

# Ever Red

Extended Warranty

Policy Booklet







# Introduction

## Welcome to Ducati Ever Red Extended Warranty.

We hope that this booklet is easy to understand and explains clearly all the benefits of Your cover.

The following pages, including the terms and conditions, set out exactly what is and is not covered by Your warranty. It is very important that You read each page carefully, so You fully understand the terms and conditions, and in particular the Motorcycle servicing requirements and claims procedures.

The Warranty Period that applies to Your Motorcycle will be stated in the Welcome Letter that accompanies this booklet, as will the expiry mileage. Please keep this booklet and the Welcome Letter in a safe place, as You will need to show it to Your dealer if You have to make a claim.

If anything is unclear, or if You have any questions, please contact The Administrator on **+44 (0) 344 573 8006**.

# Ever Red

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## Extended Warranty

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# 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 number 202875. This can be checked on the Financial Services Register by visiting the FCA's website at [www.fca.org.uk/register](http://www.fca.org.uk/register)

This policy is administered by Car Care Plan Limited T/A Ducati Warranty Services (hereinafter known as 'The Administrator') which is authorised and regulated by the Financial Conduct Authority.



## 2. Claim Procedures

### How to claim under Your Ducati Ever Red Extended Warranty

We aim to make the claim procedures as simple as possible.

#### Repairs in the British Islands

1. If You wish to make a claim under the terms of Your warranty, please contact Your supplying Ducati dealer to agree a suitable time for it to be inspected and repaired. If You cannot return the Motorcycle to Your supplying Ducati dealer, We recommend that You contact another Ducati authorised dealer to arrange repairs..
2. Please take this booklet and the accompanying Welcome Letter with You when delivering the Motorcycle to the dealer. The dealer will confirm whether it is still valid and will check Your service record to verify that the Motorcycle has been properly maintained.
3. You should agree that You will pay the diagnostic costs and any repair costs that are not covered by the warranty.
4. Having established that Your claim is valid, the dealer will contact The Administrator for authority to proceed. You may be asked to sign the repair invoice.
5. The Administrator reserves the right to examine any Motorcycle 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.
6. Repair invoices should be made out to Ducati UK Limited c/o Ducati Warranty Services and sent to: **Ducati Warranty Services**, Claims Department, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

If You need any further assistance relating to a claim, please contact The Administrator on **0344 573 8006**.

Note: Repair invoices must be received by The Administrator within 30 days of the date of completion of the repairs, otherwise they cannot be accepted. Repair invoices 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.

## Repairs outside the British Islands

If it is necessary for a repair on Your Motorcycle to be completed outside the British Islands (in the European Union or EFTA), You will not require prior authorisation from The Administrator.

1. Take Your Motorcycle to the nearest Ducati authorised dealer.
2. Give them Your authority to complete the repairs.
3. Once the repairs have been completed, pay the costs and retain the invoice.
4. On Your return to the British Islands send Your invoice and service records with a covering letter to: **Ducati Warranty Services**, Claims Department, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

In the event that Your claim is valid The Administrator will reimburse You in pounds sterling at the prevailing rate of exchange on the date the repair was completed. Please note that We may not pay the full cost of a repair which is completed overseas. We will not pay more than the equivalent British Islands rates for labour charges and the manufacturer's warranty rates for parts at the date of repair.

If You need to make contact while You are abroad, please telephone **00 44 1274 260 106**.

## Motorcycle Servicing Requirements

To ensure that Your Motorcycle is maintained in good condition it should be serviced in accordance with the manufacturer's recommendations. Failure to comply with the manufacturer's service schedules may invalidate Your warranty. Services must be carried out within **ONE MONTH / 500 MILES** of the intervals specified by the Motorcycle manufacturer, whichever comes first.

It is important that You retain Your service receipts as they may be required to validate a claim.

# 3. Definitions

## **The Insurer, We, Our, Us**

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

## **The Administrator**

Car Care Plan Limited trading as Ducati Warranty Services,  
Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

## **Ducati Ever Red Extended Warranty**

A contract of insurance underwritten by Motors Insurance Company Limited. Cover is available on Ducati Motorcycles up to two years old having travelled less than 12,000 miles from new, at the point of warranty purchase.

