

Hassle-free  
motoring  
all taken care of.



Platinum warranty  
maintenance plan

[Terms and conditions](#)

EMaC.

Thank you for choosing EMaC. In this document you will find useful information regarding your Platinum Warranty Maintenance Plan, including its full Terms and Conditions.

<b>SECTION 1</b>	<b>INTRODUCTION</b>	<b>Page 2</b>
<b>SECTION 2</b>	<b>YOUR MAINTENANCE PLAN</b>	<b>Page 2</b>
<b>SECTION 3</b>	<b>HOW TO BOOK</b>	<b>Page 2</b>
<b>SECTION 4</b>	<b>ELIGIBILITY</b>	<b>Page 3</b>
<b>SECTION 5</b>	<b>BENEFITS</b>	<b>Page 3</b>
<b>SECTION 6</b>	<b>CUSTOMER REQUIREMENTS</b>	<b>Page 9</b>
<b>SECTION 7</b>	<b>COMMENCEMENT AND DURATION</b>	<b>Page 9</b>
<b>SECTION 8</b>	<b>EXCLUSIONS</b>	<b>Page 9</b>
<b>SECTION 9</b>	<b>GENERAL</b>	<b>Page 11</b>
<b>SECTION 10</b>	<b>COMPLAINTS</b>	<b>Page 12</b>
<b>SECTION 11</b>	<b>DATA PROTECTION</b>	<b>Page 12</b>
<b>SECTION 12</b>	<b>DEFINITIONS</b>	<b>Page 13</b>
<b>SECTION 13</b>	<b>THE AGREEMENT</b>	<b>Page 13</b>

## 1. INTRODUCTION

Welcome to your Platinum Warranty Maintenance Plan.

It is important that you read the contents of this document carefully, as it covers subjects such as:

- When and how to request Maintenance Inspections and/or Repairs (Maintenance Events)
- What is provided under the Plan
- What is excluded under the Plan
- Your responsibilities

We hope you find everything you need in this document, however if anything is unclear, please do not hesitate to contact our friendly team who will be more than happy to help. You will find our contact details in Section 9.

If you require this document in a different format, you can call us on 0330 0996 815 to discuss your individual requirements further.

## 2. YOUR MAINTENANCE PLAN

Your Platinum Warranty Maintenance Plan is not an insurance policy and is not regulated by the Financial Conduct Authority (FCA). It is an Agreement to provide routine Maintenance Inspections and/or Repairs. For further details please refer to Section 13.

## 3. HOW TO BOOK YOUR VEHICLE IN FOR AN INSPECTION OR REPAIRS (MAINTENANCE EVENT)

**If there is a fault, or potential fault, on your vehicle DO NOT continue to use your vehicle. This may aggravate the problem and cause greater damage, for which we will not be liable.**

**Please do not proceed with any Repairs until the request has been authorised by us. It is your responsibility to ensure the Maintenance Agent contacts us before the work is started.**

During your Maintenance Event, the Maintenance Agent will need access to your vehicle, and we may investigate the request further. We may ask for photographic or video evidence of the area that requires Repair or we may appoint an independent assessor to inspect the vehicle.

**The cost of all investigation work including independent inspections, can only be authorised by you, and you will remain responsible for that cost if the Repair is not covered by this Agreement.**

To book your vehicle in for an Inspection or Repairs (Maintenance Event) please contact the Approved Dealer.

Please note that you must report any fault, or potential fault, within 7 days of the incident either via

the Maintenance Agent or directly to the Administrator.

#### 4. ELIGIBILITY

Your vehicle must:

- Be built to and not be modified outside of manufacturer's specifications.
- Not be used for hire or reward, commercial use, professional instruction, competition or off-road use, motor rally, motor racing, speed or duration tests, track days or any practice for these events whether they are timed or untimed.
- Not be a vehicle used in a Public Services capacity, for example within police force, military service or fire service.
- Not have a gross weight of more than 3.5 tonnes.

#### 5. BENEFITS

The benefits provided under this Platinum Warranty Maintenance Plan are in the form of predetermined Maintenance services.

The Plan provides regular attention via the Maintenance Events. This helps to maintain your vehicle at a saving on the cost of such Maintenance Events, if purchased separately. The Plan is intended to manage the expected effects of regular motoring and not the type of accidental or other damage covered by a motor insurance policy.

