



















Ford Protect MOT Test Warranty

Warranty Product Information Document

The following summary does not contain the full terms and conditions of the contract which can be found in your Warranty documentation.

What is this type of Warranty?

This is an MOT Test Warranty. Please refer to your Warranty certificate to confirm your cover levels.

 What is covered?		 What is not covered?	
MOT Test Warranty			
	If the MOT option has been selected, we agree to pay the cost of repair, replacement and/or adjustment to the vehicle of the parts listed in the event that your vehicle fails its MOT.		You must pay the first £50.00 of each and every repair; and our promise to pay will not exceed a total of £750 (including VAT). We will not pay for the cost of the MOT Test and any necessary re-test.
 Are there any restrictions on cover?			
	Routine maintenance or periodic repair: Normal service items and other components, subject to routine maintenance or periodic repair or replacement.		
	Working materials: Seals, gaskets and working materials, such as oils, oil filter and anti-freeze, unless it is essential to replace them because of a failure of a covered component		
	Recall: Any repair or other costs arising from a recall of the vehicle instigated by the manufacturer.		
	Any repair covered by any other warranty or entitlement, including any manufacturer's vehicle warranty.		
	Any need for repair attributable to the failure to comply with the vehicle service requirements.		
	Operating a vehicle with a known fault: Any repairs required as a result of continued operation of the vehicle once a defect or fault, including loss or lack of lubricants or coolant, has occurred.		
	Any repair where the mechanical or electrical failure has been caused by abuse and/or misuse of the vehicle.		
	All of the exclusions/restrictions that apply to your Warranty are shown within your documentation. Significant exclusions/restrictions are detailed within this Product Information Document.		
 Where am I covered?			
	This Warranty covers the vehicle within the United Kingdom, excluding Northern Ireland.		
 What are my obligations?			
	It is a condition of the contract that, from the start date of this warranty, you have the vehicle properly, regularly and punctually serviced in accordance with the manufacturer's recommendations by a reputable VAT registered garage. This servicing must be carried out within 1,000 miles or 30 days, whichever occurs first, of the intervals specified by the manufacturer of the vehicle.		
 When does the cover start and end?			

— Your cover start and end dates are detailed on your Warranty certificate.



How do I cancel the contract?

— You can cancel this contract within 14 days of its inception date by contacting your supplying dealer.



FORD **PROTECT**

Ford Protect MOT Test Warranty

Ford Protect MOT Test Warranty

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General Information

MOT Test Warranty Section

The following pages detail the full terms, conditions and exclusions of **your** Warranty. They set out exactly what is and is not covered and what **you** need to do in the event of needing to request a repair. It is advisable to keep this Warranty document in **your vehicle** or on a mobile device as **you** may need to show it to any **Authorised repairer** if **you** have to make a request for repair.

Your Warranty Certificate

Your Warranty certificate is enclosed with this booklet and will clearly show which of the cover options are applicable to **your vehicle**. **Your** cover is valid for the **Period of Warranty** as shown in **your** certificate. **Your** Warranty certificate and this booklet together form **your** Warranty. Please read this carefully and if the details are incorrect or **you** have any questions relating to the information stated please discuss these with the **administrator** at the earliest opportunity on:

01277 252455

Repair Request contact number

Please refer to the 'How to Request Repair' paragraphs under Sections 1 and 2 of the Warranty before authorising any repair.

To submit a Mechanical or Electrical Breakdown repair request, please call **us** on:

0370 241 6726

General Warranty queries contact number

For general queries regarding **your** Warranty or **your** Warranty certificate **you** should contact the **administrator** at the earliest opportunity on:

01277 252455

Eligibility criteria

To be eligible for cover, **your vehicle** must have covered less than 100,000 miles and be less than 10 years old from the date of first registration at the start date of **your Period of Warranty**. However, there is no limit on the mileage that the **vehicle** can cover during the **Period of Warranty**.

Other factors may affect the eligibility of your Vehicle. Please refer to the 'What is not included' paragraphs of your Warranty to determine other factors affecting the eligibility of your Vehicle.

