

Car Warranty Plan A

Service & Maintenance Plan



Hello from MotorEasy

Thanks for choosing MotorEasy, the UK's most dynamic motoring solution.

This booklet is designed to give you more detail about your schedule, and explains your Plan A cover and how to request repairs in the event of sudden mechanical or electrical breakdown.

Before we get to the specific information about your cover with MotorEasy, I wanted to let you know that you can now get more discounts on MOTs, through servicing to brakes and tyres.

If, after reviewing the information you gave MotorEasy at our absolute discretion, we decide not to accept your application we will refund any payments you have made in full within 5 working days.

Please note we don't accept vehicles with pre-existing problems or which have not been regularly serviced and maintained.

This discretionary plan is designed to assist with the costs of repairing unexpected mechanical and electrical breakdown of the listed components of your vehicle.

Unlike many warranties, if any terms are found to be unfair or to need changing, I will have the final discretion to decide what is fair and equitable under the circumstances (this does not affect your statutory rights).

Thank you for protecting your vehicle with us here at MotorEasy. If you require any help, please feel free to contact our team via your MotorEasy account on our website.

Finally, if you feel that you are not getting great service from us - please let us know.



Duncan McClure Fisher
CEO

Contents

Definitions	5-6
What's covered?	8
What's not covered?	9
What is included in your MotorEasy plan?	11-12
What is not included in your plan?	14-16
Your simple online account	18
How to request repairs	20-22
Payments	24
General conditions	26-28
Cancellation	30
Complaints	32
Data protection	34



Most cars and light vans are eligible for this plan. Vehicles under this plan must i) be serviced within the last 12 months ii) have a current MOT certificate iii) be under 3,500KGs in gross vehicle weight iv) have no modifications to the manufacturer's original specification v) not be owned (temporarily or permanently) by a business set up to sell or service motor vehicles.



Definitions

The following terms have the same meaning throughout this document.

Definitions - we aim to be transparent

Age contribution means the amount that you need to pay towards each replacement component when the vehicle exceeds 6 years of age or has covered more than 60,000 miles.

Application means any information you have given us to support your request to join this plan.

Breakdown means the sudden / unexpected (unforeseen) failure of a component arising from any permanent mechanical, electrical or electronic fault, which causes the component to stop working, and means that it needs repairing or replacing. Please note that a gradual failure would not be covered by this plan.

Continuous plan means a monthly plan that will renew automatically every month for the minimum period unless terminated by us or you.

Customer schedule means the schedule which confirms the information you gave to us and gives details of what is included in the plan. Your personalised warranty schedule can be found by logging into your account at motoreasy.com.

Fixed period plan means a bundle of monthly plans paid for in advance at a discounted rate that runs for the minimum period.

Gradual failure is a fault which occurs over time, resulting in the eventual failure and deterioration of the component.

Listed component means any mechanical, electrical and electronic component which formed part of the vehicle when it was new, and is listed in the schedule of listed components included under this plan.

Minimum period means the minimum agreement period, as stated in your schedule, during which if you cancel, you will be charged a cancellation fee and receive a partial refund as set out in the cancellation terms below.

MotorEasy is your online account through which plans are managed and repair requests submitted.

MotorEasy Network Labour Rate is the hourly labour rate we have negotiated with our independent repair network. This is the maximum labour rate we will pay unless a higher rate was agreed at inception. NOTE: A MotorEasy Service is mandatory when selecting MotorEasy Network

MotorEasy Franchised Labour Rate is higher than our independent rate and allows for work to be carried out at our franchised dealer network. We will confirm the maximum labour rate we will pay in your customer schedule.

MotorEasy Non-Network Labour Rate is higher than our other labour rates and allows for work to be carried out at a garage of your choice. We will confirm the maximum labour rate we will pay in your customer schedule.

Period of the plan means the length of time that this plan applies for, as shown in the customer schedule.

(The plan will end when the vehicle reaches the maximum mileage, shown in the customer schedule, even if this happens within the period of the plan.)

Definitions - we aim to be transparent

Plan means this document, the customer schedule and any amendments made to it.

Plan limit is the maximum amount payable for components and labour costs during the period of the plan. This is shown in the customer schedule.

Repair means the repair of a listed component.

Repair contribution means the amount that you must pay towards repairs as confirmed in your customer schedule.

Repair event means a single repair, or a number of repairs that occur at the same time.

Servicing handbook means the handbook which the manufacturer issued with the vehicle when it was new. This lists the servicing and maintenance the manufacturer recommends for the vehicle.

