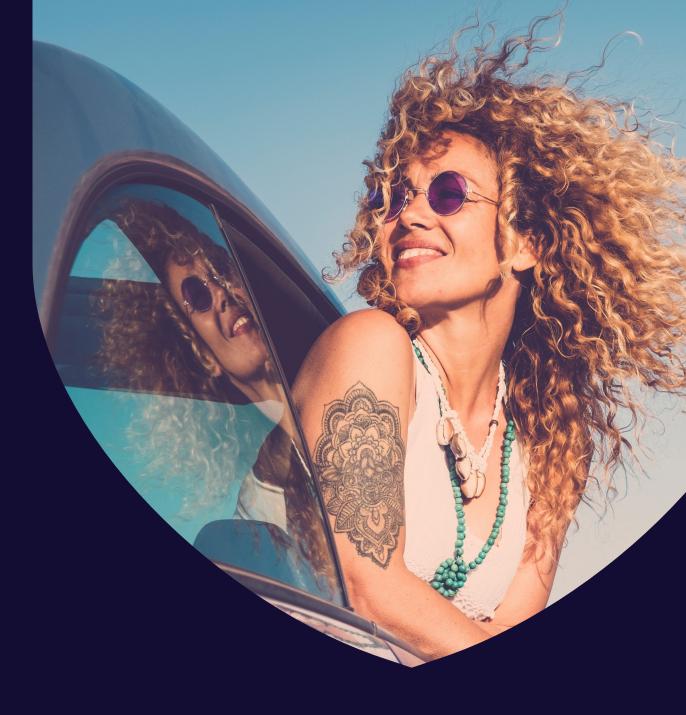




Policy documents





Welcome

Thank you for choosing our Carefree bundle!

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.

The Carefree bundle is available for used vehicles, and as an extension to a manufacturer's warranty where the vehicle has remaining warranty cover.

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

Sections Included

Section 1 Warranty

Section 2 Roadside Assistance

Section 3 Service Plan



What is the Carefree Bundle?

The Carefree Bundle includes:



Warranty We'll cover your repair costs if a mechanical or electrical component suffers a Breakdown*.



Roadside Assistance We'll be there 24/7 in the event you breakdown at home or at the side of the road*.



Servicing Cover We'll include the costs of 2-years servicing with your plan*.





Policy documents





Welcome

Thank you for choosing Car Protect Direct for Your vehicle Warranty.

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.

This Warranty is available for used vehicles, and as an extension to a manufacturer's warranty where the vehicle has remaining warranty cover.

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

Document Contents

- **3** What is this Warranty?
- **5** Definitions
- **7** What is covered
- **9** What is not covered
- 11 How to make a claim
- **13** General conditions
- **15** Our commitment to good service
- 17 Transfer and cancellation
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What is this Warranty?

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



What is this warranty?

What is this Warranty?

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 Warranty is to give You the opportunity to help protect Yourself against the cost of faults that may develop after delivery of Your vehicle.

Administration of this Warranty

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 repair request You make. Contractually and legally this contract operates on a discretionary basis. This Warranty falls outside the jurisdiction of the Financial Conduct Authority and is not a contract of Insurance.

This Warranty is administered and claims are handled by The Motoring Organisation Limited.

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

Eligibility

This Warranty is available for passenger cars, vans and light commercial vehicles up to 3,500kg GVW that are registered within the Geographical Limits.

This Warranty does not cover vehicles that;

- → have an engine size over 2,400cc;
- → 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

The following terms have the same meaning throughout this document.



