

Charles Hurst
for you, for life



Renewal Warranty
Customer Handbook

Welcome

Dear Customer

We want to thank you for purchasing your Charles Hurst Warranty, we want you to enjoy many miles of trouble-free motoring. Throughout this document, you will find all the need to know information about your policy.

Charles Hurst Renewal Warranty and Charles Hurst Roadside Assistance are both designed to provide you with trouble-free motoring. Both products are provided and administered by Car Care Plan, one of the UK's leading warranty administrators. This document explains how these products work so please take a short time to read it.

On behalf of the entire Charles Hurst team thank you again for your custom. We look forward to continuing to serve you and helping you to enjoy a better world of motoring.

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Contractual Agreement

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

Motors Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under number 202875. This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/register.

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

How to Claim

If you need to make a claim to the Insurer of this warranty, Car Care Plan will administer your claim on their behalf. This section sets out what you need to do if you need to claim under this warranty. In all cases please adopt either of the following procedures:

- Take your vehicle to any Charles Hurst dealer and they can request approval for repairs by telephoning the Claims Department on **0344 573 8005**.
- Alternatively, take the vehicle to a garage of your choice and they can request approval for repairs by telephoning the Claims Department on **0344 573 8005**.

In all cases please provide the following information:

- 1 The warranty number (found on the Welcome Letter).
- 2 Your vehicle registration number.
- 3 The date and mileage the component(s) failed.
- 4 A detailed estimate of repair costs.

Please ensure that the repairing dealer does the following:

- 1 Makes a note of the claim number issued by the Claims Department.
- 2 Carries out the repair and sends the invoice, claim number and service receipts (if requested) to us at:
Charles Hurst Renewal Warranty, Car Care Plan Limited
Jubilee House, 5 Mid Point Business Park, Thornbury
West Yorkshire BD3 7AG.

Claims Whilst Abroad

Please refer to page 13 of this handbook, if you need to make a claim, outside of the UK.

Important

- No repair work should be started before the Administrator has approved it.
- The Administrator will not pay any claim until we have received related invoices.
- Make a note of your warranty number (found on the Welcome Letter). This will make it simpler if you have any questions about your claim. Please note, we will not pay any claim on behalf of the Insurer until we have received all the documents requested to validate your claim.

We may record telephone conversations to offer you additional security, resolve complaints and improve our service standards. Conversations may also be monitored for staff training purposes.

Summary of Terms

Welcome Letter

This is confirmation that the Insurer has accepted your application. When you receive the Welcome Letter, please check that it contains the correct details and tell the Administrator immediately if there are any mistakes.

The Administrator

Car Care Plan Limited (“Car Care Plan”), Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

Acting as an agent for the Insurer.

The Insurer

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

Insurance

Charles Hurst Renewal Warranty is provided by the Insurer on the terms, exceptions and conditions in this Warranty document and Welcome Letter.

The Insured

The purchaser of the Charles Hurst Renewal Warranty as named on the Welcome Letter.

Geographical Limit

The United Kingdom (which includes England, Scotland, Wales and Northern Ireland), the Channel Islands and the Isle of Man.

A Claim

If more than one part has failed at the time you contact the Administrator, it will be dealt with as one claim.

Important

Please read the following notes carefully. You will not be covered by this Insurance until:

- The correct premium has been received by the Insurer or their agent, Car Care Plan, and;
- The Administrator has sent you a Welcome Letter.

Car Care Plan act as an agent for the Insurer in collecting premiums. Cover under this Insurance can only be granted to individuals residing or corporate bodies registered in the United Kingdom.

Warranty Cover

This section explains what components are covered and what components are not covered by your warranty.

The Insurer's Liability

The most the Insurer will pay for each individual claim is confirmed in the welcome letter accompanying this document. This will include VAT in total for each claim and the cost of vehicle recovery and/or vehicle hire charges. In the event of more than one claim arising during the warranty period, the Insurer will only pay up to the market value of the insured vehicle in aggregate.

The Insurer will not pay the VAT part of any claim if you are registered for VAT. If your claim is valid, we will pay for fault diagnosis charges subject to a maximum of £75 per claim including VAT or one hour of labour, whichever is lower.

What is Covered?