Your cancellation rights

You have the right to cancel the warranty within fourteen (14) days, starting from the date you enter into the contract, or, if different, the date you receive the warranty booklet and certificate, whichever is later.

Where this warranty is provided free of charge as part of a vehicle service promotion, no refund shall be applicable upon cancellation.

In the event that you wish to cancel the warranty at any other time, you will not be entitled to a return of any part of the fee. To cancel the warranty, please contact us or, alternatively, write to the Administrator at the following address:

Ford Protect Administration
Ford Customer Services Division
V Building
Arterial Road, Laindon
Essex, SS15 6EE
Tel: 01277 252 455

If you are not satisfied with the outcome of your request to cancel your Warranty, please contact Us directly or, alternatively, contact the Administrator at the address shown above.

Our cancellation rights

We may cancel this **warranty** by giving fourteen (14) days notice by recorded delivery to **your** last known address.

How to complain

We strive to provide an excellent service to all our customers but occasionally things can go wrong. We take all complaints seriously and endeavour to resolve all customers' problems promptly. To ensure its service meets customers' expectations all complaints received are recorded and analysed to facilitate continuous improvement to its service. **What you should do?**

The steps you should take if **you** are not satisfied

1. If **you** have a question or complaint about this warranty or our conduct please contact **us** in the first instance.
2. If the complaint has not been resolved to **your** satisfaction by us, **you** may wish to contact the Ford Administrator at the following address:

Ford Protect Administration
Ford Customer Services Division
V Building
Arterial Road, Laindon Essex,
SS15 6EE
Tel: 01277 252 455

Please quote **your warranty** number or reimbursement request number as appropriate in any correspondence.



Definitions

The following words or terminology have the same meaning wherever they appear in this Warranty:

Administrator	Ford Protect Administration Ford Customer Services Division V Building Arterial Road, Laindon Essex, SS15 6EE Tel: 01277 252 455
Authorised repairer	Authorised repairer means any repairer who has been authorised by us to undertake any repair on the Vehicle however, it may be necessary for you to arrange a repair with a VAT registered garage.
Electric Vehicle	A vehicle that is propelled purely by electric drive motor(s).
Electric or Hybrid Vehicle	A vehicle that is either propelled purely by electric drive motor(s) or by this method combined with a conventional internal combustion engine.
Manufacturer's vehicle warranty	Manufacturer's vehicle warranty means the original vehicle warranty provided by the vehicle manufacturer covering the mechanical components of the vehicle (excluding additional warranties they may provide such as tyre, battery, corrosion and perforation warranties).
Mechanical or electrical failure	Mechanical or electrical failure means the sudden and unexpected failure of a covered component for a reason other than wear and tear , gradual deterioration, negligence or any other specifically excluded cause.
MOT Test and MOT certificate	MOT Test (Ministry of Transport) means the annual test of vehicle safety, roadworthiness and exhaust emissions required in the United Kingdom for most vehicles over three years old. Upon passing the test, an MOT certificate will be issued confirming that the vehicle has met the minimum acceptable environmental and road safety standards.
Period of Warranty	Period of Warranty means the period between the start date and end date listed in the Warranty certificate.
United Kingdom	United Kingdom means England, Scotland, Wales, Northern Ireland, Isle of Man, Jersey and Guernsey. For the purpose of this MOT Test warranty, Northern Ireland is excluded.
VAT	VAT means Value Added Tax.
Vehicle	Vehicle means the vehicle described in the Warranty certificate that has been purchased by you .
VT30	VT30 means the notification of refusal to issue an MOT Certificate .
We, us, our	The authorised franchised dealer of Ford Protect as stated in the warranty certificate.
Wear and tear	Wear and tear means the gradual reduction or deterioration in operating performance and/or function of a component of the vehicle due to the age and/or mileage and/or usage of the vehicle .
You, your, vehicle owner	The owner and registered keeper of the vehicle being the person or entity as named in the Warranty certificate.

MOT Test Warranty

Introduction

Your warranty certificate will confirm the period of cover you have purchased.

