

# Marshall Warranty Parts Covered

Vehicles up to 5 years/50,000 miles at date of purchase

## PLAN A

**This warranty covers almost all mechanical and electrical parts (including labour to fit them) of the covered vehicle against mechanical and electrical breakdown as defined below.**

**There is no restriction to the number of claims you can make, up to the value in aggregate of the vehicle purchase price.**

Mechanical and electrical breakdown is the failure of a component, causing a sudden stoppage of its function, for a reason other than wear and tear, normal deterioration or negligence. Damage caused by the effect of overheating is not regarded as a mechanical breakdown under the terms of the warranty.

You are covered only for the parts described in this handbook. Your warranty does not cover more than the manufacturer's list price for parts.

Repairs must not start without the prior approval of the Administrator.

### **What is Covered**

Your Marshall warranty covers almost all mechanical and electrical components on your vehicle against mechanical and electrical breakdown, subject to the conditions detailed in this handbook and the maximum claim limit. There are some components, such as service items, which are not covered.

### **What is Not Covered**

Whilst you have a high level of warranty cover, there are certain items which this warranty specifically does not cover and this includes, but is not limited to, the following:

- Body components such as strikers, hinges or any component which may require adjustment from time to time
- Body panels, paintwork or glass
- Weather strips and body seals
- Interior trim, seat and seat belts
- Recharging of the air conditioning unit, (unless required as part of a valid warranty repair)
- Software updates (unless required as part of a valid warranty repair)
- Renewal of brake components due to wear and tear
- Renewal of any clutch components due to wear, incorrect adjustment or misuse
- The clearing of fuel lines, filters, throttle bodies and pumps and damage to components due to the use of contaminated or incorrect fuel
- Airbags, wiring and connections, fuses, batteries, bulbs and LED illumination, exhaust systems, diesel particulate filters (catalytic converters are covered), wiper blades, wheel balancing and alignment, wheels, tyres and water ingress (including damage to covered parts caused by water)

Oil leaks, lubricants, filter elements and any damage caused by frost or lack of oil, or anti-freeze or by impact, accident or negligence

- Traffic management system, telephone including

# Marshall Warranty Parts Covered

## Vehicles up to 5 years/50,000 miles at date of purchase (continued)

Bluetooth, TV/DVD, satellite navigation system and associated equipment of all types

- Non-factory fitted radio cassette, CD player or any other in-car entertainment component
- Normal maintenance services, and the replacement of such items as, but not limited to, spark plugs and plug leads
- Any damage or losses to components that are not directly covered within the terms of this warranty

Burnt out, sticking or pitted valves

- Damage resulting from the failure of a timing belt which has not been replaced as per the manufacturer's recommendations (proof required)

Please note that oil, oil filter, gaskets, anti-freeze and brake fluid required due to the failure of a covered component are covered as part of a valid claim.

# Marshall Warranty Parts Covered

## Vehicles up to 8 years/80,000 miles at date of purchase

### Plan B

**This warranty covers the components as listed under Parts Covered (including labour to fit them), of the covered vehicle against mechanical and electrical breakdown as defined below subject to exclusions.**

**There is no restriction to the number of claims you can make, up to the value in aggregate of the vehicle purchase price.**

Mechanical and electrical breakdown is the failure of a component, causing a sudden stoppage of its function, for a reason other than wear and tear, normal deterioration or negligence. Damage caused by the effect of overheating is not regarded as a mechanical and electrical breakdown under the terms of the warranty.

You are covered only for the parts described in this handbook. Your warranty does not cover more than the manufacturer's list price for parts.

Repairs must not start without the prior approval of the Administrator.

### Parts Covered

#### Engine

The rocker shaft and rockers, including hydraulic followers, inlet and exhaust valves (not burnt out, sticking or pitted valves), springs and guides, cylinder head (not cracks and decoking), cylinder head gasket (except skim), push rods, camshaft and followers, timing gears and chains (excluding tensioner), oil pump, pistons and rings, cylinder bores, con rods, gudgeon pins and bearings, crankshaft and bearings, inlet manifold, flywheel and ring gear. Timing belts are covered provided that the last due change of belt has taken place as specified by the manufacturer's schedule (proof required).

#### Manual gearbox

Internal gears, synchromesh hubs, selectors, shafts, bearings, bushes and transfer gears.

