

Eden Extended Warranty



# Welcome

As a part of **our** commitment to **our** customers **we** have designed a comprehensive range of products and services to help **you** avoid any unexpected motoring costs in the future. These products include Eden Extended Warranty and Eden Assist breakdown recovery. It is very important that **you** understand all of the benefits this package provides, so please read each page of this document carefully.

If **you** would like more information on any of the products and services listed in this document, contact a member of **our** sales team who will be pleased to help **you**.

**You** can find contact details for all Eden dealerships at www.edenmotorgroup.com.

Note: Please keep this document and your validation certificate somewhere safe at all times.

# **Contents**

General information	
Your questions answered	2-3
Contractual agreements	4
Definitions	5-6
Eden Renewal Warranty	
Eden Renewal Warranty – parts covered	7-14
Warranty terms and conditions	15-20
How to claim	21-22
Warranty extra benefits	23
Eden Assist	24-31
Complaints procedure	32-35
Important information	36-38
Form to transfer the warranty and recovery to a new owner	39-40



## Your questions answered

#### Where should I keep my document?

Always keep this document, and **your** Eden **validation certificate**, somewhere safe. **You** never know when **you** might need it.

### When is my service due?

The **vehicle** must be serviced, in line with the terms set out on page 23, by a VAT-registered repairer, preferably at one of **our** dealerships.

## What should I do if my vehicle breaks down?

If your vehicle breaks down, contact our customer support line on 0344 573 9299. If you need help at the roadside, either because of a breakdown or an accident, please ring Eden Assist on 0344 573 8147.

We recommend that you have your vehicle repaired at the dealership that supplied it. This will mean that we can settle the cost of your repairs direct, without the need for another repairer to send their invoice to the claims administrator.

However, if you want to use your local repairer, you must make sure that they follow our claims procedure as set out on pages 21-22 and send their invoice, with any documents we ask you for to support your claim, to us at the following address. (They must give the claim number we give them.)

Car Care Plan Limited

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

## General information (continued)

Please note: If **you** do not have **your** warranty repair carried out by a Eden dealer, **you** may have to pay for the repairs and then claim the cost back from **us** under **your** Eden Extended Warranty.

# Can I transfer my Eden Extended Warranty and Eden Assist to a new owner?

If you sell your vehicle during the period of your warranty, you can transfer the benefits to the new owner, as long as:

- you sell the vehicle privately and not through a garage, motor trader, auction or similar company; and
- we agree to the transfer.

You will have to pay a £25 administration fee. If we don't agree to the transfer, we will return the administration fee.

See pages 39-40 for the transfer form.



This policy wording is a legally binding insurance contract between **you** and **us** (Motors Insurance Company Limited).

**We** are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority (registration number 202875). **You** can check this on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/register.

This policy is administered by Car Care Plan Limited (the **administrator**), who are authorised and regulated by the Financial Conduct Authority.

Please make sure **you** fully understand the terms and conditions relating to the warranty and any other services **you** have chosen.

When **you** receive **your validation certificate**, please check that it contains the correct details and tell **us** immediately if there are any mistakes.

### Claims phone numbers

Mechanical Breakdown Warranty 0344 573 9299 Eden Assist 0344 573 8147

# Please read the pages listed below before phoning.

pages 7-14 pages 24-31

## **Definitions**

Certain words have a special meaning and these words are defined below. To help make this document easy to understand, wherever they appear **we** have highlighted them in bold.

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

**Insurance** – this Eden Extended Warranty, which **we** provide to **you** under the terms, exceptions and conditions set out in this warranty document and the **validation certificate**.

**Mechanical or electrical breakdown** – the failure of a **vehicle** part, causing it to suddenly stop working, for a reason other than wear and tear, normal deterioration or negligence.

Warranty period – the period you are covered for, as shown in the validation certificate.

Validation certificate – the document confirming the details of your cover.

Vehicle – the vehicle identified on the validation certificate.

Warranty holder, you, your, yourself – the person named on the validation certificate or any new owner of the vehicle who the insurance is properly transferred to (see the transfer form on pages 39-40).

**We, us, our** – Motors Insurance Company Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG. **We** provide this **insurance**.

#### **Important**

Please read the following notes carefully. **You** will not be covered by this insurance until:

- you have paid the correct premium to us or the administrator; and
- the administrator has sent you a validation certificate.

Cover under this **insurance** is only available to people living in, and companies registered in, the United Kingdom.



## **Our liability**

The most we will pay for each claim is shown on the validation certificate. The amount shown will include VAT and the cost of recovering the vehicle or vehicle-hire charges (or both). If you make more than one claim during the warranty period, the most we will pay in total for all claims is the market value of the insured vehicle.