Definition

Terms used in this Warranty

What the terms mean

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 the sudden and unexpected failure of a Component arising from any permanent mechanical or electrical defect (for a reason other than Wear and Tear, normal deterioration or negligence), causing a sudden stoppage of its function, necessitating immediate repair or replacement before normal operation can be resumed.
- 2. Claim Limit(s) is the maximum amount that can be claimed under this Warranty during the Period of Cover, this being up to the amount shown in the Schedule for any one claim and the current retail value of Your Vehicle at the date of Breakdown for all claims in total. These amounts are inclusive of VAT. Where a Claim Limit is retail value, it will be understood as being the retail value of the Vehicle at the time of the claim, taking into account the mileage and condition adjustments as calculated by Glass's Guide.
- Component(s) means any mechanical or electrical Components which form part of the Vehicle manufacturer's original specification.
- 4. Customer Contribution means the first amount of any claim that You are responsible for on each and every claim under this Warranty. The Customer Contribution will be detailed on the Schedule.
- 5. End Date means the earlier of the following dates:
 - a) The date on which You fail to pay Your monthly payment when it falls due
 - **b)** The date on which this Warranty is cancelled by either party.
- Geographical Limits means the area in which this Warranty is effective, this being The United Kingdom (including Northern Ireland).
- Glass's Guide means the vehicle values guide published monthly by Glass's Information Services Limited used in assessing vehicle values based on the adjusted retail transacted valuation.
- 8. **IssueDate** will be confirmed in the Schedule, being the date on which You either concluded this contract of Warranty or the day on which You receive the contractual terms and conditions.
- 9. Mainland Europe means Republic of Ireland, Channel Islands, Isle of Man, all islands of

the Mediterranean (excluding Northern Cyprus) and the following countries of Mainland Europe: Andorra, Austria, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden and Switzerland. Cover does not apply to territories beyond Mainland Europe.

- 10. Period of Cover means a period of one month from the Start Date as shown on the Schedule and for each subsequent month, until the End Date, for which a Monthly Payment is received and accepted by Us.
- Schedule means the part of this Warranty that contains details of You and Your Vehicle, cover selected, the Period of Warranty, Claim Limits and any applicable Customer Contribution.
- 12. Start Date means the date on which this Warranty starts as shown in the Schedule. Where You renew this Warranty, the Start Date shall mean the day following the date on which Your existing cover expires. Where the manufacturer's cover has expired due to the mileage covered by the Vehicle, the Start Date may be brought forward subject to Our prior agreement. Please see the section headed General Conditions.
- **13. Valid Claim** means a claim that is covered under this Warranty which has been agreed by Us and an authorisation number issued to You or Your repairer.
- 14. Vehicle means the Vehicle shown on the Schedule.
- 15. Waiting Period means the first 28 days following the Start Date or Transfer Date during which time no claim under This Warranty will be accepted. Where You have purchased This Warranty as an extension to the manufacturer's warranty and there is no break in cover, the Waiting Period does not apply.
- 16. Warranty means the cover detailed in this document.
- 17. We / Us / Our means Car Protect Direct.
- **18. Wear and Tear** means damage to Components which have reached the end of their normal effective working lives because of gradual reduction in operating performance.
- 19. You / Your / Yourself means the holder named in the Schedule.

What is covered

We've got You covered for the following things.



What is covered

What is covered

Subject to the correct payment having been paid, this Warranty will contribute towards the cost of repairs required to Your Vehicle, due to Breakdown(s) occurring within the Period of Cover, limited to the maximum Claim Limit(s).

All mechanical and electrical Components of the Vehicle are covered where they were supplied as part of the manufacturer's original specification, other than the excluded components listed below:

Bodywork, paintwork, light units, interior and exterior trim, seats, seat belt and air bag systems, glass (including mirrors), handles, hinges and fasteners, exhaust systems, wiring, wheels and tyres. Workshop consumables and service/maintenance items which includes, but is not limited to; spark plugs, glow plugs, filters, brake and clutch frictional material, wiper blades and arms, drive belts, pipes and hoses, bulbs, batteries and fuses.

Catalytic converter and diesel particulate filter (DPF) (unless additional cover has been purchased). Alarms, tracker units, immobilisers, central locking remote control unit, in-car entertainment systems including LCD/television screens, satellite navigation systems, parking cameras, power roof mechanism (unless additional cover has been purchased).

Hybrid & Electric Vehicles

Manufacturer supplied and fitted power generation and transmission components are covered (excluding: batteries, wiring, electrical connectors, and the disposal of chemical waste). If the vehicle is not being used for a prolonged period, it must be stored in accordance with the manufacturer's recommendations.