Sudden failure of a component is its immediate and singular failure to function, excluding all other contributing factors. This does not include warning lamp illumination, a noise or a loss of power as these are symptoms and not the proximate cause.

Sundry items means coolants, filters, fluids, lubricants, oils, refrigerants, and other working materials necessary to effect the repair of your vehicle.

Unexpected(unforeseen) failure is an event which may occur rather than something which will occur.

VAT means Value Added Tax which will be calculated at the prevailing rate.

Vehicle means the vehicle mentioned in the customer schedule.

Vehicle rescue operator means a recognised breakdown/rescue operative instructed to attend the vehicle's breakdown. A recognised Vehicle rescue operator could include; The AA, RAC, Green Flag, Call Assist or a vehicle rescue operator with an affiliation to an FCA Regulated company. The vehicle rescue operator must be able to report full details of the recovery including, but not limited to, recovery location, recovery destination, time and date. The vehicle rescue operator must also be VAT registered and be able to provide a VAT invoice upon request.

We, us, our means Motor Easy Limited whose registered address is: Staverton Court, Staverton, Cheltenham, Gloucestershire, GL51 0UX and whose registered company number in England & Wales is: 08423198.

Workshop labour time means the repair time allowed by the vehicle manufacturer for their franchised repair network, or the published Glass's ICME repair times for independent garages or in our reasonable discretion if no such data exists

You, your, yourself means the person, or company, named in the customer schedule.

Our engineers monitor all bookings for you, reducing cost and hassle.



Relax... we've got it covered

- What's covered?
- What's not covered?

What's covered?

All mechanical and electrical components other than those listed on p9*:

- ✔ All air conditioning components
- ✔ All braking system components
- ✔ Casings
- ✔ All clutch components
- ✔ All cooling system components
- ✔ All electrical components
(including electronic components and electronic control units)
- ✔ All engine components
- ✔ Flywheels (including dual mass flywheels)
- ✔ All fuel system components
- ✔ Infotainment & navigation & telephone systems
- ✔ All gearbox components
- ✔ All ignition system components
- ✔ Oils seals and gaskets
(that necessitate the removal of the engine, gearbox or final drive to replace)
- ✔ All steering system components
- ✔ Superchargers
- ✔ All suspension system components
- ✔ All transmission components
- ✔ Turbochargers
- ✔ Wheel hubs and bearings

MotorEasy care

Contact us for a range of motoring care solutions to keep your car in perfect running order.

*subject to the list of components that are not covered

**if a diesel particulate filter needs forced regeneration and specialist cleaning we can offer very competitive rates via your MotorEasy account.

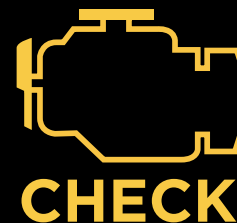
What's not covered?

Mainly bodywork, maintenance and service parts - we've listed them below.

Aerials	Electrical components integral with windows	Paintwork
Auxiliary drive belts	Exhaust pipes	Seats
Batteries	Hoses & pipes	Spark plugs
Bodywork	In car entertainment & sat-nav equipment not part of the dashboard unit	Stretched Timing Chain
Brake friction materials	Interior & exterior trims	Upholstery
Catalytic converters	Lamps	Upgraded or revised software & firmware
Connectors, wiring, fuses and heating elements	Light bulbs	Windows & windcreens
Diesel particulate filters		Wheels & tyres

There are many reasons a “check engine light” can be illuminated, and sometimes a technician may clear the related fault code without having repaired the root cause. For this reason, we won't cover repairs relating to fault codes in a system's history log as repairs could have been made previously.

We recommend that your vehicle's fault code history is reviewed, and any necessary repairs carried out, when you apply to join MotorEasy.



Important note: Sundries such as coolants, filters, fluids, lubricants, oils, refrigerants and other working materials will be covered provided the vehicle is not within 1,000 miles of its next due service and that replacement is necessitated by a covered repair.



What **IS** included in
your MotorEasy plan?

What IS included in your MotorEasy plan? - your benefits and coverage

Following breakdown of listed components, or damage to listed components caused by the breakdown of any other listed component or due to consequential damage caused by any non-listed component we will pay, at our absolute discretion, towards the cost of diagnosing the fault and repairing the vehicle up to the plan limit.

This breakdown must happen during the period of the plan. The breakdown may have, but is not limited to:

- ✔ Occurred at the roadside
- ✔ Been noticed during a service
- ✔ Caused an MOT failure
- ✔ Overheated the car's engine

All of the above situations fall within the scope of the MotorEasy plan.

