

Kia Traction Battery

Extended Warranty



Introduction

Welcome to Traction Battery Extended Warranty.

We hope that this booklet is easy to understand and explains clearly all the benefits of Your Traction Battery Extended Warranty.

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 Vehicle servicing requirements and claims procedures.

The level of cover that applies to Your Vehicle will be stated in the Welcome Letter that accompanies this booklet, as will the period of cover. 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.

This product is not an insurance policy. It is only available at the time of Vehicle purchase from a Kia Dealer and is guaranteed by Kia UK Limited.

If anything is unclear, or if You have any questions, please contact Kia Extended Warranty Administration Customer Services on 0344 573 8047

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Section 1 Procedures

How to claim under Your Kia Traction Battery Extended Warranty

At Kia Extended Warranty Administration, We aim to make the claims procedure as simple as possible. Please follow the guidelines below to ensure any claim You make is managed smoothly.

Repairs In The UK

1. If You wish to make a claim under the terms of Your Traction Battery Extended Warranty, We recommend You contact Your local Kia Dealer.
2. Please take this booklet and the accompanying Welcome Letter with You when delivering the vehicle to the Dealer. The Dealer will confirm whether Your warranty is still valid and will check Your service record to verify that the Vehicle has been properly maintained.
3. You should agree that You will pay the diagnostic costs and any repairs that are not covered by the Traction Battery Extended warranty.
4. Having established that Your claim is valid, they will contact Kia Extended Warranty Administration for authority to proceed.
5. Kia Extended Warranty Administration reserves the right to examine Your 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 Kia Extended Warranty Administration and the Warranty Holder.

If You need any further assistance relating to a claim, please contact Kia Extended Warranty Administration on 0344 573 8047

Note: When a repair is undertaken by a Kia Dealer, they will obtain prior authorisation from Kia Extended Warranty Administration to proceed with the repair and will invoice Kia Extended Warranty Administration for the cost.

Repairs outside the UK

If it is necessary for a repair on Your Vehicle to be completed in the European Union or EFTA (European Free Trade Association) You will not require prior authorisation from Kia Extended Warranty Administration.

1. Take Your Vehicle to the nearest Kia 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:

Kia Extended Warranty Administration, Claims Department
Jubilee House
5 Mid Point Business Park
Thornbury
West Yorkshire
BD3 7AG

In the event Your claim is valid, Kia Extended Warranty Administration will reimburse You in pounds sterling at the prevailing rate of exchange on the date the repair was completed.

Please note, We may not pay the full cost of a repair which is completed overseas. The maximum We will pay for parts is the UK list price at the time of repair. The maximum for labour is the retail rate which would have been applicable if the repair had been completed in the British Islands by a Kia Dealer.

If You need to make contact while You are abroad, please telephone +44344 573 8047

Please take time to read all the terms and conditions, detailed in this booklet. They are an important part of Your Traction Battery Warranty.

1. **Warranty Holder** – The Warranty Holder is the only person who is entitled to make a claim under the warranty.
2. **Vehicle** – Any claim under the warranty must relate to the Vehicle described in the Welcome Letter.
3. **Authorisation** – No repair must be carried out without prior authorisation from Kia Extended Warranty Administration, with the exception of repairs completed outside of the UK, which are authorised by the Warranty Holder.

4. Payment for repairs – When a repair is undertaken, the authorised Kia Dealer or repairer will obtain prior authorisation from Kia Extended Warranty Administration and will invoice them for the cost of the repair. In certain circumstances, Kia Extended Warranty Administration may authorise a repair by another Dealer in the UK or you may authorise a repair overseas. You may be required to pay the Dealer on completion of work and may then reclaim the cost from Us.
5. List prices – We will not pay more than the manufacturer's list prices for parts and manufacturer's warranty rate for labour time. Please bear this in mind if You authorise a repair overseas.
6. Invoices – Any repair which You have paid for must be supported by a VAT receipted invoice. Invoices should be sent to Kia Extended Warranty Administration.
7. Inspection of Vehicle and parts – We reserve the right to inspect the Vehicle before authorising repairs and may also arrange for parts to be examined by a claims assessor. Your repairer may be asked to ensure that a faulty part is retained for Our inspection following a repair. Kia Extended Warranty Administration is entitled to retain any part replaced under the terms of the warranty.

