

DS AUTOMOBILES
Spirit of Avant-Garde

DS WARRANTY
EXTENDED & RENEWAL





WELCOME TO DS EXTENDED & RENEWAL

We know handbooks are one of the less interesting aspects of owning a car so we've laid out the information you need to know, including all the benefits of the level of cover provided, as clearly and as simply as possible. Please keep BOTH handbook and Welcome Letter somewhere safe as they contain all the information you need.

The Welcome Letter that accompanies this handbook details the warranty duration. The following pages set out exactly what is and what isn't covered by your warranty and/or MOT Test Insurance. Please read each page carefully as it fully explains all terms and conditions, and in particular, the vehicle servicing requirements and claims procedures.

DS Extended Warranty or DS Renewal Warranty and MOT Test Insurance are optional insurance products, that you have chosen to purchase and are contracts of insurance underwritten by Motors Insurance Company Limited.

If anything is unclear, or if you have any questions, please contact DS Automobiles Warranty Administration on **0344 573 8019**.

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SECTION 1 - CONTRACTUAL AGREEMENT

This policy wording is evidence of a legally binding contract of insurance between you and Motors Insurance Company Limited (hereinafter known as the 'Insurer', 'we', 'our', 'us').

Motors Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 202875. This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/register.

This policy is administered by DS Automobiles Warranty Administration which is a trading name of Car Care Plan Limited (hereinafter known as the "Administrator"). Car Care Plan Limited is authorised and regulated by the Financial Conduct Authority under firm reference number 309268. This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/register.



SECTION 2 - DEFINITIONS

Within this document, we use a number of definitions. We've outlined what these definitions mean below.

ADMINISTRATOR

DS Automobiles Warranty Administration is a trading style of Car Care Plan Limited who is authorised by DS Automobiles (a trading style of Citroën UK Limited) to act as their agents in relation to this warranty. Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

WARRANTY

A mechanical and electrical insurance for motor vehicles underwritten by Motors Insurance Company Limited.

GEOGRAPHICAL LIMIT

The United Kingdom (which includes Great Britain and Northern Ireland), the Channel Islands and the Isle of Man and Continental Europe.

CONTINENTAL EUROPE

Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia, Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russian mainland (west of Urals), San Marino,

Serbia, Slovakia, Slovenia, Spain (excluding Ceuta, Melilla and the Canary Islands), Sweden, Switzerland, Turkey (in Europe) plus Uskudar, Ukraine, Vatican City and any offshore islands of the above, except overseas territories outside of Europe.

JURISDICTION CLAUSE

Any dispute concerning the warranty will be decided by the application of English Law.

MECHANICAL OR ELECTRICAL FAILURE

The inability of a covered component to operate in accordance with the manufacturer's specification for a reason other than wear and tear, normal deterioration or negligence.

MOT TEST INSURANCE

Protection against specific components failing an MOT test.

PURCHASE PRICE

The price you paid for your vehicle, excluding any non factory-fitted items. This does not include insurances, Road Fund Licence, finance and insurance products or extras you may have bought when your vehicle was purchased.

THE INSURER

Motors Insurance Company Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

VEHICLE

The motor vehicle referred to in the Welcome Letter that accompanies this handbook.

SECTION 2 - DEFINITIONS

WARRANTY HOLDER, YOU, YOUR, YOURSELF

The person named in the Welcome Letter.

WELCOME LETTER

This is the confirmation that the warranty application has been accepted. When you receive the Welcome Letter, please check that it contains the correct details.

WARRANTY PERIOD

1. DS EXTENDED WARRANTY

The warranty period appears in the Welcome Letter.

The warranty will start and expire on the dates shown in this letter, unless the manufacturer's warranty expires early, in which case the warranty will start and expire earlier and will reflect the warranty period purchased/provided. It should be noted that if the manufacturer's warranty is declared invalid or does not exist for whatever reason, the warranty will still start and expire on the dates shown in the Welcome Letter.

2. DS RENEWAL WARRANTY

The warranty period appears in the Welcome Letter.

The warranty will expire on the date or mileage shown in this letter, whichever occurs first. 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 Welcome Letter.



SECTION 3 - DS EXTENDED WARRANTY ELIGIBILITY REQUIREMENTS

You are only eligible for a DS Extended Warranty if at the time of inception:

YOU:

- Are an individual residing, or a corporate body registered in the United Kingdom; and
- have purchased this cover within 30 days of purchasing your vehicle.

YOUR VEHICLE:

- Is under 8 years old and with less than 100,000 miles on the odometer; and
- has an existing DS Manufacturer Warranty or DS Certified Warranty.