## **The Warranty Holder, You, Your, Yourself**

The person named in the Welcome Letter that accompanies this booklet or any subsequent purchaser to whom the benefit of the warranty is directly transferred.

## **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, accident or malicious damage.

## **Geographical Territories**

The British Islands means the United Kingdom (Great Britain and Northern Ireland), the Channel Islands and the Isle of Man. It is also valid in the European Union and the European Free Trade Association (EFTA) for up to 60 days a year.

## **Motorcycle**

The Motorcycle referred to in the Welcome Letter that accompanies this booklet.

## **Welcome Letter**

The confirmation that the warranty application has been accepted. When You receive the Welcome Letter, please check that it contains the correct details. Please keep Your booklet and Welcome Letter in a safe place, as You will need to show it to Your dealer if You have to make a claim.

## **Warranty Period**

The Warranty Period is shown in the Welcome Letter that accompanies this booklet. 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.

## **Jurisdiction Clause**

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



# 4. Details of Cover

## Ducati Ever Red Extended Warranty

Cover is available on Motorcycles up to two years old having travelled less than 12,000 miles from new, at the point of warranty purchase.

## Covered items

All the manufacturer's original components are covered for Mechanical or Electrical Failure with the exception of the items listed below (subject to the General Warranty Exclusions and Terms and Conditions detailed later in this booklet).

## Excluded items

The following items are not covered:

- Accident damage or external impact damage to casings.
- All bodywork, body components, fairings, luggage and racks, foot pegs, side and centre stands, grab rails, handlebars and grips, mirrors and screens.
- All service items and consumables unless replaced as part of a valid claim.
- Brake friction materials
- Brake noise caused by an accumulation of dust
- LED illuminations, lamps, bulbs, fuses, spark plugs, connectors and batteries of any type.
- Clutch friction materials
- Damage resulting from the failure of a timing belt or chain which has not been replaced as per the manufacturer's recommendations.
- Drive chain and sprockets.
- Exhaust components (catalytic converters are covered for internal failure only and not accidental damage, corrosion or damage resulting from the use of incorrect fuel).
- The cleaning of fuel lines, filters and damage caused to covered components by the use of incorrect or contaminated fuel.
- Hoses and pipes
- Relays
- Shock absorbers (the electronically controlled suspension is covered if it has an electrical or electronic defect\*).
- Wheels and tyres, seats, brackets, mountings and hinges.
- Wheel alignment and balancing, suspension adjustments and modifications.

**Please note:** The replacement of consumables (oil filters, lubricants, anti-freeze, oil and brake fluid) are only covered if they have to be replaced in connection with a covered component.

## 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 maximum amount You may claim in respect of any one claim is limited to the market value of the Motorcycle at the time of the claim. The amount You may claim over the whole Warranty Period is limited to the purchase price of Your Motorcycle.

## General Warranty Exclusions

- a) The gradual reduction in operating performance (wear and tear) due to the age and mileage of the covered Motorcycle.
- b) Mechanical or Electrical Failure caused by corrosion.
- c) Any loss, damage or failure which occurs while the Motorcycle is outside the Geographical Territories detailed in this booklet.
- d) Mechanical or Electrical Failure caused by faults which, in the opinion of a qualified engineer appointed by The Administrator, existed before the warranty commenced.
- e) Any loss, damage or failure which a qualified engineer appointed by The Administrator thinks could have been avoided or was totally or partly caused by lack of maintenance.
- f) Any loss where the fault or damage was due to the Motorcycle being ridden following the initial failure.
- g) Damage caused by the installation or use of non Ducati components, including those installed by a Ducati authorised dealer that causes a Ducati component to fail. Examples include, but are not limited to, performance enhancing powertrain components or software, exhaust systems, non-approved tyres, lowering kits, handlebars etc.
- h) Motorcycles 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 The Administrator's prior authorisation.
- i) The adjustment of any component.
- j) Any parts which have not failed but which are replaced or reported during routine servicing.
- k) Component failure resulting from overloading or abnormal use.
- l) Faults and damage resulting from the use of fuel which is either contaminated or inappropriate for the Motorcycle.
- m) Consequential damage which has resulted from a failure to arrange for an obvious fault to be rectified.
- n) Damage which has occurred as a result of any accessory being fitted (unless the accessory is approved by the manufacturer for use on the Motorcycle and has been fitted according to the instructions provided by the manufacturer of the accessory).
- o) Vibrations and noises related to the operation of the Motorcycle.
- p) Deterioration such as discolouration, alteration or deformation of parts due to normal ageing.
- q) The consequences of repairs, conversions or modifications carried out by firms not approved by the manufacturer, and also the consequences of converting the Motorcycle to run on LPG.
- r) Repairs, replacements or alterations not authorised by The Administrator or any Motorcycle which has been modified from the manufacturer's original or approved specification.
- s) Damage resulting from use of fluids / parts other than original parts or those of equivalent quality.
- t) Any damage caused by frost, including damage where lack or failure of anti-freeze has been a contributory factor.
- u) Component failure resulting from accidental damage, misuse or neglect.
- v) Any damage or losses to components that are not directly covered within the terms of this warranty.
- w) Water ingress (including damage to covered parts caused by water ingress).
- x) Bodywork, paintwork, glass / plastic of any description, upholstery, trim & cosmetic finishes.
- y) Diagnostic time of any type unless part of a valid claim.
- z) We will not pay for 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.

