

DriverFirst

DriverFirst Warranty (including DriverFirst Assist) Policy Document

Crystal Mark for
wording only



Welcome

As a part of **our** commitment to **our** customers we have designed a comprehensive range of products and services to help **you** avoid any unexpected motoring costs in the future. These products include DriverFirst Warranty, DriverFirst Assist breakdown recovery. It is very important that **you** understand all of the benefits this package provides, so please read each page of this document carefully.

If **you** would like more information on any of the products and services listed in this document, contact a member of **our** sales team who will be pleased to help **you**.

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

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Your questions answered**Where should I keep my document?**

Always keep this document, and **your DriverFirst schedule**, 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 15, by a VAT-registered repairer, preferably at a DriverFirst 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 DriverFirst Assist on 0344 573 9176.

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 another DriverFirst repairer. 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** want to use **your** local repairer **you** must make sure that they follow **our** claims procedure as set out on page 20 and send their invoice, with any documents **we** ask **you** for to support **your** claim, to **us** at the following address. (They must give the claims number **we** give them.)

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

Please note: If **you** do not have **your** warranty repair carried out by an DriverFirst dealer, **you** may have to pay for the repairs and then claim the cost back from **us** under **your** DriverFirst Warranty.

Can I transfer my DriverFirst Warranty, and DriverFirst Assist to a new owner?

If **you** sell **your vehicle** during the period of **your** warranty, **you** can transfer the benefits 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 35 for the transfer form.

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 DriverFirst Warranty Administration, a trading name of 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 schedule**, 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 15
DriverFirst Assist 0344 573 9176	Page 23

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 DriverFirst Warranty, which **we** provide to **you** under the terms, exceptions and conditions set out in this warranty document and the **schedule**.

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.

Period of cover – the period **you** are covered for, as shown on the **schedule**.

Schedule – the document confirming the details of **your** warranty.

Vehicle – the **vehicle** identified on the **schedule**.

Warranty holder, you, your, yourself – the person named on the **schedule** or any new owner of the **vehicle** who the insurance is properly transferred to (see the transfer form on page 35).

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

Important

Please read the following notes carefully.

You will not be covered by this **insurance** until **you** have paid the correct premium to **us** or the administrator.

Cover under this **insurance** is only

available to people living in, and companies registered in, the UK.

Our liability

The most **we** will pay for each claim is shown on the **schedule**. The amount shown will include VAT and the cost of any **warranty extra benefits listed on page 22**.

Maximum claim liability

If **you** need to make more than one claim during the **warranty period**, the most **we** will pay in total for all claims is the purchase 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. The costs of diagnosing the fault are included in the claim limit shown on the **schedule**.

DriverFirst 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.

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.

What is covered

- Covers most major mechanical and electrical parts against breakdown or failure
- Helps protect 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**
- Temporary hire car 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)

- The warranty can be transferred to the new owner if the **vehicle** is sold privately

The new improved warranty cover

Our new and improved warranty now also covers the following (if **your vehicle** has them).

- Diesel particulate filter
- Parking sensors
- Infotainment system
- LED lighting
- Wiring harnesses and connections
- Catalytic converter
- Exhaust systems (when repairs are needed due to sudden failure, unforeseen circumstance)
- Airbags

- Oil leaks

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**.

Diesel particulate filter

This warranty will cover the cost of repairing or replacing the diesel particulate filter only if the following conditions apply.

1. When the warning light comes on, **you** drive the **vehicle** at the speed and for the distance shown in the owner's document provided by the manufacturer to try to clear the filter.
2. If the warning light stays on after **you** have followed the instructions in the owner's document, **you** have the filter regenerated by a VAT-registered dealer. (This warranty does not cover the cost of the regeneration process and **you** must keep the invoice as proof that **you** have had this work carried out.)

Please note: We have the right to provide replacement parts and to carry out repairs or arrange for someone else to do this.

Infotainment systems

We cover the following factory-fitted parts during the period of cover: CD player and CD autochanger, radio (including DAB), DVD player (including integrated rear headrest screens), speakers, TV, telephone and Bluetooth device, USB audio interface and aux-in device, iPod interface (or similar, as long as this part is factory-fitted), satellite navigation system and traffic- management system (not including discs), remote-control and electronic key-fobs (not including batteries). **We** will not cover accidental damage, aerials, design faults and recalled parts, adjustments, upgrades, modifications or parts not fitted by the manufacturer. If any of the parts **we** do cover fail, **we** have the right to provide replacement parts or arrange for the originals to be repaired by a specialist.

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.