YOUR VEHICLE IS NOT:

- A vehicle with an engine size greater than 3,500cc.
- A commercial vehicle of more than 3,500kg gross vehicle weight;
- a non-European import;
- a motorhome, horsebox, refrigerated vehicle or any vehicle which has been modified from the manufacturer's original specification;
- used as a taxi, mini cab or driving school vehicle;
- used for short term hire or daily rental;
- used for hire and reward;
- used as a delivery or courier vehicle;
- driven in a competitive motoring event;
- used for public services including police, ambulance, fire or military service.

SECTION 3 - DS RENEWAL WARRANTY ELIGIBILITY REQUIREMENTS

**You are only eligible for a DS Renewal Warranty
if at the time of inception:**

YOU:

- Are an individual residing, or a corporate body registered in the United Kingdom.

YOUR VEHICLE:

- Is under 10 years old and with less than 100,000 miles on the odometer; and
- has an existing DS Manufacturer Warranty, DS Certified Warranty, DS Extended Warranty or DS Renewal Warranty.

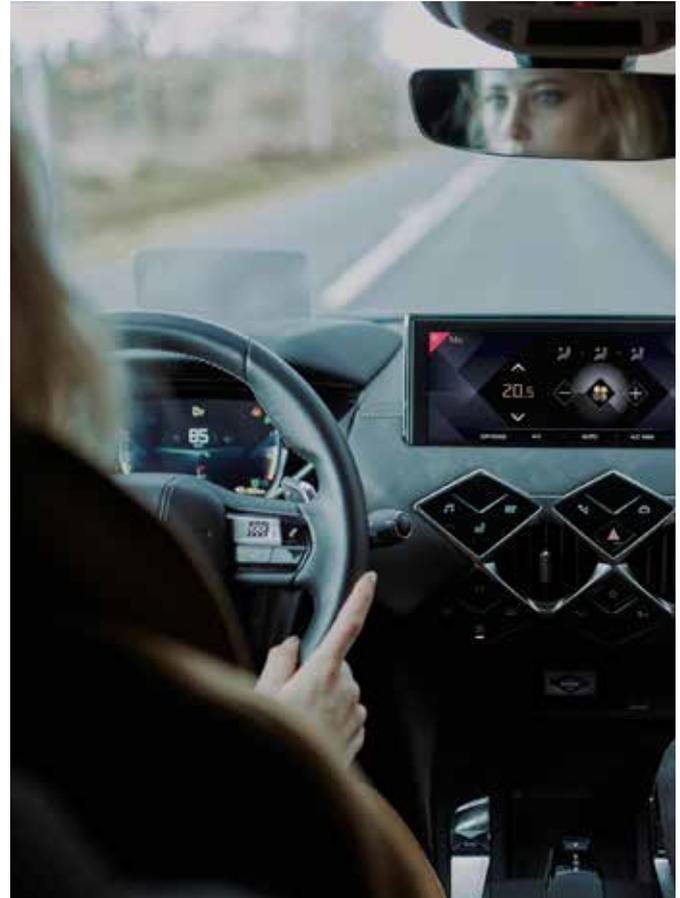
YOUR VEHICLE IS NOT:

- A vehicle with an engine size greater than 3,500cc.
- A commercial vehicle of more than 3,500kg gross vehicle weight;
- a non-European import;
- a motorhome, horsebox, refrigerated vehicle or any vehicle which has been modified from the manufacturer's original specification;
- used as a taxi, mini cab or driving school vehicle;
- used for short term hire or daily rental;
- used for hire and reward;
- used as a delivery or courier vehicle;
- driven in a competitive motoring event;
- used for public services including police, ambulance, fire or military service.

SECTION 3 - SERVICING REQUIREMENTS

It is a condition of this warranty that your vehicle is serviced at regular intervals, as recommended by its manufacturer. We recommend throughout the warranty period, servicing and repair work to be carried out by an authorised DS Automobiles repairer. It is important that you retain your service receipts as they may be required to validate any claim you make.

Services must be carried out within one month/1,000 miles of the intervals specified by the vehicle manufacturer, whichever comes first.



SECTION 4 - DETAILS OF COVER

POLICY TYPES AND DURATIONS

1. DS EXTENDED WARRANTY

Your cover will start at the expiry of your existing DS Certified Warranty or DS Manufacturer Warranty and run for the duration detailed within your Welcome Letter.

2. DS RENEWAL WARRANTY

If you have a DS Certified Warranty, DS Extended Warranty or DS Renewal Warranty your cover will start at the expiry of your existing warranty and continue for 12 months or 20,000 miles from the date of policy inception, whichever occurs sooner.