Eligibility criteria

In addition to the Eligibility Criteria outlined in Section 1 and the “General Warranty queries contact number section” of this Warranty, this MOT Test Warranty is not suitable for **you** and this Warranty will not cover any loss to **your vehicle** if **you** do not meet the following eligibility criteria at the start date of **your Period of Warranty**:

Your vehicle must

- a) have more than ninety (90) days remaining to the expiry date of the current and valid MOT Test in relation to the **vehicle**; or
- b) be of an age where an MOT Test has not previously been required

What is covered

1. **We** agree to pay the cost of repair, replacement and/or adjustment to the **vehicle** of the parts listed below under ‘Parts Covered by the MOT Test Warranty’ if such parts are listed in a ‘Notification of Refusal to issue an MOT Certificate (Form VT30)’ prepared during the **Period of Warranty**, and this listing results in the **vehicle** failing its MOT Test provided that:
 - i) **you** must pay the first £50.00 of each and every repair; and
 - ii) **our** maximum liability will not exceed £750.00, inclusive of **VAT**, for each MOT Test; and
 - iii) this MOT Test Warranty is subject to the following MOT Test Conditions and Exclusions in this Section 2.

2. **Parts Covered by the MOT Test Warranty**

The following parts are the items where **we** will pay the cost of repair, replacement and/or adjustment to the **vehicle**:

LIGHTING EQUIPMENT

Headlights, front and rear side lights, number plate illumination lamp, stop lamp, rear reflectors, rear fog lights, hazard warning lights, and controls, direction indicator control, fog lamp on/off indicator.

STEERING AND SUSPENSION

Wheel bearings (front and rear), power and manual steering mechanism, track rod ends, transmission shafts, front and rear suspension, swivel and ball joints, suspension springs, suspension mountings.

BRAKES

Master cylinder, wheel cylinders, calipers, discs/drums, load compensator, ABS modulator/ sensors/ECU, brake pipes/hoses/cables (excluding corroded pipes).

SEAT BELTS

All seat belts for condition and operation.

GENERAL

Fuel injection ECU or sensor replacement directly or as a result of a calibration failure to meet MOT exhaust gas emission standards. The horn, speedometer and speed limiter, windscreen wiper and washers (excluding wiper blades and rubbers).



NB. The cost of repair, replacement and/or adjustment to tuning and other such adjustments to the **vehicle** are only covered under this Warranty if any such work is necessary to meet MOT exhaust gas emission standards.

What is not covered

MOT Test Warranty excludes and **we** shall not be liable for the following:

- a) the cost of the MOT Test and any necessary re-test;
- b) more than one repair reimbursement in any 12-month period;
- c) accidental or structural damage from any external cause, rust or corrosion, windscreen, exhaust system and catalytic converter, engine tuning or adjustment (unless necessary to meet MOT exhaust gas emission requirements), wheel alignment, brake friction material where the condition or damage results from **wear and tear**, items that have been damaged or impacted as a result of **wear and tear** such as but not limited to tyres, brake pads, clutches etc. and consumable items;
- d) Headlight failure due to damaged glass, water ingress or external impact;
- e) any parts of the vehicle which have not actually failed the MOT test or parts shown as advisory on the VT30. Parts which are replaced during the course of the repair or during routine servicing or as a result of the repair of other parts in the **vehicle** which have failed;
- f) any part of the **vehicle** covered by any other existing warranty or insurance;
- g) liability that attaches to the **vehicle** by virtue of any agreement that would not have attached to the **vehicle** if there had been no agreement;
- h) any liability, loss or reimbursement:
 - i) for death, bodily injury, or damage to other property; or
 - ii) that are not directly associated with the MOT Test Warranty that caused **you** to require vehicle repairs and/or that are not expressly stated as being covered under clause 1) or 2) of 'What is covered' above; arising directly or indirectly from the failure or event giving rise to a request for reimbursement under this MOT Test Warranty;
- i) any request for repair reimbursement or losses arising from the use of contaminated or inappropriate fuel for the **vehicle**;
- j) any requests for reimbursement or losses that arise as a result of inadequate repair or maintenance of the **vehicle**;
- k) any requests for reimbursement or losses arising from repair during the **Period of Warranty** by any party other than an **authorised repairer**;
- l) the failure of a covered component directly or indirectly caused by the failure of a component that is not covered by Section 1 of this Warranty, and the failure of a component that is not covered by this Warranty directly or indirectly caused by the failure of a covered component;
- m) any repair or other costs arising from the recall of the **vehicle** by its manufacturer;
- n) any loss, damage or failure which
 - (i) a qualified engineer appointed by **us** determines this to have existed before the **Period of Warranty**; (ii) relates to a part that was known to be faulty by **you** prior to the MOT due date;
- o) Any requests for reimbursement, losses or repairs where **your vehicle**:
 - (i) has been modified from the manufacturer's original specifications;
 - (ii) has been abused and/or misused and that the abuse/misuse has caused the **Covered components** failure;