Charles Hurst Renewal Warranty is available for vehicles up to ten years/100,000 miles at time of warranty purchase.

Charles Hurst Renewal Warranty covers almost all mechanical and electrical components on your vehicle against mechanical and electrical breakdown, subject to the conditions detailed below and the maximum claim limit. There are some components, such as service items, which are not covered.

Mechanical and electrical breakdown is the failure of a component, causing a sudden stoppage of its function, for a reason other than negligence. Damage caused by the effect of overheating is not regarded as a mechanical breakdown under the terms of the warranty.

Wear and tear – Charles Hurst Renewal Warranty provides additional cover for components that have suddenly failed as a result of wear and tear. Components will not be covered if it could be stated that they were already in an advanced state of wear at the start date of this warranty.

Wear and tear coverage is specifically excluded for repairs to brakes and clutches (where these components are designed to wear over time in order to operate), to burnt-out friction materials or to repairs carried out to improve engine oil consumption but where there has been no mechanical failure.

For clarity, the age/mileage of the vehicle will be disregarded when considering a claim and components that fail due to wear and tear are covered; components that are worn but have not actually failed are not covered. All other terms and conditions of the warranty must be met.

Warranty Cover continued

What is Not Covered?

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

- Body components such as strikers, hinges or any component which may require adjustment from time to time
- Body panels, paintwork or glass
- Weather strips and body seals
- Interior trim, seat and seat belts
- Recharging of the air conditioning unit (unless required as part of a valid warranty repair)
- Software updates (unless required as part of a valid warranty repair)
- Renewal of brake components due to wear and tear
- Renewal of any clutch components due to wear, incorrect adjustment or misuse
- The clearing of fuel lines, filters, throttle bodies and pumps and damage to components due to the use of contaminated or incorrect fuel
- Airbags, wiring and connections, fuses, batteries, bulbs and LED illumination, exhaust systems, diesel particulate filters (catalytic converters are covered), wiper blades, wheel balancing and alignment, wheels, tyres and water ingress (including damage to covered parts caused by water)
- Oil leaks unless they require the removal of a major component i.e. engine, gearbox and/or differential. Lubricants, filter elements and any damage caused by frost or lack of oil, or anti-freeze or by impact, accident or negligence
- Traffic management system, telephone including Bluetooth, TV/DVD and satellite navigation system, associated equipment of all types
- Non-factory fitted radio cassette, CD player or any other in-car entertainment component
- Normal maintenance services, and the replacement of such items as, but not limited to, spark plugs and plug leads
- Any damage or losses to components that are not directly covered within the terms of this warranty
- Burnt out, sticking or pitted valves
- Damage resulting from the failure of a timing belt which has not been replaced as per the manufacturer's recommendations (proof required)

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

Warranty Conditions

The conditions of this warranty are set out below. We will only carry out repairs under this warranty if you agree to these conditions. Please take time to read them.

- 1** It is your responsibility to decide whether to authorise the dismantling of your vehicle. The Administrator will only pay for dismantling if it is part of a valid claim. The Administrator has the right to examine the vehicle and also have the damaged parts expertly assessed.
- 2** The Administrator can take over and conduct the defence or settlement of any claim. After payment is made we can undertake proceedings to get back any payment made under this warranty.
- 3** If your claim is also covered by any other policy, the Administrator will only pay their share of the claim.
- 4** If a false claim is made, this warranty will be void.
- 5** The Administrator is not liable for any statement or representation which contradicts the conditions of this warranty unless the statement or representation is supported in writing by the Administrator.
- 6** The reimbursement this warranty provides will not be more than the manufacturer's list prices for parts. Parts which can only be sourced from outside the UK will be reimbursed at the UK price of an equivalent part. Labour costs that are necessary to repair those parts will be reimbursed as per 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.
- 7** With every claim you make, you must provide a VAT receipt from a garage, repairer, *bona fide* vehicle hire or recovery company (if applicable to your claim).
- 8** We reserve the right to provide replacement parts and to carry out repairs under this warranty or to arrange their provision by other persons.
- 9** If you don't follow the manufacturer's service schedules, this warranty may not apply. 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 retain your service receipts as they may be required to validate any claim you make. Please note that your vehicle must be serviced by a VAT registered dealer unless we have agreed otherwise.