**We** will not pay the VAT part of any claim if **you** are registered for VAT. If **your** claim is valid, **we** will pay any charges involved in diagnosing the fault, up to £75 per claim (including VAT) or one hour of labour, whichever is lower.

# **Eden Extended Warranty – parts covered**

Your Eden Extended Warranty covers almost all mechanical and electrical parts of your vehicle against mechanical and electrical breakdown, depending on the conditions set out below and the maximum claim limit. There are some parts, such as service items, which are not covered. Please see the 'What is not covered' section on pages 8-9.

**Mechanical and electrical breakdown** is the failure of a **vehicle** part, causing it to suddenly stop working, for a reason other than negligence. Damage caused by the **vehicle** overheating is not considered a mechanical breakdown under the terms of the warranty.

#### Wear and tear cover

Eden Extended Warranty provides additional cover for parts that have suddenly stopped working as a result of wear and tear.

Parts will not be covered if they were already in an advanced state of wear at the start date of this warranty.

This additional cover for wear and tear does not include repairs to brakes and clutches (as these parts are designed to wear over time in order to work) or burnt-out friction materials (for example, brake pads and clutch plates), or repairs carried out to reduce the amount of oil the **vehicle** uses, if there has been no mechanical failure.

We will disregard the age and mileage of the vehicle when considering a claim under wear and tear cover. Parts that have stopped working due to wear and tear are covered, but any parts that are worn but have not actually stopped working are not. You must meet all other terms and conditions of the warranty to be able to claim under wear and tear cover.



#### What is not covered

Although this warranty provides a high level of cover, the following items are not covered.

- Body parts such as strikers, hinges or any part which may need adjusting from time to time
- Body panels, paintwork or glass
- Weather strips and body seals
- Interior trim, seats and seat belts
- Recharging the air conditioning unit (unless this is needed as part of a repair that is covered under this warranty)
- Software updates (unless these are needed as part of a repair that is covered under this warranty)
- Replacing brake parts due to wear and tear
- Replacing any clutch parts due to wear, incorrect adjustment or misuse
- Clearing fuel lines, filters, throttle bodies and pumps, and repairing damage caused by using incorrect or contaminated fuel
- Airbags, wiring and connections, fuses, batteries (see note below), bulbs and LED lights, exhaust systems, diesel particulate filters (catalytic converters are covered), wiper blades, wheels (including balancing and aligning wheels) and tyres
- Water damage (including water damage to parts that would otherwise be covered)
- Oil leaks, unless a major part (such as the engine or gearbox) needs to be removed as a result of the leak, lubricants, filter parts and any damage caused by frost, lack of oil or anti-freeze, or an accident or negligence

- Traffic-management system, satellite navigation system, telephones (including Bluetooth equipment), TV, DVD and associated equipment, and any radios, cassette players, CD players or any other in-car entertainment parts not fitted by the manufacturer
- Normal maintenance, servicing and replacing items such as spark plugs and plug leads
- Any damage to or loss of parts that are not directly covered under this warranty
- Burnt-out, sticking or pitted valves
- Any part relating to living in (or staying in) the vehicle. This includes
  cooking and washing facilities, equipment to supply and dispose of water,
  the refrigeration system, the gas supply and heating system, and sleeping
  facilities. We do not cover electric and hydraulic motors, pumps,
  equipment to operate the roof and awning, electric hook-up equipment
  and any other electrical parts relating to living or staying in the vehicle
- Damage resulting from the failure of a timing belt which has not been replaced in line with the manufacturer's recommendations

(**We** will only cover this damage if **you** can provide proof that the timing belt has been replaced in line with the manufacturer's service schedule.)

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

**Note:** This only applies to **vehicles** with petrol or diesel engines. For hybrid and electric vehicles, please see pages 11-14.



# (continued)

## **Catalytic converters**

### Catalytic converters are covered as follows.

This warranty will cover the cost of replacing the **vehicle's** catalytic converter (or converters) if the **vehicle** fails to meet the relevant in-service exhaust emissions standard following a test of its exhaust gas and:

- the catalytic converter (or converters) is no longer serviceable;
- you send the results of the failed test to our claims department when you
  ask the administrator to authorise the repair; and
- after the catalytic converter (or converters) is replaced, you send a results print-out from a successful test to our claims department with the repair invoice.

This benefit does not cover the cost of replacing the catalytic converter (or converters) if the failure is due to a collision, accidental damage or the wrong fuel being used in the **vehicle**.

We understand that the changing technology within motor vehicles can seem complex and confusing. We are committed to making sure that all of our customers feel comfortable with their vehicle warranties and are confident that we understand the changing technology and, most importantly, reflect that in our products. We are pleased to confirm that if your vehicle is fitted with any of the following parts, they are covered by your warranty.

