

Ford Protect Service Plan, Ford Protect Wear and Tear Plan, Ford Protect Service Plan Plus - Terms and Conditions

1 Defined terms

1.1 In these terms and conditions, the following defined terms are used:

Ford Authorised Repairer	means a garage authorised by us from time to time to carry out the services under these terms and conditions
Ford Protect Service Plan	means a service plan provided by us and as set out in paragraph 2.1 of these terms and conditions
Ford Protect Service Plan Certificate	means the certificate provided with these terms and conditions, setting out the details of your selected plan
Ford Protect Service Plan Plus	means a service plan provided by us and as set out in paragraph 2.2 of these terms and conditions
Ford Protect Wear and Tear Plan	means a wear and tear plan provided by us and as set out in paragraph 2.2 of these terms and conditions
Ford Service History Log	means the servicing log for the vehicle contained in the Ford Service Portfolio
Ford Service Portfolio	means the document provided with your vehicle containing information about the warranty, service intervals and body and paint check intervals for your vehicle
Ford Standard Service Schedules	means the service schedules in force from time to time applicable to your vehicle
Monthly Payment	means the amount payable by you each month for the duration of the Plan, this amount will be set out by our Payment Administrator in your confirmation communication
Payment Administrator	means Business Administration & Automation Consulting Limited, (Company Registration Number: 9928118) of The Farmhouse, Watchford Farm, Honiton EX14 9LZ
Plan*	means the plan you have selected, namely either a Ford Protect Service Plan or a Ford Protect Service Plan Plus or a Ford Protect Wear & Tear Plan
Term	means the period of the Plan as calculated in accordance with clause 9.1 of these terms and conditions
vehicle	means the Ford motor vehicle which you own, or have hired or leased from a third party, and which you wish to be covered by either a Ford Protect Service Plan or a Ford Protect Service Plan Plus or a Ford Protect Wear & Tear Plan

we, us or our means Ford Motor Company Limited of Arterial Road, Laindon, Essex, SS15 6EE, Registered in England: No. 235446

you or your means you, the customer who has entered into these terms and conditions with us

*If any of the vehicle information provided is incorrect for this plan, Ford Protect reserves the right to cancel the plan and return all funds to the purchaser

2 Ford Protect Service Plan and Ford Protect Wear and Tear Plan

2.1 Ford Protect Service Plan: If you decide to take out a Ford Protect Service Plan for your vehicle then we will provide the following services through a Ford Authorised Repairer in the United Kingdom:

2.1.1 all routine service work (for the number of services applicable for your vehicle whilst your Plan is in force) in accordance with Ford Standard Service Schedules, including replacement or repair of the following parts when required by such schedules and/or when in the Ford Authorised Repairer's opinion their performance has become unsatisfactory:

- (a) air filters;
- (b) pollen/odour filters (where applicable);
- (c) fuel filters;
- (d) oil filters and gaskets;
- (e) spark plugs;
- (f) most fluids; and
- (g) engine oils.

2.1.2 any annual inspection (if applicable for your vehicle).

2.1.3 Extended period maintenance items: replacement brake fluid (every 24 months)

2.2 Ford Protect Wear and Tear Plan: If you decide to take out a Ford Protect Wear and Tear Plan for your vehicle then we will provide the following services through a Ford Authorised Repairer in the United Kingdom:

2.2.1 replacement or repair of the following parts when required by your scheduled services in accordance with Ford Standard Service Schedules or when in the Ford Authorised Repairer's opinion their performance has become unsatisfactory:

- (a) brake pads, shoes and discs;
- (b) clutch friction plate;
- (c) shock absorbers;
- (d) silencer;
- (e) wiper blades; and
- (f) bulbs.

3 Ford Protect Service Plan Plus

3.1 If you decide to take out a Ford Protect Service Plan Plus for your vehicle then we will provide the following services through a Ford Authorised Repairer in the United Kingdom:

3.1.1 all routine service work (for the number of services applicable for your vehicle whilst your Plan is in force) in accordance with Ford Standard Service Schedules, including replacement or repair of the following parts when required by such schedules and/or when in the Ford Authorised Repairer's opinion their performance has become unsatisfactory:

- (a) air filters;
- (b) pollen/odour filters (where applicable);
- (c) fuel filters;
- (d) oil filters and gaskets;
- (e) spark plugs;
- (f) most fluids;
- (g) engine oils;
- (h) brake pads, shoes and discs;
- (i) clutch friction plate;
- (j) shock absorbers;
- (k) silencer;
- (l) wiper blades; and
- (m) bulbs.

3.1.2 any annual inspection (if applicable for your vehicle).

