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WARRANTY, MOT TEST COVER AND
ASSISTANCE HANDBOOK

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INTRODUCTION

Thank you for purchasing your vehicle from us. As a part of our commitment to our customers, this Lotus Approved warranty product has been designed to help our customers avoid any unexpected motoring costs in the future.

This warranty is not an insurance product but a guarantee provided directly by Lotus Cars.

CONTRACTUAL AGREEMENT

The Lotus Approved Warranty is administered by Lotus Warranty Services; a trading name of Car Care Plan Limited. Car Care Plan is one of the UK's leading warranty administration specialists from whom you will receive a first-class, reliable administration service that handles claims quickly and efficiently.

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

This handbook explains how your warranty and assistance works and the benefits you now enjoy as a customer. Always keep this handbook somewhere safe, as you will need this to make a claim.

Please ensure you fully understand the terms and conditions relating to the warranty and assistance, in particular the vehicle servicing requirements and the procedure for requesting a repair under this warranty.

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

IMPORTANT NOTE

Please note that the level of cover applied to your Lotus Approved vehicle is outlined on your Validation Certificate. To understand the cover applied, please refer to the relevant section in this handbook.

COVER PROVIDED

For vehicles up to 10 years/100,000 miles at time of warranty purchase

This section explains what components are covered and what components are not covered by Your warranty.

MAXIMUM CLAIM LIABILITY

The most we will pay for each individual claim is up to the vehicle purchase price. This will include VAT in total for each claim and the cost of vehicle recovery and/ or vehicle hire charges. In the event of more than one claim arising during the warranty period, we will pay up to the vehicle purchase price in aggregate.

We will not pay the VAT part of any claim if you are registered for VAT. If your claim is valid, we will pay for fault diagnosis charges subject to a maximum of £75 per claim including VAT or one hour of labour, whichever is lower.

Your Lotus Approved warranty covers the following components against mechanical or electrical breakdown

(subject to the conditions detailed in this Warranty Handbook and the maximum claim limit).

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

ABS – Internal failure of the ABS pump, electronic control unit and sensors.

AIR CONDITIONING – Failure of pump, compressor and evaporator.

BRAKING SYSTEM – Failure of the brake servo, brake vacuum pump, brake master cylinder, wheel cylinders and calipers.

CASINGS – Engine, gearbox, transmission or final drive casings are covered as long as they have been damaged as a direct result of one of the above parts failing. You are not covered for damage caused by accident, frost or lack of anti-freeze.



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COVER PROVIDED CONTINUED

CENTRAL LOCKING – Failure of door lock, solenoids/ motors and petrol cap locking mechanism.

CLUTCH – Failure of the clutch plate, clutch cover, master cylinder, slave cylinder and thrust bearing including oil contamination of the clutch plate. You are not covered for burnt out parts.

CONSUMABLES (as part of a valid claim) – Oil, oil filter, brake fluid and anti-freeze.

COOLING SYSTEM – Internal failure of all components, except belts, hoses, pipes, core plugs and failure due to clogging and sedimentation.

DIFFERENTIAL – Internal component failure.

DRIVELINE – Failure of the drive shafts, universal joints and C/V joints.

ELECTRICS – Internal failure of all factory-fitted components except the airbag system, battery, fuses, fuse boxes, lamps, bulbs, LED illumination, cigar lighter, wiring and connections and printed circuit boards. Traffic management system, telephone including Bluetooth, TV/ DVD, satellite navigation system and associated equipment

of all types are specifically excluded as are non-factory fitted radio cassette, CD player or any other in-car entertainment component.

ENGINE – Failure of the starter ring gear, flywheel, oil pump, crankshaft and bearings, timing gears, timing chains, timing belts, tensioners, camshaft pulleys, camshaft, camshaft followers, tappet gear, valves and guides, pistons and rings, cylinder head, cylinder head gasket, rocker assembly, cylinder bores, push rods, gudgeon pins, con rods and bearings. You are not covered for burnt out, lacquered or pitted valves, or any damage resulting from the failure of worn timing belts which have not been replaced in accordance with the manufacturer's service schedule.

FUEL SYSTEM – Internal failure of all components, except catalytic convertor, diesel particulate filter, hoses and pipes, fuel filters, the fuel tank, cleaning and tuning.

GEARBOX – Internal automatic gearbox components, electric governor, internal manual gearbox components, oil cooler, overdrive unit and torque convertor.