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

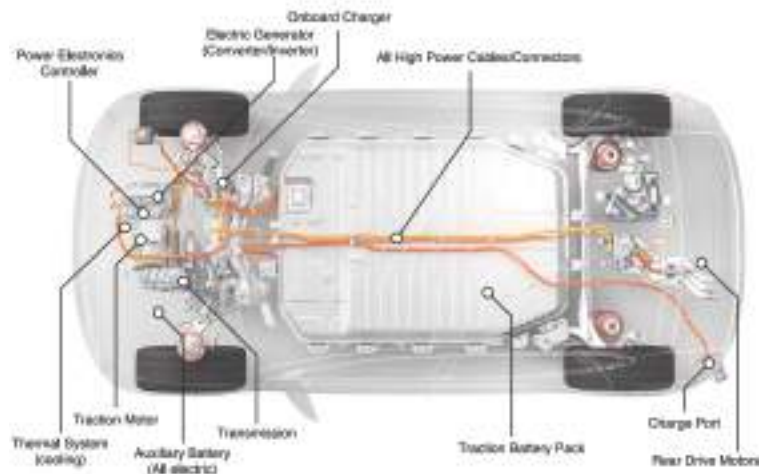
Traction battery pack: This pack stores electricity for the electric traction motor.

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.



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 extended 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.

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 below), 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 antifreeze, an accident or negligence
- Radios, cassette players, CD players or any other in-car parts not fitted by the manufacturer
- 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
- Any part relating to living in (or staying in) the **vehicle**. This includes cooking and washing facilities, equipment to supply and dispose of water, the refrigeration system, the gas supply and heating system, and sleeping facilities. **We** do not cover electric and hydraulic motors, pumps, equipment to operate the roof and awning, electric hook-up equipment and any other electrical parts relating to living or staying in the **vehicle**.

- 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, or was not due to be replaced at the time of your claim.)

Note: This only applies to vehicles with petrol or diesel engines. For hybrid and electric vehicles, please see page 10.

Please note that oil, oil filter, gaskets, antifreeze and brake fluid if they are needed due to the failure of a covered part are covered as part of a valid claim.

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. **We** can choose whether to provide replacement parts and carry out repairs under this warranty or arrange for a third party to do this.
4. If **we** 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.
5. If **you** do not have the **vehicle** serviced in line with the manufacturer's service schedule 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 1000 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 one of **our** dealerships, it must be serviced by a VAT-registered repairer, unless the **administrator** has agreed otherwise.
6. This warranty is valid for breakdowns in the UK (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 UK, but within the EU or the EFTA (European Free Trade Association), for up to 60 days a year.

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**
- 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 their 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 their agents) has done or has 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) 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
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.
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. 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.
11. The period of the warranty is shown on the **schedule**. 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 on the **schedule**. If this warranty starts earlier than the date shown on the **schedule** 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, UK or US.

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 £35.00. 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:

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

You will not be entitled to a refund if:

- **you** have made a claim;
- **you** are in the last 30 days of cover; or
- 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** (Car Care Plan Limited) 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

DriverFirst Warranty is a 12-month policy.

You can pay for it with a single upfront payment or by monthly 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.)

Take the **vehicle back** to the 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 dealership where **you** bought it, please 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 before any work is started.

- The fault
- The date the fault was first noticed
- The **vehicle** mileage
- Details of the parts that need to be replaced, and a full detailed estimate of parts and labour costs

Once the **administrator** authorises the repair, **our** warranty department will issue a claims 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.

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) The **administrator** 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 **administrator's** liability is up to any claim limit stated in this document.

- d) Once the **administrator** has received a valid invoice they will repay **you** in pounds sterling at the rate of exchange that applied at the time of the 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 'DriverFirst' and sends the invoice, claim number and service

receipts (if **we** have asked for these) to:
DriverFirst Warranty Administration
Jubilee House
5 Mid Point Business Park Thornbury
West Yorkshire
BD3 7AG.

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.

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

Replacement vehicle

Once **your** repair is authorised, **your** chosen repairer will be able to help **you** arrange 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** must call the **administrator** for approval before **you** use this service. **We** will not be liable for any extra costs caused by:

- any delay while the repairer has to wait for parts; or
- the cost of parts being transported.

Overnight accommodation and rail fares

We will pay up to £75 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.

Towing charges

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

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 **schedule**.

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 Assist section only. See page 6 for the definitions that apply to the warranty.

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 – DriverFirst Assist.

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

You, your – the person named on the **schedule**.

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 9176.**

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

- **Your** name and confirmation that **you** are a DriverFirst customer
- **Your vehicle** 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 9176.

With DriverFirst 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 any **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 any **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 UK.

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 UK 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.

Exclusions

DriverFirst 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 fuel, 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 any **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 any **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:
 - ionising radiation or radioactive contamination from nuclear fuel or 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.

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.

DriverFirst Assist is administered by Call Assist Ltd.