If you currently have a valid DS Manufacturer Warranty your cover will start at the expiry of this warranty and continue until your vehicle is 4 years old or 100,000 miles from the date of vehicle first registration, whichever occurs sooner. If the manufacturer's warranty is declared invalid or does not exist for whatever reason, the warranty will start and expire on the dates shown in the Welcome Letter.

SECTION 4 - DETAILS OF COVER

WHAT YOUR WARRANTY COVERS

Your warranty covers most components for mechanical and electrical failure with the EXCEPTION of the following items:

EXCLUDED ITEMS

- Batteries (Please note Electric Vehicle Batteries are covered under the manufacturer warranty up to 8 years old or 100,000 miles)
- Ancillary drive belts
- Brake and clutch frictional material
- Bulbs and fuses
- LED lamps are covered providing at least 50% of the lighting has failed
- Exhaust systems and diesel particulate filters (catalytic converters are covered against internal failure only and not accidental damage, corrosion or damage resulting from the use of incorrect fuel)
- Wheels and tyres
- Wheel alignment or any adjustments unless required as part of a component failure covered by the warranty
- Wiper blades

- Water ingress including damage to covered components caused by water
- All serviceable items
- Recharging of the air conditioning unit (unless required as part of a valid repair)
- Electrical software update or reprogramming unless required due to the failure of a covered part
- Trim and bodywork including:
 - (a) Interior and exterior trim
(including door hinges and check straps)
 - (b) Glass (heater elements are covered)
 - (c) Seat covers and cushions
 - (d) Weather strips and body seals
 - (e) Paintwork

IMPORTANT

Neither the Insurer nor the Administrator will be responsible for damage or losses to components that are not directly covered within the terms of this warranty in any circumstances.

MAXIMUM CLAIM LIMIT

The amount you may claim over the whole period of this warranty is limited to the purchase price of your vehicle.

SECTION 4 - DETAILS OF COVER

ADDITIONAL BENEFITS

CAR HIRE

If your vehicle requires repairs which are covered by this warranty you may claim for a replacement hire car (UK only). Car hire is not provided for the first 24 hours of vehicle immobilisation. After this period we will refund your vehicle hire costs for a comparable vehicle. You will be responsible for the cost of insurance, fuel and ancillary expenses. Please note that the maximum period for which you are entitled to a replacement vehicle following a single incident is three days.

Car hire must be from a DS dealer or recognised car hire company. A deposit may be required.

HOTEL ACCOMMODATION

If your vehicle has broken down and you are unable to return home and the repairs are covered by this warranty you may claim up to £150.00 for one night accommodation (including VAT) for hotel expenses or travel expenses.

The following conditions apply:

1. The breakdown must have left your vehicle unable to be driven.
2. You must provide a copy of the hotel bill and proof that you paid it.

All expenses for Car Hire/Hotel Accommodation must be authorised by DS Automobiles Warranty Administration and supported by valid receipts and invoices.

For authorisation please contact DS Automobiles Warranty Administration on **0344 573 8019**.

The above benefits are not applicable to DS MOT Test Insurance.

SECTION 4 - DETAILS OF COVER

WHAT YOUR WARRANTY DOES NOT COVER

- Excessive or unreasonable diagnostic time or any diagnostic time which doesn't result in a valid claim (Reasonable diagnostic costs for valid claims will be covered).
- The gradual reduction in operating performance (wear and tear consistent with the age and mileage of the covered vehicle).
- All adjustments and alignments.
- Any loss, damage or failure which occurs while the vehicle is outside the geographical territories detailed in this handbook.
- Mechanical failure caused by faults which, in the opinion of a qualified engineer appointed by DS Automobiles Warranty Administration, existed before the warranty commenced.
- Vehicles where the speedometer/odometer is altered, disconnected or interfered with in any way, unless it is faulty.
- Faulty speedometers/odometers may be repaired or replaced, but only with our prior authorisation.
- Service/maintenance operations.
- Component failure resulting from accident damage, misuse or neglect.
- Items which do not form part of the manufacturer's original specification for the vehicle.
- Faults resulting from the use of fuel which is either contaminated or inappropriate for the vehicle.
- Damage which has resulted from a failure to arrange for an obvious fault to be rectified.
- Damage which has occurred as a result of any accessory being fitted (unless the accessory is approved by the manufacturer for use on the vehicle and fitted according to instructions provided by the manufacturer of the accessory).
- Any damage caused by frost, including damage where lack or failure of anti-freeze has been a contributory factor.
- Damage to a non-covered or excluded component.
- We will only pay claims costs incurred on covered components as a direct consequence of a mechanical or electrical failure of a covered component which leads to a claim made under this warranty.
- Any defect or other loss which has been caused or worsened by the effects of nuclear fuel or nuclear waste, either through direct contact or through exposure to levels of radiation which exceed those permitted in the current legislation.