#### Automatic gearbox

Internal shafts, gears, clutches, brake bands, valve block, governor, oil pump, bearings, bushes, servo, drive plate and transfer gears.

**Torque converter**

Failure of any internal mechanical parts.

**Continuously variable transmission CTX**

Internal clutches, planetary gears, reduction gears, shafts, variable pulleys, thrust link drives, internal seals, bushes and bearings.

**Differential**

Internal crown wheel and pinion, gears, shafts, bearings, bushes, thrust washers and spacers.

## Marshall Warranty Parts Covered

Vehicles up to 8 years/80,000 miles at date of purchase (continued)

**Clutch**

Centre plate, pressure plate, release bearing, oil contamination (centre plate only) and master and slave cylinders.

**Front-wheel drive**

Drive shafts (including constant velocity joints), universal joints and couplings (not gaiters).

**Wheel bearings**

Front and rear wheel bearings.

**Propshaft**

Universal joints and couplings.

**Rear wheel drive**

Half shafts, rear wheel external drive shafts, including constant velocity joints, universal joints and couplings (not gaiters).

**Four wheel drive**

All four wheel drive components are covered.

**Fuel system (diesel and petrol)**

Lift pump, mechanical or electrical fuel pumps and tank sender unit.

**Fuel injection system**

Throttle body, airflow meter, idle control valve, overrun cut off valve, throttle potentiometer, fuel accumulator, pressure regulator, map sensor (except injectors and heater plugs).

**Engine cooling system**

Radiator, oil cooler, heater matrix, water pump, viscous fan coupling, thermostat and thermostat housing.

**Air conditioning (factory fitted)**

The air conditioning compressor unit is covered.

**Steering (including power assisted steering)**

Steering rack and pinion (not gaiters), power steering rack and pump, power steering reservoir and idler box.

**Turbo charger (factory fitted)**

The turbo charger unit is covered.

**Front and rear suspension**

Coil springs, suspension airbags, upper and lower wishbones and ball and swivel joints.

**Brakes**

Brake master cylinder, wheel cylinders, restrictor valve, brake calipers and seals and servo.

**Anti-locking brake system (ABS) (factory fitted)**

The ABS modulator and sensors are covered.

**Electrical system**

Starter motor, alternator/diode pack, coil, voltage regulator, window and sun roof motors, electric window switches, sunroof switch, central door

locking solenoids, heater fan motor, indicator flasher relay, front and rear windscreen wiper and washer motors, thermostatically controlled radiator fan motor, horn and multi-function stalk switch.

**Engine management (ECU)**

Engine electronic control unit.

**Working materials**

Oils, oil filter and anti-freeze are covered only if it is essential to replace them because of the failure of a part which is covered under this warranty.

**Casings**

If any of the covered parts fail and damage the casing, it will also be covered.

## Warranty Terms and Conditions

**Warranty Conditions**

The conditions of this warranty are set out below.

Warranty repairs will only be carried out if you agree to these conditions. Please take time to read them.

- 1** It is your responsibility to decide whether to authorise the dismantling of your vehicle. The Administrator will only accept the cost of dismantling if it is part of an authorised warranty repair.
- 2** The Administrator is not liable for any statement or representation which contradicts the conditions of this warranty unless the statement or representation is supported in writing by the Administrator.
- 3** If the warranty repair is not carried out by Marshall the warranty repair cost will not be more than the manufacturer's list prices for parts. Parts which can only be sourced from outside the UK will be reimbursed at the UK price of an equivalent part. Labour costs that are necessary to repair those parts will be reimbursed as per the repairer's warranty labour rate and actual repair times will be limited to those in the latest *Glass's Guide* ICME manual or the manufacturer's recommended repair times. With every claim you make, you must provide a VAT receipt from the repairer authorised to carry out the repair made payable to Marshall Motor Group.
- 4** If you don't follow the manufacturer's service schedules or maintain the vehicle as recommended by the manufacturer, this warranty will not apply to the extent that the fault was the result of failure to comply with either the service or maintenance recommendations. When you have your vehicle serviced, you are allowed 500 miles either side of the service mileage or four weeks either side of the time period given, whichever comes first. It is important that you retain your service receipts as they may be required to validate any repair request you make. Please note that your vehicle must be serviced by a VAT registered dealer unless we have agreed otherwise.
- 5** This warranty is valid for breakdown in the United Kingdom (which includes Great Britain, Northern Ireland, the Channel Islands and the Isle

of Man). The warranty is also valid whilst your vehicle is outside the United Kingdom but within the European Union or European Free Trade Association for up to 60 days per annum.

