



Roadside Assistance by Car Protect Direct

Policy documents

Suffered a Breakdown?

Call Us on the number below for assistance.

03300 552 082





Welcome

Thank you for choosing Car Protect Direct to arrange Your Roadside Assistance.

This document contains the full terms and conditions which should be read along with the Schedule issued to You. We have tried to make this wording clear and easy to understand, using plain English wherever possible.

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

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What is this Roadside Assistance?

A summary of what this cover is and what vehicles are eligible.



What is this Roadside Assistance?

What is this Roadside Assistance?

Where applicable, the seller of Your Vehicle has certain responsibilities under The Consumer Rights Act 2015 to deliver your new vehicle as described, fit for purpose, and of satisfactory quality. The aim of this Roadside Assistance is to give You the opportunity to help prepare Yourself for the cost of Roadside Assistance for Your vehicle.

Administration of this Roadside Assistance

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

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

This Roadside Assistance is administered by The Motoring Organisation Limited.

For information on how We process Your personal data, please refer to Our privacy notice at www.carprotectdirect.co.uk.

Eligibility

This Roadside Assistance is available for passenger cars up to 3,500kg GVW that are registered within the Geographical Limits.

This Roadside Assistance does not cover vehicles that;

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

Definitions

Find out about terms used in this Roadside Assistance



What is this Roadside Assistance?

Terms used in this Roadside Assistance

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

1. **Breakdown(s)** means an event that renders the Vehicle undrivable and causes the Vehicle to be unable to start its journey or brings it to an involuntary halt during its journey due to a Component Breakdown or a malfunction.
2. **Component(s)** means any mechanical or electrical Components which form part of the Vehicle manufacturer's original specification.
3. **Issue Date** will be confirmed in the Schedule, being the date on which You either concluded this contract of Roadside Assistance or the day on which You receive the contractual terms and conditions.
4. **Period of Cover** means the length of time that this Roadside Assistance operates as stated in the Schedule.
5. **Roadside Assistance** means the cover detailed in this document.
6. **Schedule** means the part of this Roadside Assistance that contains details of You and Your Vehicle, cover selected, Start Date and the Period of Cover.
7. **Start Date** means the date on which this Roadside Assistance starts as shown in the Schedule.
8. **Vehicle** means the Vehicle shown on the Schedule.
9. **We / Our / Us** means Car Protect Direct.
10. **Wear and Tear** means damage to Components which have reached the end of their normal effective working lives because of a gradual reduction in operating performance.
11. **You / Your / Yourself** means the holder named in the Schedule.

What is included

Find out what is covered by Your Roadside Assistance.



Roadside Assistance - UK Only

Roadside Assistance

Our appointed agent will provide Roadside Assistance throughout the UK, 24 hours a day, every day of the year if Your Vehicle is stranded on the highway as a result of a Breakdown. The aim is to fix Your Vehicle, but if it cannot be fixed at the roadside within a reasonable time, it will be taken to the nearest garage or to a local destination of Your choice, provided it is no further;

Home Start

All of the benefits described of the Roadside Assistance also apply at Your Vehicle's registered address;

Recovery

If it is not possible to fix Your Vehicle at the roadside or arrange a prompt local repair, You and Your Vehicle can be transported to a UK mainland destination of Your choice. This means You can choose to be taken home, to Your destination or anywhere else on the UK mainland.

Assistance will also be provided for a caravan or trailer which was on tow at the time of the Breakdown, provided that the combined dimensions fall within the limits below.

- Maximum Vehicle Weight: 3.5 tonnes (3,500kg) gross Vehicle weight
- Maximum Vehicle Width: 7ft 6in (2.3m)
- Maximum Vehicle Length: 6.4m (21ft)

Roadside Assistance is limited to UK only.

What is not included

Find out what we don't include in Your Roadside Assistance.



What is not included

The Roadside Assistance will not include the cost of Breakdown or assistance resulting from;

- Road traffic accidents, vandalism, theft, flood or frost damage, off road incidents or where Your Vehicle is stuck in mud, sand, snow or water;
- The cost of spare parts, fuel or miss fuels, oil, keys and locksmith charges or other materials required to repair Your Vehicle or any supplier delivery or call-out charges related to these items;
- The cost of ferry, toll or congestion charges;
- The cost of any labour, other than that provided by the appointed agent;
- Any additional transport costs or any incidental expenses that may arise during a recovery.
- Routine maintenance and running repairs;
- Assistance following a Breakdown attended by the police, highways agency or other emergency service, until the services concerned have authorised Your Vehicle's removal. If the police, highways agency or emergency service insist on recovery by a third party, the cost of this must be met by You;
- A second or subsequent recovery, after Your Vehicle has been recovered following a Breakdown;
- Any incident relating to the same or a similar cause of Breakdown to that which the appointed agent attended within the preceding 28 days. It is Your responsibility to make sure that emergency repairs carried are, where appropriate, followed as soon as possible by a permanent repair;

Rights to refuse service

Find out where We reserve the right to refuse service.



