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# Service Plan by Car Protect Direct

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 existing 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

3	What is this service plan?
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
19	Data protection
21	How to contact Us



# What is this Service Plan?

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

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# 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 ongoing 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 information on how We process Your personal data, please refer to Our privacy notice at [www.carprotectdirect.co.uk](http://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.

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# 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.

1. **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.
2. **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.
5. **Geographical Limits** means the area in which this Service Plan is effective, this being The United Kingdom (including Northern Ireland).
6. **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.
9. **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.
3. Loss of use or any resultant losses including third-party claims or bodily injury.
4. 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 replacement, air-conditioning servicing, gearbox/transmission servicing, battery checks or servicing, or fluid changes.
9. 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.

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# 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](mailto: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

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# 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 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.
9. We accept no liability for the lack of availability of parts 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.

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## 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, SW1P 2BN.



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

visit [www.themotorombudsman.org](http://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.

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## 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](mailto: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.
4. 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.

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# 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](http://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](mailto:customerservices@carprotectdirect.co.uk)



# How to contact us

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## **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](mailto:customerservices@carprotectdirect.co.uk)