- (iii) is used for hire or reward, such as taxis or driving schools, competitions, racing, pace making, off-road use unless specifically designed for the purpose, or any **vehicle** of more than 4.6 tonne GVW;
 - (iv) is used for public services (such as, but not limited to, police, fire brigade, ambulance, rescue, military purposes);
 - (v) is being used for a purpose for which it was not designed;
 - (vi) has not been serviced in accordance with the service requirements detailed under the '**Vehicle** Service Requirements' in Section 1 of this Warranty; vii) has a speedometer or odometer reading that is not able to be confirmed because it has been interfered with, altered, disconnected, inoperative or removed from the **vehicle**; or
 - (vii) is not roadworthy or is unregistered for road use.
- p) Any requests for reimbursement, losses or repairs where breakdown is caused by:
- (i) a cyber attack as specified in General Terms on page 12.

Vehicle service requirements

It is a condition of this section of the Warranty that, from the start date of this warranty, **you** have the **vehicle** serviced in accordance with the manufacturer's recommendations by a reputable VAT registered garage. This servicing must be carried out within 1,000 miles or 30 days, whichever occurs first, of the intervals specified by the manufacturer of the **vehicle**.

In the event that **you** do not comply with these servicing requirements, **you** may invalidate the cover under this Warranty.

MOT Test Conditions

1. In the event the **vehicle** fails its MOT Test, it is **your** responsibility to authorise any dismantling and to pay these charges if such dismantling proves that the relevant failure is not covered by the MOT Test Warranty. Any exploratory dismantling charges will only be reimbursed where a valid repair is authorised and are subject to the limit of **our** liability in 'What is covered' contained above.
2. **We** are able to examine the **vehicle** and subject the parts being repaired to assessment by an independent expert before **we** authorise the start of any repairs. **We** and **you** agree that in the event of any dispute arising as to the extent of **our** liability under this Section 2, the decision of the independent assessor (to be set out provided in a written report to **you** and **us**) shall be final and binding on both **you** and **us**.
3. **We** will not pay for any statement or representation, written or verbal (by whomsoever made), which contradicts the terms and conditions in this MOT Test Warranty, unless **we** confirm such statement or representation in writing to **you**.

How to request repairs in respect of the MOT Test Warranty

In the event that **your vehicle** fails the MOT Test and **you** wish to make a reimbursement request, **you** should take **your vehicle** to an **Authorised repairer** as soon as possible who will arrange for any repairs to be carried out.

Please hand to the **Authorised repairer**:

- a) this Warranty; and
- b) proof of servicing; and
- c) the previous valid MOT Certificate (if applicable); and
- d) the 'Notification of Refusal to issue an MOT Certificate' (VT30) citing the reasons for failure.

DUTIES IN EVENT OF A REPAIR REQUEST

1. The **Authorised repairer** will contact **us** and **we** shall determine if the parts involved in the repair, deemed

necessary by the "Notification of Refusal to issue an MOT Certificate" (VT30), are covered by the terms and conditions of this MOT Test Warranty.

