

THE MOTORING ORGANISATION

Platinum Warranty

Terms and Conditions

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THE MOTORING ORGANISATION

Welcome

Thank you for choosing The Motoring Organisation for Your Warranty. This document contains the full terms and conditions which should be read along with the Schedule issued to You.

We have tried to make this wording clear and easy to understand, using plain English wherever possible. However, if You do have any questions, please call Our Customer Services team on 03300 552 080 or email customerservices@tmo.co.uk, who will be happy to help.

This Warranty is available for used Vehicles, or as an extension to a manufacturer's warranty where the Vehicle has remaining warranty cover.

If You have any questions regarding the Warranty, or its sale or arrangement, please contact Our Customer Services Team by telephone or email.



If you have any questions please
call us on **03300 552 080**

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Useful numbers

Need to claim or have a question about your cover?
Here are the numbers you'll need.



General enquiries
03300 552 080



Claims
03300 552 079

Lines are open Monday to Friday 9am-5pm.

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Administration of this Warranty

This is a contract between You and The Motoring Organisation Limited (Company Number 05304919), whose registered office and trading address is at Parkway Works, Kettlebridge Road, Sheffield, S9 3BL.

The Motoring Organisation Limited will use their discretion and best endeavours to ensure that You receive a fair and equitable resolution to each and every repair request You make. Contractually and legally this contract operates on a discretionary basis. This Warranty falls outside the jurisdiction of the Financial Conduct Authority and is not a contract of Insurance.

This Warranty is administered and claims are handled by The Motoring Organisation Limited.

For information on how We process Your personal data, please refer to Our privacy notice at tmo.co.uk/privacy-policy.php.

What is this Warranty?

Where applicable, the seller of your vehicle has certain responsibilities under The Consumer Rights Act 2015 to deliver your new vehicle as described, fit for purpose, and of satisfactory quality. The aim of this Warranty is to give you the opportunity to help protect yourself against the cost of faults that may develop after delivery of your vehicle.

Eligibility

This Warranty is available for passenger cars, vans, and light commercial vehicles up to 3,500kg GVW that are registered within the Geographical Limits.

This Warranty does not cover vehicles that;

- are used for hire or reward (e.g. taxi, mini cab, courier, or driving tuition);
- are scooters, trikes or quad bikes;
- are over 3,500kg GVW, 2.3m wide, or 6.4m in length;
- have been previously recorded as an insurance total loss;
- have been modified from the manufacturer's standard specification (unless agreed by Us);
- are used for road-racing, rallying, or any other competitive event.

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Terms used in this Warranty

What the terms mean

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this document and will appear with an initial capital letter.

1. **Breakdown(s)** means the sudden and unexpected failure of a Component arising from any permanent mechanical or electrical defect (for a reason other than Wear and Tear, normal deterioration, or negligence), causing a sudden stoppage of its function, necessitating immediate repair or replacement before normal operation can be resumed.
2. **Claim Limit(s)** is the maximum amount that can be claimed under this Warranty during the Period of Cover, this being up to the amount shown in the Schedule for any one claim and the current retail value of Your Vehicle at the date of Breakdown for all claims in total. These amounts are inclusive of VAT. Where a Claim Limit is retail value, it will be understood as being the retail value of the Vehicle at the time of the claim, taking into account the mileage and condition adjustments as calculated by Glass's Guide.
3. **Component(s)** means any mechanical or electrical Components which form part of the Vehicle manufacturer's original specification.
4. **Customer Contribution** means the first amount of any claim that You are responsible for on each and every claim under this Warranty. The Customer Contribution will be detailed on the Schedule.
5. **End Date** means the earlier of the following dates:
 - a) The date on which You fail to pay Your monthly payment when it falls due
 - b) The date on which this Warranty is cancelled by either party.
6. **Geographical Limits** means the area in which this Warranty is effective, this being The United Kingdom (including Northern Ireland).
7. **Glass's Guide** means the Vehicle values guide published monthly by Glass's Information Services Limited used in assessing Vehicle values based on the adjusted retail transacted valuation.
8. **Issue Date** will be confirmed in the Schedule, being the date on which You either concluded this contract of Warranty or the day on which You receive the contractual terms and conditions.