COVER PROVIDED CONTINUED

MANUAL AND POWER STEERING – Internal failure of all components except the steering wheel and fittings, joints, bushes, rubber boots and gaiters.

OIL SEALS AND GASKETS – Any which require the removal of a major component i.e. engine, gearbox and/or differential.

PROPSHAFT – Failure of the propshaft including universal joints, bearings and mountings.

SHOCK ABSORBERS – Failure of the shock absorbers and strut inserts.

SUSPENSION – The internal failure of the anti-roll bar, anti-roll bar bushes, coil springs and self-levelling units.

TURBO UNIT – Failure of the turbo unit and wastegate.

WHEEL BEARINGS – Failure of the bearings.

IMPORTANT – Unless specifically listed above, all other parts are excluded.



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COVER PROVIDED CONTINUED

For vehicles up to 20 years/100,000 miles at time of warranty purchase

This section explains what components are covered and what components are not covered by your warranty.

MAXIMUM CLAIM LIABILITY

The most we will pay for each individual claim is £1,000. This will include VAT in total for each claim and the cost of vehicle recovery and/ or vehicle hire charges. In the event of more than one claim arising during the warranty period, we will only pay up to the vehicle purchase price in aggregate.

We will not pay the VAT part of any claim if you are registered for VAT. If your claim is valid, we will pay for fault diagnosis charges subject to a maximum of £75 per claim including VAT or one hour of labour, whichever is lower.

Your Lotus Approved warranty covers the following components against mechanical or electrical breakdown (subject to the conditions detailed in this Warranty Handbook and the maximum claim limit).

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

ABS – Wheel sensors.

BRAKING SYSTEM – Brake limiter valve, calipers, master cylinder, servo, wheel cylinders.

CASINGS – Engine, final drive, gearbox and transmission.

CENTRAL LOCKING – Solenoids.

CLUTCH – Clutch cover, clutch fork and pivot, plate, master cylinder, slave cylinder and thrust bearing.

CONSUMABLES (as part of a valid claim) – Oil, oil under this warranty filter, brake fluid and anti-freeze.

COVER PROVIDED CONTINUED

COOLING SYSTEM – Water pump, thermostat and housing, radiator, viscous fan coupling.

DIFFERENTIAL AND DRIVELINE – CV joints, internal differential components, drive shafts, halfshafts, propshaft and universal joints.

ELECTRICS – Alternator, electric window switches, cooling fan motor, horn, indicator relay and starter motor.

ELECTRONIC IGNITION SYSTEM – Crankshaft sensor, camshaft sensor and engine E.C.U.

ENGINE – Camshaft, camshaft followers, camshaft pulleys, conrods and bearings, crankshaft and bearings, cylinder bores, cylinder head, cylinder head gasket, flywheel, gudgeon pins, oil pump, pistons and rings, push rods, rocker assembly, starter ring gear, tappet gear, tensioners, timing belts, timing chains, timing gears, valves and guides.

You are not covered for burnt out, lacquered or pitted valves, or any damage resulting from the failure of worn timing belts which have not been replaced in accordance with the manufacturer's service schedule.

FUEL SYSTEM – Air flow meter and tank sender unit.

GEARBOX – Internal automatic gearbox components, electric governor, internal manual gearbox components, oil cooler, overdrive unit and torque convertor.

MANUAL AND POWER STEERING – PAS pump, PAS rack, pressure pipes, rack and pinion and reservoir.

OIL SEALS AND GASKETS – Any which require the removal of a major component i.e. engine, gearbox and/or differential.

STEERING – PAS pump and PAS rack.

TURBO UNIT – Turbo unit, including wastegate.

WHEEL BEARINGS – Failure of the bearings.

IMPORTANT – Unless specifically listed above, all other parts are excluded.