**A Maintenance Event consists of a Maintenance Inspection, and any Maintenance and Repairs identified during the Maintenance Inspection together with Breakdown Assistance and Additional Assistance as detailed below.**

The details of the inclusions and exclusions of the Maintenance Event are detailed below.

This Platinum Warranty Maintenance Plan includes the following:

- A. Maintenance Inspections**
- B. Maintenance and Repair**
- C. Breakdown Assistance from the Plan Start Date, which includes Roadside, Recovery and Home Start – attended by the Contractor**
- D. Additional Assistance**

These benefits are detailed below:

##### A. Maintenance Inspections

One Maintenance Inspection prior to the initial collection of your vehicle from the Approved Dealer and annually thereafter.

The content of the Maintenance Inspection is detailed below:

### General

- Service history and next service due date
- MOT due date

### Engine compartment

- Check oil, fluids and coolant levels and identify any leaks
- Check the condition of the alternator, belts and battery

### Wheels/Tyres

- Check condition of all tyres (including spare)
- Check inflation kit (if applicable)
- Check wheel alignment

### Brakes

- Check condition of the front and rear brake pads and discs (measured in millimetres)
- Check condition of the parking brake
- Check the brake fluid condition and levels

### Coolant

- Check condition and levels of anti-freeze

### Lights, electrics and heating

- Check condition of Internal and external lights
- Check condition of Wipers and washers
- Check condition of Horn
- Check condition of Warning lights
- Check condition of Control messages
- Check condition of Heating systems
- Check condition of Air conditioning operation
- Check condition of Interior electrics, safety and seatbelts

### External

- Check the engine for any smoke and noise
- Check the brake operation
- Check the clutch and transmission operation
- Check the condition of all mirrors and glass
- Check the locking system

### Underside

- **Check** the exhaust system and catalytic converter
- Check steering and suspension
- Check for visible fluid leaks
- Check the condition of the driveshaft: joints, gaitors and mountings
- Check the condition of the wheel bearing, hub, wear and noise
- Check the condition of the hoses, pipes and cables

## B. Maintenance and Repair

### What is provided:

Labour and replacement parts costs for Repairs to maintain your vehicle if an included part suffers a failure to perform its function, up to the Repair Limit detailed on your Plan Schedule.

The Agreement covers all mechanical and electrical parts other than those specifically listed as

excluded under Section 8.

**Maintenance and Repair shall only relate to issues that should have been addressed during the scheduled Maintenance Inspection.**

Additional components included:

- In car entertainment (Factory Fitted).
- Key Remote Fobs and Key Cards.
- Turbo
- Casing - Cylinder block, gearbox, transfer box, differentials and axle if they have been damaged by a failure of one of the included parts.

What we will do:

Repair or replacement of defective parts under this Agreement are to be carried out through the Provider's Approved Dealers or Maintenance Agents to whom your vehicle should be returned. Repairs can only be made on presentation of the Plan Schedule to this Agreement, your service booklet and confirmation that your vehicle has been serviced in accordance with the servicing requirements detailed in Section 6.

Please note replacement of drive belts, filters, lubricants, antifreeze and fluids required because of the failure of an included part, is included in this Agreement.

The Administrator has the right to appoint an independent engineer to inspect your vehicle prior to any Repair or replacement of part(s). The Administrator may, at its discretion, elect to agree with you a value for your vehicle where the parts and labour cost of the Repair exceeds the market value of your vehicle at the time of failure. The same will apply where the parts needed for Repair are no longer available.

The Administrator will assess repair times in line with Autodata's\* latest recommended repair times. \*(Autodata is a third-party publisher and supplier of technical information for automotive professionals).

**The cost of all investigation work including independent inspections, can only be authorised by you, and you will remain responsible for that cost if the Repair is not covered by this Agreement.**

The Administrator may authorise repairs immediately, call for other estimates, nominate another repairer, investigate the repair request further, insist on the use of factor or pattern parts, exchange or re-manufactured units.

### **C. Breakdown Assistance from the Plan Start Date, which includes Roadside, Recovery and Home Start – attended by the Contractor**

The Provider has an agreement with the Contractor to administer the services detailed in Section 5 C. All arrangements for breakdown assistance and relevant telephone calls will be handled by the Contractor. The Contractor will attend your vehicle in the event of a valid request. The Provider reserves the right to change the administrator of the services detailed within Section 5 C and will provide you with written notification within 30 days prior to such a change.