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- Mainland Europe** means Republic of Ireland, Channel Islands, Isle of Man, all islands of the Mediterranean (excluding Northern Cyprus) and the following countries of Mainland Europe: Andorra, Austria, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden and Switzerland. Cover does not apply to territories beyond Mainland Europe.
- Period of Cover** means a period of one month from the Start Date as shown on the Schedule and for each subsequent month, until the End Date, for which a monthly payment is received and accepted by Us.
- Schedule** means the part of this Warranty that contains details of You and Your Vehicle, cover selected, the Period of Warranty, Claim Limits, and any applicable Customer Contribution.
- Start Date** means the date on which this Warranty starts as shown in the Schedule. Where You renew this Warranty, the Start Date shall mean the day following the date on which Your existing cover expires. Where the manufacturer's cover has expired due to the mileage covered by the Vehicle, the Start Date may be brought forward subject to Our prior agreement. Please see the section headed General Conditions.
- Valid Claim** means a claim that is covered under this Warranty which has been agreed by Us and an authorisation number issued to You or Your repairer.
- Vehicle** means the Vehicle shown on the Schedule.
- Waiting Period** means the first 28 days following the Start Date during which time no claim under This Warranty will be accepted. Where You have purchased This Warranty as an extension to the manufacturer's warranty and there is no break in cover, the Waiting Period does not apply.
- Warranty** means the cover detailed in this document.
- We / Our / Us** means The Motoring Organisation Limited.
- Wear and Tear** means damage to Components which have reached the end of their normal effective working lives because of a gradual reduction in operating performance.
- You / Your / Yourself** means the holder named in the Schedule.

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What is covered

Subject to the correct payment having been paid, this Warranty will contribute towards the cost of repairs required to Your Vehicle, due to Breakdown(s) occurring within the Period of Cover, limited to the maximum Claim Limit(s).

All mechanical and electrical Components of the Vehicle are covered where they were supplied as part of the manufacturer's original specification, other than the excluded Components listed below:

Bodywork, paintwork, light units, interior and exterior trim, seats, seat belt and air bag systems, glass (including mirrors), handles, hinges and fasteners, exhaust systems, wiring, wheels, and tyres. Workshop consumables and service/maintenance items which includes, but is not limited to; spark plugs, glow plugs, filters, brake and clutch frictional material, wiper blades and arms, drive belts, pipes and hoses, bulbs, batteries, and fuses.

Additional cover

The following items are also included:

Hybrid & Electric Vehicles

Manufacturer supplied and fitted power generation and transmission Components are covered (excluding: batteries, wiring, electrical connectors, and the disposal of chemical waste). If the Vehicle is not being used for a prolonged period, it must be stored in accordance with the manufacturer's recommendations.

Catalytic Converter only

The factory fitted catalytic converter is covered for Breakdown (Excludes blockage, impact damage, incorrect grade or type of fuel, and corrosion).

Catalytic Converter with Diesel Particulate Filter (DPF)

The factory fitted catalytic converter including diesel particulate filter (DPF) is covered for Breakdown (Excludes blockage, impact damage, incorrect grade or type of fuel, and corrosion). Please note, the DPF is a serviceable item that requires regular regeneration. Please see the manufacturer owner's manual for details.

Power Roof System

Factory fitted convertible power roof motors, solenoids, and control ECU.

Manufacturer Fitted In-Car Entertainment and Technology Packs up to £500 (incl. VAT)

In car entertainment systems including screens, radio, CD changer, TV, games console, iPad/iPod connections, bluetooth wireless packs, satellite navigation systems, USB interface, on-board computer, voice control, alarm fob/immobiliser, and parking camera.