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WHAT IS NOT COVERED? (APPLICABLE TO ALL COVER LEVELS)

There are certain items which this warranty specifically does not cover and this includes, but is not limited to, the following:

- Body components such as strikers, hinges or any component which may require adjustment from time to time
- Body panels, paintwork or glass
- Weather strips and body seals
- Interior trim, seats and seat belts
- Recharging of the air conditioning unit (unless required as part of a valid warranty repair)
- Software updates (unless required as part of a valid warranty repair)
- Renewal of brake components due to wear and tear
- Renewal of any clutch components due to wear, incorrect adjustment or misuse
- The clearing of fuel lines, filters, throttle bodies and pumps and damage to components due to the use of contaminated or incorrect fuel
- Airbags, wiring and connections, fuses, batteries, bulbs and LED illumination, exhaust systems, diesel particulate filters (catalytic converters are covered), wiper blades, wheel balancing and alignment, wheels, tyres and water ingress (including damage to covered parts caused by water)
- Oil leaks unless they require the removal of a major component i.e. engine, gearbox and/or differential. Lubricants, filter elements and any damage caused by frost or lack of oil, or anti-freeze or by impact, accident or negligence
- Traffic management system, telephone including Bluetooth, TV/DVD and satellite navigation system, associated equipment of all types
- Non-factory fitted radio cassette, CD player or any other in-car entertainment component
- Normal maintenance services, and the replacement of such items as, but not limited to, spark plugs and plug leads
- Any damage or losses to components that are not directly covered within the terms of this warranty

WHAT IS NOT COVERED? CONTINUED

- Burnt out, sticking or pitted valves
- Damage resulting from the failure of a timing belt which has not been replaced as per the manufacturer's recommendations (proof required)

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



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MOT TEST COVER CONDITIONS

The conditions of this MOT test cover are set out below. **We will only carry out repairs under this MOT test cover if You agree to these conditions.**

Please take time to read them.

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

Please ensure **You** fully understand the terms and conditions relating to the cover. In order to benefit from the cover provided, please return to **Your** supplying Lotus dealer, (or any other authorised Lotus repairer) for **Your** MOT test.

DEFINITIONS

You/Your – the person named on the Validation Certificate

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

Administrator – means Lotus Warranty Services, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

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

We/Us/Our – Means Lotus Warranty Services.

COVER PROVIDED – MOT TEST COVER

MOT TEST COVER

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

COVER INCLUDES:

LAMPS, REFLECTORS AND ELECTRICAL EQUIPMENT – Lamps (including Xenon, HID, LED), reflectors, indicators, bulbs, headlamp levelling and cleaning devices (when fitted for HID or LED headlamps) are covered for failure due to breakage and, discolouration, misalignment, water ingress, and corrosion. Failure of the horn. Battery retaining bracket/stay/support for failure due to insecurity (please note the battery is not a covered item). Tyre pressure monitoring systems (TPMS) are covered for failure due to: Breakage, water ingress, and corrosion. Switches, instrument panel, warning lights and wiring are specifically excluded.

STEERING AND SUSPENSION – Manual and power steering units, operation of steering lock (where fitted), drag links, track rods/ends, transmission shafts, CV joints and boots, shock absorbers, road springs, wishbones, anti-roll bar links, swivel joints, mountings, sub frames and wheel bearings are covered for failure due to: Wear, seizure, leakage, and insecurity. Steering wheel for cracks or fractures.



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COVER PROVIDED - MOT TEST COVER CONTINUED

BRAKES – Brake master cylinder, wheel cylinders, calipers, discs, drums, Electronic parking brake control, Electronic Stability Control (ESC) components, load compensator, ABS, modulator/sensors and brake pipes, hoses, cables are covered for failure due to wear, leakage, seizure, splits/cracks, corrosion, adjustment and electrical failure. Brake frictional material is excluded.

SEAT BELTS AND SUPPLEMENTARY RESTRAINT SYSTEM (SRS) – Mountings, belts, retractors and buckles, SRS components including airbags, seat belt pretensioners and seat belt limiters are covered for failure due to wear, non-function and insecurity.

BODY, STRUCTURE AND GENERAL ITEMS – Vehicle structure is covered for corrosion. Failure due to accident damage is specifically excluded. Engine mountings for excessive movement/insecure/fractured or damaged.

FUEL AND EMISSIONS – Throttle body, airflow meter, lambda sensor, EGR valve, catalytic convertor, fuel injection ECU and DPF sensors are covered for failure to meet MOT exhaust gas emission standards. Warning lights, fuel leaks, tuning and adjustments are not covered. Any damage caused by contaminated fuel and/or inappropriate fuel is specifically excluded.

DRIVERS VIEW OF THE ROAD – Windscreen wiper arms and blades, windscreen wiper motors and washer motors.

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

COVER PROVIDED - MOT TEST COVER CONTINUED

MAXIMUM CLAIM LIABILITY

Where liability for the cost of repairs is admitted under this MOT Test Cover the MOT Cover Holder will be reimbursed repair costs up to a maximum aggregate of £1,000.00 (including VAT) during each period of MOT Test Cover.