Rights to refuse service

Our appointed agent reserves the right to refuse to provide or arrange Roadside Assistance where;

- You are not with Your Vehicle at the time of the Breakdown and You are unable to be present at the time assistance arrives;
- In their reasonable opinion, Your Vehicle was, immediately before Breakdown, dangerous, overladen, unroadworthy or could not otherwise have been lawfully used on the public highway;
- In their reasonable opinion, the giving of service would involve any breach of the law;
- In their reasonable opinion, there has been an unreasonable delay in reporting the Breakdown;
- You cannot produce proof of valid Roadside Assistance and some other form of identification. In this event the appointed agent may offer to provide service subject to immediate payment (by credit, debit or switch card) of the usual fees for the relevant service required. The fees paid may be fully refunded through the Roadside Assistance if it can be established that the relevant level of service entitlement was held at the time of the Breakdown;
- In their reasonable opinion it is considered that You or anyone accompanying You is behaving or has behaved in a threatening or abusive manner to the appointed agent's employees, or to any third party contractor, or; You have falsely represented that You are entitled to services that You are not, or; You have assisted another person in accessing services to which they are not entitled.

General Conditions

Find out what You must comply with to have full protection from this Roadside Assistance.



General conditions

General conditions

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

1. This Roadside Assistance is not valid until You have received the Schedule and the relevant payment has been made to Us by You or the seller.
2. It is Your responsibility to ensure that Your Vehicle is serviced in line with the manufacturer's recommendations and maintained in a legal and roadworthy condition at all times.
3. You should familiarise Yourself with the warning devices and gauges on Your Vehicle and act upon them where they are indicating a problem. You must not continue to drive the Vehicle if a problem is evident, as this could cause further damage to Your Vehicle.
4. If You, or anyone acting on Your behalf or with Your knowledge or consent, uses any fraudulent means in connection with this Roadside Assistance, the Roadside Assistance shall automatically be terminated with all benefits being forfeited. Legal proceedings will commence for the recovery of any damages suffered by Us. We will take action to recover any previous payments made to You and there will be no refund of any payment made for this Roadside Assistance. This information may be shared with other companies and relevant authorities.
5. We reserve the right to take legal proceedings in Your name at Our own expense to recover any costs or damages paid out under this Roadside Assistance. If You recover any costs or damages previously paid under this Roadside Assistance from any other party, such costs or damages must immediately be repaid to Us.
6. The Period of Cover will be as stated on the Schedule.
7. This Roadside Assistance is an addition to Your statutory rights if Your Vehicle is found to be unfit for use or not of satisfactory quality.
8. Unless We have agreed otherwise in writing, the contract will be governed by English law. Contractually and legally this contract operates on a discretionary basis. This Roadside Assistance falls outside the jurisdiction of the Financial Conduct Authority and is not a contract of Insurance. The Roadside Assistance contract is governed by the Chartered Trading Standards Institute (CTSI).
9. Unless expressly stated, nothing in this Roadside Assistance will create any rights in favour of any person pursuant to the contracts (Rights of Third Parties) Act 1999. This condition does not affect any right or remedy of any person, which exists or is available otherwise than pursuant to that Act.
10. We Limited accept no liability for the lack of availability of parts.
11. No refund or part return of payment is available under this Roadside Assistance. The Roadside Assistance cannot be transferred to another vehicle or new owner.
12. You and Car Protect Direct are contracted on a discretionary basis. We use this discretion and Our best endeavours to ensure that You receive a fair and equitable resolution to each repair request You make. In the event of any complaint which cannot be resolved to Your satisfaction We are the final arbiter for the exercise of this discretion. This does not affect Your statutory rights.

Transfer & cancellation

Information about Our Vehicle substitution and cancellation policies.



Transfer & cancellation

Vehicle Substitution

If You sell Your Vehicle or it is subject to an insurance total loss, You may transfer cover to a replacement vehicle. A new Schedule will be issued confirming the replacement vehicle details. Where the replacement vehicle is deemed to be of a higher risk, this may affect the future monthly payments payable.

If You wish to substitute the vehicle covered under this Roadside Assistance, please contact Our Customer Services team on **033300 155 202** or email customerservices@carprotectdirect.co.uk and We will be happy to help. Where a Vehicle is substituted, You cannot claim for 28 days from the date of substitution.

Cancellation

1. You may cancel this Roadside Assistance within 14 days of the Issue Date or the date on which You receive the contractual terms and conditions, whichever occurs the later, and obtain a full refund by contacting Our customer services department. If We have made a claim payment to You or on Your behalf during this time the total value of claims paid will be deducted from any refund due.
2. After 14 days You may cancel this Roadside Assistance but no refund of payment is available.
3. We may cancel Your Roadside Assistance by giving You at least 45 days' notice in writing. Cancellation will take effect at the next payment date following the end of this notice period. No payment or charge will fall due from You to Us on the date of cancellation but no refund will be due to You from Us. We may cancel Your Roadside Assistance with immediate effect by written notice to You if You fail to pay a payment when it is due from You to Us or if You commit any other serious breach of Your Roadside Assistance.
4. If this Roadside Assistance is cancelled or lapses, it cannot be reinstated.

Data protection

Your security is important to us, read more about it here.



Data protection

Data protection

How do we use your data in relation to this Roadside Assistance?

We have certain responsibilities to you under Data Protection Law in relation to the use and security of your data.

If you would like to know more about how We use your data, please refer to Our privacy policy at www.carprotectdirect.co.uk.

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

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

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

You can check the information that We hold about you at any time by writing to Us via email or post. The personal information which We hold will be held securely in accordance with Our internal security and regulatory requirements. We will hold Your information for the purpose(s) of administering Your product and marketing. If You don't want to receive any marketing from Us, please contact Us at:

Post:

Customer Services

Car Protect Direct
Parkway Works
Kettlebridge Road
Sheffield
S9 3BL.

Email: customerservices@carprotectdirect.co.uk



How to contact us

Car Protect Direct

Parkway Works
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