SECTION 4 - DETAILS OF COVER

WHAT YOUR MOT TEST INSURANCE COVERS

DS MOT Test Insurance covers the cost of repair, replacement and/or adjustment to the vehicle of the specified parts listed on page 9 which are covered as a direct consequence of such parts being cited in a “notification of refusal to issue an MOT certificate” (form VT30) prepared during the period of cover, as causing the vehicle to fail its MOT test.

Only one DS MOT Test Insurance claim is permissible during each 12 month period of the warranty package.

IMPORTANT

The MOT Test Insurance does not cover accidental or malicious damage, neglect or normal in-service wear and tear. The cost of an MOT test or re-test (Northern Ireland Pre-test Inspection) is not covered. See terms and conditions (page 19).

LIGHTING EQUIPMENT

Lamps, reflectors, indicators and bulbs are covered for failure due to: Breakage, discoloration, misalignment, water ingress and corrosion.

STEERING AND SUSPENSION

Manual and power steering units, suspension drag links, track rods/ends, transmission shafts, shock absorbers, road springs, wishbones, swivel joints, mountings, sub-frames and wheel bearings are covered for failure due to: Wear, seizure, leakage and insecurity.

FUEL SYSTEM

Fuel injection system, fuel ECU and fuel pipes are covered for failure to meet MOT exhaust gas emission standards (actual tuning and adjustments or any damage caused by contaminated fuel are not covered under this section). Fuel leaks are not covered.

BRAKING SYSTEM

Brake master cylinder, wheel cylinders, calipers, discs, drums, load compensator, ABS modulator/sensors/computers and brake pipe, hoses, cables are covered for failure due to wear, leakage, seizure, splits/cracks, corrosion and adjustment.

SEAT BELTS

Mountings, belts, retractors and buckles are covered for failure due to wear, non-function and insecurity.

VEHICLE STRUCTURE

Vehicle structure is covered for corrosion. Failure due to accident damage is specifically excluded.

GENERAL

Windscreen wipers, windscreen wiper motor, washer motors and horn.

MAXIMUM CLAIM LIABILITY

Where liability for the cost of repairs is admitted under this MOT Test Insurance the MOT Test Insurance Holder will be reimbursed repair costs up to a maximum aggregate of £750.00 (including VAT) during each period of MOT Test Insurance.

SECTION 5 - HOW TO CLAIM

HOW TO CLAIM UNDER YOUR WARRANTY

At DS Automobiles Warranty Administration we aim to make the claims procedure as simple as possible. Please follow the guidelines below to ensure any claim you make is managed smoothly.

REPAIRS IN THE UK

1. If you wish to make a claim under the terms of your warranty, we recommend you contact your local DS dealer, who will agree a suitable time for your vehicle to be inspected and repaired.
2. Please take this handbook, Welcome Letter and service record with you when delivering the vehicle to the dealer.
3. You should agree that you will pay the diagnostic costs and any repairs that are not covered by the warranty.
4. Having established that your claim is valid, they will contact DS Automobiles Warranty Administration for authority to proceed. This authority **MUST** be obtained prior to any repair work commencing.
5. DS Automobiles Warranty Administration reserves the right to examine your vehicle and ask an expert to assess it before any repairs can begin. It shall be clearly understood and agreed that in the event of any dispute arising as to the extent of the liability, the decision of the assessor shall be final and binding on both the Administrator and Warranty Holder.

6. Should you take your vehicle to a non DS dealer they must contact DS Automobiles Warranty Administration for authority to proceed before commencing any repairs. All repairers must be VAT registered.

If you need any further assistance relating to a claim, please contact DS Automobiles Warranty Administration on **0344 573 8019**.

NOTE: When a repair is undertaken by a DS dealer, they will obtain prior authorisation from DS Automobiles Warranty Administration to proceed with the repair and will invoice DS Automobiles Warranty Administration for the cost.

These invoices must be received by DS Automobiles Warranty Administration within 30 days of the date of completion of the repairs. Claims received beyond this date will be subject to review in terms of the reason for the delay and it will be at the Administrator's discretion to accept such claims.

REPAIRS OVERSEAS

If it is necessary for a repair on your vehicle to be completed in the European Union or EFTA (European Free Trade Association) you do not require prior authorisation from us.

1. Take your vehicle to the nearest DS franchised dealer or a local repairer.
2. Give them your authority to complete the repairs.