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

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

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

- All other components not listed within the 'Cover Includes' on page 13.

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

1. MOT Test Cover does not cover:

- A** Any parts which have not actually failed, which are replaced or reported during routine servicing and/or repair of other parts which have failed.
- B** Any loss in excess of the maximum claim liability of £1,000 (including VAT).
- C** Liability which attaches by virtue of an agreement but which would not have attached in the absence of the said agreement.
- D** Any vehicle used for hire or reward (e.g. taxis, self-drive hire, driving schools, etc) or any commercial vehicle over 3.5 tonnes GVW or a vehicle used in any sort of competition, rally or racing of any kind.



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COVER PROVIDED - MOT TEST COVER CONTINUED

- E** Any liability for death, bodily injury, or damage to other property or any consequential loss of whatsoever nature arising directly or indirectly from the claim or event giving rise to a claim under this MOT Test Cover.
 - F** Any damage occurring which is due in whole or in part to any type of accident or any act of omission which is wilful, unlawful or negligent.
 - G** Any loss, damage or failure which, in the opinion of a qualified engineer appointed by Lotus Warranty Serviced, was caused wholly or partially from a lack of maintenance or neglect in taking reasonable preventative steps.
 - H** Any MOT test or re-test fee.
2. Only one MOT Test Cover claim is permissible per 12 months of cover.
 3. MOT Test Cover is transferable to a new owner on the vehicle stated.
 4. All claims must be supported by a VAT receipted invoice from **Your** repairer. Vehicle service schedule – the **Vehicle** must be serviced to comply with the manufacturer's service schedule and failure to do so will invalidate **Your** claim. If **You** fail to follow manufacturer's recommended service guidelines, this MOT Test Cover may not apply. When **You** have **Your Vehicle** serviced, there is a maximum of 1,000 miles or four weeks tolerance, whichever occurs first. It is important that **You** retain **Your** service receipts as they may be required to validate any claim **You** make.
 5. The reimbursement for any claim under this MOT Test Cover shall not exceed the vehicle manufacturer's list prices for parts and labour costs necessarily incurred in repair of covered components and **We** may insist upon the use of manufacturer's equivalent parts up to the maximum aggregate claim liability of £1,000 (including VAT) during the 12 month period of the MOT Test Cover.

COVER PROVIDED - MOT TEST COVER CONTINUED

6. Any exploratory dismantling charges will only be reimbursed as part of a valid claim. It is the responsibility of the **Vehicle** owner to authorise dismantling and to pay the charges if such dismantling proves that the failure is not covered by the MOT Test Cover. The **Administrator**, on **Our** behalf, reserves the right to subject the failed parts to expert assessment.
 7. The MOT Test Cover will not cover any component covered by any other existing warranties or insurances.
 8. If any claim is fraudulent in any respect all benefits under this cover will be forfeited. **We** shall not be liable for any statement or representation, written or verbal (by whomsoever made), which contradicts the terms and conditions in this MOT Test Cover, unless such statement or representation is supported by **Us**, or on **Our** behalf, by the **Administrator** in writing.
 9. Cover under this MOT Test Cover may only be granted to individuals residing, or corporate bodies registered in the United Kingdom. This MOT Test Cover does not become effective until it has been registered by the **Administrator**, on behalf of **Us**, and a Validation Certificate has been issued.
 10. The MOT Test Cover is in addition to **Your** legal rights, and does not affect **Your** statutory rights as a consumer.
 11. This MOT Test Cover does not cover accidental or malicious damage or neglect or any component noted as advisory on the VT30.
 12. **You** must have a minimum of three months' MOT remaining on **Your Vehicle** at the point of buying MOT Test Cover. Claims cannot be made within the first 90 days of cover. In case **Your Vehicle** fails its MOT test, all **You** have to do is to ensure that the repairer is aware **You** have MOT Test Cover and hand over:
 - **Your** MOT Test Cover document contained within this handbook and Validation Certificate.
 - The previous valid MOT Certificate and the VT30 form citing the reasons for failure.
- The repairer will then take authorisation from Car Care Plan to carry out all necessary repairs and **You** will only have to sign the repair invoice.



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HOW TO MAKE A CLAIM

IMPORTANT – Repair work must not commence until the administrator has agreed the claim. Failure to comply with this requirement will affect your ability to claim under this cover.

