

## Ford Protect Warranty – Terms and Conditions

### General

At Ford We stand behind the vehicles that We make. This is Your Warranty promise from Us which provides You with protection against manufacturing defects in Your Vehicle.

Your Warranty supplements and does not affect Your legal rights under the Vehicle purchase contract with Us or with Your selling Authorised Dealer or under applicable national legislation governing the sale of consumer goods.

### Your Warranty Documents

During Your Base Warranty Period the terms and conditions of Your Warranty are those set out in Your Service Portfolio.

The purpose of this document is to set out the Terms and Conditions of the Ford Protect Warranty for Cars and Commercial Vehicles applicable after the expiry of the relevant Ford Base Warranty. For Cars a standard free of charge Base Warranty for three years/60,000 miles is applicable (see “Base Warranty Period” definition below). For Commercial Vehicles a standard free of charge Base Warranty for three years/100,000 miles is applicable (see “Base Warranty Period” definition below).

If your Car or Commercial Vehicle has a Ford Protect Warranty extension beyond the standard free of charge warranty, this will be documented for fleet customers in the Fleet Terms.

Your Warranty terms and conditions applicable after the expiry of Your Base Warranty are those set out in this document. Please read these documents carefully and retain them in a safe place for future reference.

### Definitions

The following words have the same meaning wherever they appear in this document:

<b>Affiliates</b>	the group of companies related to Us by common control or ownership and a full list is available on <a href="http://www.ford.co.uk/useful-information/privacy-policy">www.ford.co.uk/useful-information/privacy-policy</a> ;
<b>Authorised Dealer</b>	a vehicle dealer located in the Geographical Area that has been authorised by Us or by one of Our affiliated Ford companies to undertake Vehicle sales and/or warranty repairs;
<b>Base Warranty</b>	the warranty (effective during the Base Warranty Period) provided by Us to You for Your Vehicle, the terms and conditions of which are set out in Your Service Portfolio;
<b>Base Warranty Period</b>	for Cars, the period from the date of first registration of Your Car until the expiry of three years or 60,000 miles, whichever occurs first, time and mileage measured from the date of first registration of Your Car;  for Commercial Vehicles, the period from the date of first registration of Your Commercial Vehicle until the expiry of three years or 100,000 miles, whichever occurs first, time and mileage measured from the date of first registration of Your Commercial Vehicle;
<b>Car</b>	the new Ford passenger car purchased by You either directly from Us or supplied by Us and sold via an Authorised Dealer located in the United Kingdom (including for the purpose of this Warranty only, a Fiesta Van or a Ranger);
<b>Certificate</b>	the warranty certificate issued by Us or by an Authorised Dealer and signed by You which confirms the details of Your Warranty;
<b>Commercial Vehicle</b>	the new Ford commercial vehicle, including Tourneo Connect and Tourneo Custom purchased by You either directly from Us or supplied by Us and sold via an Authorised Dealer located in the United Kingdom;
<b>Fleet Terms</b>	Your Fleet Special Terms and Conditions entered into between Us and You, together with the Addendum detailing the agreed terms or any other fleet supply contract that has been entered into between Us and You;
<b>Ford Service History Log</b>	the scheduled maintenance record which forms part of the Service Portfolio and serves as a record of the servicing work that has been undertaken in relation to Your Vehicle;
<b>Geographical Area</b>	Albania, Andorra, Austria, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech republic, Denmark, Estonia, Finland, France, Germany, Gibraltar Greece, Hungary, Iceland, Ireland, Italy, Kosovo, Latvia, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Montenegro, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Russia, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine and United Kingdom;
<b>Service Intervals</b>	The service intervals which We recommend for Your Vehicle and which are set out in Your Service Portfolio;



<b>Service Portfolio</b>	the service portfolio provided to You by Us or by the Authorised Dealer when You purchased Your Vehicle;
<b>United Kingdom</b>	England, Scotland, Wales, Northern Ireland, Isle of Man, Jersey and Guernsey;
<b>Vehicle</b>	either a Car or a Commercial Vehicle;
<b>Warranty</b>	the Base Warranty and, if applicable, the Ford Protect warranty provided by Us to You for Your Vehicle on the terms and conditions set out in this document;
<b>Ford Protect Warranty Period</b>	<p>For any Car (purchased new by a retail customer) with an warranty extension, the period which You have selected as identified on Your Certificate, being one of the following</p> <ul style="list-style-type: none"> <li>• <b>Ford Protect Classic Fourth:</b> the period commencing on the day immediately following expiry of Your Base Warranty until the expiry of 4 years or 80,000 miles, whichever occurs first, time and mileage measured from the date of first registration of Your Car;</li> <li>• <b>Ford Protect Classic Fifth:</b> the period commencing on the day immediately following expiry of Your Base Warranty until the expiry of 5 years or 100,000 miles, whichever occurs first, time and mileage measured from the date of first registration of Your Car;</li> </ul> <p>For any Car or Commercial Vehicle (purchased new by a fleet customer) with a warranty extension, the period commencing on the date of first registration of Your Vehicle until the Warranty expiration date and/or maximum mileage specified in the Fleet Terms entered into with Us. Such time and mileage measured from the date of first registration of Your Vehicle.</p>
<b>We, Us, Our</b>	Ford Motor Company Limited, Eagle Way, Brentwood, Essex CM13 3BW; and
<b>You, Your</b>	the owner and registered keeper of the Vehicle.