Warranty Conditions *continued*

10 This warranty does not cover the following:

- Any vehicle which does not conform to the UK DVSA vehicle type approval standards.
- Mechanical or electrical failure caused by faults which a qualified engineer appointed by the Administrator thinks could have reasonably existed before this warranty began.
- Any vehicle where the speedometer or odometer has been interfered with, altered or disconnected or has failed.
- Repairs, replacements or alterations not authorised by the Administrator or experimental equipment or routine servicing or maintenance of a vehicle which has been modified from the manufacturer's original specification.
- American imports, kit cars, motorcycles and motorhomes.
- Any vehicle used for hire or reward such as taxis, courier/delivery or driving school vehicles, or any commercial vehicle with a Gross Vehicle Weight (GVW) of more than 3.5 tonnes, or a vehicle used in any sort of competition, rally or racing.
- Any public service vehicles such as police vehicles, ambulances and military vehicles.
- Any vehicle owned by a motor trader or garage or associated companies or by the proprietor(s) of such motor trader or garage, or by an employee, friend or relative of such proprietor(s).
- The gradual reduction in operating performance (wear and tear) due to the age of the vehicle and/or the number of miles it has covered.
- Water ingress (including damage to covered parts caused by water)
- Any liability that you may have accepted by agreement unless you would have had that agreement anyway.
- Any liability for death, bodily injury, or damage to other property or any loss caused directly or indirectly by the claim or event giving rise to a claim under this warranty.
- Anything caused directly or indirectly by war, riot, revolution or any similar event, or by vandalism, theft or attempted theft from the vehicle.
- Injury, loss or damage that is caused by the following:
 - a** Ionising radiation, or radioactive contamination from any nuclear fuel or the nuclear waste arising from burning nuclear fuel.
 - b** The radioactive, toxic, explosive or other dangerous properties of any explosives, nuclear equipment or nuclear part of that equipment.

Warranty Conditions *continued*

- Any damage which is due to any type of accident or which is negligent or against the law of the country in which the incident occurred.
 - Any damage to parts which are being recalled by the vehicle's manufacturer or which have design faults.
 - Any parts which have not failed but which are replaced or reported during routine servicing.
 - Any loss, damage or failure which a qualified engineer appointed by the Administrator thinks could have been avoided or was totally or partly caused by a lack of maintenance.
- 11** A full detailed description of what components are covered and what components are not covered by your warranty and any excess where applicable are detailed in the What is covered? section on page 6.
- 12** The warranty period is shown in the Welcome Letter that accompanies this booklet.

It should be noted that:

- a** if the manufacturer's warranty expires early, the warranty will start and expire earlier and will reflect the warranty period purchased/provided.
- b** if the manufacturer's warranty is declared invalid or does not exist for whatever reason, the warranty will still start and expire on the dates shown in the Welcome Letter.

Policy Premium Payments

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

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

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

Please Note:

We will not automatically renew this cover after it expires, however, we will try to write to you at the last address you provided to give details on how to continue your cover. If you do not receive this renewal notification but would like to continue your cover, please contact us on 0344 573 8005.*

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

Additional Benefits

Vehicle Replacement

If you have a valid claim, you can claim up to £35 a day, including VAT but not including petrol and insurance, towards the cost of a replacement vehicle whilst your vehicle is being repaired. You are responsible for the first 24 hours that you cannot use your own vehicle. After this period, you can claim for a replacement vehicle for up to seven days.

You must get telephone approval direct from the Administrator before you use this service. The Insurer will not be liable for any additional costs in respect of:

- any delay the repairer may have waiting for parts or commencing repairs;
- parts transportation; or
- vehicle hire costs incurred awaiting parts transportation.

Towing-in 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 shown on a receipt from a *bona fide* recovery company.

Using Your Vehicle Abroad

Your Charles Hurst Renewal Warranty is valid anywhere in the UK (which includes Great Britain and Northern Ireland), the Channel Islands and the Isle of Man. The warranty is also valid whilst your vehicle is outside the United Kingdom for up to a total of 60 days per annum as long as you accept the following:

- The repair must be carried out in Europe which means countries who are members of the European Union or EFTA (European Free Trade Association).
- The Insurer will not pay more than the equivalent United Kingdom rate for labour charges and manufacturer's list prices for parts at the date of your claim.

