

MOT TEST WARRANTY

DISCOVERY





IMPORTANT

The cover provided and duration of cover apply only to the vehicle described in the Registration Confirmation Letter that will have been sent by Discovery Approved Warranty Administration and accompanies this handbook.

Please keep this handbook somewhere safe, as you will need to show it to your retailer if you have to make a claim.

We hope that this handbook is easy to understand and explains clearly all the benefits of your MOT Test Warranty. However, if anything is unclear, or you have any questions, please contact your supplying retailer or our Client Services staff on **0344 573 8055**.

This MOT Test Warranty is provided by Jaguar Land Rover Ltd.

CONTENTS

How to Claim	3
What your MOT Test Warranty Covers	5
Terms and Conditions	10
Definitions	14
Important Information	16

HOW TO CLAIM

Simply take your vehicle to the nearest Land Rover retailer and hand over:

1. This MOT Test Warranty booklet and your Registration Confirmation Letter.
2. Proof of servicing.
3. The previous valid MOT Certificate (if applicable) and the notification of refusal to issue an MOT Certificate (VT30) citing the reasons for failure.

The retailer will then take responsibility for establishing that the parts involved in the repair, deemed necessary by the 'notification of refusal to issue an MOT Certificate' (VT30), are covered by this MOT Test Warranty.

The retailer will be responsible for obtaining prior authorisation from the Discovery Approved Warranty Administration Claims Department.

Claims telephone number: 0344 573 8055.

Important: No repair should commence until the Discovery Approved Claims Department gives authorisation. When, and if, the vehicle is granted an MOT Certificate (VT20) the retailer will forward a copy of a completed repair invoice.

All invoices should be made payable to Jaguar Land Rover Ltd, MOT Test Warranty claim invoices and associated correspondence should be sent to:

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

The Discovery Approved Claims Department reserves the right to examine any vehicle and subject the parts being repaired to expert assessment before commencement of any repairs. It shall be clearly understood and agreed that in the event of any dispute arising as to the extent of the liability, the decision of the assessor shall be final and binding on the Administrator and the MOT Test Warranty holder.

Note: Claims must be notified to and invoices received by Discovery Approved Claims Department within 30 days of the date of completion of the repairs, otherwise they cannot be accepted. Claims notified or invoices received beyond this period will be subject to review in terms of the reason for delay and it will be at the Administrator's discretion to accept such claims. No payment can be made until the relevant invoice(s) has been received and approved by the Administrator.

WHAT YOUR MOT TEST WARRANTY COVERS

Discovery MOT Test Warranty covers the cost of repair, replacement and/or adjustment to the vehicle of the specified parts listed below which are covered as a direct consequence of such parts being cited in a 'notification of refusal to issue an MOT certificate' (form VT30), prepared during the period of cover, as causing the vehicle to fail its MOT test. Accidental damage is not covered under this MOT Test Warranty.

This Discovery MOT Test Warranty will apply to the next MOT test due as the cover is for vehicles three-ten years old and only during the period specified in the Registration Confirmation Letter.

Lamps, Reflectors and Electrical Equipment

Lamps including Xenon, High Intensity Discharge (HID), Light Emitting Diodes (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, electrical failure, misalignment, water ingress, and corrosion. Failure of the horn. Battery retaining bracket/stay/support for failure due to insecurity (please note the battery is not a covered item). Switches, instrument panel, warning lights and wiring are specifically excluded.

Steering and Suspension

Manual and power steering units, operation of steering lock (where fitted), drag links, track rods/ends, transmission shafts, Constant Velocity (CV) joints and boots, shock absorbers, road springs, wishbones, anti-roll bar links, swivel joints, mountings and bushes, sub-frames and wheel bearings are covered for failure due to: Wear, seizure, leakage, and insecurity. Steering wheel for cracks or fractures.

Brakes

Brake master cylinder, wheel cylinders, calipers, discs, drums, electronic parking brake control, Electronic Stability Control (ESC) components, load compensator, Anti-lock Braking System (ABS), modulator/sensors/computers and brake pipes, hoses, cables are covered for failure due to wear, leakage, seizure, splits/cracks, corrosion, adjustment and electrical failure. Brake frictional material is excluded.