**6** You have the right to cancel this warranty within 14 days of receiving this handbook and Validation Certificate. Should you wish to cancel within this period please contact your supplying dealer who will arrange cancellation and full refund. Unless cancelled in accordance with these cancellation rights, in normal circumstances no refund will be made and in no circumstances if a claim has been made.

**7** This warranty does not cover the following:

- A. Any vehicle where the speedometer or odometer has been interfered with, altered or disconnected or does not work.
- B. Repairs, replacements or alterations not authorised by 'us' or the Administrator.
- C. Routine servicing or maintenance of a vehicle.

## Warranty Terms and Conditions (continued)

D. Repairs to vehicles which have been modified after the sale of the warranty and that modification has contributed to the failure or has failed itself.

E. Any vehicle used for hire or reward such as taxis, courier, delivery or driving school vehicles, or any commercial vehicle with a Gross Vehicle Weight of more than 3.5 tonnes or a vehicle used in any sort of competition, rally or racing.

F. Any public service vehicles such as police vehicles, ambulances or military vehicles.

G. The gradual reduction in operating performance of any part (fair wear and tear) due to the age of the vehicle and/or the number of miles it has covered.

H. Any liability for death, bodily injury, or damage to other property or any loss caused directly or indirectly by the claim or event giving rise to a claim under this warranty provided that this exclusion shall not apply to any death or bodily injury caused by negligence by the Dealer or its agents.

I. Any damage which is due to any type of accident.

J. Any damage which is a direct result of negligence or of any wilful act by you or any third party other than the Dealer or its agents.

K. Any parts which are replaced as part of normal servicing requirements.

L. Any damage to parts which are being recalled by the vehicle's manufacturer or which have design faults.

M. Any failure caused by faults which a qualified engineer thinks could have reasonably existed before the warranty began.

N. Any damage to components due to the use

of contaminated or incorrect fuel.

O. Components/repairs covered by any other existing warranties or insurances.

P. Any loss, damage or failure which a qualified engineer appointed by the Administrator thinks could have been avoided or was totally or partly caused by lack of maintenance.

**8** 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.

**9** 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 authority Trading Standards Department or Citizens Advice Bureau.

**10** The Administrator reserves the right to provide replacement parts and to carry out repairs under this warranty or to arrange for their provision by other persons.

**11** The period of the warranty is as detailed in the Validation Certificate. It should be noted that in the absence, for whatever reason, of the standard manufacturer's warranty period, the start date and expiry date of this warranty will remain unchanged from that detailed in the Validation Certificate. Additionally, if the warranty starts earlier than the date detailed in the Validation Certificate, because the manufacturer's warranty has expired earlier on mileage, then the expiry date of this warranty shall be earlier and reflect the period of warranty purchased/provided.

## How to Claim

Bring your vehicle to Marshall, your supplier, and we will confirm that the warranty is still in force and the repair is valid. We will then handle the repair on your behalf. In the unlikely event that you cannot bring the vehicle back to us, please contact the Administrator.

### **Repairs Abroad**

If a breakdown happens outside of the United Kingdom the following process applies:

**A.** The repair must be carried out in a country which is a member of the European Union or the European Free Trade Association.

**B.** We will not pay more than the equivalent UK rates of labour charges and manufacturer's parts list prices at the date of repair.

**C.** You should authorise the repair work yourself and contact our Administrator for a refund when you return to the UK. Our liability is up to the claim limit set out in this handbook and detailed in the Validation Certificate we sent you.

**D.** We will refund you in pounds sterling at the rate of exchange that applies at the time of the repairs, once we receive a genuine invoice.

### **Payment**

Our Administrator is not authorised to settle any

amount until they have received the original repair invoice (made out to Marshall Motor Group Ltd) and, when requested, a completed claim form. These, together with the repair approval number, must be sent to:

Marshall Warranty  
Jubilee House  
5 Mid Point Business Park  
Thornbury  
West Yorkshire BD3 7AG.

To make sure you receive the highest levels of service we record telephone calls to our Administrator.