How to Obtain Assistance

If your vehicle has a breakdown, please follow these simple steps:

- Telephone the Contractor on the following number: 0330 018 3448 (calls from mobiles may be charged at network operator's premium rate, telephone calls will be handled by the Contractor and may be recorded and/or monitored)

- Advise the operator of the location of the vehicle, the nature of any fault, and provide any other information requested by the operator; and the number of the phone you are using

Ring the Contractor back (on the free number) if you get going before the patrol arrives. Only accept help from the patrol assist you by the Contractor.

Do not go ahead and make your own arrangements, as the Contractor cannot arrange reimbursement of costs incurred without prior authorisation.

#### Roadside

Roadside is available for the vehicle detailed in your Plan Schedule. Roadside operates in the United Kingdom only.

If you are stranded on a public highway (or other accessible road or area to which the public has the right of access) because the vehicle has a breakdown, we will arrange for a Contractor to assist you who will try to Repair the vehicle at the roadside.

Roadside includes labour at the scene of the breakdown but not labour at any Maintenance Agent to which the vehicle is taken.

If the vehicle cannot be repaired at the roadside, or if repairs are unwise, the Contractor will arrange for the vehicle and up to 8 people to be taken to a destination of your choice, or the Approved Dealer.

If you cannot readily get to the vehicle, the Contractor will arrange, if practicable, to have it towed to a place of safety and stored until you can collect it.

Please note the Contractor will not arrange to tow or transport any vehicle, which, in their reasonable opinion, is loaded beyond its legal limit. If the vehicle is in a position where The Contractor cannot arrange for work to be undertaken on it or tow it, or wheels have been removed, they can arrange to rectify this, but you will have to pay the costs involved.

#### Roadside does not cover:

- Routine servicing of your vehicle.
- The cost of parts, fuel or other supplies.
- Replacing tyres or windows.
- Missing or broken keys. The Contractor will try to arrange the services of a locksmith if you pay the Contractor directly.
- The cost of ferry crossings, road tolls and congestion charges.
- Vehicles being demonstrated or delivered by motor traders or used under trade plates.
- Contaminated fuel. However, the Contractor will arrange for the vehicle to be taken to a local Maintenance Agent for you to arrange and pay for the vehicle recovery and any work carried out.
- Any vehicle storage charges before, during or after any assistance provided by the Contractor.
- Assistance following an accident, fire, theft or vandalism or other incident normally covered by a motor insurance policy.
- If there are animals in the vehicle, their onward transportation is at the sole discretion of the Contractor and is carried out solely at your risk. The Contractor will not insure any animal or livestock in transit, during any onward transportation.

**Roadside shall only apply to a vehicle breakdown caused by issues that should have been identified during the Maintenance Inspection, up to the limit detailed in your Plan Schedule.**

#### Recovery

Recovery has the same features and limitations as Roadside but with the following variations:

If the Contractor cannot arrange for the vehicle to be repaired locally within a reasonable time, they will arrange for the vehicle and up to 8 people to be taken home or to any other single address. If there are more than 5 people, this may require two separate vehicles. An adult must accompany any persons under the age of 16.

Recovery does not cover:

- a) Use of the services having the object or effect of avoiding Repair costs. For example, if a vehicle can be repaired in a reasonable time, the Contractor may not arrange recovery but arrange for a Repair instead.
- b) Recovery, which is required because the Contractor has previously arranged a temporary Repair, which has not subsequently been properly repaired by you.

**Recovery shall only apply to a vehicle breakdown caused by issues that should have been identified during the Maintenance Inspection, up to the limit detailed in your Plan Schedule.**

#### Home Start

Home Start has the same features and limitations as Roadside but with the following variation:

- Home Start does not cover rectifying failed Repairs attempted by you or someone on your behalf.