In Europe, you can authorise repair work yourself. The Insurer's liability is up to the maximum claim limit (including VAT or the local equivalent). The Administrator will pay you in pounds sterling at the rate of exchange prevailing for the relevant currency at the time of failure, on receipt of a *bona fide* invoice.

How to Ask for a Repair under this Warranty

To make a claim on your Charles Hurst Renewal Warranty, please follow the steps below:

- 1 Take your vehicle to an Charles Hurst dealer or a VAT registered garage and provide them with the Warranty document.
- 2 The repairer must call our Administrator by telephoning **0344 573 8005** for prior approval.

Our Administrator will require details of:

- a The date that the fault was first noticed.
 - b The vehicle mileage.
 - c The reported fault.
 - d Details of the parts being replaced including a full detailed estimate of parts and labour.
- 3 Our Administrator will issue an authorisation number for the amount of the claim that they agree to.
 - 4 The repairer should then invoice our Administrator direct and send the invoice to:
**Charles Hurst Renewal Warranty, Jubilee House
5 Mid Point Business Park, Thornbury
West Yorkshire BD3 7AG.**
 - 5 Alternatively you may have to settle the invoice direct and claim the amount authorised by sending our Administrator a copy of the invoice.

Important – Repair work must not commence until our Administrator has agreed the claim. Failure to comply with this requirement will affect your ability to claim under this cover.

Repairs Abroad

If a breakdown happens outside of the United Kingdom the following process applies:

- The repair must be carried out in countries who are members of the European Union or EFTA (European Free Trade Association).
- We will not pay more than the equivalent UK rates of labour charges and manufacturer's parts list prices at the date of repair.
- You should authorise the repair work yourself and contact our Administrator for a refund when you return to the UK. Our liability is up to the claim limit set out in this document and detailed in the Welcome Letter we sent you.
- We will refund you in pounds sterling at the rate of exchange that applies at the time of the repairs, once we receive the original repair invoice.

How to Ask for a Repair under this Warranty continued

Payment

Our Administrator is not authorised to settle any amount until they have received the original repair invoice which, together with the repair approval number, must be sent to our Administrator.

To make sure you receive the highest levels of service, telephone calls to our Administrator are recorded.

Charles Hurst Assistance (Optional)

Peace of Mind Motoring

Charles Hurst Assist is one of the most comprehensive roadside assistance packages available and provides you with the following cover:

Roadside Assistance

Provides assistance for vehicles following a breakdown due to mechanical or electrical failure, tyre puncture, or a road traffic accident that leaves the vehicle undriveable.

Home Start

Gives you breakdown assistance following a breakdown at or within a one mile radius of your home address.

Nationwide Recovery

Provides recovery of an immobilised vehicle (including a caravan or trailer which was on tow at the time) and up to a maximum of five people to the nearest garage able to undertake the repair. If this is not possible at the time, you will be transported to your home, or your original destination.

Important

This is only a summary of the cover available. The definitions, conditions and exclusions are shown on the following pages.

If you need Assistance, call us on **0344 573 8083**

Tell the controller who answers your call:

- Your car registration number
- Where your vehicle is
- What seems to be the problem.

STRICTLY FOR RESCUE 0344 573 8083

Policy Definitions

Us/We/Our – means Charles Hurst Assist.

You, Your – the person named on the welcome letter.

Vehicle – the vehicle covered by Charles Hurst Assist as shown on the welcome letter.

Breakdown – a mechanical or electrical failure, puncture or accident, which immediately renders the vehicle immobile.

Territorial Limits – means Great Britain, Northern Ireland, The Channel Islands and The Isle of Man.

Charles Hurst Assistance **continued**

Important Note

Details of Charles Hurst Assist cover may not reach us by the time assistance is required. In this unlikely event, we will always assist customers, but before assistance can be provided, we will ask you to provide immediate payment for the service required by Credit or Debit card. A payment receipt will be sent to you in order for you to seek reimbursement from the Administrator.

This payment can be claimed back from Charles Hurst Assist when your details are confirmed as being on their records. Please contact us if you have any questions concerning this procedure.