## **Additional Benefits:-**

### **Out of Pocket Expenses**

In the event of a valid claim, We will reimburse unavoidable out of pocket expenses as follows:-

### **Towing Charges**

If You incur unavoidable towing charges following a breakdown We will reimburse up to a maximum of £75 for towing charges. This only applies if Ducati Assist roadside assistance is not available.

### **Overnight Accommodation**

If You are unable to reach Your planned destination and find it necessary to book overnight accommodation elsewhere, We will pay up to £150 (including VAT) to cover the cost.

Alternatively, up to £200 (including VAT) may be claimed towards the cost of return rail or air fare.

The following conditions apply:

1. The breakdown must have left Your Motorcycle unable to be ridden.
2. All out of pocket expenses must be approved by The Administrator and be supported by a valid VAT receipted invoice.

**To discuss authorisation, please contact The Administrator on +44 (0) 344 573 8006.**

### **Overseas cover**

Your Ducati Ever Red Extended Warranty cover is valid anywhere in the British Islands, which includes Great Britain, Northern Ireland, the Channel Islands and the Isle of Man. It is also valid in the European Union and the European Free Trade Association (EFTA) for up to 60 days a year.

# 5. Terms and Conditions

**Ducati Ever Red Extended Warranty Terms and Conditions:** Please take time to read the following terms and conditions, which are an important part of Your warranty.

1. **The Warranty Holder:** The Warranty Holder is the only person who is entitled to make a claim under this warranty.
2. **Motorcycle:** Any claim under this warranty must relate to the Motorcycle described in the Welcome Letter that accompanies this booklet.
3. **Warranty Period:** The Warranty Period is shown in the Welcome Letter that accompanies this booklet. 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.
4. **Authorisation:** No repair must be carried out without The Administrator's prior authorisation with the exception of repairs completed outside the British Islands, which may be authorised by The Warranty Holder.
5. **Payment for Repairs:** When a repair is undertaken by a Ducati authorised dealer, they will obtain prior authorisation from The Administrator and will invoice Us for the cost of the repair. In certain circumstances, The Administrator may authorise a repair by another dealer in the British Islands or You may authorise a repair outside the British Islands. In either event, You may be required to pay the dealer on completion of work and may then reclaim the cost from Us.
6. **List Prices:** We will not pay more than the warranty rates for parts and the retail rates for labour time. Actual repair times will be limited to the manufacturer's recommended repair times. Please bear this in mind if You authorise a repair overseas.
7. **Invoices to Support Claims:** Any claim for a repair bill which You have paid direct or for out of pocket expenses must be supported by a VAT receipted invoice.
8. **Inspection of Motorcycle and Parts:** The Administrator reserves the right to inspect the Motorcycle before authorising repairs and may also arrange for parts to be examined by a Claims Assessor. We may choose to retain any part replaced under the terms of the warranty.
9. **Repair/Replacement of Parts:** The Administrator's obligations under this warranty are limited to repairing or replacing at its option any part(s) which prove to be defective. When replacing any defective part, genuine Ducati parts will be used where possible.
10. **Dismantling of Motorcycle:** It is the responsibility of the owner to authorise the dismantling of the Motorcycle and pay the charges if such dismantling proves that the failure is not covered under the warranty. We will only pay for the dismantling if it is part of a valid claim and in accordance with condition 6.