## Our Promise

Subject to the terms and conditions stated in this document, We warrant that if, during the Warranty Period, a failure due to faulty workmanship or faulty materials appears in any part of Your Vehicle as originally manufactured by Us other than those specifically excluded (see below) We will, without charge to You, repair (or, at Our option, replace) such part(s) at an Authorised Dealer.

Our decision, or the Authorised Dealer's decision, as to whether any repairs or replacement of parts fall within the scope of Our Warranty shall be final.

## Your Responsibility

**To ensure You receive the benefit of the Warranty contained in this document, You must comply with the following:**

1. You must:
  - 1.1 perform, or arrange for someone to perform, the required maintenance to Your Vehicle on a timely basis in accordance with the Service Intervals;
  - 1.2 ensure that Your Vehicle is serviced in accordance with the relevant service check sheet for Your Vehicle (details of such check sheets for Your Vehicle can be found at [www.etis.ford.com/fordservice](http://www.etis.ford.com/fordservice)) and that the correct parts and fluids have been used. The servicing must be undertaken within +/- 1,000 miles or one month of the applicable Service Interval. You should also ensure that Your Service and Scheduled Maintenance Record is completed and stamped and that You retain all relevant invoices/receipts;
  - 1.3 regularly check Your Vehicle at the standard frequencies and mileage specified by Us in the Service Portfolio in respect of radiator coolant levels, battery, tyres, brake fluid and engine oil levels and adjusting the same where required;
  - 1.4 maintain paint and bodywork by regular cleaning in accordance with the requirements set out in the Owner's Manual and Service Portfolio;
  - 1.5 inform Ford as soon as possible of any defect or failure in Your Vehicle's odometer or of the fitting of any replacement odometer to Your Vehicle;
  - 1.6 ensure that the body panels are examined regularly by an Authorised Dealer in accordance with the body and paint check intervals which are set out in the section of the Service Portfolio headed "Servicing Your Vehicle"; and

Last updated: September 10<sup>th</sup>, 2018. For use with Retail and Fleet customers only.

- 1.7 in the event that faulty workmanship or faulty materials appear in any part of Your Vehicle:
  - (a) present Your Vehicle to an Authorised Dealer as soon as reasonably possible after You become aware of the faulty workmanship or faulty materials; and
  - (b) before any Warranty work is carried out to Your Vehicle, produce Your Ford Service History Log duly stamped to show what servicing work has been completed and if so requested, produce the invoices/receipts which relate to the servicing work which is shown as having been completed. Any failure to meet Your obligations as specified in paragraph 1 above will invalidate Your Warranty on affected parts (but the Warranty shall remain valid for all other parts).
2. All parts which are replaced under this Warranty shall belong to Us.
3. For Warranty repairs that are undertaken by an Authorised Dealer outside of the United Kingdom You may, at the discretion of the relevant Authorised Dealer, be required to pay for settlement of the Dealer's invoice directly and to submit a claim for reimbursement to Us once You have returned to the United Kingdom. Please retain all invoices and supporting receipts for those purposes. If relevant and practical to do so You should also retain the defective part and contact Us upon Your return to the United Kingdom to make arrangements for the part to be sent to Us should We so request.

## What is not covered

4. The following are excluded from the scope of this Warranty:
  - 4.1 **Normal Wear and Tear** – normal wear and tear to any of the following parts: ancillary drive belts, batteries, brake pads, brake shoes, brake discs, clutch disc and other friction components, light bulbs, clutch facings, exhaust pipes and silencers (although catalytic convertors are covered), fuses, lamps, shock absorbers and Macpherson struts, front suspension parts, tyres, wiper blades;
  - 4.2 **Trim and Bodywork** – interior trims, glass (heating elements are covered), seat covers, frames, springs, headrests, pads, bumpers, mouldings, paint, sheet metal, water ingress, weather strips, body seals, aerials and wheels;
  - 4.3 **Standard Service Parts** - air cleaner elements, cabin air filters (where applicable), DPFs (diesel particulate filter), fuel filters, oil filters and gaskets, spark plugs, timing belts, oil and fluids; and/or
  - 4.4 **Checks and Adjustments** – minor checks and adjustments to vehicle components where no component replacement is required – for example, tightening or loosening of a part.
5. We shall not be responsible for any damage, repair or replacement that becomes required as a direct result of :
  - 5.1 neglect, flooding, accident, rallying, racing or any other improper use;
  - 5.2 any Normal Wear and Tear of any part (for example, if Normal Wear and Tear of the brake pads causes damage to the brake discs);
  - 5.3 failure to properly maintain Your Vehicle in accordance with Our servicing requirements (referenced in paragraph 1 above and the Service Portfolio) or in accordance with the prescribed Service Intervals;
  - 5.4 failure to properly maintain paint and bodywork by regular cleaning in accordance with the requirements specified in the Service Portfolio;
  - 5.5 failure to ensure that the body panels are examined regularly by an Authorised Dealer in accordance with the body and paint check intervals which are set out in the section of the Service Portfolio headed "Servicing Your Vehicle";
  - 5.6 any third party or unauthorised modifications or enhancements being made to any part of the Vehicle or its components (including without limitation the engine management system);
  - 5.7 refilling or topping up with incorrect specification fuel (please refer to the section of the Service Portfolio headed 'What is not covered by the warranties' for details of correct fuelling);
  - 5.8 Compressed Natural Gas (CNG) and Liquid Petroleum Gas (LPG) conversions of the Vehicle that are not approved by Us;
  - 5.9 use of alternative fuels in concentrations that exceed 7% bio-diesel or 10% bio-ethanol (excludes Ford flexible fuel vehicles);