If you need to make a claim on this warranty, please return to your supplying Lotus dealer, (or any other authorised Lotus repairer) and they can request approval for repairs by telephoning the Claims Department on 0344 573 7552 and providing the following information:

- The warranty number (found on the Validation Certificate).
- Your vehicle registration number.
- The date and mileage the component(s) failed.
- A detailed estimate of repair costs.

Please ensure the repairing dealer does the following:

- Makes a note of the claim number issued by the Claims Department.

- Carries out the repair and sends the invoice (made out to Lotus Warranty Services), claim number and service receipts (if requested) to us at:
Lotus Warranty Services, Jubilee House, 5 Mid Point Business Park, Thornbury, BD3 7AG.

IMPORTANT

- No repair work should be started before the administrator has approved it and issued a claim number.
- The administrator may require proof of servicing before a claim is approved.
- Make a note of your warranty number (found on the Policy Confirmation). This will make it simpler if you have any questions about your claim.

HOW TO MAKE A CLAIM CONTINUED

REPAIRS ABROAD

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

- The repair must be carried out in countries who are members of the European Union or EFTA (European Free Trade Association).
- We will not pay more than the equivalent UK rates of labour charges and manufacturer's parts list prices at the date of repair.
- You should authorise the repair work yourself and contact our administrator for a refund when you return to the UK. Our liability is up to the claim limit set out in this Document and detailed in the Validation Certificate we sent you.
- We will refund you in pounds sterling at the rate of exchange that applies at the time of the repairs, once we receive the original repair invoice.

HOW TO ASK FOR A REPAIR UNDER THIS MOT TEST COVER

If you need to make a claim on this MOT test cover, please return to your supplying Lotus dealer, (or any other authorised Lotus repairer) and they can request approval for repairs by telephoning the Claims Department on 0344 573 7552 and providing the following information:

- The MOT test cover product number (found on Your Validation Certificate)
- Proof of servicing
- The previous valid MOT Certificate (if applicable) and the notification of refusal to issue an MOT Certificate (VT30) citing the reasons for 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 Warranty.



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HOW TO MAKE A CLAIM CONTINUED

The Dealer will be responsible for obtaining prior authorisation from the Administrator.

When and if, the vehicle is granted an MOT Certificate (VT20) the dealer will forward a copy of a completed:

- Repair invoice, made payable to Lotus Warranty Services (signed by Warranty Holder).
- Old MOT Certificate (if applicable) and the “notification of refusal to issue an MOT Certificate” (VT30).

The Administrator 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 Warranty Holder.

NOTE: Claims must be received by the Administrator within 30 days of the date of completion of the repairs, otherwise they cannot be accepted. 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.

IMPORTANT – Repair work must not commence until our administrator has agreed the claim. Failure to comply with this requirement will affect your ability to claim under this cover.

PAYMENT

The administrator is not authorised to settle any amount until they have received the original repair invoice and, when requested, a completed claim form. These, together with the repair approval number, must be sent to our administrator. To make sure you receive the highest levels of service, telephone calls to our administrator are recorded.

WARRANTY CONDITIONS

The conditions of this warranty are set out below. We will only carry out repairs under this warranty if you agree to these conditions.

Please take time to read them.

1. You must decide whether to authorise the repairer to take your vehicle apart. We will only accept the cost of taking it apart if this is part of an authorised repair under this warranty.
2. We are not responsible for any statement or claim which contradicts the conditions of this warranty, unless we support the statement or claim in writing.
3. We reserve the right to provide replacement parts and to carry out repairs under this guarantee or to arrange for their provision by other persons.
4. We will not pay for more than the manufacturer's list prices for parts. If parts have to be ordered from outside the UK, we will pay only the UK price of an equivalent part. We will pay labour costs that are necessary to repair those parts, in line with the repairer's warranty labour rate. Actual repair times will be limited to those in the latest Glass's Guide Institute of Chartered Mechanical Engineers (ICME) manual or the manufacturer's recommended repair times. With every claim you make, you must provide a VAT receipt from the repairer, who must be authorised to carry out the repair.
5. We reserve the right to inspect the vehicle before authorising repairs and may also arrange for parts to be examined by a qualified engineer.
6. You have the right to cancel this warranty within 14 days of receiving this booklet and Validation Certificate. Should you wish to cancel within this period please contact either your supplying dealer or the administrator who will arrange cancellation and a full refund. No refund will be possible if a claim has been made.
7. If you don't follow the manufacturer's service schedules or maintain the vehicle as recommended by the manufacturer, this warranty will not apply if the problem was the result of you failing to follow the service or maintenance recommendations. When you have your vehicle serviced, your vehicle is allowed to be:



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WARRANTY CONDITIONS CONTINUED

- 500 miles either side of the service mileage; or
- Four weeks either side of the time period given, whichever comes first.