In the event of a Valid Claim under this Warranty, You may be entitled to the following benefits:

Important

Any costs associated with the following benefits will be limited to the maximum Claims Limit(s). Please make sure You provide bona fide receipts so that these costs can be reimbursed.

Continental Use

The Geographical Limits of this Warranty have been extended to cover Mainland Europe and Republic of Ireland for personal trips to a maximum period of 60 consecutive days. Claims made during Continental Use will be reimbursed according to UK parts and labour costs at the time of the claim.

Hotel/Accommodation and Rail Fare

Should Your Vehicle suffer a Breakdown away from home and leave You immobile, this Warranty will pay up to £100 incl. VAT toward the cost of a hotel/accommodation, or rail fare expenses to get You home.

Recovery

In the event Your Vehicle is immobile following a Breakdown (or if continued driving could cause danger or further damage), this Warranty will pay up to £50 incl. VAT towards the cost of recovering it to a repairing garage.

Please note: the additional Recovery feature does not include all benefits that would be provided under Our Roadside Assistance cover. For more information and to discuss upgrading your cover please contact Customer Services.

Replacement Vehicle Hire

Where the repairs are in excess of 8 hours according to manufacturer's standard repair times, this Warranty will contribute up to £50 incl. VAT per day towards the cost of hiring a replacement vehicle.

Replacement vehicle hire is limited to a maximum of 7 days for any one claim. The first 24 hours of any rental period or delays resulting from the non-availability of parts are excluded.

For the purpose of clarity:

Wear and Tear

No claim will be rejected on the grounds of Wear and Tear where the Vehicle has covered less than 70,000 miles and is under 7 years old at the time of the claim.

Timing Belt

The timing belt must have been changed in accordance with the time/mileage requirements specified by the manufacturer for it to be covered against Breakdown. You must supply an invoice as evidence.

Casings

Should the failure of a covered Component result in damage to any associated casing, the replacement will constitute part of the claim.

Working Materials

Where an authorised repair requires the replacement or topping up of oils, antifreeze, or other fluids, or the replacement of an oil filter, these costs will be accepted as part of the claim.

Labour and Parts Costs

Labour times that can be claimed under this Warranty will be in accordance with the time given in manufacturer's standard repair times and in line with the rates charged by Our nominated repairers, unless agreed beforehand. We may ask the repairer to use guaranteed exchange units or factor parts when repairing Your Vehicle and any costs We agree will be based on the prices for these parts. Reasonable diagnosis charges will be covered where this forms part of a Valid Claim.

Compensation and Costs

This Warranty is a contract of compensation which means that if the repairs to Your Vehicle result in its condition being better than immediately prior to the Breakdown, You may be asked to pay a contribution towards the costs.

What is not covered

The following things aren't covered by the Warranty.



What is not covered

What is not covered

- 1. Any Customer Contribution as detailed on the Schedule.
- 2. The cost of Components listed as excluded.
- Damage caused to, or by, Components specifically listed as excluded in this document.
- Loss of use or any resultant losses including third-party claims or bodily injury.
- 5. General maintenance or serviceable items.
- Wear and Tear where the Vehicle is over 7 years old or has covered more than 70.000 miles.
- 7. Faults which occur during the period of guarantee of a manufacturer or supplier, or items which are subject to manufacturer's recalls, Component updates, software upgrades, or repair costs that are recoverable from a third-party.
- 8. Damage caused by impact, accident, fire or flooding, overheating, freezing, corrosion, the intrusion of harmful substances (e.g. ingress of water), carbon build-up, use of an incorrect grade of fuel or oil, or a lack of antifreeze/coolant/lubrication.
- 9. Improper use of the Vehicle, neglect or abuse of any kind, or damage caused by driving the Vehicle after a fault has occurred.

- **10.** Faults that were on the Vehicle at the time of purchase or as a result of faulty workmanship.
- 11. Any repairs not authorised by Us prior to the repair work being carried out, or any costs other than those specifically agreed and authorised by Us.
- **12.** Adjustments, the cleaning of Components, or diagnostic charges except where this forms part of a Valid Claim.
- **13.** Costs in excess of the equivalent UK specification Vehicle, if Your Vehicle has been imported.
- **14.** Any claim where the Vehicle does not have a valid MOT Certificate on the date of failure.