SECTION 5 - HOW TO CLAIM

3. Once the repairs have been completed, pay the costs and retain the invoice.
4. On your return to the UK send your invoice and service records with a covering letter to:

DS Automobiles Warranty Administration, Claims Department,
Jubilee House, 5 Mid Point Business Park, Thornbury, West
Yorkshire BD3 7AG.

In the event that your claim is valid DS Automobiles Warranty Administration will reimburse you in pounds sterling at the prevailing rate of exchange on the date of the invoice.

Please note we may not pay the full cost of a repair which is completed overseas as the maximum we will pay for parts is the UK list price at the time of the repair.

In addition the maximum we will pay for labour is the warranty rate which would have been applicable if the repair had been completed in the UK by a DS dealer.

If you need to contact DS Automobiles Warranty Administration while you are abroad, please contact us on **0044 1274 358019**.



SECTION 5 - HOW TO CLAIM

HOW TO CLAIM UNDER YOUR MOT TEST INSURANCE

Simply take your vehicle to the nearest DS dealer and show them your warranty handbook, Welcome Letter and service record. Please also provide the previous MOT Certificate (if applicable) and the notification of refusal to issue an MOT Certificate (VT30) citing the reasons of failure

The dealer will then take responsibility for establishing that the parts involved in the repair, deemed necessary by the “notification of refusal to issue an MOT Certificate” (VT30), are covered by this MOT Test Insurance. The dealer will be responsible for obtaining prior authorisation from DS Automobiles Warranty Administration.

IMPORTANT

No repair should commence until DS Automobiles Warranty Administration has given authorisation. When and if, the vehicle is granted an MOT Certificate (VT20) the dealer will forward a copy of a completed:

- Repair invoice (signed by MOT Test Insurance Holder).
- The “notification of refusal to issue an MOT Certificate” (VT30).

DS Automobiles Warranty Administration reserves the right to examine any vehicle and subject the parts being repaired to expert assessment before commencement of any repairs. It shall be clearly understood and agreed that in the event of any dispute arising as to the extent of the liability, the decision of the assessor shall be final and binding on both the Administrator and the MOT Test Insurance Holder.

* In Northern Ireland your authorised DS dealer will carry out a pre-test MOT Inspection, and will submit your vehicle for the MOT test on your behalf.

NOTE: Claims must be received by DS Automobiles Warranty Administration within 30 days of the date of completion of the repairs. Claims received beyond this date will be subject to review in terms of the reason for delay and it will be at the Administrator's discretion to accept such claims.

SECTION 6 - GENERAL TERMS & CONDITIONS

WARRANTY TERMS AND CONDITIONS

Please take time to read the following terms and conditions, which are an important part of your warranty.

- 1. Warranty Holder** - The Warranty Holder is the only person who is entitled to make a claim under the warranty.
- 2. Vehicle** - Any claim under the warranty must relate to the vehicle described in the Welcome Letter.
- 3. Authorisation** - No repair must be carried out without prior authorisation from DS Automobiles Warranty Administration, with the exception of repairs completed in another country, which are authorised by the Warranty Holder.
- 4. Payment for repairs** - When a repair is undertaken, the authorised DS dealer or repairer will obtain prior authorisation from DS Automobiles Warranty Administration and will invoice them for the cost of the repair. In certain circumstances, DS Automobiles Warranty Administration may authorise a repair by another dealer in the UK or you may authorise a repair overseas. You may be required to pay the dealer on completion of work and may then reclaim the cost from us.
- 5. List Prices** - We will not pay more than the manufacturer's list prices for parts and manufacturer's warranty rate for labour time. Please bear this in mind if you authorise a repair overseas.
- 6. Invoices** - Any repair which you have paid for or other expenses (Such as hotel accommodation & Car Hire) must be supported by a VAT receipted invoice. Invoices should be sent to DS Automobiles Warranty Administration.
- 7. Inspection of Vehicle and Parts** - We reserve the right to inspect the vehicle before authorising repairs and may also arrange for parts to be examined by a claims assessor. You may be asked to ensure that a faulty part is retained for our inspection following a repair. DS Automobiles Warranty Administration is entitled to retain any part replaced under the terms of the warranty.
- 8. Dismantling of Vehicle** - It is the responsibility of the owner to authorise the dismantling of the vehicle and pay the charges if such dismantling proves that the failure is not covered under the warranty. The Insurer will only pay for the dismantling if it is part of a valid claim and in accordance with condition 6.
- 9. Design Faults and Recalls** - If any of the vehicle's components has an inherent design fault or is recalled by its manufacturer, the component which is the subject of the design fault or recall is not covered by the warranty.