It is important that you keep your service receipts as we may need them to confirm any repair request you make. We recommend that your vehicle is serviced by your supplying dealership.

8. If more than one part has failed at the time you contact the administrator, it will be dealt with as one claim.
9. 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 European Union or the European Free Trade Association (Iceland, Liechtenstein, Norway and Switzerland) for up to 60 days a year.
10. 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 we have not authorised.
- C Routine servicing or maintenance and any failure due to wear and tear commensurate with the vehicle age/mileage.
- D Repairs to vehicles which have been altered after you were provided with the warranty and that alteration has contributed to the failure or has failed itself.
- E Any vehicle used, at any time, for hire or reward (such as taxis or driving school vehicles), any commercial vehicle that weighs more than 3.5 tonnes, any vehicle used in any sort of competition, rally or racing (this includes “track days”), or any vehicle used in providing a public service (for example, police vehicles or ambulances).
- F Any liability for death, bodily injury, damage to other property or loss caused directly or indirectly by the failure or event giving rise to a claim under this warranty. However, this exclusion does not apply to any death or bodily injury caused by our negligence or that of our agents.

WARRANTY CONDITIONS CONTINUED

- G** Any damage due to any type of accident.
 - H** Any damage which is a direct result of your or someone else's (other than us or our agents) negligence or deliberate act.
 - I** Any parts which are replaced as part of normal servicing requirements.
 - J** Any loss, damage or failure which a qualified engineer appointed by the administrator thinks could have been avoided or was totally or partly caused by a lack of maintenance.
 - K** Any damage to non-covered or excluded components whether caused directly or indirectly by any covered repair.
 - L** Water ingress (including damage to covered parts caused by water).
11. This contract shall be governed by and construed in accordance with the laws of England and Wales. Any and all disputes arising in relation to this contract shall be submitted to the exclusive jurisdiction of the English courts.
 12. Nothing in these conditions will reduce your statutory rights relating to faulty or mis-described goods. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.
 13. If your claim is valid, we will pay for fault diagnosis charges subject to a maximum of £75 per claim including VAT or one hour of labour, whichever is lower.
 14. The period of the warranty is as detailed in the Validation Certificate. It should be noted that in the absence, for whatever reason, of the standard manufacturer's warranty period, the start date and expiry date of this warranty will remain unchanged from that detailed in the Validation Certificate. Additionally, if the warranty starts earlier than the date detailed in the Validation Certificate, because the manufacturer's warranty has expired earlier on mileage, then the expiry date of this warranty shall be earlier and reflect the period of warranty purchased/provided.



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ADDITIONAL BENEFITS

TEMPORARY REPLACEMENT VEHICLE

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 or during any delay the repairer may have waiting for parts or commencing repairs. After this period we will refund your vehicle hire costs for up to a mid-sized saloon. 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 seven days. Car hire must be from a recognised car hire company. A deposit may be required.

For authorisation, please telephone 0344 573 7552.

OVERNIGHT ACCOMMODATION AND RAIL FARES

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

IMPORTANT INFORMATION

HOW TO MAKE A COMPLAINT

We hope that you will be pleased with the service we provide.

In the unlikely event of a complaint, you should contact the administrator on 0344 573 7552, or in writing to:

The Customer Services Manager, Lotus Warranty Services, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

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

This procedure is in addition to your legal rights as a consumer.

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.



Motor Industry Code of Practice for

Vehicle Warranties



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IMPORTANT INFORMATION CONTINUED

PRIVACY AND DATA PROTECTION NOTICE

1. DATA PROTECTION

Lotus Warranty Services (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.

IMPORTANT INFORMATION CONTINUED

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.

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, Lotus Warranty Services, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG, England.



APPROVED

LOTUS ASSISTANCE

Operated by Call Assist, our package is one of the most comprehensive available providing the following cover.

ROADSIDE ASSISTANCE

Provides assistance for vehicles registered with Lotus Assistance following a breakdown due to mechanical or electrical failure, tyre puncture, or road traffic accident, which immediately renders the vehicle immobile.