Terms and Conditions

If your vehicle breaks down as defined, cover will be provided as follows:

Roadside Assistance and Nationwide Recovery

If your vehicle breaks down due to mechanical or electrical failure, sustains a puncture or is involved in an accident, we will send help to the scene. We will arrange to pay call out fees and mileage charges needed to repair or assist with the vehicle. If, in the opinion of our recovery operator, they are unable to repair the vehicle at the roadside we will assist in the following way:

- Arrange and pay for your vehicle, you and up to five passengers to be recovered to the nearest garage able to undertake the repair.
- If the above is not possible at the time, we will arrange for your vehicle, you and up to five passengers to be transported to your home or original destination.

Home Assist

We will despatch one of our recovery operators to your home address or within a one-mile radius only.

Please note: Any repairs undertaken by our recovery operators at their premises are provided under separate contract, which is between you and the garage.

Caravans and Trailers

If your vehicle breaks down and your caravan/trailer is attached, provided that it is fitted with a standard towing hitch and does not exceed 23 feet in length, your caravan/trailer will be recovered with your vehicle at no extra cost.

Message Service

If you require, we will gladly pass on two messages to your home or office to let them know of your predicament and ease their worry.

Charles Hurst Assistance **continued**

Accident Cover

If your vehicle is involved in an accident rendering it immobile or illegal we will transport your vehicle to a nominated local address within the United Kingdom.

Puncture Cover

If your vehicle sustains a puncture and you are unable to change the wheel, service will only be provided if your vehicle is carrying a serviceable spare wheel or inflation kit. If your vehicle was never provided with a spare wheel by the manufacturer and the inflation kit is ineffective due to a badly damaged tyre, then we will provide service under the terms of the vehicle being immobilised.

In the event your vehicle is fitted with run-flat tyres and due to the time of day or local stock availability a replacement cannot be found within the 50 miles the vehicle can be driven for on a run-flat tyre, you and your vehicle would be recovered to your home or original destination in the same way as any other irreparable breakdown.

Toll Fees

We will pay ferry and toll fees ONLY within the confines of the United Kingdom as part of the recovery.

Charles Hurst Assistance *continued*

Charles Hurst Assist does not cover the following:

- Any caravan/trailer where the total length exceeds 23 feet or where it is not attached to the vehicle with a standard towing hitch.
- Contracts not registered with us.
- The cost of any parts, components or materials used to repair the vehicle.
- Any costs or expenses not authorised by our rescue controllers.
- The cost of food, drinks, telephone calls or other incidentals.
- The cost of alternative transport.
- The cost of fuel, oil or insurance for a hire vehicle.
- The recovery of the vehicle and passengers if repairs can be carried out at or near the scene of the breakdown within a reasonable time. If recovery takes effect we will only recover to one address in respect of any one breakdown.
- Overnight accommodation or car hire charges.
- Breakdowns caused by failure to maintain the vehicle in a roadworthy condition including maintenance of proper levels of oil and water. If, in the opinion of our recovery operator, the vehicle is found to be un-roadworthy due to lack of maintenance, unless servicing records can be provided, we may terminate your Assistance package immediately notifying you by letter what action we have taken.
- Vehicles where service cannot be effected because the vehicle does not carry a serviceable spare wheel of the correct size for your vehicle.
- 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.
- 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.
- Overloading of the vehicle or carrying more passengers than it is designed to carry.
- Claims not notified prior to expenses being incurred.
- The charges of any other company (including Police recovery) other than our recovery operator.
- Loss or damage to the vehicle or its contents.
- Direct or indirect loss, damage or liability caused by, contributed to or arising from:
 - a** Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear waste from the combustion of nuclear fuel;
 - b** The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof;
 - c** Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power.