SECTION 6 - GENERAL TERMS & CONDITIONS

- 10. Servicing** - It is a condition of the warranty that your vehicle is serviced at regular intervals, as recommended by its manufacturer. We recommend throughout the warranty period, servicing and repair work to be carried out by an authorised DS repairer. It is important that you retain your service receipts as they may be required to validate any claim you make. Services must be carried out within one month/1,000 miles of the intervals specified by the vehicle manufacturer, whichever comes first.
- 11. Service record and Receipts** - If you make a claim, DS Automobiles Warranty Administration will be entitled to check the service record of your vehicle, to confirm that the vehicle has been serviced regularly. You should therefore retain all of your service receipts.
- 12. Modification to Vehicle** - If you would like the vehicle to be modified in any way, you should obtain our prior approval. In the event that a modification which was not approved by us contributes to a fault, we reserve the right to reject any claim you may wish to make in relation to that fault.
- 13. False Claims** - If you make a false claim under the warranty, you will forfeit all benefits and the warranty will be cancelled without any refund payable.
- 14. Other Warranties and Insurance** - You must not use the warranty to recover costs which are covered by another warranty or an existing insurance policy.
- 15. Legal Proceedings** - Following the acceptance of any claim under the warranty, we will have the right to conduct legal proceedings or enter into formal arbitration on your behalf. In doing so, we will be entitled to take action in your name. The cost of the action will be our responsibility, unless you have agreed in writing to an alternative arrangement. We will be entitled to any compensation and/or indemnity benefit obtained through these proceedings, to the extent that these relate to costs or potential liabilities covered by the warranty. We will also be entitled to the costs of our action, if they are assigned to you.
- 16. Repair or Replacement of Parts** - The Insurer's obligations under this warranty are limited to repairing or replacing (at its discretion) any part(s) which prove to be defective.
- 17. Warranty Renewal** - We will not automatically renew this cover after it expires, however, we will try to write to you at the last address you provided to give details on how to continue your cover*. If you do not receive this renewal notification but would like to continue your cover, please contact us on **0344 573 8019**.

* Continuation of cover may be subject to certain vehicle eligibility criteria.

SECTION 6 - GENERAL TERMS & CONDITIONS

- 18. Family or Business Relationship with Dealer** - The warranty is not applicable to vehicles owned by people who have any family or business relationship with a proprietor or manager of a franchised DS dealer. In the event of a claim our Administrator would be entitled to refuse payment. (If the person who arranged this warranty was not aware that you have such a relationship, please inform them.)
- 19. Policy Premium Payments** - Cover is available as an annual policy with a single upfront payment or via monthly instalments. Where you have selected to purchase your product via monthly instalments, you have entered into an agreement to purchase an annual policy, spreading the cost over interest free instalments. You are required to continue to pay your instalments until all monies owed have been paid. The cover level provided when opting to pay by monthly instalments is identical to that of an annual policy. You must pay the premium every month on or before the date when it is due. Payment is required for the full premium of your policy subject to the cancellation terms. Should you fail to pay a monthly premium when it is due, all cover will cease immediately from that date. Where you have made a claim against the policy, you will be asked to continue to make your monthly instalment payments.

Please note, where DS Renewal Warranty has been purchased via your DS dealership, a monthly instalment payment option is unavailable.

- 20. Cyber exclusion** - Any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any system, software programme malicious code, Virus or process or any other electronic system.

SECTION 6 - GENERAL TERMS & CONDITIONS

MOT TEST INSURANCE TERMS AND CONDITIONS

The MOT Test Insurance is in addition to your legal rights and does not affect your statutory rights as a consumer. They are in addition to the warranty terms and conditions starting on page 19. The terms and conditions of this MOT Test Insurance are stated below.

1. Your MOT Test Insurance is not valid if your policy is issued within 3 months of your vehicle's next MOT Test.
2. Any exploratory dismantling or diagnosis charges will only be reimbursed as part of a valid claim.
3. It is the responsibility of the vehicle owner to authorise dismantling and / or diagnosis and to pay charges if such dismantling or diagnosis proves that the failure is not covered by the MOT Test Insurance.
4. If any claim is fraudulent in any respect all benefits under this MOT Test Insurance will be forfeited.
5. The reimbursement for any claim under this MOT Test Insurance shall not exceed the manufacturer's list prices for parts and labour costs necessarily incurred in repair of covered components up to the maximum claim liability stipulated on page 15.
6. DS Automobiles Warranty Administration shall not be liable for any statement or representation, written or verbal (by whomsoever made), which contradicts the terms and conditions in this MOT Test Insurance, unless such statement or representation is supported in writing by the Insurer on their behalf.
7. A VAT receipted invoice from your DS dealer must support all claims.
8. This MOT Test Insurance does not cover:
 - The cost of the MOT test or re-test.
 - Any parts which have not actually failed, which are replaced or reported during routine servicing and/or repair of other parts which have failed.
 - Any component covered by any other existing warranties or insurances.
 - Any loss to the MOT Test Insurance Holder in excess of the maximum claim liability.
 - Liability which attaches by virtue of an agreement but which would not have attached in the absence of the said agreement.
 - Any liability for death, bodily injury, or damage to other property or any other losses of whatsoever nature arising directly or indirectly from the claim or event giving rise to a claim under this MOT Test Insurance.