#### Electric vehicles

We have added this section to cover the parts that are unique to plug-in hybrids, self-charging hybrids and full electric vehicles.

As well as the high level of cover listed throughout this warranty document, there are a number of unique parts in **your vehicle** that relate to the electric power, and some of the extra items covered under this warranty are listed below. These items may or may not be fitted to **your vehicle**, depending on the type of electric drive **you** have chosen (for example, full electric, hybrid or self-charging hybrid).

**DC/DC converter:** This device converts higher-voltage DC power from the traction battery pack to the lower-voltage DC power needed to run **your vehicle's** accessories and recharge the auxiliary battery.

**Electric traction motor:** Using power from the traction battery pack, this motor drives the **vehicle's** wheels. Some **vehicles** use motor generators that both drive the wheels and charge the battery.

**Onboard charger:** This device takes the incoming AC electricity supplied from the charge port and converts it to DC power for charging the traction battery. It also communicates with the charging equipment and monitors battery characteristics such as voltage, current, temperature and the level of charge while charging the pack.

**Power electronics controller:** This unit manages the flow of electrical energy provided by the traction battery, controlling the speed of the electric traction motor and the torque that it produces.

**Thermal system (cooling):** This system maintains the proper operating temperature range of the engine, electric motor, power electronics, and other parts.

Battery (all-electric auxiliary): In an electric-drive vehicle, the auxiliary battery provides electricity to power the **vehicle's** accessories.

**Traction battery pack:** This pack stores electricity for the electric traction motor.

**Transmission (electric):** The transmission transfers mechanical power from the electric traction motor to drive the wheels.



**Electric generator:** This generates electricity from the wheels while braking, transferring that energy back to the traction battery pack. Some **vehicles** use motor generators that both drive the wheels and charge the battery.

**Charge port:** The charge port allows the **vehicle** to connect to an external power supply in order to charge the traction battery pack.



#### Terms and exclusions for electric vehicles

#### Traction battery pack:

A traction battery pack is made up of several battery modules that are mounted together in a frame. Each module is made of many cells mounted together.

The batteries in an electric vehicle undergo cycles of 'discharge' (the use of stored electrical energy when the **vehicle** is being driven) and 'charge' (when the **vehicle** is plugged in). Repeating this process over time affects the amount of charge the battery can hold. This decreases the range and time needed between each journey to charge.

While the manufacturer's warranty for the electric **vehicle** battery is in place, that will take precedence over this extended warranty if **you** need to claim for a sudden and unexpected failure.

Charging and discharging a battery will cause gradual deterioration of the battery over time. This warranty covers the main **vehicle** battery for sudden and unexpected failure to hold its charge effectively. Gradual battery deterioration is not covered by this warranty.

The administrator will decide the measurement method used to work out battery capacity, and whether to replace, repair or provide reconditioned or re-manufactured parts.

Charge port: External charging system parts, including the charge connector and cable, home-charging dock and fast-charging port, photoelectric cells, mechanical or electrical failure caused by not maintaining or using the battery correctly, or parts failing as a result of being overloaded, power surges or abnormal use.

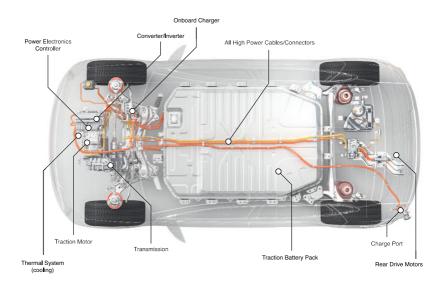


#### Vehicles with leased batteries:

Some makes of **vehicle** have a separate battery agreement that means the battery is supplied and maintained under a non-ownership 'battery lease' agreement which covers the cost of repairing or replacing the battery. If **you** have one of these agreements in place, the traction battery pack is not covered.

## Manufacturer guarantee on traction battery

This warranty does not cover **your** traction battery while it is still under the manufacturer's guarantee. Cover under this warranty will not start until the manufacturer's guarantee ends.



## Warranty terms and conditions

## Warranty conditions

The conditions of this warranty are set out below. Please take time to read them. **We** will only cover repairs if **you** agree to these conditions.

