

Marshall

Renewal/Extended Warranty



Crystal Mark for wording only

Welcome

Welcome

Marshall Motor Group are one of the UK's largest motor dealer groups, representing a wide range of new-vehicle franchises.

As a part of **Marshall Motor Group's** commitment to their customers, they have designed a comprehensive range of products and services to help **you** avoid any unexpected motoring costs in the future. These products include Marshall Renewal/Extended Warranty, Marshall Assist roadside assistance and breakdown recovery, and MOT Test Insurance.

You can find contact details for all Marshall dealerships at www.marshall.co.uk.

Note: Please keep this document and your validation certificate somewhere safe at all times.

As part of our commitment to make this document as easy to understand as possible, we have worked with Plain English Campaign to achieve a Crystal Mark for the wording



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General information

Your questions answered

Where should I keep my document?

Always keep this policy document, and **your** Marshall **validation certificate**, somewhere safe. **You** never know when **you** might need it.

When is my service due?

The **vehicle** must be serviced, in line with the terms set out on page 11, by a VAT-registered repairer or at any Marshall dealership.

What should I do if my vehicle breaks down?

If **your vehicle** breaks down, contact **our** customer support line on 0344 573 8005. If **you** need help at the roadside, either because of a breakdown or an accident, please ring Marshall Assist on 0344 573 8061.

What if I break down and want to use my local repairer?

We recommend that **you** have **your vehicle** repaired at the dealership that supplied it or at another Marshall dealership. This will mean that **we** can settle the cost of **your** repairs direct, without the need for another repairer to send their invoice to the claims **administrator**.

However, if **you** would prefer to use **your** local repairer, **you** must make sure that they follow **our** claims procedure as set out on page 16 and send their invoice, with any documents **we** ask **you** for to support **your**

claim, to the **administrator** at the following address. (They must give the claim number **we** give them.)

Car Care Plan Limited
Jubilee House
5 Mid Point Business Park
Thornbury
West Yorkshire BD3 7AG.

Can I transfer my Marshall Renewal/Extended Warranty, Marshall Assist and MOT Test Insurance to a new owner?

If **you** sell **your vehicle** during the period of **your** warranty, **you** can transfer the benefits of the Marshall Renewal/Extended Warranty, Marshall Assist and MOT Test Insurance to the new owner, as long as:

- **you** sell the **vehicle** privately and not through a garage, motor trader, auction or similar company; and
- **we** agree to the transfer.

You will have to pay a £25 administration fee. If **we** don't agree to the transfer, **we** will return the administration fee.

See page 33 for the transfer form.

Contractual agreements

This policy wording is a legally binding contract of insurance between **you** and **us** (Motors Insurance Company Limited).

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority (registration number 202875). **You** can check this 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 (the **administrator**), who are authorised and regulated by the Financial Conduct Authority.

Please make sure **you** fully understand the terms and conditions relating to the warranty and any other services **you** have chosen.

When **you** receive **your validation certificate**, please check that it contains the correct details and tell **us** immediately if there are any mistakes.

Claims phone numbers
Please read the pages listed below before phoning.

Mechanical Breakdown Warranty

0344 573 8005 page 11

Marshall Assist

0344 573 8061 page 19

MOT Test Insurance

0344 573 8005 page 24

Warranty and MOT Test Insurance definitions

Certain words have a special meaning and these words are defined below. To help make this document easy to understand, wherever they appear **we** have highlighted them in bold.

Administrator – Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

Insurance – this Marshall Renewal/Extended Warranty, which **we** provide to **you** under the terms, exceptions and conditions set out in this warranty document and the **validation certificate**.

Mechanical or electrical breakdown – the failure of a **vehicle** part, causing it to suddenly stop working, for a reason other than wear and tear, normal deterioration or negligence.

Validation certificate – the document confirming the details of **your** warranty, roadside assistance and recovery service, and MOT Test Insurance.

Vehicle – the **vehicle** identified on the **validation certificate**. The **vehicle** must be under ten years old and have covered less than 100,000 miles at the start of the warranty.

Warranty holder, you, your, yourself – the person named on the **validation certificate**.

Warranty period – the period **you** are covered for, as shown in the **validation certificate**.

We, us, our – Motors Insurance Company Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG. We provide this insurance.

Marshall Renewal/Extended Warranty – parts covered

Important

Please read the following information carefully. **You** will not be covered by this **insurance** until:

- **you** have paid the correct premium to us or the administrator; and
- the **administrator** has sent **you** a **validation certificate**.

Cover under this **insurance** is only available to people living in, and companies registered in, the United Kingdom.

Our liability

The most **we** will pay for each claim is shown on the **validation certificate**. The amount shown will include VAT and the cost of recovering the **vehicle** or vehicle-hire charges (or both). If **you** make more than one claim during the **warranty period**, the most **we** will pay in total for all claims is the market value of the insured **vehicle**.

We will not pay the VAT part of any claim if **you** are registered for VAT. If **your** claim is valid, **we** will pay any charges involved in diagnosing the fault, up to £75 per claim (including VAT) or one hour of labour, whichever is lower.

Marshall Renewal/Extended Warranty covers almost all mechanical and electrical parts of the covered **vehicle** against **mechanical and electrical breakdown**. It also covers the cost of labour needed to fit or repair the parts.

Mechanical or **electrical breakdown** is the failure of a **vehicle** part, causing it to suddenly stop working, for a reason other than wear and tear, normal deterioration or negligence. Damage caused by the **vehicle** overheating is not considered a **mechanical or electrical breakdown** under the terms of the warranty.