SECTION 7 - TRANSFER OF OWNERSHIP

If you sell your vehicle to a private individual who is not a motor dealer or trader, you can transfer the full benefits of your warranty to the new owner.

A Warranty Transfer Request form is on this page and must be completed by you and the new owner. Please do not detach this form – send the entire handbook to DS Automobiles Warranty Administration. We will then send a replacement handbook to the new owner.

If the warranty is to remain valid, this handbook must be received by us within 30 days of the date you sell the vehicle. We recommend that it is sent via registered post. For further information please contact DS Automobiles Warranty Administration on **0344 573 8019** or by post to: DS Automobiles Warranty Administration, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

Please note: Products purchased via monthly instalments can only be transferred provided any balance of monies owed has been paid in full.

TRANSFER REQUEST FORM

PART 1 - THE FORMER OWNER MUST FILL IN THIS SECTION.

I sold my vehicle privately on: (Date)

I want to transfer this warranty to the new owner.

New Owner's Details:

Title: _____ Initials: _____

Surname: _____

Address and postcode of new owner: _____

New owner's phone number: _____

Vehicle Details:

Registration number: _____

Mileage at date of transfer: _____

Warranty number: _____

Former owner's signature: _____

Date: _____

SECTION 7 - TRANSFER OF OWNERSHIP

TRANSFER REQUEST FORM

PART 2 - THE NEW OWNER MUST COMPLETE THIS SECTION.

I have read and fully understand the contents of this handbook and accept the terms and conditions of this warranty.

I certify that:

- To the best of my knowledge, the vehicle has been serviced according to the manufacturer's service recommendations; and
- The details in Part 1 are correct.
- I accept that Section 9 no longer applies to this policy.

I understand that the warranty will not be transferred to me until DS Automobiles Warranty Administration tells me that it has accepted this request for transfer. I will then take the place of the former owner as the Warranty Holder.

I enclose a cheque for £25.00 made payable to DS Automobiles Warranty Administration.

New owner's signature: _____

Date: _____



SECTION 8 - IMPORTANT INFORMATION

HOW TO MAKE A COMPLAINT

We hope that you are pleased with the service we provide.

In the unlikely event of a complaint, you should contact DS Automobiles Warranty Administration in the first instance on **0344 573 8019**, or in writing to: The Customer Services Manager, DS Automobiles Warranty Administration, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

You can also email the administrator at complaints@motor-admin.com.

You also have the right to ask the Financial Ombudsman Service to review your case. The right to apply to the Ombudsman must be exercised within six months of the date of our final decision. For more information you can visit the Financial Ombudsman Service website at www.financialombudsman.org.uk or write to: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone: **0800 023 4567** or **0300 123 9123**.

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**.



FINANCIAL SERVICES COMPENSATION SCHEME

The Insurer is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if the Insurer is unable to meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim amount, without any upper limit.

For further information about the scheme (including the amounts covered and eligibility to claim) you can contact the FSCS helpline on **0800 678 1100** or **0207 741 4100**, visit the website www.fscs.org.uk or write to Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY.

INSURER

Motors Insurance Company Ltd (“the Insurer”) will provide the Insurance outlined in the handbook on the condition that you have paid the premium for the coverage that you have chosen. All the terms, exceptions and conditions shown in the handbook and the ‘Details of Cover’ section will apply to this Insurance. Motors Insurance Company Ltd is an incorporated company limited by shares.

SECTION 8 - IMPORTANT INFORMATION

Registered office: Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG. Registered in England No. 2678367.

Your statutory rights as a consumer are not affected by the above procedures. To maintain the highest quality of service and for staff training purposes, telephone calls may be monitored and/or recorded.

PRIVACY AND DATA PROTECTION NOTICE

1. DATA PROTECTION

DS Automobiles Warranty Administration (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 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.

4. 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.