HOME ASSIST

Gives you breakdown assistance following a breakdown at or within a one mile radius of your home address.

NATIONWIDE RECOVERY

Provides recovery of an immobilised vehicle (including a caravan or trailer which was on tow at the time) and up to a maximum of five people to the nearest garage able to undertake the repair. If this is not possible at the time, you will be transported to your home, or your original destination.

IMPORTANT – This is only a summary of the cover available. The definitions, conditions and exclusions are shown on the next pages.

DEFINITIONS

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

Territorial Limits – means Great Britain, Northern Ireland, The Channel Islands and The Isle of Man.

Us/We/Our – means Lotus Assistance.

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

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

IMPORTANT NOTE

Details of Lotus Assistance cover may not reach **Us** by the time assistance is required. In this unlikely event, **We** will always assist customers, but before assistance

LOTUS ASSISTANCE CONTINUED

can be provided, **We** will ask **You** to provide immediate payment for the service required by Credit or Debit card. A payment receipt will be sent to **You** in order for **You** to seek reimbursement from the administrator.

This payment can be claimed back from Lotus Assistance when **Your** details are confirmed as being on their records. Please contact **Us** if **You** have any questions concerning this procedure.

Call **0344 573 7517**

Tell the controller who answers **Your** call:

- **Your** warranty number;
- The registration of the **Vehicle** covered by the warranty;
- Where **Your Vehicle** is and
- What seems to be the problem;
- If **You** also intend to claim under **Your** warranty **You** must telephone the administrator on **0344 573 7552** and obtain advance authorisation before any repairs are commenced.

STRICTLY FOR RESCUE 0344 573 7517

If **Your Vehicle breaks down as defined, cover will be provided as follows:**

ROADSIDE ASSISTANCE AND NATIONWIDE RECOVERY

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

- Arrange and pay for **Your Vehicle**, **You** and up to five passengers to be recovered to the nearest garage able to undertake the repair.
- If the above is not possible at the time, **We** will arrange for **Your Vehicle**, **You** and up to five passengers to be transported to **Your** home or original destination.



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LOTUS ASSISTANCE CONTINUED

HOME ASSIST

We will despatch one of **Our** recovery operators to **Your** home address or within a one-mile radius only. Please note: Any repairs undertaken by **Our** recovery operators at their premises are provided under a separate contract, which is between **You** and the garage.

CARAVANS AND TRAILERS

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

MESSAGE SERVICE

If **You** require, **We** will gladly pass on two messages to **Your** home or office to let them know of **Your** predicament and ease their worry.

ACCIDENT COVER

If **Your Vehicle** is involved in an accident rendering it immobile or illegal **We** will transport **Your Vehicle** to a nominated local address within the United Kingdom.

PUNCTURE COVER

If **Your Vehicle** sustains a puncture and **You** are unable to change the wheel, service will only be provided if **Your Vehicle** is carrying a serviceable spare wheel or inflation kit. If **Your Vehicle** was never provided with a spare wheel by the manufacturer and the inflation kit is ineffective due to a badly damaged tyre, then **We** will provide service under the terms of the vehicle being immobilised.

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

TOLL FEES

We will pay ferry and toll fees ONLY within the confines of the United Kingdom as part of the recovery.

LOTUS ASSISTANCE CONTINUED

EXCLUSIONS

Lotus Assistance does not cover the following:

1. Any caravan/trailer where the total length exceeds 23 feet or where it is not attached to the **Vehicle** with a standard towing hitch.
2. Contracts not registered with **Us**.
3. The cost of any parts, components or materials used to repair the **Vehicle**.
4. Any costs or expenses not authorised by **Our** Rescue Controllers.
5. The cost of food, drinks, telephone calls or other incidentals.
6. The cost of alternative transport.
7. The cost of fuel, oil or insurance for a hire vehicle.
8. The recovery of the **Vehicle** and passengers if repairs can be carried out at or near the scene of the **Breakdown** within a reasonable time. If recovery takes effect, we will only recover to one address in respect of any one **Breakdown**.
9. Overnight accommodation or car hire charges.
10. **Breakdowns** caused by failure to maintain the **Vehicle** in a roadworthy condition including maintenance of proper levels of oil and water. If, in the opinion of **Our** recovery operator, the **Vehicle** is found to be un-roadworthy due to lack of maintenance, unless servicing records can be provided, **We** may terminate **Your** Assistance package immediately notifying **You** by letter what action **We** have taken.
11. **Vehicles** where service cannot be effected because the **Vehicle** does not carry a serviceable spare wheel of the correct size for **Your Vehicle**.
12. Any request for service if the **Vehicle** cannot be reached due to snow, mud, sand or flood or where the **Vehicle** is not accessible or cannot be transported safely and legally using a standard transporter.
13. Any request for service if the **Vehicle** is being used for motor racing, rallies, public hire, private hire or any contest or speed trial or practice for any of these activities.