3.1.3 Extended period maintenance items: replacement brake fluid (every 24 months)

3.2 For the avoidance of doubt, the Ford Protect Service Plan Plus **does not** include tyres, interior trims, glass, seat covers, pads, frames, springs, headrests, seat belts, sheet metals, water ingress, body seals, aerials, bodywork and paint check or an air conditioning check.

4 Additional terms for your Plan

4.1 Your Plan **does not** apply to the adjustment of any component or failures caused by accidental damage, misuse or neglect or which are not referred to a Ford Authorised Repairer within 7 days from the accident. Furthermore, the Ford Protect Wear and Tear Plan and Ford Protect Service Plan Plus are NOT available for taxis, emergency vehicles or daily rental vehicles.

4.2 Only a Ford Authorised Repairer may carry out any services set out for your Plan under these terms and conditions.

4.3 If a Ford Authorised Repairer cannot complete the work covered by the Plan within 24 hours and the vehicle is not usable, we will (subject to status) provide a comparable hire vehicle free of charge (subject to availability, excluding fuel and insurance costs) from after the first 24 hours until the work is completed up to a maximum of 7 days.

4.4 **All new Ford vehicles are provided with one year's Ford Assistance as standard.** Your Ford Assistance will be extended for 12 months when your vehicle has a scheduled service or inspection included in your Plan. Ford Assistance is vehicle based and therefore applies

regardless of driver. Services are briefly described below. It is important that you refer to the full Terms and Conditions and Exclusions, which can be found at www.ford.co.uk.

Roadside and at home assistance

4.4.1 **What is included:** Ford Assistance is available if your vehicle is immobilised following a breakdown. If we or our appointed garage agent cannot fix the relevant vehicle within a reasonable time, it will be taken to the nearest Ford Authorised Repairer or, alternatively, to a destination of the authorised driver's choice.

Recovery

4.4.2 **What is included:**

- (a) Recovery is available following a breakdown involving your vehicle if we cannot arrange a local repair within a reasonable time.
- (b) Ford Assistance provides the recovery of an immobilised relevant vehicle (including trailer/caravan on tow at the time, provided it is within the size limits) together with authorised driver and the passengers (up to the maximum number of persons the relevant vehicle is designed to carry and for whom there are fixed seats and restraints) to the nearest Ford Authorised Repairer or to any other single destination in the UK. If there are more people than the maximum allowed, we will seek to arrange, but will not pay for, their onward transportation.
- (c) A caravan or trailer which is capable of being towed safely will be towed to a place of safety, provided it does not exceed a maximum length of 8m (26ft). We will seek to arrange, but will not pay for, recovery of any relevant vehicle, caravan or trailer that exceeds any of these limits.

Temporary loan vehicle, overnight accommodation, public transport

4.4.3 This service may be provided as an extension to the recovery service, following an immobilising breakdown of a relevant vehicle. We may, at our absolute discretion, choose one of the following options: (a) temporary loan vehicle or (b) overnight accommodation or (c) public transport costs.

European cover

4.4.4 Ford Assistance is available in Europe (participating countries only). In the event of a breakdown outside of the UK should repairs not be completed in time for the authorised driver's planned return home, at our absolute discretion, we agree to provide vehicle recovery to the UK (Full details on request).

5 What you must do

5.1 You are responsible at your own expense for:

- 5.1.1 promptly repairing any damage to your vehicle whether caused by accident, misuse, neglect or otherwise;
- 5.1.2 any repair or maintenance due to fitting of parts and accessories to your vehicle at your request or by you, which changes the vehicle's standard specification;
- 5.1.3 regular checks of your vehicle at the standard frequencies and mileage specified by us in the Ford Service Portfolio for radiator coolant levels, battery, tyres, DPF additive and engine oil levels and adjusting where necessary.
- 5.1.4 submitting your vehicle for servicing within plus/minus 1,000 miles or within one month of a scheduled service as recommended by us in the service plan set out in your Ford

Service Portfolio, making appropriate advance arrangements for an appointment and keeping accurate records of servicing in the Ford Service History Log;

- 5.1.5 telling us immediately of any defect or failure of your vehicle's odometer or the fitting of any replacement odometer to your vehicle; and
- 5.1.6 (if you are making monthly payments for the Plan) making sure every Monthly Payment has been made on time before attempting to access the benefits of your Plan.