## 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 in the first instance on 0344 573 8005, or in writing to:

The Customer Services Manager  
Car Care Plan Limited  
Jubilee House  
5 Mid Point Business Park  
Thornbury  
West Yorkshire BD3 7AG.

You can also email us at [complaints@carcareplan.co.uk](mailto:complaints@carcareplan.co.uk).

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](http://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](http://www.TheMotorOmbudsman.org) or call their Information Line on 0345 241 3008.

### Privacy and Data Protection Notice

**1 Data Protection** – 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](http://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.

## **Important Information** (continued)

**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,  
Car Care Plan Limited, Jubilee House,  
5 Mid Point Business Park, Thornbury,  
West Yorkshire BD3 7AG, England.**



# Warranty Extra Benefits

In the event of a valid claim the following extra benefits will be provided.

## Vehicle Replacement

Marshall will supply you with a courtesy car, up to a mid-sized saloon, subject to availability. You can only have a courtesy car if your vehicle is being repaired under this warranty and prior authority has been given by the Administrator's Claims Department. This benefit is only available from Marshall, when you return your vehicle to a Marshall location for an authorised warranty repair.

## Exclusions

- 1 You cannot have a courtesy car for the first 24 hours that you are without your vehicle or during any delay the repairer may have waiting for parts or commencing repairs.
- 2 You will have to pay for fuel and insurance for the courtesy car.

## Overnight Accommodation and Rail Fares

We will pay up to £60 (inc. VAT) towards hotel expenses or a return rail ticket if the vehicle breaks down and you are unable to return home. You will need to send a receipt. You cannot claim for the cost of meals and drinks. This benefit is only available if a valid warranty claim is submitted.

## Driving Abroad

The warranty is valid for up to 60 days per annum (*pro rata*) for driving in the Republic of Ireland and mainland Europe. The Administrator will not pay more than the equivalent UK cost for parts and labour. *N.B.* These benefits will not be provided if the failure is not covered by this warranty. Payments will be limited to those levels outlined in the Validation Certificate.

# Warranty Service Requirements

**The vehicle must be serviced in accordance with the manufacturer's recommended service schedule. We would strongly recommend you use the supplying dealership or another Marshall location.**

The intervals between services must not exceed the manufacturer's stipulated maximum excess time or mileage allowances or four weeks/500 miles either side of the service interval. The only acceptable proof of servicing will be the fully detailed VAT service invoice(s) indicating servicing dates and mileages. You must keep these invoices for our inspection in the event of a claim.

**Failure to maintain and provide proof that the above service schedule has been completed may invalidate the warranty.**

**Warning: Timing belts (otherwise known as camshaft drive belts).**

If your vehicle has a timing belt, please make sure that it is in good condition and that it is checked and changed in line with the manufacturer's recommendations. If the timing belt breaks it can cause serious and unnecessary engine damage and inconvenience. No responsibility will be accepted for

damage caused by the failure of a worn-out timing belt, unless the timing belt has been replaced in accordance with the manufacturer's service schedule.

## Marshall Assist

Where Marshall Assist is provided as part of your warranty where you have purchased a warranty of 12 months or more, you will be entitled to the following Marshall Assist services.

The following definitions will apply, wherever they appear in the Marshall Assist section of your warranty handbook.

### Definitions

Us/we – means Marshall Assist.

You, your – the person named on the Validation Certificate.

Vehicle – the vehicle covered on your warranty and the Validation Certificate.

Breakdown – a mechanical or electrical failure, puncture or accident, which immediately renders the vehicle immobile.

Territorial limits – means Great Britain, Northern Ireland, Scotland and Wales.

### Important Note

Details of Marshall Assist cover may not reach us by the time assistance is required. In this unlikely event, we will always assist customers, but before assistance can be provided, we will ask you to provide **immediate payment** for the service required by Credit or Debit card. This payment can be claimed back from Marshall Assist when your details are confirmed as being on their records. Please contact the supplying dealer if you have any questions concerning this procedure.

### Call 0344 573 8061

Tell the controller who answers your call:

- you are a Marshall customer
- your warranty type, number and car registration number
- where your vehicle is
- what seems to be the problem (for example, if you have a puncture, tell the controller your tyre size)
- if you also intend to claim under your warranty you must telephone the Administrator on 0344 573 8005 and obtain advance authorisation before any repairs are commenced.