2. The **Authorised repairer** must obtain prior approval from **us** as to whether or not there is a valid repair request under the MOT Test Warranty. When, and if, the **vehicle** is granted an MOT Certificate (VT30), the **Authorised repairer** will forward to **us** a copy of a completed:
 - a) **VAT** repair invoice as signed by **you**; and
 - b) the old MOT Certificate; and
 - c) the "Notification of Refusal to issue an MOT Certificate" (VT30).

We will only pay for repairs where **we** have issued an authorisation number to the **authorised repairer** before the start of the authorised repair.

3. Requests and all supporting documents must be received by **us** within 30 days of the date of completion of the repairs or **we** shall not pay any reimbursement. However, if **we** receive a request after this 30 day period, **we** may accept any such request (at **our** sole discretion) in the event that **you** are able to show the delay was the result of exceptional circumstances and that it would not have been possible, using **your** best efforts, to submit the request within this 30 day period.
4. Following completion of repairs, the repair invoices and any supporting documents, which may include this Warranty document, will be forwarded by the **authorised repairer** to **us** for reimbursement. However, **you** must pay the **authorised repairer** directly at the time of the repair for additional costs not covered by, or in excess of, the terms and conditions of this Warranty, or **VAT** where **you** are registered for **VAT**.
5. When the **authorised repairer** forwards documentation to **us** on **your** behalf, **we** will have authority to pay it directly for the cost of repairs. Where **you** wish to request reimbursement on **your** own behalf, **you** must inform **us** of **your** intention as soon as possible and give **us** documents that show the **authorised repairer** has been paid for their work. **We** will not pay any amounts directly to **you** until **you** have provided **us** with this evidence concerning payment.
6. Where necessary, the Warranty documents will be posted back to **you** after review by **us**. Once returned, **you** should check the documents are intact.

General Terms

Applicable Law

This Warranty will be governed by and interpreted in accordance with the laws and practice of England. The courts of England will have exclusive jurisdiction to settle any disputes arising out of or in connection with this Warranty.

Basis of contract

Any reference to 'basis of the contract' in this Warranty or in the proposal form (if any) is of no effect.

Information you provide to us

You must take reasonable care not to make any misrepresentation or provide untrue or misleading information when **you** take out this Warranty or renew it.

Consequences of misrepresentation

If **we** show that **your** misrepresentation was deliberate or reckless, **we** will treat this Warranty as if it never existed, refuse all repair requests and may retain any **fee**.

If **we** establish that **your** misrepresentation was careless, **we** may:



- a) if **we** would not have entered into the Warranty, treat this Warranty as if it had never existed, refuse all repair requests and return the **fee** paid;
- b) if **we** would have entered into the Warranty on different terms (excluding relating to **fee**), treat this Warranty as if it had been entered into on those different terms; or
- c) if **we** would have entered into the Warranty on the same or different terms but would have charged a higher **fee**, reduce the amount **we** pay on a repair in the proportion the **fee you** have paid bears to the **fee we** would have charged **you** but for **your** misrepresentation.

Changes to the information you provide

You must tell **us** when any of the information **you** provided changes. **We** may then reassess the terms of **your** cover.

Cyber Exclusion

Loss, damage, cost, expense, or any other sum payable under this Warranty of whatsoever nature directly or indirectly caused by, resulting from or in connection with:

- a) any actual or threatened unauthorised, malicious or criminal act, or series of actual or threatened unauthorised, malicious or criminal acts, or any hoax relating to any of these;
- b) any failure to act, error, omission or accident or series of related failures to act, series of related errors, series of related omissions or series of related accidents; or
- c) partial or total unavailability or failure, or series of related partial or total unavailability or failures,

involving or affecting the use or operation of, access to, or the processing of any computer, hardware, software, data, information technology and communications system, electronic device, server, cloud or microcontroller including any similar system or any configuration of the aforementioned, and including any associated input, output or data storage device.