- 1 It is your responsibility to decide whether to authorise a repairer to dismantle your vehicle or any covered part. 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, assurance or opinion which contradicts the conditions of this warranty unless they have agreed to this in writing.
- 3 We can choose whether to provide replacement parts and carry out repairs under this warranty or arrange for a third party do this.
- 4 If we do not carry out the warranty repair, we will not pay more than the manufacturer's list prices for parts. For parts which can only be bought from outside the UK, we will pay the UK price of an equivalent part. For labour costs that are needed to repair those parts, we will pay 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.
- If you do not have the vehicle serviced in line with the manufacturer's service schedule or maintain the vehicle as recommended by the manufacturer, this warranty will not apply to any fault that results from this. When you have your vehicle serviced, you are allowed 1,000 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 keep your service receipts as they may be needed to validate any claim you make. Please note that if you do not have your vehicle serviced at one of our locations, it must be serviced by a VAT-registered repairer, unless the administrator has agreed otherwise.
- 6 This warranty is valid for breakdown in the United Kingdom (which includes Great Britain and Northern Ireland), the Channel Islands and the Isle of Man. The warranty is also valid while your vehicle is outside the United Kingdom, but within the EU or the EFTA (European Free Trade Association), for up to 60 days a year.



- **7** We have the right to provide replacement parts and carry out repairs under this warranty, or to arrange for a third party to do this on **our** behalf.
- 8 This warranty does not cover the following.
  - a Any vehicle where the speedometer or milometer has been interfered with, altered or disconnected
  - **b** Repairs, replacements or alterations not authorised by the **administrator**
  - c Routine servicing or maintenance of a vehicle
  - d Repairs to **vehicles** which have been modified after the warranty is sold, if that modification has contributed to the failure or has failed itself
  - e Any **vehicle** used for hire or reward (such as taxis or courier, delivery or driving-school vehicles), any commercial vehicle with a gross vehicle weight of more than 3.5 tonnes, or a **vehicle** used in any sort of competition, including track days, rally or racing
  - **Vehicles** that are used to provide a public service (for example, police vehicles or ambulances)
  - g The gradual reduction in performance of any part (fair wear and tear) due to the age of the vehicle or the number of miles it has covered (or both)
  - Any liability for death, bodily injury, damage to property or loss caused directly or indirectly by the claim or event leading to a claim under this warranty (this exclusion does not apply to any death or bodily injury caused by the repairer or any of their agents being negligent)
  - i Any damage which is due to any type of accident
  - j Any damage which is a direct result of something **you** or anyone else (other than the repairer or their agents) has done or has failed to do
  - **k** Any parts which are replaced as part of a normal service
  - 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 existed before the warranty began
- Any damage to parts caused by using the wrong fuel or contaminated fuel
- Parts or repairs that are covered by any other warranty or insurance
- p American imports, kit cars, motorcycles and motorhomes
- q Water damage (including water damage to parts that would otherwise be covered)
- Anything caused directly or indirectly by war, riot, revolution or any similar event, or by vandalism, theft or attempted theft from the vehicle
- S Any loss, damage, liability or expense directly or indirectly caused by, contributed to or arising from any system, software programme, malicious code, virus, process or other electronic system being used to cause harm
- t Any **vehicle** owned by a motor trader or the owner of a garage or an associated company (or their employee, friend or relative)
- 9 This contract will be governed by and interpreted in line with the laws of England and Wales. Any disputes arising in relation to this warranty will be dealt with in the English courts.
- 10 Nothing in these conditions will reduce **your** legal rights relating to faulty or mis-described goods. For more information about **your** legal rights, contact **your** local trading standards department or citizens advice bureau.
- 11 If your claim is valid, we will pay any charges involved in diagnosing the fault, up to £75 per claim (including VAT) or one hour of labour, whichever is lower.
- 12 The period of the warranty is shown in the validation certificate. If, for any reason, the standard manufacturer's warranty period does not apply, the start and end date of this warranty will still be as shown in the validation certificate. If this warranty starts earlier than the date shown in the validation certificate because the manufacturer's warranty has ended sooner than expected because of your vehicle's mileage, this warranty will end earlier than shown and reflect the warranty period bought or provided.



#### Sanction limit and exclusion clause

We will not provide cover and will not pay any claim or provide any benefit under this insurance if doing so would put us or the administrator at risk of any sanction, ban or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the United Kingdom or the United States of America.

## Your right to cancel and refunds

We hope you are happy with the cover this policy provides. However, if after reading your policy document, you find that this insurance does not meet your needs, you can cancel the cover within 30 days of buying it. If you want to cancel within this period, please contact the administrator on 0344 573 9299 for a full refund.

If you want to cancel your policy after this 30-day period, you can cancel it at any time, but you will have to pay a cancellation fee of £35. Any refund you receive will be based on the number of whole months of cover remaining on the policy (the months you will not receive cover for). To cancel your policy after the 30-day cancellation period, contact the administrator by calling 0344 573 9299 or writing to:

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

You will not be entitled to a refund if:

- you have made a claim;
- you are in the last 30 days of cover; or
- the warranty has been transferred to **you** from the original owner.

If you have paid for your policy in instalments through an instalment agreement with the administrator (Car Care Plan Limited), any refund you are entitled to will be calculated in line with the following rules.