You are covered only for the parts described in this document. **Your** warranty does not cover more than the manufacturer's list price for parts.

There is no restriction to the number of claims **you** can make, but the combined total of all **your** claims cannot be more than the value of the **vehicle** at the time **you** bought it.

Repairs must not start before the administrator has approved them.

Marshall Renewal/Extended Warranty – parts covered (continued)

What is covered

- Covers most major mechanical and electrical parts against breakdown or failure.
- Protects against the costs of replacing parts and the labour to fit them.
- No limit to the number of repairs **you** can claim for, up to a total of the original purchase price of the **vehicle**.
- Provides a replacement vehicle while warranty repairs take place
- Up to 60 days' warranty cover while the **vehicle** is in the EU or the EFTA (European Free Trade Association).
- Warranty available for up to 12 months.
- The warranty can be transferred to the new owner if the **vehicle** is sold privately.
- For vehicles under 10 years old or up to 100,000 miles when bought.

What is not covered

This warranty does not cover the following.

- Body parts such as strikers, hinges or any part which may need adjusting from time to time
- Body panels, paintwork or glass
- Interior trim, seats and seat belts
- Recharging the air-conditioning unit (unless this is needed as part of a covered repair)
- Replacing brake parts due to wear and tear or overuse of the brakes
- Renewing any clutch parts due to wear, incorrect adjustment or misuse
- Clearing fuel lines, filters, throttle body and pumps and repairing damage caused by using incorrect or contaminated fuel
- Replacing batteries (see note on the next page), bulbs and wiper blades, balancing and aligning wheels, replacing or repairing wheels and tyres
- Repairs that are needed as a result of damage to the **vehicle**, or parts of the **vehicle**, caused by water
- Any damage caused by frost or lack of anti-freeze, an accident or negligence
- Radios, cassette players, CD players or any other in-car parts not fitted by the manufacturer

Marshall Renewal/Extended Warranty – parts covered (continued)

- Exhaust failures that are not due to sudden or unforeseen faults to any weld or joint, modifications, parts added after **you** bought the **vehicle** or parts not fitted by the manufacturer, accidental damage caused by speed bumps or kerbs, or any type of wear and tear or corrosion
- Normal maintenance, servicing and replacing items such as spark plugs and plug leads
- Weather strips and body seals
- Any damage to or loss of parts that are not directly covered under this warranty
- Burnt-out, sticking or pitted valves
- Damage resulting from the failure of a timing belt which has not been replaced in line with the manufacturer's recommendations (We will only cover this damage if you can provide proof that the timing belt has been replaced in line with the manufacturer's service schedule)

Note: This only applies to vehicles with petrol or diesel engines. For hybrid and electric vehicles, please see page 8.

Please note that oil, oil filters, gaskets, anti-freeze and brake fluid required due to the failure of a covered component are covered as part of a valid claim.

Exhausts and catalytic converters

Exhaust systems are covered for the sudden or unforeseen failure of any weld or joint. This warranty does not cover modifications (other than those fitted by the manufacturer), or accidental damage caused by speed humps or kerbs and any type of corrosion.

Catalytic converters are covered as follows.

This warranty will cover the cost of replacing the **vehicle's** catalytic converter (or converters), if the **vehicle** fails to meet the relevant in-service exhaust emissions standard following a test of its exhaust gas, and:

- the catalytic converter (or converters) is no longer serviceable;
- **you** send the results of the failed test to **our** claims department when **you** ask the **administrator** to authorise the repair; and
- after the catalytic converter (or converters) is replaced, **you** send a results print-out from a successful test to **our** claims department with the repair invoice.

This benefit does not cover the cost of replacing the catalytic converter (or converters) if the failure is due to a collision, accidental damage or the wrong fuel being used in the **vehicle**.

Marshall Renewal/Extended Warranty – parts covered (continued)

We understand that the changing technology within motor vehicles can seem complex and confusing. **We** are committed to making sure that all of **our** customers feel comfortable with their **vehicle** warranties and are confident that **we** understand the changing technology and, most importantly, reflect that in **our** products. **We** are pleased to confirm that if **your vehicle** is fitted with any of the following parts, they are covered by **your** warranty.

Electric vehicles

We have added this section to cover the parts that are unique to plug-in hybrids, self-charging hybrids and full electric vehicles. As well as the high level of cover listed throughout this warranty document, there are a number of unique parts in **your vehicle** that relate to the electric power, and some of the extra items covered under this warranty are listed below. These items may or may not be fitted to **your vehicle**, depending on the type of electric drive **you** have chosen (for example, full electric, hybrid or self-charging hybrid).

DC/DC converter – This device converts higher-voltage DC power from the traction battery pack to the lower-voltage DC power needed to run **your vehicle's** accessories and recharge the auxiliary battery.

Electric traction motor – Using power from the traction battery pack, this motor drives the vehicle's wheels. Some vehicles use motor generators that both drive the wheels and charge the battery.

Onboard charger – This device takes the incoming AC electricity supplied from the charge port and converts it to DC power for charging the traction battery. It also communicates with the charging equipment and monitors battery characteristics such as voltage, current, temperature and the level of charge while charging the pack.

Power electronics controller – This unit manages the flow of electrical energy provided by the traction battery, controlling the speed of the electric traction motor and the torque that it produces.

Thermal system (cooling) – This system maintains the proper operating temperature range of the engine, electric motor, power electronics, and other parts.



Marshall Renewal/Extended Warranty – parts covered (continued)

Battery (all-electric auxiliary) – In an electric-drive vehicle, the auxiliary battery provides electricity to power the **vehicle's** accessories.