**11. Design Faults and Recalls:** If any of the Motorcycle'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 this warranty.

**12. Servicing and Service Records:** It is a condition of the warranty that Your Motorcycle is maintained in good condition and serviced in accordance with the manufacturer's recommendations. A maximum allowance of 500 miles either side of the stipulated service schedule mileage and one month either side of the stipulated service time period is permitted. Failure to comply with this requirement may invalidate the warranty. Service receipts should be retained as proof of servicing.

**13. Motorcycle Ownership:** This warranty does not cover Motorcycles owned by a motor trader or garage or associated companies or by proprietor(s) of such motor trader or garage or by an employee, friend or relative of such proprietor(s).

**14. Excluded Motorcycles:** This warranty does not cover the following Motorcycles: Non-European specification imports, Ducati Desmosedici RR and Ducati Superleggera superbikes and Non-Ducati Motorcycles.

**15. Excluded Uses:** This warranty does not cover:

- any Motorcycle used for commercial purposes such as but not restricted to couriers, learning school, professional delivery, short or long term hire etc., patrol or any public or professional usage;
- any Motorcycle used for racing of any description or being used in any contest, competition, trials, track days, rally or racing;
- misuse or damage caused by competitive off-road activity.
- public service Motorcycles, police Motorcycles, paramedic Motorcycles or military Motorcycles.

**16. Modification to Motorcycle:** In the event that a modification (including those made before the inception of this warranty), which has not been approved by The Administrator, contributes to a fault, We reserve the right to reject any claim You may wish to make in relation to that fault.

**17. Exclusions:** This warranty does not cover:

- i) Injury, loss or damage that is caused by the following:
  - a) Ionising radiation or radioactive contamination from any nuclear fuel or the nuclear waste arising from burning nuclear fuel;
  - b) The radioactive, toxic, explosive or other dangerous properties of any explosives, nuclear equipment or nuclear part of that equipment.
- ii) Any damage which is due to any type of accident or which is negligent or against the law of the country in which the incident occurred.
- iii) Anything caused directly or indirectly by war, riot, revolution or any similar event, or by vandalism, theft or attempted theft from the Motorcycle.
- iv) Any liability for death, bodily injury or damage to other property or any loss caused directly or indirectly by the claim or event giving rise to a claim is excluded under this warranty.

**18. 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.

**19. Other Warranties and Insurance:** You must not use this warranty to recover costs which are covered by another warranty or an existing insurance policy. If Your claim is also covered by any other warranty or insurance policy, We will only pay Our share of the claim.

**20. Legal Proceedings:** Following the acceptance of any claim under this cover, We will have the right to conduct legal proceedings or enter into formal arbitration on Your behalf. In doing so, The Insurer 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 this action, if they are assigned to You.

**21. The Administrator and The Insurer:**

- a) The Administrator and The Insurer are appointed by Ducati UK Limited to administer and underwrite their warranty products.
- b) The Administrator is authorised by The Insurer to act as their agents in relation to Ducati Motorcycle Extended Warranty. They manage and administer all Ducati Extended Warranty Administration services. All claims and correspondence should be submitted through them at the following address: Car Care Plan Limited trading as Ducati Warranty Services, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

**22. Pre-existing Faults:** The warranty does not cover failures caused by faults which a qualified engineer thinks could have reasonably existed before the warranty began.

**23. Cancellation Rights 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 within 30 days of purchase. Should You wish to cancel within this period, please contact The Administrator who will arrange cancellation and 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 at 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 £35 cancellation fee. Requests for cancellation outside of the first 30 days from purchase should be made by contacting The Administrator on 0344 573 8006 or in writing to The Administrator at: Ducati Warranty Services, 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 the Warranty Period;
- if You have made a claim;
- if You were provided with the warranty free of charge;
- where the warranty has been transferred from the original purchaser;

If You have paid for Your policy by instalment payments through an instalment agreement with The Administrator, any refund amount owed to You will be calculated in line with the following rules: Where You have paid all the instalment payments, The Administrator will calculate the refund as above. The refund will be paid directly to You. Where You have NOT paid all the instalment payments,

The Administrator 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, The Administrator 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, the refund will be applied as part payment of Your total outstanding instalment payments.