Charles Hurst Assistance *continued*

- Any false or fraudulent claims.
- Failure to comply with requests by us or our recovery operators concerning the assistance being provided.
- Fines and penalties imposed by courts.
- Any charges where you, having contacted us, effect recovery or repairs by other means.
- Ferry and toll charges outside of Mainland UK.
- Any claims relating to the following:
 - a** Vehicles in excess of 35 cwt-3.5 tonnes.
 - b** Vehicles more than 17 feet long, six feet three inches wide or eight feet high.
- Any service or insurance cover where remedial action has not taken place following a previous breakdown.
- More than six callouts per contract per year.
- Claims totalling more than £2,500 in any one year.
 - 1** We will provide cover if:
 - a** You have met all the terms and conditions within this contract.
 - b** The information provided to us, as far as you are aware, is correct.
 - 2** The driver of the vehicle must remain with or nearby the vehicle until help arrives.
 - 3** We may cancel the contract by sending seven days' notice to your last registered address.

Charles Hurst Assist Helpline **0344 573 8083**.

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 accordance with the Legislation.

5. Your Rights

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

Privacy and Data Protection Notice

continued

6. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with the Data Controller's data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the contract, or the Data Controller's business relationship with you, unless the data must be retained for a longer period due to business, legal or regulatory requirements.

If you have any questions concerning the Data Controller's use of your personal data, please contact:

The Data Protection Officer
Car Care Plan Limited
Jubilee House
5 Mid Point Business Park
Thornbury
West Yorkshire BD3 7AG
England.

Complaints Procedure

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

In the unlikely event of a complaint, you should contact the Administrator on 0344 573 8005, or in writing to:

The Customer Services Manager, Charles Hurst Renewal Warranty, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

You can also email us at complaints@motor-admin.com.

If it is not possible to reach an agreement, you also have the right to ask the Financial Ombudsman Service to review your case. The right to apply to the Ombudsman must be exercised within six months of the date of our final decision. For more information you can visit the Financial Ombudsman Service website:

www.financial-ombudsman.org.uk or write to:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Telephone: 0800 023 4567 or 0300 123 9123.

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority trading standards service or Citizens Advice Bureau.

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.



Motor Industry Code of Practice for

Vehicle Warranties

Financial Services Compensation Scheme

Motors Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if the Insurer is unable to meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim amount, without any upper limit.

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

Cancellation and Cooling-off Period

We hope you are happy with the cover this policy provides. If after reading your policy document, however, this insurance cover does not meet with your requirements, you have 30 days from the date you received your policy documents to cancel the policy and obtain a full refund. To cancel your policy within this 30-day period please contact the Administrator on **0344 573 8005**.

If you wish to cancel your policy after this 30-day period, you can cancel at any time and receive a *pro rata* refund. To cancel your policy please contact the Administrator by calling **0344 573 8005** or by writing to: **Charles Hurst Renewal Warranty Administration, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG**.

The percentage refund will be calculated from the date your request to cancel is received. An administration fee of £20 will be deducted from the calculated amount prior to any refund being paid.

If you have paid for your policy in cash, as opposed to a Car Care Plan Ltd instalment agreement, provided you have not made a successful claim, the Administrator will provide you with a refund proportional to the length of time the policy has been in force and is calculated using the policy start date. The amount of refund you receive will be based on each full calendar month remaining on your policy as a percentage of the original duration of your policy less an administration fee of £20.

If you have paid for your policy by instalment payments through an instalment agreement with Car Care Plan Ltd, any refund amount owed to you will be calculated in line with the following rules:

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

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

- 1 If the refund you are eligible for is in excess of the total outstanding instalment payments you owe Car Care Plan Ltd, we will pay the difference directly to you; or
- 2 If the refund you are eligible for is less than the total outstanding instalment payments you owe Car Care Plan Ltd, the refund will be applied as part payment of your total outstanding instalment payments. You will continue to be responsible for paying the remaining outstanding payments on your instalment agreement with Car Care Plan Ltd until the balance calculated at the time of notice of cancellation received by the Administrator has been settled.

Cancellation and Cooling-off Period continued

There will be no refund entitlement under the following circumstances:

- in the last 30 days of cover
- if a successful claim has been made

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

Please note where you have selected Assistance as part of your renewal warranty package, if you choose to cancel your warranty your assistance will be automatically cancelled alongside this.

Peace of Mind Motoring

Charles Hurst Renewal Warranty Claims	0344 573 8005
Charles Hurst Assist	0344 573 8083
Customer Service	0344 573 8005

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

Administered by



Car Care Plan

An AmTrust Financial Company

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

CCP 10739
PB09530 – 11/2020