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For the purpose of clarity:

Wear and Tear

No claim will be rejected on the grounds of Wear and Tear where the Vehicle has covered less than 70,000 miles and is under 7 years old at the time of the claim.

Timing Belt

The timing belt must have been changed in accordance with the time/mileage requirements specified by the manufacturer for it to be covered against Breakdown. You must supply an invoice as evidence.

Casings

Should the failure of a covered Component result in damage to any associated casing, the replacement will constitute part of the claim.

Working Materials

Where an authorised repair requires the replacement or topping up of oils, antifreeze, or other fluids, or the replacement of an oil filter, these costs will be accepted as part of the claim.

Labour and Parts Costs

Labour times that can be claimed under this Warranty will be in accordance with the time given in manufacturer's standard repair times and in line with the rates charged by Our nominated repairers, unless agreed beforehand. We may ask the repairer to use guaranteed exchange units or factor parts when repairing Your Vehicle and any costs We agree will be based on the prices for these parts. Reasonable diagnosis charges will be covered where this forms part of a Valid Claim.

Compensation and Costs

This Warranty is a contract of compensation which means that if the repairs to Your Vehicle result in its condition being better than immediately prior to the Breakdown, You may be asked to pay a contribution towards the costs.

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Additional benefits

Important

In the event of a Valid Claim under this Warranty, You may be entitled to the following benefits. Any costs associated with the following benefits will be limited to the maximum Claims Limit(s). Please make sure You provide bona fide receipts so that these costs can be reimbursed.

Continental Use

The Geographical Limits of this Warranty have been extended to cover Mainland Europe and Republic of Ireland for personal trips to a maximum period of 60 consecutive days. Claims made during Continental Use will be reimbursed according to U.K. parts and labour costs at the time of the claim.

Hotel/Accommodation and Rail Fare

Should Your Vehicle suffer a Breakdown away from home and leave You immobile, this Warranty will pay up to £100 incl. VAT toward the cost of a hotel/accommodation, or rail fare expenses to get You home.

Recovery

In the event Your Vehicle is immobile following a Breakdown (or if continued driving could cause danger or further damage), this Warranty will pay up to £50 incl. VAT towards the cost of recovering it to a repairing garage.

Please note: the additional Recovery feature does not include all benefits that would be provided under Our Roadside Assistance cover. For more information and to discuss upgrading Your cover please contact Customer Services.

Replacement Vehicle Hire

Where the repairs are in excess of 8 hours according to manufacturer's standard repair times, this Warranty will contribute up to £50 incl. VAT per day towards the cost of hiring a replacement vehicle.

Replacement vehicle hire is limited to a maximum of 7 days for any one claim. The first 24 hours of any rental period or delays resulting from the non-availability of parts are excluded.

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What is not covered

1. Any Customer Contribution as detailed on the Schedule.
2. The cost of Components listed as excluded.
3. Damage caused to, or by, Components specifically listed as excluded in this document.
4. Loss of use or any resultant losses including third-party claims or bodily injury.
5. General maintenance or serviceable items.
6. Wear and Tear where the Vehicle is over 7 years old or has covered more than 70,000 miles.
7. Faults which occur during the period of guarantee of a manufacturer or supplier, or items which are subject to manufacturer's recalls, Component updates, software upgrades, or repair costs that are recoverable from a third-party.
8. Damage caused by impact, accident, fire or flooding, overheating, freezing, corrosion, the intrusion of harmful substances (e.g. ingress of water), carbon build-up, use of an incorrect grade of fuel or oil, or a lack of antifreeze/coolant/lubrication.
9. Improper use of the Vehicle, neglect or abuse of any kind, or damage caused by driving the Vehicle after a fault has occurred.
10. Faults that were on the Vehicle at the time of purchase or as a result of faulty workmanship.
11. Any repairs not authorised by Us prior to the repair work being carried out, or any costs other than those specifically agreed and authorised by Us.
12. Adjustments, the cleaning of Components, or diagnostic charges except where this forms part of a Valid Claim.
13. Costs in excess of the equivalent UK specification Vehicle, if Your Vehicle has been imported.
14. Any claim where the Vehicle does not have a valid MOT Certificate on the date of failure.
15. Any claim occurring within the 28 day Waiting Period, except where You have purchased this Warranty as an extension to the manufacturer's warranty and there is no break in cover.