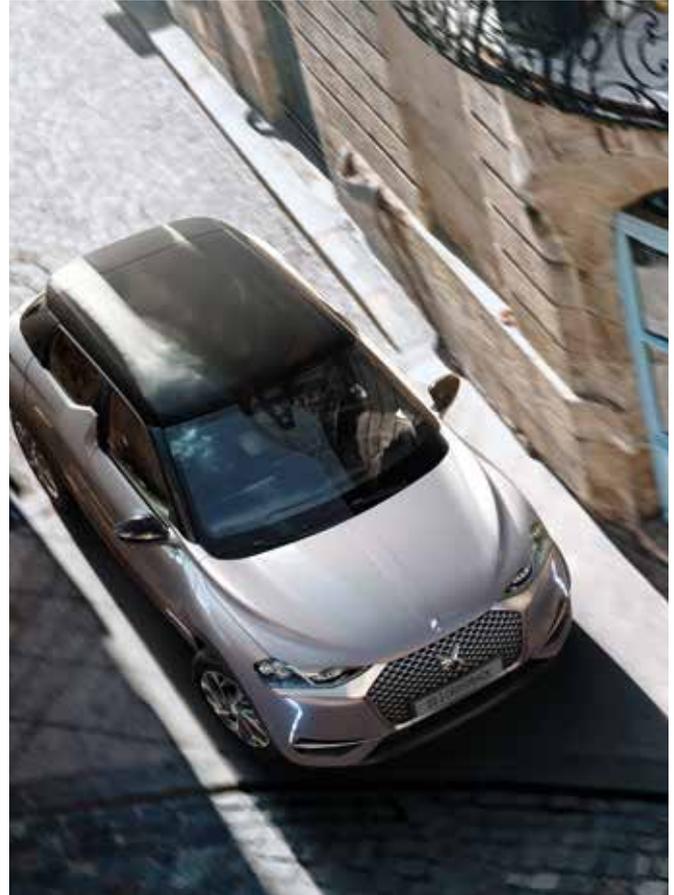
SECTION 8 - IMPORTANT INFORMATION

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,
DS Automobiles Warranty Administration,
Jubilee House, 5 Mid Point Business Park,
Thornbury, West Yorkshire BD3 7AG.



SECTION 9 - CANCELLATIONS AND REFUNDS

We hope you are happy with the cover this policy provides. If after reading your policy document, however, this insurance cover does not meet with your requirements, you have the right to cancel the warranty (including the MOT element of the policy) within 30 days of purchase and the optional assistance element within 14 days of purchase.

Should you wish to cancel within this period, please return the policy to the dealer from whom the policy was purchased; the dealer will then refund any premium you are entitled to. If you purchased your policy online or via postal application please contact DS Automobiles Warranty Administration on 0344 573 8019 for a refund of any premium you are entitled to.

If you wish to cancel your policy after this 30-day period, you may cancel your policy any time and receive a pro rata refund of your premium based on the number of whole months remaining subject to the deduction of a cancellation fee of £30. Requests for cancellation outside of the first 30 days from purchase should be made by contacting the administrator on **0344 573 8019** or in writing to:

DS Automobiles Warranty Administration
Jubilee House, 5 Mid Point Business Park
Thornbury, West Yorkshire BD3 7AG.

There will be no refund entitlement under the following circumstances:

- in the last 30 days of cover on the warranty including the MOT policy
- if you have made a claim on the warranty or MOT policy
- where the warranty including the MOT policy has been transferred from the original purchaser
- where DS Assistance has been taken as a cost option, no refund or part refund will be provided after the first 14 days, or where assistance has been sought within the first 14 days.

SECTION 9 - CANCELLATIONS AND REFUNDS

If you have paid for your policy by instalment payments through an instalment agreement with DS Automobiles Warranty Administration, any refund amount owed to you will be calculated in line with the following rules:

Where you have paid all the instalment payments, we will calculate the refund as above. The refund will be paid directly to you.

Where you have NOT paid all the instalment payments, we will calculate the refund as above and:

1. If the refund you are eligible for is in excess of the total outstanding instalment payments you owe DS Automobiles Warranty Administration, we will pay the difference directly to you; or
2. If the refund you are eligible for is less than the total outstanding instalment payments you owe DS Automobiles Warranty Administration, you will not receive a cash refund. The refund will be applied as part payment of your total outstanding instalment payments.

SECTION 10 - OPTIONAL ADDITIONAL PRODUCTS

DS ASSISTANCE (OPTIONAL)

DS Assistance is available in conjunction with your DS Warranty.

If DS Assistance has been included details will be shown on your Welcome Letter, and you will receive the full terms and conditions and product documentation in the post.

If you require details of cover and/or full terms and conditions of DS Assistance please contact DS Automobiles Warranty Administration on **0344 573 8019**.





DS AUTOMOBILES
Spirit of Avant-Garde

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