Traction battery pack – This pack stores electricity for the electric traction motor.

Transmission (electric) – The transmission transfers mechanical power from the electric traction motor to drive the wheels.

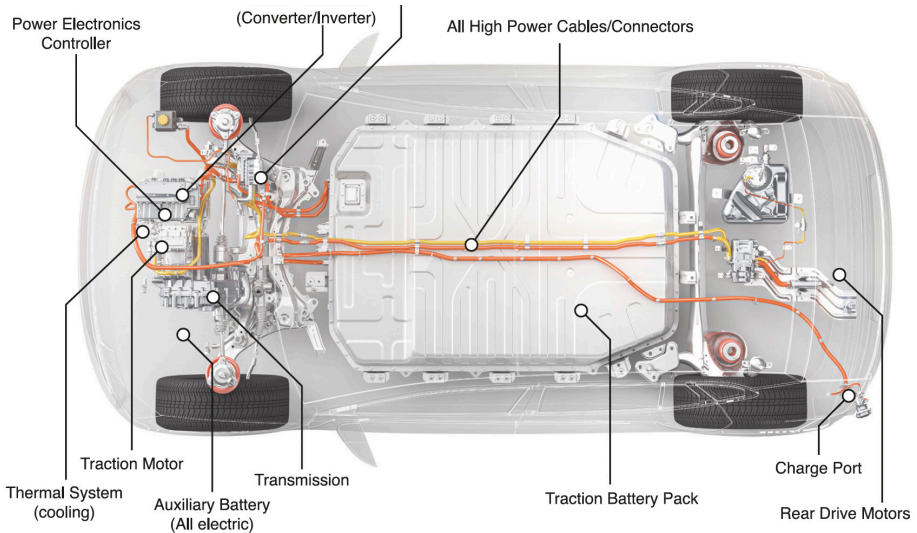
Electric generator – This generates electricity from the wheels while braking, transferring that energy back to the traction battery pack. Some vehicles use motor generators that both drive the wheels and charge the battery.

Charge port – The charge port allows the **vehicle** to connect to an external power supply in order to charge the traction battery pack.

Battery range anxiety (full electric vehicles only)

If **your** electric vehicle runs out of charge, **we** will take **your vehicle, you** and up to five passengers to either the nearest charge point, **your** home address or **your** planned destination, whichever is nearer.

Please note, There is a limit of two call-outs throughout each yearly warranty period.



Marshall Renewal/Extended Warranty – parts covered (continued)

Terms and exclusions for electric vehicles

Traction battery pack:

A traction battery pack is made up of several battery modules that are mounted together in a frame. Each module is made of many cells mounted together.

The batteries in an electric vehicle undergo cycles of 'discharge' (the use of stored electrical energy when the vehicle is being driven) and 'charge' (when the vehicle is plugged in). Repeating this process over time affects the amount of charge the battery can hold. This decreases the range and time needed between each journey to charge.

While the manufacturer's warranty for the electric **vehicle** battery is in place, that will take precedence over this warranty if **you** need to claim for a sudden and unexpected failure.

Charging and discharging a battery will cause gradual deterioration of the battery over time. This warranty covers the main **vehicle** battery for sudden and unexpected failure to hold its charge effectively. Gradual battery deterioration is not covered by this warranty.

The **administrator** will decide the measurement method used to work out battery capacity, and whether to replace, repair or provide reconditioned or re-manufactured parts.

Charge port:

External charging system parts, including the charge connector and cable, home charging dock and fast-charging port, photoelectric cells, mechanical or electrical failure caused by not maintaining or using the battery correctly, or parts failing as a result of being overloaded, power surges or abnormal use.

Vehicles with leased batteries:

Some makes of vehicle have a separate battery agreement that means the battery is supplied and maintained under a non-ownership 'battery lease' agreement which covers the cost of repairing or replacing the battery. If **you** have one of these agreements in place, the traction battery pack is not covered.

Manufacturer guarantee on traction battery

This warranty does not cover **your** traction battery while it is still under the manufacturer's guarantee. Cover under this warranty will not start until the manufacturer's guarantee ends.

Warranty terms and conditions

Warranty conditions

The conditions of this warranty are set out below. Please take time to read them.

We will only cover repairs if **you** agree to these conditions.

- 1 It is **your** responsibility to decide whether to authorise a repairer to dismantle **your vehicle** or any covered part. The **administrator** will only accept the cost of dismantling if it is part of an authorised warranty repair.
- 2 The **administrator** is not liable for any statement, assurance or opinion which contradicts the conditions of this warranty unless they have agreed to this in writing.
- 3 If Marshall Motor Group do not carry out the warranty repair, **we** will not pay more than the manufacturer's list prices for parts. For parts which can only be bought from outside the UK, **we** will pay the UK price of an equivalent part. For labour costs that are needed to repair those parts, **we** will pay the repairer's warranty labour rate and actual repair times will be limited to those in the latest *Glass's Guide* ICME manual or the manufacturer's recommended repair times. With every claim **you** make, **you** must provide a VAT receipt from the repairer authorised to carry out the repair.
- 4 If **you** do not have the **vehicle** serviced in line with the manufacturer's service schedules or maintain the **vehicle** as recommended by the manufacturer, this warranty will not apply to any fault that results from this. When **you** have **your vehicle** serviced, **you** are allowed 500 miles either side of the service mileage or four weeks either side of the time period given, whichever comes first. It is important that **you** keep **your** service receipts as they may be needed to validate any claim **you** make. Please note that if **you** do not have **your vehicle** serviced at a Marshall dealership, it must be serviced by a VAT-registered repairer, unless the **administrator** has agreed otherwise.
- 5 This warranty is valid for breakdown in the United Kingdom (which includes Great Britain and Northern Ireland), the Channel Islands and the Isle of Man. The warranty is also valid while **your vehicle** is outside the United Kingdom, but within the EU or the EFTA (European Free Trade Association), for up to 60 days a year.
- 6 **We** have the right to provide replacement parts and carry out repairs under this warranty, or to arrange for a third party to do this on our behalf.
- 7 This warranty does not cover the following.
 - a Any **vehicle** where the speedometer or milometer has been interfered with, altered or disconnected
 - b Repairs, replacements or alterations not authorised by the **administrator**