Seat Belts and Supplementary Restraint System (SRS)

Mountings, belts, retractors and buckles, SRS components including airbags, seat belt pre-tensioners and seat belt limiters are covered for failure due to wear, non-function and insecurity.

Body, Structure and General Items

Vehicle structure and any factory-fitted components are covered for corrosion. Failure due to accident damage is specifically excluded. Engine mountings for excessive movement/insecure/fractured or damaged are covered. Tow bars and their associated electrical components are covered when factory-fitted.

Fuel and Emissions

Throttle body, airflow meter, Lambda sensor, Exhaust Gas Recirculation (EGR) valve and cooler, catalytic convertor, fuel injection Electronic Control Unit (ECU) and Diesel Particulate Filter (DPF) sensors are covered for failure to meet MOT exhaust gas emission standards (warning lights, tuning and adjustments or any damage caused by contaminated fuel and/or inappropriate fuel are not covered under this section). Fuel leaks are not covered.

Driver's View of the Road

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

Unless listed above, all other components are specifically excluded from the cover provided by this MOT Test Warranty.

Maximum Claim Liability

Where liability for the cost of repairs is admitted under this MOT Test Warranty, the Warranty Holder will be reimbursed repair costs up to a maximum aggregate of £750.00 (including VAT) during each period of MOT Test Warranty. **The first £50.00 of any claim must be paid by the Warranty Holder.**

Your MOT Test Warranty Does Not Cover:

- The MOT test and re-test fee.
- Pre-MOT repairs and faults noted as "Advisory" which do not fail the MOT Test.
- Actual tuning and adjustments to the fuel system.
- Excludes high voltage battery on Electric and PHEV vehicles, please refer to the original manufacturer's battery warranty.

Any component failure, damage or losses

- to components not directly covered under the terms and conditions of this warranty or covered by any other existing warranties or insurances.
- to the Warranty Holder in excess of the maximum claim liability.
- which are said by a qualified engineer appointed by the Administrator to have existed before the start of this MOT test Warranty.
- repairs, replacement or alterations not authorised by the Administrator.

- parts which have not failed the MOT Test but which are replaced or reported during routine servicing, or repair of other non-covered parts that have failed.
 - which occur while the vehicle is outside the territorial limits detailed in this booklet.
 - resulting from any act or omission that is negligent or against the law, accident damage, misuse, neglect, overloading or abnormal use.
 - which occurred as a result of any accessory being fitted (unless the accessory is approved by the manufacturer for use on the vehicle and fitted according to instructions provided by the manufacturer of the accessory).
 - as a result of water ingress e.g. through damaged or ineffective door, window or roof seals, through doors or sunroofs left open, or caused by flood water.
 - where the speedometer has been interfered with, altered, disconnected or does not work.
 - which have resulted from a failure to arrange for an obvious fault to be rectified.
- liability for death, bodily injury or damage to other property or any loss caused directly or indirectly by the claim or event which gives rise to claim under this MOT Test Warranty.
 - caused directly or indirectly by war, riot, revolution or any similar event or by vandalism, theft or attempted theft from the vehicle.
 - liability that would not have attached to the Company under any agreement or contract had that contract or agreement not been in force.

Vehicles and Vehicle Uses your Warranty Does Not Cover

- Non-UK-registered left-hand drive and Grey Import vehicles.
- Any public service vehicles such as police, fire vehicles, ambulances and military vehicles.
- Any vehicle used for hire or reward (e.g. taxis, self-drive, driving schools, chauffeur, etc.), or used in any kind of competition. However, vehicles frequently used for wedding, funeral or similar services are not excluded, provided the motor car covers no more than 5,000 miles/8,000 kms per annum.
- Any vehicle with an unladen weight of more than 3.5 tonne GVW.
- Any vehicle used in any sort of competition, track days, rally or racing.