You will continue to be responsible for paying the remaining outstanding payments on Your instalment agreement with The Administrator until the balance calculated at the time of notice of cancellation received by The Administrator has been settled. Please allow up to 28 days for Your cancellation and refund to be processed;

**24. Governing Law and Jurisdiction:** This agreement shall be construed in accordance with English Law and the parties irrevocably submit to the non-exclusive jurisdiction of the English courts to settle any disputes which may arise in connection with this agreement.

**25. Statutory Rights:** Nothing in these conditions will reduce Your statutory rights relating to faulty or mis-described goods. For further information about Your statutory rights, please contact Your local authority Trading Standards Department or Citizens Advice Bureau.

**26. Sanction Limitation and Exclusion Clause:** We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this warranty if the provision of such cover, payment of such claim or provision of such benefit would expose The Insurer or The Administrator to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

**27. 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: We will not automatically renew this cover after it expires, however, The Administrator will try to write to You at the last address You provided to give details on how to continue Your cover".  
\*Continuation of cover may be subject to certain vehicle eligibility criteria.

**28. Residency:** Cover may only be granted to individuals residing, or corporate bodies registered, in the British Islands.

# 6. Transfer of Ownership

If You sell Your Motorcycle during the Warranty Period, You may transfer the benefits of the warranty to the new owner, provided that the Motorcycle is sold privately and not through a garage, motor trader, auction or similar company. The new owner should complete and sign this form and send the entire booklet (do not detach this page) to The Administrator. The transfer will be subject to The Administrator's approval with a replacement booklet being returned where approved. The transfer will be subject to a £25 administration fee which will be returned in the event of non-acceptance. Please make cheques payable to: Car Care Plan Limited. If Ducati Approved Motorcycle Warranty is to remain valid, this booklet must be received by The Administrator within 14 days of the date You sell the Motorcycle. We recommend that it is sent by registered post. For more information, please contact The Administrator on **+44 (0) 344 573 8006** or by post to: Ducati Warranty Services, 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.

## Part 1 The former owner must fill in this section

I sold my Motorcycle privately on:

Please sign to confirm  
that You agree to this transfer

Date:

Signed:

## Part 2 The new owner must fill in this section

Title: Name:

Address:

Tel number:

Email address:

Mileage at transfer:

Motorcycle Registration Mark:

Warranty number:

I have read and fully understand the contents of this booklet and accept the terms and conditions of Ducati "Ever Red" Extended Warranty. **I CERTIFY THAT:** To the best of my knowledge, the Motorcycle has been serviced according to the manufacturer's service recommendations • The details in Part 2 are correct • I accept that warranty condition 23 no longer applies to this policy.

**I understand that the warranty will not be transferred to me until The Administrator informs me that it has accepted this request for transfer. I will then take the place of the former owner as The Warranty Holder.**

Date:

Signed:



# 7. Complaints Procedure

We hope that You will be pleased with the service We provide. In the unlikely event of a complaint, You should contact The Administrator on **0344 573 8006**, or in writing to:

The Complaints Team, Ducati Warranty Services,  
Jubilee House, 5 Mid Point Business Park,  
Thornbury, West Yorkshire  
BD3 7AG.

You can also email them at: **complaints@motor-admin.com**

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

If it is not possible to reach an agreement, 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 **financial-ombudsman.org.uk**. Or You can write to:

The Financial Ombudsman Service,  
Exchange Tower, London E14 9SR.  
Phone: 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**.

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

Please note: The Motor Ombudsman can only deal with Your complaint if You have already complained directly to The Administrator and at least eight weeks have passed since You did that. Complaints to the Motor Ombudsman must be submitted within 12 months of The Administrator's final response.



## 8. 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](http://www.fscs.org.uk) or write to:

Financial Services Compensation Scheme,  
PO Box 300,  
Mitcheldean  
GL17 1DY.