If you have paid all the instalment payments, we will calculate the refund based on the number of whole months of cover remaining on the policy, and pay it direct to you.

If **you** have not paid all the instalment payments, **we** will calculate the refund in the same way, and the following will apply.

- 1 If the refund **you** are eligible for is more than the instalment payments **you** owe the **administrator**, **we** will pay the amount of the outstanding instalments to the **administrator** and pay the difference to **you**.
- If the refund you are eligible for is less than the instalment payments you owe the administrator, we will use the refund as part payment of your total outstanding instalment payments. You will continue to be responsible for paying the remaining outstanding payments due under your instalment agreement until you have settled the balance (calculated when you told the administrator you wanted to cancel).

Please allow up to 28 days for the **administrator** to process **your** cancellation and refund.



## Policy premium payments

Eden Extended Warranty is a 12-month policy. You can pay for it with a single upfront payment or by monthly instalments. We will provide the same level of cover whichever way you pay.

If you choose to pay by instalments, you will enter into an agreement with the administrator to buy the full 12-month policy, spreading the cost over interest-free instalments. You must continue to pay your instalments until you have paid the full cost for the year.

You must pay the premium every month on or before the date it is due, until you have paid for the full year. If you fail to pay a monthly premium when it is due, all cover will end immediately from that date. If you have made a claim under the policy, the administrator will ask you to continue to pay your monthly instalments.

#### Please note:

We will not automatically renew your cover after the initial 12-month period. We will write to you at the last address you provided to give details of how to continue your cover. (Your vehicle may need to meet certain conditions for us to be able to continue to provide cover.)

## How to claim

To make a claim on your warranty, please follow the steps below.

- 1 Take **your vehicle** back to the dealership where **you** bought it, or another VAT-registered garage, and give them the warranty document.
- 2 The repairer must call **our administrator** on 0344 573 9299 to authorise the repair.

Our administrator will need the following details.

- a) The fault
- b) The date the fault was first noticed
- c) The **vehicle** mileage
- d) Details of the parts that need to be replaced, and a full detailed estimate of parts and labour costs
- 3 Our administrator will issue an authorisation number for the amount of the claim that they agree to pay.
- 4 The repairer should then invoice our administrator direct and send the invoice to:

Car Care Plan Limited

Jubilee House

5 Mid Point Business Park

Thornbury

West Yorkshire BD3 7AG.

5 Or you may have to pay the repairer direct and send our administrator a copy of the invoice to claim back the amount of the authorised costs.

Important – Repair work must not start until our administrator has authorised the claim. If a repair is started before it is authorised, we may not accept a claim under this cover.



## How to claim (continued)

## Repairs abroad

If **your vehicle** breaks down outside the United Kingdom, the following conditions apply.

- The repair must be carried out in a country that is a member of the European Union or the EFTA (European Free Trade Association).
- We will not pay more than the equivalent UK rate for labour charges and manufacturer list prices for parts at the date of the repair.
- You should authorise the repair yourself and contact our administrator to claim back the cost when you return to the UK. The most we will pay is the claim limit set out in this document and in the validation certificate.
- We will refund you in pounds sterling at the rate of exchange that applied at the time of the repair.

## **Payment**

**You** must send the original repair invoice, including the repair approval number, to **our administrator**. **You** must also fill in and return any claim form that the **administrator** asks **you** to fill in.

To make sure **you** receive the highest levels of service, phone calls to **our administrator** are recorded.

## Maximum claim liability

The most **you** can claim for each individual claim is limited to the market value of the insured **vehicle** at the date of the claim, including VAT. If **you** need to make more than one claim during the **warranty period**, the most **we** will pay in total for all claims is the market value of the insured **vehicle** (which **we** will decide by referring to *Parkers Price Guide*).

# Warranty extra benefits

If you make a valid claim, we will provide the following extra benefits.

### Replacement vehicle

If you have a valid claim, you can claim up to £35 a day (including VAT, but not including the cost of petrol and insurance) towards the cost of a replacement vehicle to use while your vehicle is being repaired. We will not pay for a replacement vehicle for the first 24 hours that you cannot use your own vehicle.

After this period, you can claim for a replacement vehicle for up to seven days.

**You** must call the **administrator** for approval before **you** use this service. **We** will not be liable for any extra costs caused by:

- any delay while the repairer has to wait for parts; or
- the cost of parts being transported.

## Overnight accommodation and rail fares

We will pay up to £60 towards the cost of a hotel room or a return rail ticket if the **vehicle** breaks down and **you** cannot return home. **You** will need to send **us** a receipt. **You** cannot claim for the cost of meals and drinks. This benefit is only available if the **administrator** approves **your** claim.