Warranty terms and conditions

(continued)

- c Routine servicing or maintenance of a **vehicle**
 - d Repairs to **vehicles** which have been modified after the warranty is sold, if that modification has contributed to the failure or has failed itself
 - e Any **vehicle** used for hire or reward (such as taxis or courier, delivery or driving-school vehicles), any commercial **vehicle** with a gross vehicle weight of more than 3.5 tonnes, or a **vehicle** used in any sort of competition, including track days, rally or racing
 - f **Vehicles** that are used to provide a public service (for example, police vehicles or ambulances)
 - g The gradual reduction in performance of any part (fair wear and tear) due to the age of the **vehicle** or the number of miles it has covered (or both)
 - h Any liability for death, bodily injury, damage to property or loss caused directly or indirectly by the claim or event leading to a claim under this warranty (this exclusion does not apply to any death or bodily injury caused by the repairer or any of its agents being negligent)
 - i Any damage which is due to any type of accident
 - j Any damage which is a direct result of something **you** or anyone else (other than the repairer or its agents) have done or have failed to do
 - k Any parts which are replaced as part of a normal service
 - l Any damage to parts which are being recalled by the **vehicle's** manufacturer or which have design faults
 - m Any failure caused by faults which a qualified engineer thinks could have existed before the warranty began
 - n Any damage to parts caused by using the wrong fuel or contaminated fuel
 - o Parts or repairs that are covered by any other warranty or insurance
 - p American imports, kit cars, motorcycles and motorhomes
 - q Water damage (including water damage to parts that would otherwise be covered)
 - r Anything caused directly or indirectly by war, riot, revolution or any similar event, or by vandalism, theft or attempted theft from the **vehicle**
 - s Any loss, damage, liability or expense directly or indirectly caused by, contributed to or arising from any system, software programme, malicious code, virus, process or other electronic system being used to cause harm
 - t Any vehicle owned by a motor trader or the owner of a garage or an associated company (or their employee, friend or relative)
- 8 This contract will be governed by and interpreted in line with the laws of England and Wales. Any disputes arising in relation to this warranty will be dealt with in the English courts.

Warranty terms and conditions

(continued)

- 9 Nothing in these conditions will reduce **your** legal rights relating to faulty or mis-described goods. For more information about **your** legal rights, contact **your** local trading standards department or citizens advice bureau.
- 10 The period of the warranty is shown in the **validation certificate**. If, for any reason, the standard manufacturer's warranty period does not apply, the start and end date of this warranty will still be as shown in the **validation certificate**. If this warranty starts earlier than the date shown in the **validation certificate** because the manufacturer's warranty has ended sooner than expected because of **your vehicle's** mileage, this warranty will end earlier than shown and reflect the warranty period bought or provided.

Sanction limit and exclusion clause

We will not provide cover and will not pay any claim or provide any benefit under this **insurance** if doing so would put **us** or the **administrator** at risk of any sanction, ban 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.

Cancellation rights and refunds

Your right to cancel and refunds

We hope **you** are happy with the cover this policy provides. However, if after reading **your** policy document, **you** find that this **insurance** does not meet **your** needs, **you** can cancel the cover within 30 days of buying it. If **you** want to cancel within this period, please contact the **administrator** on **0344 573 8005** for a full refund.

If **you** want to cancel **your** policy after this 30-day period, **you** can cancel it at any time, but **you** will have to pay a cancellation fee of £20. Any refund **you** receive will be based on the number of whole months of cover remaining on the policy (the months **you** will not receive cover for). To cancel **your** policy after the 30-day cancellation period, contact the **administrator** by calling **0344 573 8005** or writing to:

Car Care Plan Limited, 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;
- if the warranty has been transferred to **you** from the original owner.

If **you** have paid for **your** policy in instalments through an instalment agreement with the **administrator**, any refund **you** are entitled to will be calculated in line with the following rules.

If **you** have paid all the instalment payments, **we** will calculate the refund based on the number of whole months remaining on the policy, and pay it direct to **you**.

If **you** have not paid all the instalment payments, **we** will calculate the refund in the same way, and the following will apply.

1. If the refund **you** are eligible for is more than the instalment payments **you** owe the **administrator**, **we** will pay the amount of the outstanding instalments to the **administrator** and pay the difference to **you**.
2. If the refund **you** are eligible for is less than the instalment payments **you** owe the **administrator**, **we** will use the refund as part payment of **your** total outstanding instalment payments.

You will continue to be responsible for paying the remaining outstanding payments due under **your** instalment agreement until **you** have settled the balance (calculated when **you** told the **administrator** **you** wanted to cancel).

Please allow up to 28 days for the **administrator** to process **your** cancellation and refund.

