteria.

If the vehicle to be insured meets any of the following criteria, you will have to pay an additional premium:

All vehicles over 2500cc, 4x4 vehicles (including AWD and quattro models), motorhomes and vehicles with more than 200bhp.

## **Compliants and Arbitration**

If you need further help or advice.

We hope that you will be pleased with the service we provide.

In the unlikely event of a complaint, you should contact the administrator in the first instance on **0344 573 8021**, or in writing to: The Customer Services Manager, Car Care Plan Warranty Administration, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG, or email complaints@carcareplan.co.uk.

If you remain dissatisfied, please contact the insurer directly by writing to: The Insurance Manager, Motors Insurance Company Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

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.financialombudsman.org.uk or write to:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone: **0800 023 4567**. Mobile: **0300 123 9123**.

This product conforms to the Motor Industry Code of Practice for Vehicle Warranty Products. For more information on the Code and what it means for you please visit www.motorcodes.co.uk.



#### **Compensation Scheme**

Motors Insurance Company Limited is covered by the Financial Service Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we are unable to meet our 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) please refer to the FSCS website www.FSCS.org.uk or call **0800 678 1100** or **0207 741 4100.** 

## **Compliants and Arbitration (Continued)**

#### **Data Protection Authorisation Statement**

In processing and managing this agreement, the Administrator will collect, transfer and store the information you have provided in their secure servers based in the United States of America. The Administrator has taken measures to ensure that there is an adequate equivalent level of protection of your information in the U.S.A. in accordance with legislation in the United Kingdom.

In compliance with the Data Protection Act 1998, you are entitled to ask us to amend our records about you if they are not correct, and you may request a copy of the information we hold about you by applying to us in writing addressed to: Compliance Officer, Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG or by emailing CCPH\_DPA@carcareplan.co.uk. We may charge you the statutory fee of £10 for this service.

Please note that in order to maintain the highest standards of consumer service and for staff training purposes, telephone calls may be monitored and/or recorded.

## **Transfer Request Form**

Part 1	Vehicle Details:
The former owner must fill in this section. I sold my car privately on:  Date:	Registration Number:
	Chassis Number (VIN):
I want to transfer this insurance to the new owner.	Current Mileage:
New Owner Details:	
Title: Mr/Mrs/Miss/Ms/other.	Current Owner Declaration:
Initials:	I (name)
Surname:	
House name/number:	
Street:	Send it to:
Town:	Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG
County:	
Postcode:	Important
Tel. Work:	We should receive this booklet within seven days of the vehicle being sold privately.
Tel Home:	•



## **CSMA Warranty Club Administration**

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