### **Driving abroad**

The warranty is valid for up to 60 days per year for driving in the EU or the EFTA (European Free Trade Association). The **administrator** will not pay more than the equivalent UK cost for parts and labour.

Please note, we will not provide these benefits if the part that has failed is not covered by this warranty. Payments will be limited to the amounts shown in the validation certificate.

### **Towing charges**

If your claim is valid and your vehicle needs to be towed, you can claim up to £70 per claim (including VAT) for towing. You must provide a receipt from a recovery company showing the towing charges.



If **you** have bought this additional cover as part of **your** warranty, **we** will provide the following benefits.

#### **Definitions**

Certain words have a special meaning and these words are defined below. To help make this document easy to understand, wherever they appear **we** have highlighted them in bold. Please note, these definitions apply to the Assist section only.

**Breakdown** – a mechanical or electrical failure, puncture or accident, which immediately means **you** cannot drive the **vehicle**.

Passengers – all people travelling in the **vehicle** at the time of the **breakdown**, up to the legal limit, who have not paid a fare to travel.

**Territorial limits** – Great Britain, Northern Ireland, Isle of Man, Jersey and Guernsey.

Us, we - Eden Assist.

**Vehicle** – the **vehicle** covered by **your** warranty, as shown on the validation certificate.

You, your – the person named on the validation certificate.

### Important note

Cover is available immediately, but details of **your** cover may not reach **us** by the time **you** need assistance. Although unlikely, if this happens **we** will still help **you**. However, before **we** can help **you we** will ask for **your** credit card or debit card details and ask **you** to authorise payment of the estimated cost of the assistance. If **we** receive confirmation that **you** do not have enough cover, **we** will take payment for any costs that are not covered. If **we** receive confirmation that **you** do have enough cover, **we** will not take any payment.

#### To report a breakdown call 0344 573 8147.

Give the rescue co-ordinator who answers your call the following information.

- Your name and confirmation that you are an Eden customer
- Your warranty number and car registration number
- Where your vehicle is and what seems to be the problem (for example, if you have a puncture, tell the rescue co-ordinator your tyre size)

If you also intend to claim under your warranty, you must call the administrator on 0344 573 9299 and get authorisation before any repairs are started.

If your vehicle breaks down, please call our 24-hour control centre on 0344 573 8147.

With Eden Assist, as part of **your** warranty **you** will be entitled to the following services.

# Home assist, roadside assistance and nationwide or local recovery

If you break down at your home address or anywhere within the territorial limits, we will send help. We will arrange to pay call-out fees and mileage charges needed to repair or help with the vehicle. If our recovery operator cannot repair the vehicle at the roadside, we will arrange and pay for your vehicle, you and any passengers to be taken to the nearest garage that can carry out the repair. If that is not possible, we will arrange for your vehicle, you and any passengers to be taken to your home or planned destination.

Please note, any repairs carried out by **our** recovery operators at their premises would need to be authorised by the **administrator** beforehand.

#### Caravans and trailers

If your vehicle breaks down and your caravan or trailer is attached, as long as it is fitted with a standard towing hitch and is not more than 23 feet long, your caravan or trailer will be recovered with your vehicle at no extra cost.



## Message service

If **you** ask **us** to, **we** will pass on two messages to **your** home or office to let them know **you** have broken down.

#### **Accident cover**

If your vehicle is involved in an accident which means you cannot drive it or it would be illegal to drive it, we will take your vehicle to a nominated local address within the United Kingdom.

#### Puncture cover

If your vehicle has a puncture and we cannot repair it at the roadside, we will take your vehicle, you and any passengers to the nearest garage that is able to carry out the repair. If this is not possible we will take you to your home address or planned destination. You must carry an inflation kit in your vehicle so we can try to repair any punctures at the roadside.

If your vehicle does not have a spare wheel because the manufacturer did not provide one, or the nearest garage is further than the distance you can travel on run-flat tyres, we will provide help.

#### **Toll fees**

If **you** make a valid claim, **we** will pay ferry and toll fees in the United Kingdom only.

# Battery-range anxiety (full electric vehicles only) and running out of fuel (non-electric vehicles)

If your electric vehicle runs out of charge, we will take your vehicle, you and any passengers to the nearest charge point or to your home address or planned destination.

If your non-electric vehicle runs out of fuel, we will take your vehicle, you and any passengers to the nearest fuel refilling station or to your home address or planned destination.

Please note, there is a limit of two call-outs for this in each warranty period.



#### **Eden Assist exclusions**

#### **Exclusions**

Eden Assist does not cover the following.