### STRICTLY FOR RESCUE

#### 0344 573 8061

#### About your Marshall Assist

**If your vehicle breaks down as defined below, cover will be provided as follows:**

#### Marshall Assist Services

#### Roadside Assistance and Nationwide Recovery

If your vehicle breaks down due to mechanical or electrical failure, sustains a puncture or is involved in an accident, we will send help to the scene. We will arrange to pay call out fees and mileage charges needed to repair or assist with the vehicle. If, in the opinion of our recovery operator, they are unable to repair the vehicle at the roadside we will assist in the following way:

- Arrange and pay for your vehicle, you and up to

five passengers to be recovered to the nearest garage able to undertake the repair.

- If the above is not possible at the time, we will arrange for your vehicle, you and up to five passengers to be transported to your home or original destination.

## **Marshall Assist** (continued)

### **Home Assist**

We will despatch one of our recovery operators to your home address or within a one-mile radius only.

Please note: Any repairs undertaken by our recovery operators at their premises are provided under separate contract, which is between you and the garage.

### **Caravans and Trailers**

If your vehicle breaks down and your caravan/trailer is attached, provided that it is fitted with a standard towing hitch and does not exceed 23 feet in length, your caravan/trailer will be recovered with your vehicle at no extra cost.

### **Message Service**

If you require, we will gladly pass on two messages to your home or office to let them know of your predicament and ease your worry.

### **Accident Cover**

If your vehicle is involved in an accident rendering it immobile or illegal we will transport your vehicle to a nominated local address within the United Kingdom.

### **Puncture Cover**

If your vehicle sustains a puncture and you are unable to change the wheel, service will only be provided if your vehicle is carrying a serviceable spare wheel or inflation kit. If you are not carrying a spare wheel as your vehicle was never provided with one by the manufacturer and the inflation kit is ineffective due to a badly damaged tyre, then we will provide service under the terms of the vehicle being immobilised.

In the event your vehicle is fitted with run-flat tyres and, due to the time of day or local stock availability, a replacement cannot be found within the 50 miles the vehicle can be driven for on a run-flat tyre, you and your vehicle would be recovered to your home or original destination in the same way as any other irreparable breakdown.

### **Toll Fees**

In the event of a valid claim we will pay ferry and toll fees ONLY within the confines of the United Kingdom and Northern Ireland.

### **Exclusions**

Marshall Assist does not cover the following:

- 1** Any caravan/trailer where the total length exceeds 23 feet and where it is not attached to the vehicle with a standard towing hitch.
- 2** Contracts not registered with us.
- 3** The cost of any parts, components or materials used to repair the vehicle.
- 4** Any costs or expenses not authorised by our Rescue Controllers.
- 5** The cost of food, drinks, telephone calls or other incidentals.
- 6** The cost of alternative transport.
- 7** The cost of petrol, oil or insurance for a

hire vehicle.

**8** The recovery of the vehicle and passengers if repairs can be carried out at or near the scene of the breakdown within a reasonable time. If recovery takes effect we will only recover to one address in respect of any one breakdown.

**9** Overnight accommodation or car hire charges.

**10** Breakdowns caused by failure to maintain the vehicle in a roadworthy condition including maintenance or proper levels of oil and water. If, in the opinion of our recovery operator, the vehicle is found to be unroadworthy due to lack of maintenance, unless servicing records can be provided, we may terminate your warranty immediately, notifying you by letter of what action we have taken.

**11** Vehicles where service cannot be effected because the vehicle does not carry a serviceable spare wheel.

## **Marshall Assist** (continued)

**12** Any request for service if the vehicle cannot be reached due to snow, mud, sand or flood or where the vehicle is not accessible or cannot be transported safely and legally using a standard transporter.

**13** Any request for service if the vehicle is being used for motor racing, rallies, public hire, private hire or any contest or speed trial or practice for any of these activities.

**14** Overloading of the vehicle or carrying more passengers than it is designed to carry.

**15** Claims not notified prior to expenses being incurred.

**16** The charges of any other company (including Police recovery) other than our recovery operator.

**17** Loss or damage to the vehicle or its contents.

**18** Direct or indirect loss, damage or liability caused by, contributed to or arising from:

1 Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear waste from the combustion of nuclear fuel.

2 the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.

3 any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power.