#### General

- i. Roadside, Recovery and At Home covers United Kingdom registered vehicles only.
- ii. The Contractor cannot procure services for your vehicle if it is unattended.
- iii. The Contractor do not guarantee to procure services in whole, or in part, if the Contractor or its Contractors are prevented from doing so due to any circumstances beyond their reasonable control.
- iv. The Contractor and its Contractors reserve the right to refuse to give service if anyone in your party behaves in a threatening or abusive way to their staff or Contractors.
- v. Your telephone calls to and from the Contractor and its Contractors may be monitored and recorded for the purposes of staff training and quality assessment. This complies with Ofcom and GDPR regulations.
- vi. If the service you require is not included within Roadside, Recovery and Home Start, the Contractor will try, if you wish, to arrange it at your expense. The terms of, and any payment for, any such services are a matter for you and the supplier, and the Contractor will not act as an agent for you or the supplier.
- vii. Vehicles, which have broken down because of taking part in a motor sport event, which takes place off the road and/or is not subject to the normal rules of the road, are not covered.
- viii. European assistance is not available.
- ix. The cost of ferry crossings, road tolls and congestion charges to be paid to the Contractor directly.

**Home Start shall only apply to a vehicle breakdown caused by issues that should have been identified during the Maintenance Inspection, up to the limit detailed in your Plan Schedule.**

## D. Additional Assistance

### 1. Car Hire

If a Repair to your vehicle has been authorised by the Administrator under this Agreement and the labour time exceeds 8 hours (as determined using Autodata), you may benefit from the costs for car hire for up to 7 days starting from the day immediately after the day the Repair to your vehicle has been authorised by the Administrator, at a maximum of £60 per day (inclusive of VAT) subject to the following conditions:

- You accept responsibility for the entire cost of any additional car hire outside of the 7-day car hire period referred to above.
- The cost of the car hire is within the overall Repair limit.
- You take responsibility for hiring a vehicle from a bona fide rental operator and for ensuring the hired vehicle is of a like kind and quality.
- The car hire period for which we will pay is limited to the period your vehicle is in the workshop undergoing Repairs starting from the day immediately after the Repair to your vehicle has been authorised by the Administrator or a maximum of 7 days, whichever is less.
- The daily amount includes VAT but excludes fuel and insurance.

## 2. Overnight Accommodation/Onward Travel

If a Repair to your vehicle has been authorised by the Administrator under this Agreement, the labour time exceeds 8 hours (as determined using Autodata), you have not requested the Car Hire benefit detailed above and you are more than 50 miles from your home address, you may benefit from:

- Overnight accommodation for you and your Party up to a maximum of £300 including VAT in total. This does not include the cost of providing meals and drinks.
- Or a refund of the cost of public transport for the driver, and up to four passengers to reach the end of their journey, subject to a maximum of £300 including VAT in total.

Any service provider of the additional assistance benefits must be VAT registered. You must obtain authority from the Administrator prior to making any bookings, keep all copies of receipts and invoices and submit them to the Administrator for payment.

## 3. Continental Use

The Agreement will apply whilst your vehicle is in any territory of the EU or European Free Trade Association (EFTA) for a period of not more than 60 days in any 12-month period, with the limit of benefits restricted to the equivalent United Kingdom rate for labour charges and parts at manufacturer's list prices as applicable at the date of the Repair request. Breakdown assistance is not applicable for Continental use.

**Additional Assistance shall only apply to issues that should have been identified during the Maintenance Inspection, up to the limit detailed in your Plan Schedule.**

## 6. CUSTOMER REQUIREMENTS

To maintain your vehicle in good working order and ensure its fitness for purpose throughout this Agreement, you must comply with the requirements listed in this Section.

If you fail to meet the Customer Requirements detailed in this Section, our obligations to you will come to an end. The termination date will be the date you breach the Customer Requirements.

### Annual Inspection

Your vehicle must have the Maintenance Inspection which is included in this Plan each year for the duration of the Plan following the Initial Inspection.

### Manufacturers Service Requirements

The manufacturer of your vehicle will have stated a recommended service schedule (details of

which can be found in your vehicle's service book). It is imperative that you adhere to the manufacturer's recommended service schedule (the services must be carried out within 30 days of the due date or within 1,000 miles, whichever occurs first).

You must keep all receipts and invoices related to your vehicle's servicing. The Provider may request these records and/or the details of the service history at any time during the Agreement.