- 1 Any caravan or trailer where the total length is more than 23 feet or which is not attached to the **vehicle** with a standard towing hitch.
- 2 Contracts not registered with us.
- 3 The cost of any parts or materials used to repair the **vehicle**.
- 4 Any costs or expenses not authorised by **our** rescue co-ordinators.
- 5 The cost of food, drinks, phone calls or similar items.
- 6 The cost of alternative transport.
- 7 The cost of petrol, oil or insurance for a hire vehicle.
- 8 The use of specialist equipment which may occasionally be needed because the vehicle is not between the kerbs or has modifications, or because nearby obstructions are making it difficult to help you using the usual methods.
- 9 Assistance that is needed due to lost or broken keys or the keys being locked in the vehicle.
- 10 Recovering the vehicle, you and any passengers if repairs can be carried out at or near the scene of the breakdown within a reasonable time. If we do recover the vehicle, we will take the vehicle, you and any passengers to the same address.
- 11 Overnight accommodation or car-hire charges.

- **12 Breakdowns** which **our** recovery operator considers are caused by failure to maintain the **vehicle** in a roadworthy condition, including routine maintenance or keeping the oil and water to the recommended levels.
- 13 If we cannot provide the service that is needed because the vehicle does not carry a serviceable spare wheel as provided by the manufacturer.
- **14** 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.
- 15 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.
- 16 Vehicles that are overloaded or carrying more passengers than they are designed to carry.
- 17 Claims which you do not tell us about before agreeing to any expenses.
- 18 The charges of any company (including police recovery) other than **our** recovery operator.
- 19 Loss or damage to the vehicle or its contents.
- 20 Direct or indirect loss, damage or liability caused by, contributed to or arising from:
  - ionising radiation or radioactive contamination from nuclear fuel or the from nuclear waste from burning nuclear fuel;
  - the radioactive, toxic, explosive or other hazardous properties of any nuclear equipment or machinery (or any of its nuclear parts); or
  - any results of war, invasion, hostilities (whether war is declared or not), rebellion, revolution, uprising or overthrowing of power.
- 21 Any false or fraudulent claims.
- **22 You** failing to meet any requests by **us**, **our** rescue co-ordinators or **our** recovery operators concerning the assistance being provided.
- 23 Fines and penalties set by courts.
- 24 Any charges where, after contacting **us**, **you** arrange to have the **vehicle** recovered or repaired by another organisation.
- 25 Ferry and toll charges outside mainland UK.



- 26 Any claims relating to vehicles over 35 cwt or 3.5 tonnes.
- 27 Any service or insurance cover where any recommended action or repairs have not been carried out following a previous breakdown.
- 28 More than six call-outs per warranty per year.
- 29 Claims that would take the combined value of claims to more than £2,500 in any one year.
- 30 Any loss, damage, liability or expense directly or indirectly caused by, contributed to or arising from any system, software programme, malicious code, virus, process or other electronic system being used to cause harm.

### General conditions

- We will provide cover if:
  - you have met all the terms and conditions in this contract; and
  - the information you have given us is correct, as far as you are aware.
- The driver of the vehicle must stay with or near the vehicle until help arrives.
- We may cancel the contract, without refunding any payments you have made, by sending seven days' notice to your last registered address. However, we must have valid reasons for doing so. Valid reasons include, but are not limited to:
  - we suspect or have proof of fraud;
  - we discover you are no longer eligible for cover with us; or
  - you are threatening or abusive towards our staff or the people we instruct to help with your breakdown, including the recovery operators.

Eden Assist is administered by Call Assist Ltd.
Call Assist Ltd
Axis Court
North Station Road
Colchester CO1 1UX.

## **Eden Assist helpline**

0344 573 8147



Complaints procedure

If you have a question or a complaint about the way your policy was sold to you, please contact the supplier who sold it to you. We are committed to treating our customers fairly. However, we realise that there may be times when things go wrong.

If **you** have a complaint about **your** policy, **you** should contact the **administrator** by calling 0344 573 9299 or writing to:

The Complaints Team
Car Care Plan Limited
Jubilee House
5 Mid Point Business Park
Thornbury
West Yorkshire BD3 7AG.

 $\textbf{You} \ \text{can also email the } \textbf{administrator} \ \text{at complaints} @ motor-admin.com.$ 

Please tell the administrator your name and your claim number or policy number. Calls to the administrator may be recorded. The administrator will contact you within five days of receiving your complaint. In some cases, this will be to acknowledge your complaint, but in others it may be to give you a full reply. If the administrator cannot deal with your complaint within five working days, they will aim to give you a full reply within 28 days. In complex cases, or where further investigation is needed, this may take longer, and they will let you know if this is the case. The administrator will respond to your complaint within eight weeks, which is in line with requirements set by the Financial Conduct Authority.