How to make a claim

If you need to make a claim, here's how.



How to make a claim

How to make a claim

Important: When We authorise a claim We will do so by issuing a unique claim authorisation number. Repairs must not be started until We have given this number to You or Your garage.

If You think that You have a fault which may be covered by this Warranty, You must contact Us in the first instance. The claims telephone number is **03330 155 201**.

If You have broken down at the roadside and have chosen the optional Roadside Assistance Cover, please refer to Your separate Roadside Assistance handbook.

Our claims department is open from 9.00am to 5.00pm Monday to Friday. The office is closed on Saturday and Sunday.

We will require the following information, so please have this to hand when telephoning.

- → The Warranty number and Vehicle registration number.
- → Current mileage of Your Vehicle.
- → Details of the Vehicle service history.

Our claims handlers will record the details of the Breakdown and advise You of:

- → What information We will require.
- → The next steps You should take.
- → The nearest nominated service centre or repairer.

We have a nationwide network of nominated repairers who are familiar with Our claims and billing procedures. We recommend these repairers wherever possible. If a suitable nominated repairer cannot be located, We will agree with You a local alternative.

You should take Your Vehicle to the agreed repairer and give them Your permission to investigate the fault and find the cause of the failure. The garage should then telephone Us to discuss their findings. They must not carry out repairs until We have given permission to do so by issuing an authority number.

Investigation

You must authorise any dismantling of Component(s) for inspection and You will be responsible for the cost incurred if the claim is not covered by this Warranty. We will only pay for dismantling costs as part of a Valid Claim.

Assessing Your claim

We may require an independent opinion of Your claim. We reserve the right to use an independent consulting engineer to inspect Your Vehicle, the failed Components and service history before We authorise a claim. Whilst We will make every effort to ensure this happens with the least delay and inconvenience to You, We shall not be liable for any losses You incur through any delay outside Our control.

Not all the cost of the repair will always be covered by this Warranty. Additional repair costs and those not covered by this Warranty must be paid for by You.

On completion

Wherever possible, We will pay the repairer directly up to the amount authorised. You must make arrangements to cover any costs not covered by this Warranty.

You or the repairer must send Us the original, fully detailed and itemised invoice. We will only pay the amount authorised for the claim.

Invoices should be sent to Us via post, or by emailing accountspayable@carprotectdirect.co.uk.

Important: All invoices should be addressed to The Motoring Organisation, Parkway Works, Kettlebridge Road, Sheffield, S9 3BL.

General conditions

Important conditions on Your cover



General conditions

General conditions

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

7. The Period of Warranty will be as stated on the Schedule. Where the Vehicle is covered by a manufacturer's warranty,

- This Warranty is not valid until You have received the Schedule and the relevant payment has been made to Us by You or the Seller.
- 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. In the event of a fault occurring, You must notify Us as soon as possible and, in any event, within 14 days from the point that You become aware of the problem. You must cooperate fully with Us and keep Us informed of any developments or progress of the claim.
- 5. If You, or anyone acting on Your behalf or with Your knowledge or consent, uses any fraudulent means in connection with this Warranty, the Warranty 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 Warranty. This information may be shared with other companies and relevant authorities.
- 6. 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 Warranty. If You recover any costs or damages previously paid under this Warranty from any other party, such costs or damages must immediately be repaid to Us.