**19** Any false or fraudulent claims.

**20** Failure to comply with requests by us or our recovery operators concerning the assistance being provided.

**21** Fines and penalties imposed by courts.

**22** Any charges where you, having contacted us, effect recovery or repairs by other means.

**23** Ferry and Toll charges outside of Mainland UK.

**24** Any claims relating to vehicles in excess of 35 cwt-3.5 tonnes.

**25** Any service or insurance cover where remedial action has not taken place following a previous breakdown.

**26** More than six callouts per contract per year.

**27** Claims totalling more than £2,500 in any one year.

**General Conditions**

**1** We will provide cover if:

a) You have met all the terms and conditions within this contract.

b) The information provided to us, as far as you are aware, is correct.

**2** The driver of the vehicle must remain with or nearby the vehicle until help arrives.

**3** We may cancel the contract by sending seven days notice to your last registered address.

**4** There is no return of contract cost. Marshall Assist is administered by Call Assist Ltd.

Should you wish to contact us, please send your correspondence to:

Call Assist Ltd

Axis Court

North Station Road

Colchester CO1 1UX.

**MARSHALL ASSIST Helpline**

**0344 573 8061**

## MOT Test Cover

**Your** Marshall MOT Test Cover is provided as part of the warranty **you** have purchased on warranty periods of 12 months duration or more. It has been designed to make sure **you** get the most from **your** motoring with minimum inconvenience.

This section within **your** handbook explains how **your** MOT Test Cover works and the main benefits **you** now enjoy. Please ensure **you** keep this in **your** vehicle with **your** Validation Certificate as **you** will need them in order to make a claim.

**Please ensure you fully understand the terms and conditions relating to the cover. In order to benefit from the cover provided, you must return to Marshall for your MOT test.**

**Definitions:**

**You/Your** – the person named on the Validation Certificate.

**Period of Cover** – means the dates shown in the Validation Certificate.

**Administrator** – means Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

**Vehicle** – means only the **vehicle** as identified on the Validation Certificate for private use (excluding taxis, private hire, courier services, haulage or transportation of goods and motor cycles) for use on the public highway and designed to carry no more than eight people including the driver or small commercial **vehicle** of less than 3,500kg gross weight.

**We/Us/Our** – means Marshall.

**MOT Test Cover**

With MOT Test Cover (see Validation Certificate for details) **you** will be covered against the cost of repairing, replacing or altering the following parts of the covered **vehicle** if cited on the Notification of refusal to issue a Certificate (VT30), as being the reason for the failure of the MOT test after the start of the cover.

**Cover Includes:**

- **All Lighting Equipment** – including bulbs and headlamp lenses.
- **Steering** – manual and power steering units.
- **Suspension** – drag links, track rod ends, shock absorbers, springs, wishbones, swivel joints, mountings, sub-frames and wheel bearings.
- **Braking System** – master cylinder wheel cylinders, calipers, brake discs and drums, load compensator, ABS modulator/sensors/computers and brake pipes, hoses and cables.
- **Seat Belts** – mountings, belts, retractors and buckles.

**Important**

All other components are excluded from the cover provided by this MOT Test Cover.

Please note that this MOT Test Cover does **not** cover the following:

- Accidental or malicious damage.
- Neglect or wear and tear reported during the **vehicle's** previous service.
- Actual tuning or adjustments to the fuel system.
- Windscreen, tyres, wheels, exhaust systems, catalytic convertors.
- The cost of MOT test, re-test and repairs not completed within 30 days of issue of the MOT Test Certificate Report VT30.
- All other components not listed within the 'Cover Includes' section above.

For details of the period covered please see **your** Validation Certificate.

## MOT Test Cover (continued)

**Terms and Conditions**

**Please carefully read the following terms and conditions.**

1 Marshall MOT Test Cover does not cover:

A Any parts which have not actually failed, which are replaced or reported during routine servicing and/or repair of other parts which have failed.

B Any loss in excess of the maximum claim liability of £500 (including VAT)

C Liability which attaches by virtue of an agreement but which would not have attached in the absence of the said agreement.

D Any **vehicle** used for hire or reward (e.g. taxis, self-drive hire, driving schools, etc) or any commercial **vehicle** over 3.5 tonnes GVW or a **vehicle** used in any sort of competition, rally or racing of any kind.

E Any liability for death, bodily injury, or damage to other property or any consequential loss of whatsoever nature arising directly or indirectly from the claim or event giving rise to a claim under this MOT Test Cover.