### **Financial Ombudsman Service**

If **you** are still not satisfied, **you** have the right to refer **your** complaint to an alternative dispute resolution (ADR) body.

## Complaints procedure (continued)

#### If you live in the UK

If you are still not satisfied with the way in which your complaint has been dealt with, you also have the right to ask the Financial Ombudsman Service to review your case, but you must do this within six months of the date of our final decision.

For more information, **you** can contact the Financial Ombudsman Service or visit their website.

Write to:

The Financial Ombudsman Service Exchange Tower

London E14 9SR.

Phone: 0800 023 4567 or 0300 123 9123.

Website: www.financial-ombudsman.org.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.

The Motor Ombudsman will offer free impartial information and, if appropriate, an alternative dispute resolution process in the event that **you** are not satisfied with the outcome of a concern.

For further information, **you** can visit The Motor Ombudsman website at www.TheMotorOmbudsman.org or call their information line on 0345 241 3008.

To make a complaint to the Motor Ombudsman **you** can either call their information line or fill in an online form at www.themotorombudsman.org/consumers/make-a-complaint.

Please note: The Motor Ombudsman can only deal with **your** complaint if **you** have already complained direct to the **administrator** and at least eight weeks have passed since **you** did that. Complaints to the Motor Ombudsman must be made within 12 months of the **administrator's** final response.





# If you live in the Channel Islands

**You** also have the right to ask the Channel Islands Financial Ombudsman (CIFO) to review **your** case. For more information, **you** can contact CIFO or visit their website.

Write to:

The Channel Islands Financial Ombudsman

PO Box 114

Jersey

Channel Islands JE4 9QG.

Phone: Jersey: +44 (0)1534 748610

Guernsey: +44 (0)1481 722218 International: +44 (0)1534 748610.

Website: www.ci-fo.org.

Email: enquiries@ci-fo.org.

## Complaints procedure (continued)

#### If you live in the Isle of Man

**You** also have the right to ask the Financial Services Ombudsman Scheme for the Isle of Man to review **your** case. For more information, **you** can contact the Financial Services Ombudsman Scheme or visit their website.

Write to:

The Financial Services Ombudsman Scheme Thie Slieau Whallian Foxdale Road St John's Isle of Man IM4 3AS.

Phone: +44 (0) 1624 686500.

Website: www.gov.im/oft.

Email: ombudsman@iomoft.gov.im.

The above complaints procedure does not affect the rights **you** have by law as a consumer or any legal right **you** have to take action against **us**. For more information about **your** rights, contact **your** local authority trading standards service or citizens advice bureau.

### **Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations under this policy. This depends on the type of business and the circumstances of the claim. Services to advise on and arrange insurance are covered for 90% of the claim amount, without any upper limit. For more information about the scheme (including the amounts covered and who can claim), you can contact the FSCS helpline on 0800 678 1100 or 0207 741 4100, visit their website at www.fscs.org.uk or write to:

Financial Services Compensation Scheme

PO Box 300

Mitcheldean GL17 1DY.



## **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.

### 2. Use of your Personal Data

The Data Controller may use the personal data it holds about you for the purposes of providing products, services and insurance, administering memberships, 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.

## Important information (continued)

#### 3. Disclosure of your Personal Data

The Data Controller may disclose your personal data to third parties involved in providing it with products or services, or to service providers who perform services on the Data Controller's behalf. These include group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

#### 4. International Transfers of Data

The personal data the Data Controller collects from you may be transferred to, processed and stored at, a destination outside the European Economic Area ("EEA"). Where the Data Controller transfers your personal data outside of the EEA, the Data Controller will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and 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 ten (10) 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.

# Form to transfer cover to a new owner

PΙ	ease	note	

New owner's details

If **you** pay for the warranty by monthly instalments, **you** can only transfer it to the new owner if **you** have paid all the instalments for the year.

Name
Address
Vehicle details
Registration number
Registration number
Mileage at transfer
Warranty details
Warranty number
······································
Warranty holder's signature



## New owner's declaration and signature

I have read and agree with the terms and conditions of the cover and would like it to transfer to me.

New owner's signature	
G	
_	
Date of transfer	

Please check that all services that were due have been carried out as the warranty may not be valid if not.

When **you** have filled in this form, send it with a cheque for £25 to: Car Care Plan Limited Jubilee House 5 Mid Point Business Park

Thornbury
West Yorkshire BD3 7AG.

Please make cheques payable to:

Car Care Plan Limited.



# **Eden Extended Warranty**

Eden Extended Warranty claims 0344 573 9299

Eden Assist 0344 573 8147

Customer Service 0344 573 9299

Please refer to the relevant 'How to claim' section before phoning.

www.edenmotorgroup.com



Administered by



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

> CCP 12968 PB09783 – 09/2024