TERMS AND CONDITIONS

To help you understand this MOT Test Warranty, the conditions are set out below. Please take time to read them.

- 1. Warranty Holder** The Warranty Holder is the only person who is entitled to make a claim under this MOT Test Warranty.
- 2. Vehicle** Any claim under this MOT Test Warranty must relate to the vehicle described in the Registration Confirmation Letter.
- 3. Warranty Period** The warranty period appears on the Registration Confirmation Letter that accompanies this handbook.
The warranty will expire on the date or mileage shown in this letter, whichever occurs first.
- 4. Authorisation** No repairs are to be commenced until authorised by our Administrator.
- 5. Payment for Repairs** When a franchised Land Rover retailer undertakes a repair, they will obtain prior authorisation from our Administrator and will invoice us the cost of the repair. In certain circumstances, our Administrator may authorise a repair by another VAT registered repairer in the UK.
- 6. List Prices** This MOT Test Warranty does not cover costs that are more than the manufacturer's UK warranty prices for parts and labour costs that are necessary to repair any failed parts.
- 7. Invoices to Support Claims** With every claim you make you must provide a VAT receipt from a Land Rover authorised repairer or other VAT registered repairer. All invoices should be made payable to Jaguar Land Rover Ltd.
- 8. Inspection of Vehicle and Parts** Discovery Approved Warranty Administration reserve the right to inspect the vehicle before authorising repairs and may also arrange for parts to be examined by a claims assessor. You may be asked to ensure that a faulty part is retained for our inspection following a repair.

9. Repair/Replacement of Parts Discovery Approved Warranty Administration obligation's under this Warranty are limited to repairing or replacing at its option any part(s) which prove to be defective. When replacing any defective part, genuine parts will be used, unless they are not available to complete a repair in a timely manner. In these circumstances the repairer may use alternatively sourced parts which may be new, used, rebuilt, refurbished or non-original manufacturer parts that perform to the factory specifications of OR similar features and functionality as the original product/part/component. There is no guarantee that a replacement will be the same model, size, dimensions, or colour as the previous part. It is the responsibility of the repairer to ensure any alternatively sourced parts are fit for purpose and meet the manufacturer's specifications. In some circumstances, no parts will be available to complete the repair in a timely manner. In this situation a cash settlement equivalent to the cost of repair will be provided. The value of this will be calculated using the parts and labour reimbursement rates and standard labour times that would have

been used if the repair had been completed. Any payment will also be subject to the clam liability of the warranty.

10. Dismantling the Vehicle It is your responsibility to authorise the dismantling of your vehicle. The Company will only pay for dismantling if it is part of a valid claim.

11. Design Faults and Recalls Any damage to parts, which are being recalled by the vehicle's manufacturer or which have inherent design faults are not covered by this MOT Test Warranty.

12. Servicing and Service Records If you do not follow the manufacturer's service schedules, this Warranty may not apply. When you have your vehicle serviced, you are allowed 1,000 miles either side of the service mileage or one month either side of the time period, whichever is the sooner.

A Land Rover retailer or a VAT registered garage should carry out the servicing, and receipts retained as Discovery Approved Warranty Administration are entitled to check the service record in the event of a claim.

13. Modification to Vehicle If the vehicle has been modified in any way you must declare this prior to acceptance of the MOT Test Warranty.

This MOT Test Warranty is designed to cover vehicles built to the manufacturer's original specification. If your vehicle has been modified with any non-manufacturer supplied parts that are associated to the items covered by the MOT Test Warranty, we reserve the right to decline any claim that may occur due to the failure of a modified part.

Any vehicle fitted with wheels and tyres that exceed Discovery maximum approved size and diameter must be declared prior to application for the warranty as fitment of such wheels and tyres could invalidate the MOT Test warranty.

14. False Claims If you make a false claim, this MOT Test Warranty will be cancelled and you will forfeit all benefits. No refund will be paid in such circumstances.

15. Other Warranties and Insurance If your claim is also covered by any other Warranty, the Company will only pay its share of the claim.