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How to make a claim

Important: When We authorise a claim We will do so by issuing a unique claim authorisation number. Repairs must not be started until We have given this number to You or Your garage.

If You think that You have a fault which may be covered by this Warranty, You must contact Us in the first instance. The claims telephone number is 03300 552 079.

If You have broken down at the roadside and have chosen the optional Roadside Assistance Cover, please refer to Your separate Roadside Assistance handbook.

Our claims department is open from 9.00am to 5.00pm Monday to Friday. The office is closed on Saturday and Sunday.

We will require the following information, so please have this to hand when telephoning.

- The Warranty number and Vehicle registration number.
- Current mileage of Your Vehicle.
- Details of the Vehicle service history.

Our claims handlers will record the details of the Breakdown and advise You of:

- What information We will require.
- The next steps You should take.
- The nearest nominated service centre or repairer.

We have a nationwide network of nominated repairers who are familiar with Our claims and billing procedures. We recommend these repairers wherever possible. If a suitable nominated repairer cannot be located, We will agree with You a local alternative.

You should take Your Vehicle to the agreed repairer and give them Your permission to investigate the fault and find the cause of the failure. The garage should then telephone Us to discuss their findings. They must not carry out repairs until We have given permission to do so by issuing an authority number.

Investigation

You must authorise any dismantling of Component(s) for inspection and You will be responsible for the cost incurred if the claim is not covered by this Warranty. We will only pay for dismantling costs as part of a Valid Claim.

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Assessing Your claim

We may require an independent opinion of Your claim. We reserve the right to use an independent consulting engineer to inspect Your Vehicle, the failed Components and service history before We authorise a claim. Whilst We will make every effort to ensure this happens with the least delay and inconvenience to You, We shall not be liable for any losses You incur through any delay outside Our control.

Not all the cost of the repair will always be covered by this Warranty. Additional repair costs and those not covered by this Warranty must be paid for by You.

On completion

Wherever possible, We will pay the repairer directly up to the amount authorised. You must make arrangements to cover any costs not covered by this Warranty.

You or the repairer must send Us the original, fully detailed and itemised invoice. We will only pay the amount authorised for the claim.

Invoices should be sent to Us via post, or by emailing AccountsPayable@tmo.co.uk

Important: All invoices should be addressed to The Motoring Organisation Limited, Parkway Works, Kettlebridge Road, Sheffield, S9 3BL.

1 Before calling

If You have broken down at the roadside, make sure You are safe before you call Us.

It will help Us if You have the following information ready:

- Vehicle registration
- Current mileage
- Details of any service history

2 Call 03300 552 079

If You think that You have a fault which may be covered by this Warranty, You must contact Us in the first instance.

The claims telephone number is **03300 552 079**.

3 Next steps for your claim

When you call us, we will let you know what you need to do in order to progress your claim including agreeing a repairer.

Please note: You must not have any repairs carried out without authorisation from the claims team.

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General conditions

You must comply with the following conditions to have the full protection from this Warranty.