### Maintenance Requirements

It is your responsibility to ensure the adherence to the following Maintenance requirements:

- **Timing Belt Replacement:** Following the manufacturers recommended schedule for replacing the timing belt is essential. A worn or broken timing belt can cause significant engine damage.
- **Regular Oil Changes:** Engine oil plays a vital role in lubricating, cooling, and protecting internal components. Using the manufacturer's recommended oil grade and viscosity is crucial. Improper oil selection can lead to increased wear and tear, potentially resulting in denied coverage for certain Repairs. It is your responsibility to use the manufacturer's recommended engine oil. If you need any assistance, please contact the manufacturer.

## 7. COMMENCEMENT AND DURATION

This Agreement commences from the Plan Start Date shown on your Plan Schedule. It will continue until the Expiry Date shown on your Plan Schedule subject to adherence to these Terms and Conditions.

## 8. EXCLUSIONS

The following are excluded from this Agreement:

- Any part/failure not listed as being covered in Section 5 B.
- General:
  - All bodywork handles and hinges, interior/exterior trim, paint, glass (including front & rear heated screens & elements), weather-strips, gaskets, rubber seals, sheet metal, sunroof's, seats (including all internal electrical/mechanical components) carpets, seat belt systems, wiper arms/blades/washer jets, wheels and tyres, wheel alignment/tracking/balancing, adjustments.
  - On convertible vehicles, the roof together with pumps, motor mechanisms and any retractable panel/mechanisms.
  - Parts subject to manufacturers servicing requirements or periodic Repair including but not limited to plugs/glow plugs, electrical leads and all filters.
  - Any item or accessory not in the manufacturer's original specifications.
- Working materials – Unless working materials and supplies such as oils, filters and anti-freeze are required as a direct result of the failure of a warranted part.
- Turbo - Foreign object damage is not included on any turbo Repair request.
- Clutch – Where the failure is due to the clutch having reached the end of its normal working life due to age or mileage, or the clutch is burnt out.
- Brakes – Brake discs/drums, brake pads, brake linings/shoes, hoses and lines.
- Contaminated fuel and misfuelling.
- Electrical Accessories – Bulbs, LED, lamps/lenses, batteries, fuses, wiring harness, wiring terminals and remaking of disturbed electrical connections.

- Miscellaneous Items – Air conditioning recharging, ECU reflashes/upgrades, water ingress, exhaust system, auxiliary drive belts, brackets, mountings, supports, fixings and fastening devices, fuel tank and fuel lines, corrosion, rubber hoses, metal pipes or plastic pipes and unions, core plugs and air bags.

**This Platinum Warranty Maintenance Plan does not cover any Repairs in the following circumstances:**

- Non-compliance with the conditions detailed in Section 6 of this Agreement.
- Any failure of parts or breakdown caused by lack of normal and proper use or care, including the incorrect use of fuel or grade of oil.
- Any act, omission or neglect by you (or any user of the vehicle), which adds to the loss or damage.
- Water ingress, fire, collision, frost, snow, ice, flooding, freezing or corrosion.
- The failure or breakdown of a part which is under any manufacturers or supplier's warranty.
- Any failure of parts which have reached the end of their normal working lives because of usage, age or mileage
- Any parts which have not actually failed to perform their normal function.
- The cost of Repair to components not listed under the Agreement.
- Any failures which are the result of carbon build up, except when your vehicle is under 10 years old (beginning from date of first registration with DVLA) and the odometer reading is under 100,000 miles.
- Losses that occur because of a failure of an included component (examples are, but not limited to alternative transportation cost, costs associated with a disrupted journey, prepaid agreement accommodation or transportation, inconvenience or loss of earnings).
- The gradual deterioration of your vehicle's performance due to age and mileage, including, but not limited to, gradual loss of engine compression requiring the Repair of valves or rings and the gradual increase in the oil consumption due to normal operating functions.
- Design or existing faults - parts being subjected to recall by the manufacturer or parts which fail because of inherent design faults or parts that require modification or replacement which is or has been recommended by the manufacturer or faults which existed before you entered into the Agreement.
- Dismantling - We will not pay for any stripping down of the parts to determine the cause of the failure of parts or breakdown unless we accept the Repair request.
- Accidental damage - the costs relating to losses normally included under a motor insurance policy or losses resulting from an accident to the vehicle.
- Failure of a covered component that causes damage to another covered component is not included if it is reasonable for us to conclude that further damage has been caused by your failure to take preventative steps or to notify us after the initial failure of a component (for example, the vehicle being driven with a defective part) and any loss arising from: excluded parts; incorrectly fitted parts; insufficient servicing; faults present at purchase.
- Failure of a covered component that causes damage to another non-covered component is not included.
- If a covered component failure causes damage to another covered component, we will Repair or replace that part, but this excludes any damage which is cosmetic in nature.
- Vehicle use - This Agreement is not valid for vehicles which are altered or modified from the manufacturer's original specification, or are raced, rallied, track days (timed or untimed), used in competition, or for hire or reward; are beneficially owned by a company or person involved in the business of vehicle Repair, servicing or dealership or by an employee of such a company or person.

