

JAGUAR MOT TEST WARRANTY HANDBOOK



THE ART OF PERFORMANCE



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 Jaguar Approved Warranty Administration and accompanies this handbook.

It makes sense to keep this handbook in your vehicle, 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 Customer Services staff on **0344 573 8065**.

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

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HOW TO CLAIM

Simply take your vehicle to the nearest Jaguar 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 Jaguar Approved Warranty Administration Claims Department.

Claims telephone number: 0344 573 8065.

Important: No repair should commence until the Jaguar 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:

Jaguar Approved Warranty Administration

Claims Department

Jubilee House

5 Mid Point Business Park

Thornbury

West Yorkshire BD3 7AG.

The Jaguar 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 Jaguar 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

Jaguar 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 Jaguar 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 component 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.

DRIVERS 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.
- Any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any system, software programme malicious code, virus or process or any other electronic system.

VEHICLES AND VEHICLE USES YOUR MOT TEST 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 Jaguar 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 Jaguar authorised repairer or other VAT registered repairer. All invoices should be made payable to Jaguar Land Rover Ltd.
- 8. Inspection of Vehicle and Parts** Jaguar 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** Jaguar Approved Warranty Administration's obligations under this MOT Test Warranty are limited to repairing or replacing at its option any part(s) which prove to be defective. When replacing any defective parts genuine Jaguar parts must be used.
- 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 Jaguar retailer or a VAT registered garage should carry out the servicing, and receipts retained as Jaguar 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 Jaguar 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 Jaguar Approved Warranty Administration.

- 18. Administrator** Jaguar 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 Jaguar Approved Warranty Services.

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

**Jaguar 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 Jaguar MOT Test Warranty 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 Jaguar 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.

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.

VEHICLE

The motor vehicle referred to on the Registration Confirmation Letter.

WARRANTY HOLDER

The person on the Registration Confirmation Letter.

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 8065**, or in writing to: **The Customer Services Manager, Jaguar 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.

Your statutory rights as a consumer are not affected by the above procedure.

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.



Vehicle Warranties

PRIVACY AND DATA PROTECTION NOTICE

1. DATA PROTECTION

Jaguar Approved Warranty Administration (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.

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



JAGUAR APPROVED WARRANTY ADMINISTRATION

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

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