Policy premium payments

Marshall Renewal/Extended Warranty (including MOT Test Insurance and Marshall Assist) is a 12-month policy. **You** can pay for it with a single upfront payment or by monthly

Cancellation rights and refunds

(continued)

instalments. **We** will provide the same level of cover whichever way **you** pay.

If **you** choose to pay by instalments, **you** will enter into an agreement with the **administrator** to buy the full 12-month policy, spreading the cost over interest-free instalments. **You** must continue to pay **your** instalments until **you** have paid the full cost for the year. **You** must pay the premium every month on or before the date it is due. If **you** fail to pay a monthly premium when it is due, all cover will end immediately from that date. If **you** have made a claim under the policy, the **administrator** will ask **you** to continue to pay **your** monthly instalments.

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. (**Your vehicle** may need to meet certain conditions for **us** to be able to continue to provide cover.)

How to claim

Take the **vehicle** to the Marshall dealership where **you** bought it. After confirming that the warranty and repair request are valid, they will handle the repair on **your** behalf.

If **you** cannot take the **vehicle** back to the Marshall dealership where **you** bought it, please use another Marshall dealership that may be more convenient for **you** or another reputable repairer. If you choose to take your vehicle to another repairer, please then follow the instructions below.

Take **your vehicle** to another reputable repairer and ask them to contact **our** warranty department on 0344 573 8005 with the following information.

- The warranty number (shown on the **validation certificate**);
- **Your vehicle** registration number;
- The date the part failed and the **vehicle's** mileage at that time;
- A detailed estimate of the repair costs.

Once the **administrator** authorises the repair, **our** warranty department will issue a claim number to the repairer. The repairer must give **you** the claims number before starting the repair, and must also include it on the invoice they give **you** for the repair.

You will then need to claim back the cost of the authorised repair from the **administrator**.

Repairs abroad

If **your vehicle** breaks down outside the UK, the following conditions apply.

- a** The repair must be carried out in a country that is a member of the EU or the EFTA (European Free Trade Association).
- b** **We** will not pay more than the equivalent UK rate for labour charges and manufacturer list prices for parts at the date of the repair.
- c** **You** should authorise the repair work yourself and contact the **administrator** to claim back the cost when **you** return to the UK. The most we will pay is the claim limit set out in this document and in the validation certificate.
- d** **We** will refund you in pounds sterling at the rate of exchange that applied at the time of repair.

Please make sure that the repairing dealer does the following:

- Makes a note of the warranty authority number issued by **our** warranty department;
- Carries out the repair, then makes the invoice out to 'Car Care Plan Limited' and sends the invoice, claim number and service receipts (if **we** have asked for these) to:

Car Care Plan Limited
Jubilee House
5 Mid Point Business Park
Thornbury
West Yorkshire BD3 7AG.

How to claim

(continued)

The above procedures do not affect **your** legal rights as a consumer.

Important phone numbers

Administration and claims helpline:

0344 573 8005

To make sure that **you** receive the highest level of service, calls to the **administrator** are recorded.

Warranty extra benefits and service requirements

If **you** make a valid claim, **we** will provide the following extra benefits.

Replacement vehicle

Once **your** repair is authorised, **you** can claim up to £35 per day (including VAT) towards the cost of a replacement vehicle, up to a mid-sized saloon, for up to seven days.

You can only have a replacement vehicle if **your vehicle** is being repaired under this warranty and the **administrator** has approved **your** claim.

You will have to pay for fuel and insurance for the replacement vehicle.

You cannot have a replacement vehicle for the first 24 hours that you are without your vehicle or during any delay to the repair that is caused, for example, by the repairer having to wait for parts.

Overnight accommodation and rail fares

We will pay up to £60 towards the cost of a hotel room or a return rail ticket if the **vehicle** breaks down and **you** cannot return home. **You** will need to send **us** a receipt. **You** cannot claim for the cost of meals and drinks. This benefit is only available if the **administrator** approves **your** claim.

Driving abroad

The warranty is valid for up to 60 days per year for driving in the EU or the EFTA (European Free Trade Association). The **administrator** will not pay more than the equivalent UK cost for parts and labour.

Please note, **we** will not provide these benefits if the part that has failed is not covered by this warranty. Payments will be limited to the amounts shown in the **validation certificate**.

Warning: Timing belts

(also known as camshaft drive belts)

If **your vehicle** has a timing belt, please make sure that it is in good condition and that it is checked and changed in line with the manufacturer's recommendations. If the timing belt breaks it can cause serious and unnecessary engine damage. **We** are not responsible for damage caused by the failure of a worn-out timing belt, unless the timing belt has been replaced in line with the manufacturer's service schedule.

Towing Charges

If your claim is valid and your vehicle needs to be towed, you can claim up to £70 per claim (including VAT) towards the cost of this. You must provide a receipt from a recovery company showing the towing charges.

Marshall Assist

Definitions

Certain words have a special meaning and these words are defined below. To help make this document easy to understand, wherever they appear we have highlighted them in bold. Please note, these definitions apply to the Marshall Assist section only. See page 4 for the definitions that apply to the warranty and MOT Test Insurance.

Breakdown – a mechanical or electrical failure, puncture or accident, which immediately means **you** cannot drive the **vehicle**.

Passengers – all people travelling in the **vehicle** at the time of the **breakdown**, up to the legal limit, who have not paid a fare to travel.

Territorial Limits – Great Britain, Northern Ireland, Isle of Man, Jersey and Guernsey.

Us, we – Marshall Assist.

Vehicle – the **vehicle** covered by **your** warranty, as shown on the validation certificate.

You, your – the person named on the validation certificate.