F Any damage occurring which is due in whole or in part to any type of accident or any act of omission which is wilful, unlawful or negligent.

G Any loss, damage or failure which, in the opinion of a qualified engineer appointed by Car Care Plan, was caused wholly or

partially from a lack of maintenance or neglect in taking reasonable preventative steps.

H Any MOT test or re-test fee.

**2** Only one MOT Test Cover claim is permissible per 12 months of cover.

**3** MOT Cover is not transferable to another **vehicle** and is only valid for the **vehicle** stated.

**4** All claims must be supported by a VAT receipted invoice from **your** repairer.

**Vehicle** service schedule – the **vehicle** must be serviced to comply with the manufacturer's service schedule and failure to do so will invalidate **your** claim. If **you** fail to follow manufacturer's recommended service guidelines, this MOT Test Cover may not apply. When **you** have **your vehicle** serviced, there is a maximum of 500 miles or four weeks tolerance, whichever occurs first. It is important that **you** retain **your** service receipts as they may be required to validate any claim **you** make.

**5** The reimbursement for any claim under this MOT Test Cover shall not exceed the **vehicle** manufacturer's list prices for parts and labour costs necessarily incurred in repair of covered components and **we** may insist upon the use of manufacturer's equivalent parts up to the maximum aggregate claim liability of £500 (including VAT) during the 12 month period of the MOT Test Cover.

**6** Any exploratory dismantling charges will only be reimbursed as part of a valid claim. It is the responsibility of the **vehicle** owner to authorise dismantling and to pay the charges if such dismantling proves that the failure is not covered by the MOT Cover. The **Administrator**, on **our** behalf, reserves the right to subject the failed parts to expert assessment.

**7** The MOT Test Cover will not cover any component covered by any other existing warranties or insurances.

**8** If any claim is fraudulent in any respect all benefits under this Cover will be forfeited. **We** shall not be liable for any statement or representation, written or verbal (by whomsoever made), which contradicts the terms and conditions in this MOT Cover, unless such statement or representation is supported by **us**, or on **our** behalf, by the **Administrator** in writing.

## MOT Test Cover (continued)

**9** Cover under this MOT Test Cover may only be granted to individuals residing, or corporate bodies registered in the United Kingdom. This MOT Test Cover does not become effective until it has been registered by the **Administrator**, on behalf of **us**, and a Validation Certificate has been issued.

**10** The MOT Test Cover is in addition to **your** legal rights, and does not affect **your** statutory rights as a consumer.

**11** This MOT Test Cover does not cover accidental or malicious damage or neglect or any component noted as advisory on the VT30.

**12** You must have a minimum of three months' MOT remaining on **your vehicle** at the point of buying Marshall MOT Test Cover. Claims cannot be made within the first 90 days of cover.

**How to Claim**

In case **your vehicle** fails its MOT test, all **you** have to do is to ensure that Marshall is aware **you** have MOT Test Cover and hand over:

- **Your** MOT Test Cover Validation Certificate.
- The previous valid MOT Certificate and the VT30 form citing the reasons for failure. Marshall will then take authorisation from Car Care Plan to carry out all necessary repairs and **you** will only have to sign the repair invoice.

Please note: The repairer should make the invoice payable to Marshall Motor Group.

**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 in the first instance on 0344 573 8005 or in writing to: The Customer Services Manager, Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG. You can also email us at [complaints@carcareplan.co.uk](mailto:complaints@carcareplan.co.uk).

## Transfer of Warranty, Recovery and MOT Test Cover (where applicable)

If you sell your vehicle during the period of your Warranty/recovery and MOT Test Cover (where applicable), you may transfer the benefits to the new vehicle owner, provided that the vehicle is sold privately and not through a garage, motor trader, auction or similar company. The transfer will be subject to a £25 administration fee. The transfer will be subject to Car Care Plan's approval and the fee will be returned in the event of non-acceptance.

**New Owner**

Name

Address

Mileage at Transfer

Date of Transfer

Warranty Type and Number

Vehicle Reg. No.

Warranty Holder's Signature

I/We have read and agree with the terms and conditions of this warranty and request its transfer.

**New Owner's Signature**

Date

Please check that all due services have been carried out as inadequate servicing may render this warranty void.

When completed this form should be sent with your cheque for £25 to:

Marshall Warranty

Jubilee House

5 Mid Point Business Park

Thornbury

West Yorkshire BD3 7AG.