Section 2 Definitions

Kia Traction Battery Extended Warranty
Provided by Kia UK Limited.

The Company, We, Our, Us

Kia UK Limited, Walton Green, Walton-on-Thames, Surrey, KT12 1FJ

The Administrator

Car Care Plan Limited, T/A Kia Extended Warranty Administration, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

Kia Traction Battery Extended Warranty

A warranty provided with the Vehicle and only available at the time of Vehicle purchase from a Kia Dealer.

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.

Electrical Failure

The inability of a covered component to operate in accordance with the manufacturer's specification for a reason other than negligence.

Geographical Territories

British Islands

British Islands means the United Kingdom (Great Britain and Northern Ireland), the Channel Islands and the Isle of Man.

Vehicle

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

Welcome Letter

This is confirmation that the warranty application has been accepted. When You receive the Welcome Letter, please check that it contains the correct details and notify Kia Extended Warranty Administration immediately if there are any discrepancies.

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.

Jurisdiction Clause

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

Section 3 Eligibility Requirements

You are only eligible for this Kia Traction Battery Extended Warranty if at the time of inception and for the duration of this policy:

YOU:

- ▼ are an individual residing, or a corporate body registered, in the United Kingdom

Your Vehicle:

- ▼ Is a BEV (Battery Electric Vehicle)
- ▼ Is under ten years old and with less than 100,000 miles on the odometer

Your Vehicle Is Not:

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

Servicing Requirements

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

Servicing must be carried out within 1 month/1,000 miles of the intervals specified by Kia.

Kia Traction Battery Extended Warranty

Your Warranty will start and expire on the dates shown in the Welcome Letter.

Section 4 Details of What Your Warranty Covers

The traction battery is covered for repair or replacement due a sudden electrical failure or if the capacity falls below 70% of the original manufacturer threshold.

The traction battery will be repaired or replaced to ensure the capacity is a minimum of 70% of the original manufacturer threshold.

Kia Extended Warranty Administration will decide if a repair to the traction battery or replacement is required.

(Please note Electric Vehicle Traction Batteries are covered under the manufacturer warranty up to eight years old or 100,000 miles)

Important

Neither the Kia UK Limited nor Kia Extended Warranty Administration will be responsible for damage or losses to components that are not directly covered within the terms of this warranty in any circumstances.

Maximum Claim Limit

The amount you may claim over the whole period of this warranty is limited to £5000.

What Your Kia Traction Battery Extended Warranty Does Not Cover

- ▼ Service/maintenance operations.
- ▼ Not arranging for a fault to be investigated or rectified where damage has subsequently resulted. This would include but is not limited to – the vehicle not taking charge as expected, continuing to drive with a dashboard warning light illuminated, continuing to drive where the vehicle is producing noise, vibration, fumes or smoke that indicate a potential failure, continuing to drive after advice from an authorised repairer or Roadside Assistance Team to the contrary.
- ▼ Damage which has resulted from a failure to arrange for an obvious fault to be rectified.
- ▼ Damage which has occurred as a result of any accessory being fitted (unless the accessory is approved by the manufacturer for use on the vehicle and fitted according to instructions provided by the manufacturer of the accessory).
- ▼ Any damage caused by frost, including damage where lack or failure of anti-freeze has been a contributory factor.
- ▼ Damage to the traction battery caused by fire or flood.
- ▼ Any defect or other loss which has been caused or worsened by the effects of nuclear fuel or nuclear waste, either through direct contact or through exposure to levels of radiation which exceed those permitted in the current legislation.
- ▼ 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.

- ▼ Excessive or unreasonable diagnostic time or any diagnostic time which doesn't result in a valid claim (Reasonable diagnostic costs for valid claims will be covered).
- ▼ Any loss due to misuse, improper charging or maintenance.
- ▼ All adjustments and alignments.
- ▼ Any loss, damage or failure which occurs while the vehicle is outside the geographical territories detailed in this booklet.
- ▼ Electrical failure caused by faults which, in the opinion of a qualified engineer appointed by Kia Extended Warranty Administration, existed before the warranty commenced.
- ▼ Vehicles where the speedometer/odometer is altered, disconnected or interfered with in any way, unless it is faulty.