## 9. GENERAL

**A. Transfer:** This Agreement can be transferred to the next private owner of your vehicle within 14 days of the date of the sale of the vehicle. You can do this by emailing the Administrator using the contact details in Section 9 E, to request a transfer of ownership. A transfer can only be made in the event of the vehicle being sold by the registered keeper to another private individual (not to a motor trader or retailer).

**B. Telephone calls:** Any call made in connection with your Agreement may be monitored as part of training and quality assurance processes.

**C. Misinformation:** When applying for this Agreement or submitting a request, you or anyone acting on your behalf must take reasonable care to answer all questions honestly and to the best of your/their knowledge. Failure to do so may affect the validity of your Agreement and the provision of services (including Repairs).

**D. Governing Law:** This Agreement is governed by the laws of England and Wales.

**E. Cancellation & Refunds:**

If you cancel this Agreement:

- **Within 14 days of the Plan Start Date:** If you have not used any of the benefits detailed under Section 5 of this Agreement, you may cancel this Agreement within 14 days from the Plan Start Date. You will be refunded the Product Price stated in your Plan Schedule by returning to the Approved Dealer.
- **After 14 days of the Plan Start Date:** If you have not used any of the benefits detailed under Section 5 of this Agreement, you may cancel this Agreement, and you will be issued a pro-rata refund of Product Price for every full unused month until the expiry date stated in your Plan Schedule. To cancel email us at:

[warranty@emac.co.uk](mailto:warranty@emac.co.uk)

The Administrator will deduct a £36 administration fee from the refund balance. For example:

- Purchase Price: £499
- Term: 36 months
- Cancelled month: 24
- Remaining months: 12
- Refund due: £130.32 ( $(£499 / 36 = £13.86 \text{ per month}) \times 12 \text{ months} = £166.32$ )
- Less cancellation fee of £36
- Balance due: £130.32
- The Administrator will calculate the balance due, and the Approved Dealer will contact you to obtain your bank account details to complete the transfer of the balance due directly to your account.

Please allow up to 30 days for the refund process to be completed

- If you have used any of the benefits detailed under Section 5 of this Agreement, you may cancel this Agreement, however you will not be able to claim any refund.

For general queries, or to notify us of changes to your Platinum Warranty Maintenance Plan e.g. private registration plates or contact details or address changes, you can email us at; [warranty@emac.co.uk](mailto:warranty@emac.co.uk). Please do so from the email address registered on your Platinum Warranty Maintenance Plan.

**F. Termination:** If you do not comply with these Terms and Conditions, the Agreement will terminate immediately.

## 10. COMPLAINTS

We hope you are satisfied with your purchase; however, we understand sometimes things may go wrong.

If you have a complaint regarding the sale of this Platinum Warranty Maintenance Plan, you should contact the Approved Dealer.

If you have a complaint regarding the contents of this Agreement, you should contact EMaC's Customer Care Team using the following contact details:

Address: Customer Care Team, EMaC Limited, EMaC House, Southmere Court, Crewe Business Park, Crewe CW1 6GU.