- 7. The Period of Warranty will be as stated on the Schedule. Wherethe Vehicle is covered by a manufacturer's warranty, the Start Date will be the end of the manufacturer's warranty period. The manufacturer's warranty may be on a time or mileage basis and, in some circumstances, You may exceed the manufacturer's maximum mileage limit prior to the specified Start Date of this Warranty. Should this be case, You must contact Us to bring the Start Date forward. We will start the Warranty cover from the date of notification.
- 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 warranty falls outside the jurisdiction of the Financial Conduct Authority and is not a contract of Insurance. The Warranty contract is governed by the Chartered Trading Standards Institute (CTSI).
- 9. Unless expressly stated, nothing in this Warranty 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. This Warranty does not entitle You to Roadside Assistance unless You have purchased and received a separate 'Roadside Assistance Cover'. For more information, or to discuss upgrading your cover, please contact Customer Services.
- **11.** We accept no liability for the lack of availability of parts or excessive delivery times.
- No refund or part return of payment is available under this Warranty. The Warranty cannot be transferred to a new owner.
- 13. You and Car Protect Direct are contracted on a discretionary Warranty 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.
- **14.** Cover is conditional upon payment of the monthly payments due.
- 15. Varying Payments We reserve the right to revise the monthly payment payable by providing a minimum of 45 days prior written notice by registered post to Your last known address. As You pay separately for each month of cover, if You choose not to accept the revised payment You may cancel This Warranty and We will continue to provide cover for any remaining period for which You have already paid after the expiry of Our notice period.

Our commitment to good service

Information about our commitment to good service and what to do if something goes wrong.



Our commitment to good service

Our commitment to good service

We hope You will be completely happy with this Warranty but, if something does go wrong, We would like to know about it. We will do Our best to resolve the issue and make sure it doesn't happen again.

This product conforms to the Trading Standards Institute approved Motor Industry Code of Practice for vehicle warranty products. If you have an issue that cannot be resolved with Us, You may be entitled to take Your complaint to The Motor Ombudsman, 71 Great Peter Street, London, SWIP 2BN.





For more information about the Code and what it means for you please

visit www.themotorombudsman.org.

How to make a complaint

In the event you feel you need to raise a concern, You should contact the Us in the first instance on **03330 155 202.**

If We are unable to resolve Your concern and You wish to raise a formal complaint, please write to Us at the following address:

Customer Services Manager

Car Protect Direct Parkway Works Kettlebridge Road Sheffield S9 3BL. Once received, We will acknowledge Your complaint and a dedicated member of Our team will carry out a full investigation. We aim to provide an outcome to complaints within 5 working days.

For more complex cases, We may need more time to issue Our response. We aim to keep all of our customers updated with any developments during Our review. In any event, within 8 weeks of receiving a complaint, all customers will be sent:

- → a final response; or
- → a response which explains why the complaint is not yet resolved and when We expect to issue Our final response.

Please make sure You always quote the Warranty number from the Schedule.

This complaints procedure does not affect Your statutory rights.

Transfer and cancellation

Information about our vehicle substitution and cancellation policies.



Transfer and 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 Waranty, please contact Our Customer Services team on **03330 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 Warranty 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 Warranty but no refund of payment is available. Any such cancellation will take effect from the date that the next payment falls due.
- 3. We may cancel Your Warranty 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 Warranty 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 Warranty.
- If this Waranty 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 Warranty? 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





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.

Document Contents

- **4** What is this Roadside Assistance?
- **6** Definitions
- **8** What is included
- **10** What is not included
- **12** Rights to refuse service
- **14** General Conditions
- **16** Transfer and cancellation
- **18** Data protection
- 20 How to contact us



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 Asssiatance is administered by The Motoring Organisation Limited.

For inforation 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.

- 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.
- Component(s) means any mechanical or electrical Components which form part of the Vehicle manufacturer's original specification.
- 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.
- 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.
- 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 our 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 callout 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

- 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.

- paid out under this Roadside Assistance. If You recover 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





Policy documents





Welcome

Thank you for choosing Car Protect Direct for Your vehicle Service Plan.

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.

This Service Plan is available for used vehicles, or as an extension to any exisiting manufacturer's cover where the vehicle has any cover remaining.

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

Document Contents

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- **5** Definitions
- **7** What is covered
- **9** What is not covered
- 11 How to make a claim
- **13** General conditions
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What is this Service Plan?

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



What is this Service Plan?

What is this Service Plan?

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 Service Plan is to give You the opportunity to help prepare Yourself for the cost of onging maintenance during ownership of Your vehicle.

Administration of this Service Plan

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 Service 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 Service Plan is administered and Service requests are handled by The Motoring Organisation Limited.