Sanctions

We shall not provide cover nor be liable to pay any claims or provide any benefit hereunder to the extent that the provision of such cover, payment of such claims or provision of such benefit would expose us or any member of our company group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

External Events

Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by war, civil war, rebellion, revolution, military and usurped power, terrorism, nuclear risk, fire, theft, typhoon, floods, lightning, storm, tornado, rainstorm, tsunami, earth subsidence, cliff collapses, avalanche, hail disaster, mud-rock flow, landslide, sand storm or from any other external cause.

Loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by collision, overturn, parallel falls, the collapses of external objects, the falls of moving object in air incurred while the Vehicle is moving or parking, pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Fraudulent requests

If **you** make a fraudulent request, **we**:

- a) will not pay any reimbursement;
- b) may recover any sums **we** paid in respect of the request from **you**; and
- c) may by notice to **you** treat this Warranty as having been terminated from the time of the first fraudulent act and may retain any **fee**

Compliance with Warranty terms

The cover under **your** Warranty may be affected if **you** do not comply with all the provisions of this Warranty.

Privacy and Data Protection

All personal information provided will be processed in accordance with applicable data protection regulations. The type of personal information that will be required will include:

- Your name
- Address and
- Contact details.

The purposes for which your personal information will be processed may include (but are not limited to):

- Evaluating your warranty application and providing a quotation;
- Providing warranty cover;
- Handling claims;
- Crime and fraud prevention;
- Debt recovery; and
- Improving and developing products and services.

The processing of the information provided is necessary for the performance of a contract to which you are party or in order to take steps prior to entering into a contract.

Your personal information may be shared with third parties such as intermediaries, insurers, reinsurers, loss adjusters, subcontractors, our affiliates, the police and other law enforcement agencies, fraud and crime prevention and detection agencies and to certain regulatory bodies. You may be contacted by third parties to request completion of surveys to obtain feedback which may also be shared with some of the above third parties.

Depending on the circumstances, the use of personal information may involve a transfer of personal information outside the United Kingdom & Republic of Ireland and the European Economic Area to countries that have less robust data protection laws. Any such transfer will be made with appropriate safeguards in place.

Your personal information will be kept for as long as reasonably necessary to fulfil the purposes set out above and to comply with our legal and regulatory obligations.

The exact time period will depend on the type of personal information provided, for example:

- If you take out a warranty but do not make a claim, your personal information will be retained for 7 years from the expiry of your warranty.
- If you make a claim under a warranty, your personal information will be retained for 7 years from the date on which the claim is settled.

You have various rights in respect of your data, and these include:

- The right to access your personal information - You are entitled to a copy of the personal information we hold about you and certain details about how we use it;
- The right to rectification - we always take care to ensure that the information we hold about you is accurate and where necessary up to date. If you believe that there are any inaccuracies, discrepancies or gaps in the information we hold about you, you can contact us and ask us to update or amend it;
- The right to restriction of processing - in certain circumstances, you are entitled to
- ask us to stop using your personal information, for example where you think that the personal information we hold about you may be inaccurate or where you think that we no longer need to use your personal information;
- The right to erasure - this is sometimes known as the 'right to be forgotten'. It entitles you, in certain circumstances, to request deletion of your personal information. For example, where we no longer need your personal information for the original purpose we collected it for or where you have exercised your right to withdraw consent;
- The right to object - where we process your personal information on the basis of a justifiable purpose, you can object to such processing, unless our purpose outweighs any prejudice to your privacy rights; and
- The right to data portability - in certain circumstances, you can request that we transfer personal information that you have provided to us directly to a third party

You have a right to complain to the Information Commissioner's Office (ICO) if you believe that we have breached data protection laws when using your personal information.

You can visit the ICO's website at <https://ico.org.uk/> for more information. Please note that lodging a complaint will not affect any other legal rights or remedies that you have.

Where personal information is provided in respect of another person, you are required to inform them of the above.

If you wish to implement your rights as outlined please contact us at the following address:

Ford Protect Administration
Ford Customer Services Division
V Building
Arterial Road
Laindon
Essex, SS15 6EE
Tel: 01277 252 455

Records

We may hold documents relating to this Warranty and any reimbursement requests under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.