- 5.10 use of supplemental additives and flushing agents for fuels or engine oil (unless specified as part of a Ford service requirement);
  - 5.11 factors which are beyond Our control, such as airborne contamination, storm damage, stone chips, scratches and the use of unsuitable cleaning agents;
  - 5.12 repairs using methods that have not been approved by Us;
  - 5.13 failure to use genuine Ford branded parts and fluids or parts and fluids that match the quality of genuine Ford branded parts and fluids; and/or
  - 5.14 use of the Vehicle for any Excluded Purpose.
6. This Warranty does not apply beyond the countries forming part of the Geographical Area.
7. **Mondeo Hybrid exclusions:** For all variants of the Mondeo Hybrid, the Ford Protect Warranty does not cover the following high voltage components beyond 5 years/60,000 miles (whichever occurs sooner):
- High Voltage Battery Cables; and
  - High Voltage Battery.

## Termination of Your Warranty and Refunds

8. We shall be entitled terminate this Warranty by giving You written notice with immediate effect, if:
- 8.1 in Our reasonable opinion or that of an Authorised Dealer, the odometer fitted to Your Vehicle appears to have been tampered with in any way; or
  - 8.2 Your Vehicle is declared a total loss/write off by an insurance company or equivalent.
9. You may terminate Your Ford Protect Warranty for any reason by writing to your selling Ford Dealer, or alternatively by writing to the Ford Protect Customer Services at the address specified below in paragraph 17 (see paragraph 10 below in relation to refunds).
10. If you terminate Your Ford Protect Warranty:
- 10.1 within the Base Warranty Period, You shall be entitled to a full refund of the amount You paid for Your Ford Protect Warranty, subject to a cancellation fee of £25; or
  - 10.2 within the Ford Protect Warranty Period, You shall be entitled to a pro-rata refund of the amount You paid for Your Ford Protect Warranty, based upon the number of whole months remaining, less the cost of any claims made and a cancellation fee of £25.
11. Your Warranty will expire automatically at the expiry of the Warranty Period (either at the end of the Base Warranty or at the end of the Ford Protect Warranty Period where this is applicable).

## Limitation on Our Liability

12. This Warranty excludes liability for any incidental or consequential damage incurred as a result of a defect covered by this Warranty including but not limited to inconvenience, cost of transportation, telephone calls, accommodation costs, loss of income and damage to property.
13. This Warranty is subject to the exclusions in paragraphs 4, 5, 6 and 7 above.

## Transfer of Warranty

14. If You sell Your Vehicle, this Warranty shall be transferred to the new owner for the remaining Warranty Period, subject to the terms and conditions contained herein.

## Data Protection

15. (a) In order to register and maintain Your Warranty, You may give us Your name and contact information along with Your vehicle details. In order to provide Your Warranty, We may share this information with Our Affiliates and Your Authorised Dealer and with Your local roadside assistance provider so that they may provide You with services at Your request. Collection of location information will also be required to deliver such services. You can find out how they will use your information in their privacy policy.

(b) We need to process Your information to enable Us to provide Your Warranty and We often have a legitimate interest in processing Your information for certain purposes, for example; to develop new and improved products, services, business and marketing strategies and research. For further information about Our privacy practices, including international transfers of data and Your rights, please see Our privacy policy [www.ford.co.uk/useful-information/privacy-policy](http://www.ford.co.uk/useful-information/privacy-policy).

## Applicable Law

16. This Warranty will be governed by and interpreted in accordance with the laws and practice of England. You shall be entitled to nominate a preferred location near Your place of residence within the United Kingdom for any court hearing that is required to settle any disputes arising out of or in connection with this Warranty, failing which the courts of England shall have exclusive jurisdiction.

## Notices

17. Notices relating to this Warranty and required hereunder shall be sent in writing:

- a) to Us, at Ford Protect Customer Services, Ford Customer Services Division (1/673), Eagle Way, Brentwood, Essex CM13 3BW; or
- b) to You, at Your usual or last known place of residence (in the case of an individual) or business, and shall be deemed to have been received 48 hours after the time of posting.