1. This Warranty is not valid until You have received the Schedule and the relevant payment has been made to The Motoring Organisation by You.
2. It is Your responsibility to ensure that Your Vehicle is serviced in line with the manufacturer's recommendations and maintained in a legal and roadworthy condition at all times.
3. You should familiarise Yourself with the warning devices and gauges on Your Vehicle and act upon them where they are indicating a problem. You must not continue to drive the Vehicle if a problem is evident, as this could cause further damage to Your Vehicle.
4. In the event of a fault occurring, You must notify Us as soon as possible and, in any event, within 14 days from the point that You become aware of the problem. You must cooperate fully with Us and keep Us informed of any developments or progress of the claim.
5. If You, or anyone acting on Your behalf or with Your knowledge or consent, uses any fraudulent means in connection with this Warranty, the Warranty shall automatically be terminated with all benefits being forfeited. Legal proceedings will commence for the recovery of any damages suffered by Us. We will take action to recover any previous payments made to You and there will be no refund of any payment made for this Warranty. This information may be shared with other companies and relevant authorities.
6. We reserve the right to take legal proceedings in Your name at Our own expense to recover any costs or damages paid out under this Warranty. If You recover any costs or damages previously paid under this Warranty from any other party, such costs or damages must immediately be repaid to Us.
7. The Period of Warranty will be as stated on the Schedule. Where the Vehicle is covered by a manufacturer's warranty, the Start Date will be the end of the manufacturer's warranty period. The manufacturer's warranty may be on a time or mileage basis and, in some circumstances, You may exceed the manufacturer's maximum mileage limit prior to the specified Start Date of this Warranty. Should this be case, You must contact Us to bring the Start Date forward. We will start the Warranty cover from the date of notification.

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8. Unless We have agreed otherwise in writing, the Contract will be governed by English law. Contractually and legally this contract operates on a discretionary basis. This Warranty falls outside the jurisdiction of the Financial Conduct Authority and is not a contract of Insurance. The Warranty contract is governed by the Chartered Trading Standards Institute (CTSI).
9. Unless expressly stated, nothing in this Warranty will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999. This condition does not affect any right or remedy of any person, which exists or is available otherwise than pursuant to that Act.
10. This Warranty does not entitle You to Roadside Assistance unless You have purchased and received a separate 'Roadside Assistance Cover'. For more information, or to discuss upgrading Your cover, please contact Customer Services.
11. The Motoring Organisation Limited accept no liability for the lack of availability of parts or excessive delivery times.
12. No refund or part return of payment is available under this Warranty. The Warranty cannot be transferred to another vehicle or new owner.
13. You and The Motoring Organisation Limited are contracted on a discretionary Warranty basis. We use this discretion and Our best endeavours to ensure that You receive a fair and equitable resolution to each repair request You make. In the event of any complaint which cannot be resolved to Your satisfaction The Motoring Organisation Limited is the final arbiter for the exercise of this discretion. This does not affect Your statutory rights.
14. Cover is conditional upon payment of the monthly payments due.
15. We reserve the right to revise the monthly payment payable by providing a minimum of 45 days prior written notice. As You pay separately for each month of cover, if You choose not to accept the revised payment You may cancel This Warranty and We will continue to provide cover for any remaining period for which You have already paid after the expiry of Our notice period.

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Caring for Your Vehicle

Failure to service Your vehicle in accordance with the manufacturer's recommendations will not invalidate cover; however, the Warranty will not cover faults attributable to or caused by lack of routine or regular maintenance.

It is Your responsibility to ensure that Your vehicle is maintained in a legal and roadworthy condition at all times (preferably by following the manufacturer's recommended service schedule).

Where the vehicle does not have a current MOT Certificate on the date of Failure no claims will be accepted.



Timing Belt(s)/Camshaft Drive Belt(s)

It is of the utmost importance that the Timing Belt(s) fitted to Your vehicle are in sound condition and are checked, adjusted and have been changed in accordance with the manufacturer's recommendations.

We will not accept liability for damage caused by worn or incorrectly adjusted belts or where proof that the belt has been changed in accordance with manufacturer's recommendations cannot be provided (the only acceptable proof will be a detailed garage invoice).

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Vehicle substitution

If You sell Your Vehicle or it is subject to an insurance total loss, You may transfer cover to a replacement vehicle. A new Schedule will be issued confirming the replacement vehicle details.

If You wish to substitute the Vehicle covered under This Warranty, please contact Our Customer Services team using the information below and We will be happy to help.