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

DriverFirst Assist helpline
0344 573 9176

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

In the unlikely event that **you** have a complaint, **you** should contact the **administrator** on **0344 573 8005**, or write to The Complaints Team, DriverFirst Warranty Administration, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire, BD3 7AG.

You can also email the **administrator** at complaints@motor-admin.com.

Please tell the **administrator** **your** name and **your** claim number or policy number. Calls to the **administrator** may be recorded. The **administrator** will contact **you** within five days of receiving **your** complaint. In some cases, this will be to acknowledge **your** complaint, but in others it may be to give **you** a full reply. If the **administrator** cannot deal with **your**

complaint within five working days, they will aim to give **you** a full reply within 28 days. In complex cases, or where further investigation is needed, this may take longer, and they will let **you** know if this is the case. The **administrator** will respond to **your** complaint within eight weeks, which is in line with requirements set by the Financial Conduct Authority.

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.

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 further information, **you** can visit the Motor Ombudsman website at www.themotorombudsman.org or call their information line on 0345 241 3008.

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

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



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.

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

Privacy And Data Protection Notice

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

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

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

- For providing products, services and insurance, administering memberships, handling claims and complaints, informing of changes to services and any other related purposes (this may include underwriting decisions via automate means). This is for the performance of the contract between you and the Data Controller.
- To provide you with information, products, or services that you request from the Data Controller or which the Data Controller feels may interest you as part of the contract.
- For offering renewal, research, or statistical purposes, to analyse historic activity, to improve rating algorithms, and to help predict future business impact, to further commercial interests, to enhance product offering and to

develop new systems and processes. This is for the Data Controller's legitimate interests.

- To notify you about changes to the Data Controller's service. This is to comply with applicable laws.
- To safeguard against fraud, money laundering, terrorist financing and to comply with applicable laws.
- For the purpose of Direct Marketing activities only with your explicit consent.

2. Disclosure of Your Personal Data

The Data Controller may disclose your personal data to third parties involved in providing products or services to the

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

3. **International Transfers of Data**

The personal data the Data Controller collects from you may be transferred to, processed and stored at, a destination outside the UK and European Economic Area ("EEA"). The Data Controller currently transfers personal data outside

of the UK and EEA to the USA and Israel. Where the Data Controller transfers your personal data outside of the UK and EEA, it will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation. The Data Controller uses the European Commission approved 'Standard Contractual Clauses' with such parties to protect the data.

4. **Your Rights**

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

You have the right to:

- a) Access and obtain a copy of the personal data the Data Controller hold about you and information about how it is used;
- b) Ask to update or correct any inadequate, incomplete, or inaccurate data;
- c) Request erasure of your personal data.
- d) Restrict and object to the future processing of your data.
- e) Ask the Data Controller to provide your personal data to you in a structured, commonly used, machine-readable format, or you can ask to have it "ported" directly to another data controller.
- f) Not be subject to fully automated decision making which has legal

effects or otherwise significantly affects you.

- g) Withdraw consent where your consent is used as a legal basis for using your personal data.
- h) Object to the processing of your personal data for direct marketing purposes at any time.
- i) Lodge a complaint with the local data protection authority where your complaint can't be resolved in the first instance by the Data Controller.

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

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

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

5. Retention

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

6. Questions In Relation To The Data Controller's Privacy Policy Or Use Of Your Data

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

The Data Protection Officer, Car Care
Plan Limited, Jubilee House, 5 Mid
Point Business Park, Thornbury, West
Yorkshire BD3 7AG, England or email
CCPH_DPA@carcareplan.co.uk.

FORM TO TRANSFER THE DRIVERFIRST WARRANTY AND DRIVERFIRST ASSIST COVER TO A NEW OWNER

DriverFirst

New owner's details

Name _____

Address _____

Vehicle details

Registration number _____

Mileage at transfer _____

Warranty details

Policy number _____

Warranty holder's signature _____

New owner's declaration and signature

I have read and agree with the terms and conditions of the warranty and recovery cover and would like it to transfer to me.

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: DriverFirst Warranty Administration Jubilee House, 5 Mid Point Business Park Thornbury, West Yorkshire, BD3 7AG.

Please make cheques payable to: Car Care Plan Limited.

Please note: If **you** pay for this DriverFirst Warranty and DriverFirst Assist, by monthly instalments, **you** can only transfer it to the new owner if **you** have paid all the instalments for the year.

DRIVERFIRST WARRANTY (INCLUDING DRIVERFIRST ASSIST)



DriverFirst Warranty claims

0344 573 8005

DriverFirst Assist

0344 573 9176

Customer Services

0344 573 8005

Please read the relevant 'How to Claim' section before phoning.

www.DriverFirstonline.co.uk

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

CCP 12714 OA

08/2024

Crystal Mark for
wording only

CCPTP4013 03/2023