Email: [complaints@emac.co.uk](mailto:complaints@emac.co.uk)

Telephone: 0330 0996 815

You can find our Complaints Policy at: [www.emac.co.uk/complaints/](http://www.emac.co.uk/complaints/)

Should our Customer Care Team not be able to resolve your complaint you may contact The Motor Ombudsman at:

<https://www.themotorombudsman.org/consumers/make-a-complaint>

Address: The Motor Ombudsman, 71 Great Peter Street, London, SW1P 2BN

Telephone: 0345 241 3008

**None of the above affects your rights to legal action.**

## 11. DATA PROTECTION

### Data Protection Act 2018.

For the purposes of the Data Protection Act 2018. The Data Controller and the Data Processor may share the information provided, together with other information, with organisations who are the Data Controller or the Data Processor's business partners, suppliers or agents, for the purposes of customer services, order fulfilment and financial and account administration. The Data Controller and the Data Processor will not transfer the information you provide to any country outside of the European Economic Area. When you have given the Data Controller information about another person, you confirm that they have authorised you to act for them, to consent to the processing and use of their personal data in the manner described in this notice and to receive on their behalf any Data Protection Notice. You have the right to ask for a copy of your information (for which the Data Controller or Data Processor may charge a fee in accordance with Data Protection Legislation) and to correct any inaccuracies. The Data Controller or Data Processor may monitor and/or record telephone calls for staff training and security purposes, and to improve the quality of services that are provided.

## 12. DEFINITIONS

**Administrator:** The Administrator of this Agreement is EMaC Limited, EMaC House, Southmere Court, Crewe Business Park, Crewe CW1 6GU, registered number 03158541. The Administrator is appointed as your first point of contact. The Provider may also use additional contractors to provide administration services and technical support. The Provider reserves the right to change the appointed Administrator at any time and will write to inform you prior to such a change.

**Agreement:** We base this Platinum Warranty Maintenance Plan on the information you have provided to the Approved Dealer where you purchased your vehicle. The information is used to produce the Plan Schedule, which together with these terms and conditions constitute our entire Agreement with you.

**Approved Dealer:** The dealer detailed in the Plan Schedule.

**Data Controller:** The Approved Dealer.

**Data Processor:** The Administrator.

**Maintenance Agent:** The Approved Dealer and any other third party appointed by the Provider for the provision of the services detailed under Maintenance Events.

**Maintenance Event:** Maintenance Inspection and resulting Maintenance and Repairs, together with Breakdown Assistance and Additional Assistance as detailed in Section 5.

**Maintenance Inspection:** As determined in Section 5 A.

**Plan Schedule:** The document that the Approved Dealer provided you with, which contains your details, your vehicle details and the Plan Start Date.

**Plan Start Date:** The date stated on the Plan Schedule.

**Public Services:** Government-offered services that help members of a community.

**Provider/We/Our/Us:** This Agreement is a contract between you and the Provider.

The Provider is EMaC Limited, EMaC House, Southmere Court, Crewe Business Park, Crewe CW1 6GU whose registered company number is 03158541.

**Repair:** As determined in Section 5 B.

**Repair Limit:** specified on the Plan Schedule.

**You, your:** The legal owner or registered keeper of the vehicle as named on the Plan Schedule.

### 13. THE AGREEMENT

**Your Platinum Warranty Maintenance Plan is not an insurance policy and is not regulated by the Financial Conduct Authority (FCA). It is an Agreement to provide routine Maintenance Inspections and/or Repairs.**

You acknowledge and agree that this Platinum Warranty Maintenance Plan does not involve the transfer of any risk to us. We do not assume any general or undefined risks beyond those explicitly stated in this document. Our liability is limited to the benefits as outlined in this document and do not include any insurance-like obligations.

The Maintenance and Repair obligations under this Platinum Warranty Maintenance Plan are not contingent upon the occurrence of any uncertain or adverse events.

The payments made by you are for Maintenance and Repair services and are contingent upon specified future events. The parties agree that the amount of payment made by you is based on the costs of the Maintenance Inspections and Repairs which are the anticipated cost of providing the agreed-upon services in response to the events determined in this Agreement.

Please be aware that the benefits provided under this Agreement are limited to Maintenance Inspection and Repairs and are not intended to serve as coverage for accidental damage or losses typically covered under a comprehensive motor insurance policy.

The Platinum Warranty Maintenance Plan is intended to manage the expected effects of regular motoring and not the type of accidental or other damage covered by a motor insurance policy.

The Plan Schedule, which together with these Platinum Warranty Maintenance Plan terms and

conditions constitute our entire Agreement with you.

Hassle-free  
motoring  
all taken care of.

**E:** [warranty@emac.co.uk](mailto:warranty@emac.co.uk)

**W:** [emac.co.uk](http://emac.co.uk)

**EMaC.**