# 9. Privacy and Data Protection Notice

Car Care Plan Limited (the "Data Controller") are committed to protecting and respecting Your privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which the Data Controller processes Your personal data. For more information, please visit [www.view-privacy-policy.co.uk](http://www.view-privacy-policy.co.uk)

**1. How the Data Controller uses Your Personal Data and who the Data Controller shares it with :** The Data Controller will process the personal data it holds about You for the following purposes:

- For providing products, services and insurance, administering memberships, handling claims and complaints, informing of changes to services and any other related purposes (this may include underwriting decisions via automate means). This is for the performance of the contract between You and the Data Controller.
- To provide You with information, products, or services that You request from the Data Controller or which the Data Controller feels may interest You as part of the contract.
- For offering renewal, research, or statistical purposes, to analyse historic activity, to improve rating algorithms, and to help predict future business impact, to further commercial interests, to enhance product offering and to develop new systems and processes. This is for the Data Controller's legitimate interests.
- To notify You about changes to the Data Controller's service. This is to comply with applicable laws.
- To safeguard against fraud, money laundering, terrorist financing and to comply with applicable laws.
- For the purpose of Direct Marketing activities only with Your explicit consent.

**2. Disclosure of Your Personal Data:** The Data Controller may disclose Your personal data to third parties involved in providing products or services to the Data Controller, or to service providers who perform services on the Data Controller's behalf. These include group companies, affinity partners, vehicle manufacturers, motor dealerships and repairers, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, call centre service providers, auditors, lawyers and other outside professional advisors, IT systems, support and hosting service providers and regulatory authorities, and as may be required by law.

**3. International Transfers of Data:** The personal data the Data Controller collects from You may be transferred to, processed and stored at, a destination outside the UK and European Economic Area ("EEA"). The Data Controller currently transfers personal data outside of the UK and EEA to the USA and Israel. Where the Data Controller transfers Your personal data outside of the UK and EEA, it will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation. The Data Controller uses the European Commission approved 'Standard Contractual Clauses' with such parties to protect the data.

**4. Your Rights:** Individuals in the European Economic Area (EEA) and the UK have several rights in connection with their personal information. These rights may apply in certain circumstances and are subject to certain legal exemptions.

**You have the right to:**

- a) Access and obtain a copy of the personal data the Data Controller hold about You and information about how it is used;
- b) Ask to update or correct any inadequate, incomplete, or inaccurate data;
- c) Request erasure of Your personal data.
- d) Restrict and object to the future processing of Your data.
- e) Ask the Data Controller to provide Your personal data to You in a structured, commonly used, machine-readable format, or You can ask to have it "ported" directly to another data controller.
- f) Not be subject to fully automated decision making which has legal effects or otherwise significantly affects You.
- g) Withdraw consent where Your consent is used as a legal basis for using Your personal data.
- h) Object to the processing of Your personal data for direct marketing purposes at any time.
- i) Lodge a complaint with the local data protection authority where Your complaint can't be resolved in the first instance by the Data Controller.

If You wish to exercise the following rights, please contact the Data Controller using the details in Section 6 below or You may submit requests via <https://amtrust.clarip.com/dsr/create>

To ensure the Data Controller only disclose personal information where it knows it is dealing with the right individual, the Data Controller will ask You for proof of identity when making a request to exercise any of these rights. The Data Controller will respond to all valid requests within one month, provided to have all the information required to respond. For every request, the Data Controller will make a priority to resolve Your complaint as quickly as possible.

The relevant data protection authority is the Information Commissioner's Office (ICO), who You can contact via <https://ico.org.uk/global/contact-us/>

**5. Retention:** Your data will not be retained for longer than is necessary and will be managed in accordance with the Data Controller's data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the contract, or the Data Controller's business relationship with You, unless the data must be retained for a longer period due to business, legal or regulatory requirements. In any case, where data is retained, the Data Controller will endeavour to delete or to anonymise any personal elements, in order to maintain Your privacy and security.

**6. Questions In Relation To The Data Controller's Privacy Policy Or Use Of Your Data:** If You have any questions concerning the Data Controller Privacy Policy or use of Your personal data, including exercising Your rights detailed in Section 4, You can contact:

The Data Protection Officer, Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG, England or email [CCPH\\_DPA@carcareplan.co.uk](mailto:CCPH_DPA@carcareplan.co.uk).

ducati.com



**Ducati Warranty Services**

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

Ref: 12798. Valid from 05/2024.