6 The Plan's cost

- 6.1 You can pay for the Plan in full before the commencement date of the Plan. If you do so, you will have access to the Plan for the Term unless it is ended early under clause 7.
- 6.2 You may also have the option to pay for the Plan by paying by Monthly Payments. You will be advised at the timing of setting up the Plan if a Monthly Payment option is available to you. If so, the Monthly Payments are payable every month until the Term has ended. The first payment must be paid on the next available and selected debit date. After this, each Monthly Payment is due on the same date of the month as selected.
- 6.3 If you do not pay a Monthly Payment on time, then the Payment Administrator will send you a debit order rejection notification setting out details for your bank account where the direct debit order was rejected. Should you have stopped / reversed the payment(s), please contact your bank to confirm that you have given us authorisation to debit your account and inform our Payment Administrator accordingly. If you do not pay the missed Monthly Payment within 7 days of the Payment Administrator telling you, we may end the Plan (see clause 7.3). If we end the Plan, you will lose any rights under the Plan.
- 6.4 Every Monthly Payment must be made to the Payment Administrator. You authorise the Payment Administrator to collect payments from you using a direct debit mandate under the Direct Debit scheme.
- 6.5 The Monthly Payment is fixed and will not change unless the prevailing rate of value added tax (or VAT) changes. If the rate of VAT changes, the Payment Administrator will tell you of the revised Monthly Payment.
- 6.6 If you pay for your Plan by Monthly Payments, you can book your first service and the other available features under your Plan once 60 days have passed since the Plan commencement date and you have made all payments due to date (including the first two Monthly Payments and administration fee of £25).

7 How your Plan may be ended early

- 7.1 You may end your Plan for any reason by writing to the Ford Dealer who supplied the vehicle to you, or by writing to us using the contact details in clause 9.3 below.
 - 7.1.1 If you end the Plan within 30 days of (i) the original date of registration of your vehicle or (ii) (if later) the date you receive your Ford Protect Service Plan Certificate, you are entitled to a full refund of any sums you have paid to us (so long as no claims have been made).
 - 7.1.2 If you end the Plan after 30 days of (i) the original date of registration of your vehicle or (ii) (if later) the date you receive your Ford Protect Service Plan Certificate, and you have paid the price for the Plan in full, then you shall be entitled to a pro rata refund of your purchase price, based on the number of whole months remaining, less the costs of any claims and a cancellation fee of £25.
 - 7.1.3 If you end the Plan after 30 days of (i) the original date of registration of your vehicle or (ii) (if later) the date you receive your Ford Protect Service Plan Certificate, and you have chosen to pay the Monthly Payment, you are responsible for paying a cancellation

fee of £25 (inclusive VAT) and settling the costs for all the services and benefits that you have used under the Plan up to the Plan end date. Should you have a negative balance (i.e. the Monthly Payments you have made do not cover the costs you need to settle), then you must pay a balancing charge to settle the outstanding amount and you agree to pay this without further delay.

- 7.2 You will not be entitled to any refund if you end a Plan which was provided to you free of charge.
- 7.3 If you have decided to pay for your Plan by making a Monthly Payment, it is important that you pay the Monthly Payment on time (see clause 6.3). If you do not pay a Monthly Payment within 7 days of Payment Administrator telling you that you have missed your payment date, we may end the Plan by giving you notice.
- 7.4 Your Plan will terminate automatically if your vehicle is at any time modified or used for racing or rallying, or if the odometer fitted to your vehicle appears to have been tampered with in any way. You will not be entitled to any refund if your Plan is ended under this clause.

8 Data protection

- 8.1 To register and maintain your Plan, you may give us your name and contact information along with your vehicle details. To provide your Plan, we may share this information with our affiliates ('our affiliates' means the group of companies related to us by common control or ownership and a full list is available on www.ford.co.uk/useful-information/privacy-policy) and your dealer and with your Ford Assistance 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.
- 8.2 We need to process your information to enable us to provide your Plan under these terms and conditions 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.

9 General terms

- 9.1 Your Plan (including any scheduled servicing, wear and tear items and Ford Assistance) begins on the New Vehicle Warranty commencement date and will continue in force until the relevant maximum cover period expires, the maximum number of services is reached, or your vehicle reaches the maximum mileage allowance (from new); or the relevant cover is cancelled or transferred in accordance with these terms and conditions.
- 9.2 The Plan is for the vehicle and may remain in force if the vehicle is transferred to a new owner (who must tell us of their details using the contact details in clause 9.3 below).
- 9.3 Notices to be given under these terms and conditions must be in writing and sent to:
 - 9.3.1 (for us) by email to protect@ford.com or by post to Ford Protect Customer Service, Ford Customer Service Division (15/GV-PO3), Arterial Road, Laindon, Essex SS15 6EE; and
 - 9.3.2 (for you) to the email address provided by you or your usual or last known place of residence (in the case of an individual) or business, and will be deemed to have been received 48 hours after the time of posting.
- 9.4 These terms and conditions are governed by and interpreted in accordance with the laws of England and Wales. You are entitled to tell us a preferred location near where you live in the United Kingdom for any court hearing needed to settle any disputes arising out of or in connection with these terms and conditions. If you do not do so, the Courts of England and Wales have exclusive jurisdiction to consider any disputes.