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

Eligibility

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

This Service Plan does not cover vehicles that;

- → have an engine size over 2,400cc;
- → 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

The following terms have the same meaning throughout this document.



Definition

Terms used in this Service Plan

What the terms mean

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.

- Claim Limit(s) is the maximum amount that can be claimed under this Service Plan during
 the Period of Cover, subject to the correct number of payments being made by You, this
 being up to the amount shown in the Schedule for any one Service. These amounts are
 inclusive of VAT.
- Component(s) means any mechanical or electrical Components which form part of the Vehicle manufacturer's original specification.
- 3. Customer Contribution means the first amount of any claim that You are responsible for on each and every claim under this Service Plan. The Customer Contribution will be detailed on the Schedule.
- 4. End Date means the earlier of the following dates:
 - a) The date on which You fail to pay Your monthly payment when it falls due
 - **b)** The date on which this Service Plan is cancelled by either party.
- Geographical Limits means the area in which this Service Plan is effective, this being The United Kingdom (including Northern Ireland).
- Issue Date will be confirmed in the Schedule, being the date on which You either concluded this contract of Service Plan or the day on which You receive the contractual terms and conditions.
- 7. Minimum Number of Payments means twelve full payments from the Start Date.
- 8. Payment Shortfall means an amount of payments that haven't been made by You at the time Your Vehicle requires a Service.
- Period of Cover means a period from the Start Date as shown on the Schedule, until the End Date, subject to the correct Payment being received and accepted by Us.
- 10. Schedule means the part of this Service Plan that contains details of You and Your Vehicle, cover selected, the Period of Service Plan, Claim Limits and any applicable Customer Contribution.
- 11. **Service(s)** means subject to the exclusions contained, all the parts and labour charges needed to comply with the Service Schedules included with this Service Plan.

- 12. Service Plan means the cover detailed in this document.
- 13. Service Schedule(s) means the schedules relating to the servicing of the Vehicle covered by the Service Plan and provided in the confirmation email supplied to You by Us.
- 14. Start Date means the date on which this Service Plan starts as shown in the Schedule. Where You renew this Service Plan, the Start Date shall mean the day following the date on which Your existing cover expires.
- 15. Valid Claim means a Service that is covered under this Service Plan, subject to the correct number of payments being made by You, which has been agreed by Us and an authorisation number issued to You or Your repairer.
- 16. Vehicle means the Vehicle shown on the Schedule.
- 17. We / Us / Our means Car Protect Direct.
- **18. Wear and Tear** means damage to Components which have reached the end of their normal effective working lives because of gradual reduction in operating performance.
- 19. You / Your / Yourself means the holder named in the Schedule.

What is covered

We've got You covered for the following things.



What is covered

What is covered

Subject to the Minimum Number of Payments having been paid, this Service Plan will contribute towards the Service costs required to Your Vehicle, in accordance with the Service Schedule(s).

Interim Service Schedule - 70 point check

In addition to the recorded 70-point check, the interim Service Schedule shall also include:

- → Replacement engine oil
- → Replacement engine oil filter
- → Air filter check and clean (incl. housing)
- → Fluids check and top-up

Any additional items required outside of the interim Service Schedule, or Components highlighted as failed, will be reported to You by the repairer on the Service Schedule check sheet. Additional repair costs and those not covered by this Service Plan must be paid for by You.

Full Service Schedule - 90 point check

In addition to the recorded 90-point check, the interim Service Schedule shall also include:

- → Replacement engine oil
- → Replacement engine oil filter
- → Replacement air filter
- → Fluids check and top-up

Any additional items required outside of the full Service Schedule, or Components highlighted as failed, will be reported to You by the repairer on the Service Schedule check sheet. Additional repair costs and those not covered by this Service Plan must be paid for by You.

What is not covered

The following things aren't covered by the Service Plan.