16. Legal Proceedings Following the acceptance of any claim under this cover, we will have the right to conduct legal proceedings or enter into formal arbitration on your behalf. In doing so, the company and/or their insurers will be entitled to take action in your name. The cost of the action will be our responsibility, unless you have agreed in writing to an alternative arrangement. We will be entitled to any compensation and/or indemnity benefit obtained through these proceedings, to the extent that these relate to costs or potential liabilities covered by the warranty. We will also be entitled to the costs of this action, if they are assigned to you.

17. Invoices All invoices for repairs should be made out to Jaguar Land Rover Ltd c/o Discovery Approved Warranty Administration.

18. Administrator Discovery Approved Warranty Administration is authorised by Jaguar Land Rover Limited to act as their agents in relation to this MOT Test Warranty. They manage and administer all Discovery Approved Warranty Services.

All claims and correspondence should be submitted through them at the following address:

**Discovery Approved Warranty Administration
Jubilee House
5 Mid Point Business Park
Thornbury
West Yorkshire BD3 7AG.**

19. Cancellation Rights You have the right to cancel this warranty at any time. Please contact your supplying retailer or the Administrator who will arrange cancellation. Please note, as this warranty has been provided free of charge no refund will be payable.

20. Vehicle Ownership The vehicle will not be covered by this MOT Test Warranty whilst it is owned by a motor trader or garage or associated companies or by the proprietor(s) of such motor trader or garage.

21. Governing Law and Jurisdiction This contract shall be governed by and construed in accordance with the laws of England and Wales. Any and all disputes arising in relation to this contract shall be submitted to the exclusive jurisdiction of the English courts.

22. Statutory Rights Nothing in these conditions will reduce your statutory rights relating to faulty or mis-described goods. For further information about your statutory rights contact your local Trading Standards Department or Citizens Advice Bureau.

23. Territorial Limits Cover under this Discovery MOT Test Warranty only applies within the UK and may only be granted to individuals residing or corporate bodies registered in the United Kingdom.

24. The Administrator shall not be liable for any statement or representation, written or verbal (by whomsoever made), which contradicts the Terms and Conditions in this MOT Test Warranty, unless such statement or representation is supported in writing by the Company on their behalf.

25. MOT Warranty Transfer This MOT Test Warranty is non-transferable.

DEFINITIONS

Administrator

Car Care Plan Ltd trading as:
Discovery Approved Warranty Administration
Jubilee House
5 Mid Point Business Park
Thornbury
West Yorkshire BD3 7AG.

Company

Jaguar Land Rover Limited
Abbey Road
Whitley
Coventry
England CV3 4LF.

Company number 1672070.

Europe

Countries which are members of the European Union or
EFTA (European Free Trade Association).

Jurisdiction Clause

Any dispute concerning this Warranty will be decided by
the application of English Law.

Period of Warranty

The warranty period appears on the Registration
Confirmation Letter.

Period of MOT Test Warranty

Applicable to the vehicle's next MOT Test following a
scheduled service of the vehicle*.

* Minimum one month from the date of vehicle service.

Warranty Holder

The person on the Registration Confirmation Letter.

Vehicle

The motor vehicle referred to on the Registration
Confirmation Letter.

Registration Confirmation Letter

This is the confirmation that the warranty application has been accepted.

When you receive the Registration Confirmation Letter, please check that it contains the correct details.

IMPORTANT INFORMATION

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 8055, or in writing to:

The Complaints Team

Discovery Approved Warranty Administration

Jubilee House

5 Mid Point Business Park

Thornbury

West Yorkshire BD3 7AG.

You can also email the Administrator at:
complaints@motor-admin.com.

Please tell the Administrator your name and your claim number or product 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.

This procedure is in addition to your legal rights as a consumer.

We abide by the Motor Industry Vehicle Warranty Products Code of Practice which can be found on The Motor Ombudsman website at www.TheMotorOmbudsman.org.

The Motor Ombudsman will offer free impartial information and if appropriate an alternative dispute resolution process in the event that you are not satisfied with the outcome of a concern.

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

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.



Vehicle Warranties

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 on page 22 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.



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