LOTUS ASSISTANCE CONTINUED

14. Overloading of the **Vehicle** or carrying more passengers than it is designed to carry.
15. Claims not notified prior to expenses being incurred.
16. The charges of any other company (including Police recovery) other than **Our** recovery operator.
17. Loss or damage to the **Vehicle** or its contents.
18. Direct or indirect loss, damage or liability caused by, contributed to or arising from:
 - A Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear waste from the combustion of nuclear fuel;
 - B The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof;
 - C Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power.
19. Any false or fraudulent claims.
20. Failure to comply with requests by **Us** or **Our** recovery operators concerning the assistance being provided.
21. Fines and penalties imposed by courts.
22. Any charges where **You**, having contacted **Us**, effect recovery or repairs by other means.
23. Ferry and toll charges outside of Mainland UK.
24. Any claims relating to the following:
 - **Vehicles** in excess of 35 cwt-3.5 tonnes;
 - **Vehicles** more than 17 feet long, six feet three inches wide or eight feet high.
25. Any service or insurance cover where remedial action has not taken place following a previous **Breakdown**.
26. More than six callouts per contract per year.
27. Claims totalling more than £2,500 in any one year.

LOTUS ASSISTANCE CONTINUED

GENERAL CONDITIONS

1. **We** will provide cover if:

A You have met all the terms and conditions within this contract;

B The information provided to **Us**, as far as **You** are aware, is correct.

2. The driver of the **Vehicle** must remain with or nearby the **Vehicle** until help arrives.
3. **We** may cancel the contract by sending seven days' notice to **Your** last registered address.
4. Under normal circumstances no refunds will be made under this Assistance package and in no circumstances if a claim has been made. Lotus Assistance is administered by Call Assist Ltd. Should **You** wish to contact **Us**, please send **Your** correspondence to:
Call Assist Ltd, Axis Court, North Station Road,
Colchester CO1 1UX.

Lotus Assistance Helpline **0344 573 7515**



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WARRANTY TRANSFER (TO A NEW OWNER)

If you sell your vehicle during the period of your warranty, you may transfer the benefits of the warranty to the new owner, provided that the vehicle is sold privately and not through a garage, motor trader, auction or similar company.

PART 1

I sold my vehicle privately on:

I would like to transfer this warranty to the new owner on:

NEW OWNER'S DETAILS

Name

Address

Postcode

Telephone No.

Email Address

The transfer will be subject to a £25 administration fee. The transfer will be subject to our approval and the fee will be returned in the event of non-acceptance.

VEHICLE DETAILS

Registration. No.

VIN

Warranty Number (if known) .

Mileage at Transfer

Former Warranty Holder's
Signature

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

Date of Transfer

WARRANTY TRANSFER (TO A NEW OWNER) CONTINUED

PART 2

The new owner must complete this section

1. I have read and fully understand the contents of this booklet and accept the terms and conditions of this warranty.
2. I certify that:
A as far as I know, the vehicle has been serviced according to the manufacturer's service recommendations; and
B the details in Part 1 are correct
3. I understand that the warranty will not be transferred to me until the Administrator tells me it has accepted this request for transfer. I will then take the place of the former owner as the warranty Holder.

Signature
(new owner)

Date

IMPORTANT

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

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

Lotus Warranty Services
Jubilee House, 5 Mid Point Business Park, Thornbury,
West Yorkshire BD3 7AG

Please make cheques payable to: Car Care Plan Ltd.



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NOTES



LOTUS WARRANTY IS ADMINISTERED BY CAR CARE PLAN LIMITED.
CAR CARE PLAN, JUBILEE HOUSE, 5 MID POINT BUSINESS PARK, THORNBURY, WEST YORKSHIRE BD3 7AG

www.carcareplan.co.uk

TELEPHONE NUMBER: 0344 573 8002

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