What is not covered

What is not covered

- 1. Any Customer Contribution as detailed on the Schedule.
- 2. The cost of Components not listed as covered for replacement or renewal on the applicable Service Schedule.
- Loss of use or any resultant losses including third-party claims or bodily injury.
- Oil, fluid top-ups, or any other maintenance costs required between Services.
- 5. Any work that has not been carried out by a repairer appointed by Us.
- 6. Any works reported or requested outside the Period of Cover.
- 7. Damage caused by impact, accident, fire or flooding, overheating, freezing, corrosion, the intrusion of harmful substances (e.g. ingress of water), carbon build-up, use of an incorrect grade of fuel or oil, or a lack of antifreeze/coolant/lubrication.
- 8. Any non-standard service work such as but not limited to, cambelt/drivebelt replacment, air-conditioning servicing, gearbox/transmission servicing, battery checks or servicing, or fluid changes.
- The replacement of Components which are non-factory or non-standard or were fitted to the Vehicle after its manufacture.
- **10.** Improper use of the Vehicle, neglect or abuse of any kind, or damage caused by driving the Vehicle after a fault has occurred.

- 11. Faults that were on the Vehicle at the time of purchase or as a result of faulty workmanship.
- 12. Any repairs not authorised by Us prior to the repair work being carried out, or any costs other than those specifically agreed and authorised by Us.
- 13. Adjustments, the cleaning of Components, or diagnostic charges except where this forms part of the applicable Service Schedule
- **14.** Costs in excess of the equivalent UK specification Vehicle, if Your Vehicle has been imported.
- **15.** Any claim where the Vehicle does not have a valid MOT Certificate on the date of failure.

How to request a Service

If you need to request a Service, here's how.



How to request a Service

How to request a Service

Important: When We authorise a Service We will do so by issuing a unique claim authorisation number to confirm a Valid Claim against Your Service Plan. Work must not be started until We have given this number to You or Your garage.

If You have made the Minimum Number of Payments towards this Service Plan and think Your Vehicle is due a Service, You must contact Us in the first instance to make a claim. The claims telephone number is **03330 155 201**.

Our claims department is open from 9.00am to 5.00pm Monday to Friday. The office is closed on Saturday and Sunday.

We will require the following information, so please have this to hand when telephoning.

- → The Service Plan number and Vehicle registration number.
- → Current mileage of Your Vehicle.
- → Details of the Vehicle service history.

Our claims handlers will record the details of the Service required and advise You of:

- → Whether the Minimum Number of Payments have been made towards the Service Plan to allow a Valid Claim against the Service Plan, or what Payment Shortfall must be paid.
- → What information We will require.
- → The next steps You should take.
- → The nearest nominated service centre or repairer.

We have a nationwide network of nominated repairers who are familiar with Our claims and billing procedures. We insist that these repairers are used wherever possible. If a suitable nominated repairer cannot be located, We will agree with You a local alternative.

You should take Your Vehicle to the agreed repairer and the garage should then telephone Us to discuss the Service requirements in accordance with the Service Schedule. They must not carry out any work until We have given permission to do so by issuing an authority number.

Investigation

You will be responsible for the cost of any Component(s) that are not covered in the Service Schedule(s) under this Service Plan. We will only pay for items listed renewable on the Service Schedule(s) as part of a Valid Claim.

Assessing Your claim

We may require an independent opinion of Your claim. We reserve the right to use an independent consulting engineer to inspect Your Vehicle before We authorise a claim. Whilst We will make every effort to ensure this happens with the least delay and inconvenience to You, We shall not be liable for any losses You incur through any delay outside Our control.

Not all the cost of the repair will always be covered by this Service Plan. Additional repair costs and those not covered by this Service Plan must be paid for by You.

On completion

Wherever possible, We will pay the repairer directly up to the amount authorised. You must make arrangements to cover any costs not covered by this Service Plan.

You or the repairer must send Us the original, fully detailed and itemised invoice. We will only pay the amount authorised on a Valid Claim.

Invoices should be sent to Us via post, or by emailing accountspayable@carprotectdirect.co.uk.

Important: All invoices should be addressed to The Motoring Organisation, Parkway Works, Kettlebridge Road, Sheffield, S9 3BL.

General conditions

Important conditions on Your cover



General conditions

General conditions

You must comply with the following conditions to receive the full benefit from this Service Plan.