Important note

Cover is available immediately, but details of **your** cover may not reach **us** by the time **you** need assistance. Although unlikely, if this happens **we** will still help **you**. However, before **we** can help **you** **we** will ask for **your** credit card or debit card details and ask **you** to authorise payment of the estimated cost of the assistance. If **we** receive confirmation that **you** do not have enough cover, **we** will take payment for any costs that are not covered. If **we** receive confirmation that **you** do have enough cover, **we** will not take any payment.

To report a breakdown call 0344 573 8061

Give the rescue co-ordinator who answers **your** call the following information:

- **Your** name and confirmation that **you** are a Marshall customer;
- **Your** warranty number and car registration number;
- Where **your vehicle** is and what seems to be the problem (for example, if **you** have a puncture, tell the rescue co-ordinator **your** tyre size).

If **you** also intend to claim under **your** warranty, **you** must call the administrator on 0344 573 8005 and get authorisation before any repairs are started.

If your vehicle breaks down, please call our 24-hour control centre on 0344 573 8061.

Marshall Assist (continued)

With Marshall Assist, as part of **your** warranty **you** will be entitled to the following services.

Home assist, roadside assistance and nationwide or local recovery

If you break down at **your** home address or anywhere within the **territorial limits**, **we** will send help. **We** will arrange to pay call-out fees and mileage charges needed to repair or help with the **vehicle**. If **our** recovery operator cannot repair the **vehicle** at the roadside, **we** will arrange and pay for **your vehicle, you** and **passengers** to be taken to the nearest garage that can carry out the repair. If that is not possible, **we** will arrange for **your vehicle, you** and **passengers** to be taken to **your** home or planned destination.

Please note, Any repairs carried out by **our** recovery operators at their premises would need to be authorised by the administrator beforehand.

Caravans and trailers

If **your vehicle** breaks down and **your** caravan or trailer is attached, as long as it is fitted with a standard towing hitch and is not more than 23 feet long, **your** caravan or trailer will be recovered with **your vehicle** at no extra cost.

Message service

If **you** ask **us** to, **we** will pass on two messages to **your** home or office to let them know **you** have broken down.

Accident cover

If **your vehicle** is involved in an accident which means **you** cannot drive it or it would

be illegal to drive it, **we** will take **your vehicle** to a nominated local address within the United Kingdom.

Puncture cover

If **your vehicle** has a puncture and **we** cannot repair it at the roadside, **we** will take **your vehicle, you** and any **passengers** to the nearest garage that is able to carry out the repair. If this is not possible **we** will take **you** to **your** home address or planned destination. **You** must carry an inflation kit in **your vehicle** so **we** can try to repair any punctures at the roadside.

If **your vehicle** does not have a spare wheel because the manufacturer did not provide one, or the nearest garage is further than the distance **you** can travel on run-flat tyres, **we** will provide help.

Toll fees

If **you** make a valid claim, **we** will pay ferry and toll fees in the United Kingdom only.

Battery-range anxiety (full electric vehicles only) and running out of fuel (non-electric vehicles)

If **your** electric **vehicle** runs out of charge, **we** will take **your vehicle, you** and any **passengers** to the nearest charge point or to **your** home address or planned destination.

If **your** non-electric **vehicle** runs out of fuel, **we** will take **your vehicle, you** and any **passengers** to the nearest fuel refilling station or to **your** home address or planned destination.

Please note, there is a limit of two call-outs for this in each **warranty period**.

Marshall Assist exclusions

Exclusions

Marshall Assist does not cover the following.

- 1 Any caravan or trailer where the total length is more than 23 feet or which is not attached to the **vehicle** with a standard towing hitch.
- 2 Contracts not registered with **us**;
- 3 The cost of any parts or materials used to repair the **vehicle**.
- 4 Any costs or expenses not authorised by **our** rescue co-ordinators.
- 5 The cost of food, drinks, phone calls or similar items.
- 6 The cost of alternative transport.
- 7 The cost of petrol, oil or insurance for a hire vehicle.
- 8 The use of specialist equipment which may occasionally be needed because the **vehicle** is not between the kerbs or has modifications, or because nearby obstructions are making it difficult to help **you** using the usual methods.
- 9 Assistance that is needed due to lost or broken keys or the keys being locked in the **vehicle**.
- 10 Recovering the **vehicle, you** and **passengers** if repairs can be carried out at or near the scene of the **breakdown** within a reasonable time. If **we** do recover the **vehicle, we** will take the **vehicle, you** and **passengers** to the same address.
- 11 Overnight accommodation or car-hire charges.
- 12 **Breakdowns** which **our** recovery operator considers are caused by failure to maintain the **vehicle** in a roadworthy condition, including routine maintenance or keeping the oil and water to the recommended levels.
- 13 If **we** cannot provide the service that is needed because the **vehicle** does not carry a serviceable spare wheel as provided by the manufacturer.
- 14 Any request for service if the **vehicle** cannot be reached due to snow, mud, sand or flood, or where the **vehicle** is not accessible or cannot be transported safely and legally using a standard transporter.
- 15 Any request for service if the **vehicle** is being used for motor racing, rallies, public hire, private hire or any contest or speed trial, or practice for any of these activities.
- 16 Vehicles that are overloaded or carrying more **passengers** than they are designed to carry.
- 17 Claims which **you** do not tell **us** about before agreeing to any expenses.
- 18 The charges of any company (including police recovery) other than **our** recovery operator.
- 19 Loss or damage to the **vehicle** or its contents.
- 20 Direct or indirect loss, damage or liability caused by, contributed to or arising from:

Marshall Assist exclusions (continued)

- ionising radiation or radioactive contamination from nuclear fuel or the from nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any nuclear equipment or machinery (or any of its nuclear parts); or
 - any results of war, invasion, hostilities (whether war is declared or not), rebellion, revolution, uprising or overthrowing of power.
- 21 Any false or fraudulent claims.
- 22 **You** failing to meet any requests by **us**, **our** rescue co-ordinators or **our** recovery operators concerning the assistance being provided.
- 23 Fines and penalties set by courts.
- 24 Any charges where, after contacting **us**, **you** arrange to have the **vehicle** recovered or repaired by another organisation.
- 25 Ferry and toll charges outside mainland UK.
- 26 Any claims relating to vehicles over 35 cwt or 3.5 tonnes.
- 27 Any service or insurance cover where any recommended action or repairs have not been carried out following a previous **breakdown**.
- 28 More than six call-outs per warranty per year.
- 29 Claims that would take the combined value of claims to more than £2,500 in any one year.
- 30 Any loss, damage, liability or expense directly or indirectly caused by, contributed to or arising from any system, software programme, malicious code, virus, process or other electronic system being used to cause harm.

Marshall Assist exclusions (continued)

General Conditions

- 1 **We** will provide cover if:
 - **you** have met all the terms and conditions in this contract; and
 - the information **you** have given **us** is correct, as far as **you** are aware.
- 2 The driver of the **vehicle** must stay with or near the **vehicle** until help arrives;
- 3 **We** may cancel the contract, without refunding any payments **you** have made, by sending seven days' notice to **your** last registered address. However, **we** must have valid reasons for doing so. Valid reasons include, but are not limited to:
 - **We** suspect or have proof of fraud;
 - **We** discover **you** are no longer eligible for cover with **us**; or
 - **You** are threatening or abusive towards **our** staff or the people **we** instruct to help with **your breakdown**, including the recovery operators.

Marshall Assist is administered by
Call Assist Ltd.

Call Assist Ltd
Axis Court
North Station Road
Colchester CO1 1UX.

Marshall Assist Helpline
0344 573 8061

MOT Test Insurance

Your MOT Test Insurance provided with **your** warranty has been designed to make sure **you** get the most from **your** motoring with minimum inconvenience.

This section of the document explains how **your** MOT Test Insurance works and the main benefits it provides. Please keep this document somewhere safe with **your validation certificate** as **you** will need them if **you** need to make a claim.

Please make sure you fully understand the terms and conditions relating to the cover we provide. MOT Test Insurance has a maximum claim limit of £500 (including VAT).

MOT Test Insurance

With MOT Test Insurance **you** will be covered against the cost of repairing, replacing or altering the following parts of the covered **vehicle** if they are listed on the Refusal of MOT test certificate (VT30) as being the reason the **vehicle** failed an MOT test after the start of the cover.

We cover the following:

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 damage or corrosion.
- The horn.
- The bracket or support which holds the battery in place are covered for failure due to not being secure.

Please note, the battery, switches, instrument panels, warning lights and wiring are not covered.

MOT Test Insurance (continued)

Steering and suspension

- Steering units, the steering lock (where fitted), drag links, track-rods and track-rod 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 seizure, leakage, wear and tear, and not being secure.
- The steering wheel is covered for cracks or fractures.

Brakes

- The 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 and cables are covered for wear and tear, leakage, seizure, splits or cracks, corrosion, adjustment and electrical failure.

Please note, brake pads and shoes are not covered.

Seat belts and supplementary restraint system (SRS)

- Mountings, seat belts, retractors and buckles and SRS parts (including airbags, seat-belt pre-tensioners and seat-belt limiters) are covered for wear and tear, not working and not being secure.

Body, structure and general items

- The body of the **vehicle** is covered for corrosion.
- Engine mountings are covered for excessive movement, fractures, damage or failure due to not being secure.

Please note, damage to the body of the **vehicle** caused by an accident is not covered.

Fuel and emissions

- Throttle body, airflow meter, lambda sensor, EGR valve, catalytic convertor, fuel injection ECU and DPF sensors are covered for failing to meet MOT exhaust gas emission standards.

Please note, warning lights, fuel leaks, tuning and adjustments, and any damage caused by using contaminated fuel or the wrong fuel are not covered.

Driver's view of the road

- Windscreen wiper arms and blades, windscreen wiper motors and washer motors are covered.

Important – Only those parts listed above are covered.

MOT Test Insurance (continued)

This MOT Test Insurance does not cover the following:

- Accidental or malicious damage;
- Neglect or wear and tear reported during the **vehicle's** last service or MOT;
- Tuning or adjusting the fuel system;
- Windscreen, tyres, wheels and exhaust system;
- The cost of the MOT test, re-test and repairs which are not carried out within 30 days of the Refusal of MOT test certificate (VT30) being issued;

For details of the period covered, please see **your validation certificate**.

Terms and conditions

Please carefully read the following terms and conditions.