Telephone: 03300 552 080
Email: CustomerServices@tmo.co.uk

Where the replacement vehicle is deemed to be of a higher risk, this may affect the future monthly payments payable.

Where a Vehicle is substituted, You cannot claim for 28 days from the Date of Substitution.

Cancellation

1. You may cancel This Warranty within 14 days of the Issue Date or the date on which You receive the contractual terms and conditions whichever occurs later and obtain a full refund by contacting Our Customer Services department.

If We have made a claim payment to You or on Your behalf during this time the total value of claims paid will be deducted from any refund due.

2. After 14 days You may cancel this Warranty but no refund of payment is available.
3. We may cancel Your Warranty by giving You at least 45 days' notice in writing. No payment or charge will fall due from You to Us on the date of cancellation but no refund will be due to You from Us.

We may cancel Your Warranty with immediate effect by written notice to You if You fail to pay a payment when it is due from You to Us or if You commit any other serious breach of Your Warranty.

4. If this Warranty is cancelled or lapses, it cannot be reinstated.

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Our commitment to good service

We hope You will be completely happy with this Warranty but, if something does go wrong, We would like to know about it. We will do Our best to resolve the issue and make sure it doesn't happen again.

This product conforms to the Trading Standards Institute approved Motor Industry Code of Practice for vehicle warranty products. If you have an issue that cannot be resolved with Us, You may be entitled to take Your complaint to The Motor Ombudsman, 71 Great Peter Street, London, SW1P 2BN.



For more information about the Code and what it means for you please visit www.themotorombudsman.org.

How to make a complaint

In the event You feel You need to raise a concern, You should contact the Us in the first instance on 03300 552 080. If We are unable to resolve Your concern and You wish to raise a formal complaint, please write to Us at the following address: Customer Services Manager, The Motoring Organisation, Parkway Works, Kettlebridge Road, Sheffield, S9 3BL.

Once received, We will acknowledge Your complaint and a dedicated member of Our team will carry out a full investigation. We aim to provide an outcome to complaints within 5 working days. For more complex cases, We may need more time to issue Our response. We aim to keep all of Our customers updated with any developments during Our review.

In any event, within 8 weeks of receiving a complaint, all customers will be sent:

- a final response; or
- a response which explains why the complaint is not yet resolved and when We expect to issue Our final response.

Please make sure You always quote the Warranty number from the Schedule.

This complaints procedure does not affect Your statutory rights.

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Data protection

How do We use Your data in relation to this Warranty?

The Motoring Organisation have certain responsibilities to You under Data Protection Law in relation to the use and security of Your data.

If You would like to know more about how We use Your data, please refer to their privacy policy at www.tmo.co.uk/privacy-policy.

We take Your privacy seriously and employ a number of safeguards to protect Your personal data. We treat Your information with the highest standards of confidentiality and security and We are committed to protecting Your privacy.

We will only use the information that We collect about You lawfully, in accordance with the General Data Protection Regulation (GDPR), the Data Protection Act (2018), the Privacy and Electronic Communications Act (2003) and other regulatory requirements.

Where You provide personal information, We will only use it to deliver the services You have requested. We will never collect sensitive information about You without Your explicit consent. The information We hold will be accurate and up to date.

You can check the information that We hold about You at any time by writing to Us via email or post. The personal information which We hold will be held securely in accordance with Our internal security and regulatory requirements. We will hold Your information for the purpose(s) of administering Your product and marketing.

If You don't want to receive any marketing from Us, please contact Us at:

Post: Customer Services,
The Motoring Organisation,
Parkway Works,
Kettlebridge Road,
Sheffield,
S9 3BL.

Email: CustomerServices@tmo.co.uk



If you have any questions please
call us on **03300 552 080**

THE MOTORING ORGANISATION

Telephone calls may be monitored and recorded for quality assurance and compliance. You may contact Us using Text Relay. Information is also available in Large Print, Braille and Audio on request. Please call for details.

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