- 1. This Service Plan is not valid until You have received the Schedule and the relevant payment(s) 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 9. We accept no liability for the lack of availability of parts knowledge or consent, uses any fraudulent means in connection with this Service Plan, the Service Plan 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 Service Plan. 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 Service Plan. If You recover any costs or damages previously paid under this Service Plan from any other party, such costs or damages must immediately be repaid to Us.
- 6. 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

- Service Plan falls outside the jurisdiction of the Financial Conduct Authority and is not a contract of Insurance. The Service Plan contract is governed by the Chartered Trading Standards Institute (CTSI).
- 7. Unless expressly stated, nothing in this Service Plan 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.
- 8. This Service Plan does not entitle You to Roadside Assistance unless You have purchased and received a separate 'Roadside Assistance Cover' from Us. For more information, or to discuss upgrading your cover, please contact Customer Services.
- or excessive delivery times.
- 10. No refund or part return of payment is available under this Service Plan. The Service Plan cannot be transferred to a new owner.
- 11. You and Car Protect Direct are contracted on a discretionary Service Plan basis. We use this discretion and Our best endeavours to ensure that You receive a fair and equitable resolution to each Service 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.
- 12. Cover is conditional upon payment of the monthly payments due from You to Us.
- 13. Varying Payments We reserve the right to revise the monthly payment payable by providing a minimum of 45

days prior written notice by registered post to Your last known address. As You pay separately for each month of cover, if You choose not to accept the revised payment You may cancel This Service Plan and We will continue to provide cover for any remaining period for which You have already paid after the expiry of Our notice period.

14. Without Our prior written consent, no modifications or variations to this Service Plan such as addition or removal of Service Schedule coverage; mileage changes; contract term changes; can be made.

Our commitment to good service

Information about our commitment to good service and what to do if something goes wrong.



Our commitment to good service

Our commitment to good service

We hope You will be completely happy with this Service Plan but, if something does go wrong, We would like to know about it. We will do Our best to resolve the issue and make sure it doesn't happen again.

This product conforms to the Trading Standards Institute approved Motor Industry Code of Practice for vehicle warranty products. If you have an issue that cannot be resolved with Us, You may be entitled to take Your complaint to The Motor Ombudsman, 71 Great Peter Street, London, SWIP 2BN.





For more information about the Code and what it means for you please

visit www.themotorombudsman.org.

How to make a complaint

In the event you feel you need to raise a concern, You should contact the Us in the first instance on **03330 155 202**.

If We are unable to resolve Your concern and You wish to raise a formal complaint, please write to Us at the following address:

Customer Services Manager

Car Protect Direct Parkway Works Kettlebridge Road Sheffield S9 3BL. Once received, We will acknowledge Your complaint and a dedicated member of Our team will carry out a full investigation. We aim to provide an outcome to complaints within 5 working days.

For more complex cases, We may need more time to issue Our response. We aim to keep all of our customers updated with any developments during Our review. In any event, within 8 weeks of receiving a complaint, all customers will be sent:

- → a final response; or
- → a response which explains why the complaint is not yet resolved and when We expect to issue Our final response.

Please make sure You always quote the Service Plan number from the Schedule.

This complaints procedure does not affect Your statutory rights.

Transfer and cancellation

Information about our vehicle substitution and cancellation policies.



Transfer and cancellation

Vehicle Substitution

If You sell Your Vehicle or it is subject to an insurance total loss, You may be able transfer the Service Plan 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 Service Plan, please contact Our Customer Services team on **03330 155 202** or email customerservices@carprotectdirect.co.uk and We will be happy to help. Where a Vehicle is substituted,

Cancellation

- 1. You may cancel this Service Plan 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 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 Service Plan subject to a £30 cancellation fee. Any such cancellation will take effect from the date that the next payment falls due.
- 3. We may cancel Your Service Plan 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 Service Plan 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 Service Plan.
- If this Service Plan 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 Service Plan? 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 Kettlebridge Road Sheffield S9 3BL

Claims Line: 03330 155 201

Customer Services: 03330 155 202

Email: customerservices@carprotectdirect.co.uk