Section 5 General Terms and Conditions

- Dismantling of Vehicle** It is the responsibility of the owner to authorise the dismantling of the Vehicle and pay the charges if such dismantling proves that the failure is not covered under the warranty. The Kia UK Limited will only pay for the dismantling if it is part of a valid claim and in accordance with condition.
- Design Faults and Recalls** If any of the Vehicle's components has an inherent design fault or is recalled by its manufacturer, the component which is the subject of the design fault or recall is not covered by these warranty terms.
- Servicing** It is a condition of the warranty that Your Vehicle is serviced at regular intervals, as recommended by its manufacturer. We recommend throughout the Warranty Period, servicing and repair work to be carried out by an authorised Kia repairer. It is important that You retain Your service receipts as they may be required to validate any claim You make. Servicing must be carried out within 1 month / 1,000 miles of the intervals specified by the vehicle manufacturer, whichever comes first.
- Service Record and Receipts** If You make a claim, Kia Extended Warranty Administration will be entitled to check the service record of Your Vehicle, to confirm that the Vehicle has been serviced regularly. You should therefore retain all of Your service receipts.
- Modification to Vehicle** If You would like the Vehicle to be modified in any way, You should obtain Our prior approval. In the event that a modification which was not approved by Us contributes to a fault, We reserve the right to reject any claim You may wish to make in relation to that fault.
- 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.
- Other Warranties and Insurance** You must not use the warranty to recover costs which are covered by another warranty or an existing insurance policy.
- Legal proceedings** Following the acceptance of any claim under the warranty, we will have the right to conduct legal proceedings or enter into formal arbitration on Your behalf. In doing so, We will be entitled to take action in Your name. The cost of the action will be Our responsibility, unless You have agreed in writing to an alternative arrangement. We will be entitled to any compensation and/ or indemnity benefit obtained through these proceedings, to the extent that these relate to costs or potential liabilities covered by the warranty. We will also be entitled to the costs of Our action, if they are assigned to You.
- Repair or Replacement of parts** Kia UK Limited's obligations under this warranty are limited to repairing or replacing (at its discretion) any part(s) which prove to be defective.
- Warranty Renewal** This warranty will not be renewed after expiry as the warranty is only valid up to 10 years or 100,000 miles, whichever comes first.
- Family or Business Relationship with Dealer** The warranty is not applicable to vehicles owned by people who have any family or business relationship with a proprietor or manager of a franchised Kia Dealer. In the event of a claim Kia Extended Warranty Administration would be entitled to refuse payment. (If the person who arranged this warranty was not aware that You have such a relationship, please inform them.)
*Continuation of cover may be subject to certain vehicle eligibility criteria.
- Cyber Attack** 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.

Section 6 Important Information

How to make a complaint

We hope You will be pleased with the service We provide.

In the unlikely event of a complaint, You should contact Kia Extended Warranty Administration in the first instance on 0344 573 8047, or in writing to:

The Complaints Team,
Kia Extended Warranty Administration, Jubilee House,
5 Mid Point Business Park,
Thornbury,
West Yorkshire BD3 7AG.

You can also email Kia Extended Warranty Administration at:
complaints@motor-admin.com

Please tell the Administrator Your name and Your claim number or product 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.

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 more 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 direct to Kia Extended Warranty Administration and at least eight weeks have passed since You did that. Complaints to the Motor Ombudsman must be made within 12 months of Kia Extended Warranty Administration's final response.



Motor Industry Code of Practice for

Vehicle Warranties

Cancellation Rights And Refunds

We hope that You will be happy with the cover Your product provides. However, You have the right to cancel it within 14 days of receiving this booklet

and the Welcome Letter that accompanies it, without giving any reason. If that happens. We will refund any payment you have made in the event that You wish to cancel within the 14 day period, in the first instance, please contact Your supplying dealer, who will arrange for the refund. Under no circumstances will a refund be given if a claim has been paid.

Section 7 Data Protection and Privacy 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.

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 automated 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:

- Access and obtain a copy of the personal data the Data Controller holds about you and information about how it is used;
- Ask to update or correct any inadequate, incomplete, or inaccurate data;
- Request erasure of your personal data;
- Restrict and object to the future processing of your data;
- 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.
- Not be subject to fully automated decision making which has legal effects or otherwise significantly affects you.
- 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.

Kia Extended Warranty Administration,
Jubilee House,
5 Mid Point Business Park,
Thornbury,
West Yorkshire BD3 7AG