- 1 **Your** MOT Test Insurance does not cover the following.
 - a Any parts which have not actually failed, but which are replaced or reported during a routine service or a repair of other parts which have failed.
 - b Any loss over the maximum claim liability of £500 (including VAT).
 - c Any liability **you** have under an agreement, but which **you** would not have had if the agreement did not exist.
 - d Any vehicle used for hire or reward (for example, taxis, self-drive hire vehicles, driving-school vehicles) or any commercial vehicle over 3.5 tonnes (gross weight) or a vehicle used in any sort of competition, rally or race.
 - e Any liability for death, bodily injury or damage to other property, or any loss that arises directly or indirectly from the claim or the event giving rise to a claim under this MOT Test Insurance.
 - f Any damage which is due, fully or partly, to any type of accident, negligence, deliberate or unlawful act, or failure to act.
 - g Any loss, damage or failure which, in the opinion of a qualified engineer appointed by the **administrator**, was caused fully or partly by a lack of maintenance or neglect in taking

MOT Test Insurance (continued)

- reasonable steps to prevent loss, damage or failure.
- h Any MOT test or re-test fee.
 - i Any loss, damage, liability or expense directly or indirectly caused by, contributed to or arising from any system, software programme, malicious code, virus, process or other electronic system being used to cause harm.
- 2 Only one MOT Test Insurance claim is allowed in each 12 months of cover.
 - 3 All claims must be supported by a VAT invoice from the repairer carrying out the repairs.
 - 4 The **vehicle** must be serviced in line with the manufacturer's guidelines. If **you** do not follow the manufacturer's guidelines, this MOT Test Insurance may not apply and any claim **you** make will not be valid. **You** can have **your vehicle** serviced 500 miles either side of the recommended mileage or four weeks either side of the time period recommended by the manufacturer, whichever comes first. It is important that **you** keep **your** service receipts as **you** may need them to make a claim.
 - 5 The most **we** will pay for any claim under this MOT Test Insurance is the **vehicle** manufacturer's list prices for parts and labour costs that are necessary in order to repair parts that are covered by this MOT Test Insurance. **We** may insist on using manufacturer's equivalent parts up to the maximum total claim liability of £500 (including VAT) during the 12 months of MOT Test Insurance.
 - 6 **We** will only pay the costs of dismantling parts if this is necessary to find a fault as part of a valid claim. **You** are responsible for authorising the repairer to dismantle the parts and must pay the charges if it is found that the failure is not covered by the MOT Test Insurance. The **administrator**, on **our** behalf, has the right ask an expert to examine the parts that have failed.
 - 7 MOT Test Insurance will not cover any part that is covered by any other warranties or insurances.
 - 8 If any claim **you** make is fraudulent, all benefits under this insurance will end. **We** will not be liable for any statement, assurance or opinion which contradicts the terms and conditions in this MOT Test Insurance, unless **we** or the **administrator** supports the statement, assurance or opinion in writing.
 - 9 Cover under this MOT Test Insurance is only available to people living in, or companies registered in, the United Kingdom. This MOT Test Insurance does not become effective until the **administrator** has registered it on **our** behalf and issued a **validation certificate**.
 - 10 The MOT Test Insurance is in addition to **your** legal rights, and does not affect the rights **you** have by law as a consumer.
 - 11 This MOT Test Insurance does not cover accidental or malicious damage or

MOT Test Insurance (continued)

neglect or any part listed as 'advisory' on the VT30).

- 12 At the time **you** buy MOT Test Insurance, there must be at least three months before **your vehicle's** MOT is due. **You** cannot make a claim within the first 90 days of cover.

How to claim

If **your vehicle** fails its MOT test, tell the repairer that carried out the test that **you** have MOT Test Insurance and give them this document and **your validation certificate**. The repairer will then contact the **administrator** for authorisation to carry out all necessary repairs, and **you** will only have to sign the repair invoice.

Important information

How to make a complaint

If **you** have a question or a complaint about the way **your** policy was sold to **you**, please contact the supplier who sold it to **you**. **We** are committed to treating **our** customers fairly. However, **we** realise that there may be times when things go wrong.

If **you** have a complaint about **your** policy, **you** should contact the **administrator** by calling **0344 573 8005**, or writing to:

The Complaints Team,
Car Care Plan Limited,
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.

Important information (continued)

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.



THE MOTOR
OMBUDSMAN



APPROVED CODE
TRADING STANDARDS UK

Motor Industry Code of Practice for

Vehicle Warranties

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.financial-ombudsman.org.uk

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 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 claim 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.

Important information (continued)

Plain English Campaign's Crystal Mark does not cover this privacy and data protection notice.

Privacy and Data Protection Notice

1. Data Protection

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.

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 line 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.

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.

Important information (continued)

If you have any questions concerning the Data Controller's use of your personal data, please contact The Data Protection Officer, Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire, BD3 7AG, England.

Form to transfer the warranty, roadside assistance breakdown recovery and MOT Test Insurance to a new owner

Please note

If **you** pay for the warranty by monthly instalments, **you** can only transfer it to the new owner if **you** have paid all the instalments for the year.

New Owner's Details

Name _____

Address _____

Vehicle details

Registration number _____

Mileage at transfer _____

Warranty details

Warranty number _____

Warranty holder's
signature _____

New owner's declaration and signature

I have read and agree with the terms and conditions of the warranty, recovery or MOT Test Insurance and would like it to transfer to me. I accept that the cancellation rights and refunds section no longer applies to this policy.

New owner's
signature _____

Date of transfer _____

Please check that all services that were due have been carried out as the warranty may not be valid if not.

When **you** have filled in this form, send it with a cheque for £25, made payable to Car Care Plan Limited, to:
Car Care Plan Limited
Jubilee House
5 Mid Point Business Park
Thornbury
West Yorkshire BD3 7AG.

Marshall Renewal/Extended Warranty

Marshall Renewal/Extended Warranty claims	0344 573 8005
Marshall Assist	0344 573 8061
MOT Test Insurance claims	0344 573 8005
Customer Services	0344 573 8005



Crystal Mark for wording only

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

CCPD 11466
09/2022