Your vehicle is protected against unexpected and sudden failures to listed components from the date of inception.

This is where a mechanical or electrical Part suddenly and unexpectedly stops working and requires immediate repair or replacement before it will work again.

You may have to pay towards improving the condition of the vehicle, depending on age or mileage at the time of breakdown (see section “general conditions” Improving the condition of the vehicle (condition 5)). You may also have to pay if the labour rate the repairer charges is higher than the network labour rate.

What IS included in your MotorEasy plan? - your benefits and coverage

Other benefits

The plan includes the following benefits:

Vehicle collection

If your vehicle is able to be driven safely we can arrange for our repair network to send a driver to collect it for repair. If repairs are covered and paid for under the plan, or you have repair work carried out by our network at your expense, there will be no charge for this service.

Otherwise, a £20 charge may be made for this service.

Vehicle recovery

We will pay for the cost of recovering the vehicle to the nearest garage, for covered repairs, up to £150 including VAT.

If you don't have breakdown cover then you can call the MotorEasy Breakdown 24 hour pay on use roadside assistance line for immediate help on 01206 785949. All costs involved will be your responsibility and payment will be required by credit/debit card before help is provided. We may be able to reimburse you some, or all of these costs, if the cause of the breakdown is covered by your MotorEasy warranty.

Overseas use

This plan includes repairs undertaken in Great Britain and Northern Ireland. If you use your vehicle overseas for less than 60 days per year this protection is extended to repairs carried out overseas. You will have to pay the repairer direct and request reimbursement from us. We will reimburse you, in our discretion, within our normal limits for a validated repair. Refunds will exclude any non UK VAT.



What **IS NOT** included in
your MotorEasy plan?

What IS NOT included in your MotorEasy plan? - there are some instances a warranty won't cover

We will not pay for repairing or replacing components not specifically listed in the warranty schedule. Also, we will not pay for costs caused by, arising from, or connected with, the following:

1. Your component contributions or repair contributions that apply to this plan.
2. Vehicles that are owned or kept by, but not limited to, the motor trade or vehicles that have been used for: competitive purposes including rallying, racing, time trial and pacemaking; hire or reward, as a taxi, by a driving school or for commercial delivery purposes such as despatch or delivery courier; or off-road use.
3. Any loss or damage caused by a traffic accident, accidental damage, theft or attempted theft, the vehicle not being used in accordance with the manufacturer's recommendations, or any act which is wilful, against the law or negligent.
4. The repair or replacement of any part that simply has a 'recommendation' to be replaced alongside the failed, covered part. Only failed parts are covered under this Plan.
5. Any loss arising from the vehicle not having been serviced in line with the conditions of this plan either during the term of the plan or (in the opinion of a suitably qualified independent engineer appointed by us, but NOT employed by us) prior to the start of the plan and whether or not the vehicle was owned by you at the time; you not maintaining the vehicle properly as set out in your servicing handbook; through failure to use the manufacturer's recommended type, grade and quality of engine oil; or where the camshaft drive belt has not been changed in accordance with the manufacturer's recommendations.
6. Any loss where the odometer has been tampered with, altered or disconnected, affecting the recorded mileage.
7. Repairing or replacing components which have not suffered a breakdown, including repairs to rectify high oil consumption or poor fuel economy where there is no breakdown of a listed component, or the cost of any work or vehicle storage not associated with a valid repair.

Accident damage?

Get a great value repair from our network.

What IS NOT included in your MotorEasy plan? - there are some instances a warranty won't cover

8. Any repair, replacement, loss, damage or liability which should be paid or otherwise settled by another company, finance agreement, warranty, guarantee, goodwill settlement or repair; any fault causing a manufacturer recall; any manufacturer modifications; any fault that can be rejected to the seller under the Consumer Rights Act or any fault which had previously caused a fault or failure code to be logged in any computerised system's history where the system was reset without any repairs being made.
9. We will not pay for repairing or replacing components which have not suffered a breakdown; for rectifying oil leaks where no oil is dripping from a joint or seal; when repairs to rectify the oil leak do not necessitate the removal of the engine, transmission or final drive unit. Also, we will not pay for any breakdown caused by components which were faulty before this plan started as identified in a garage visit prior to claiming. You can still contact us to arrange these repairs, saving by using our network.
10. Breakdown or damage to components (whether listed or not) caused by frost, water, freezing liquids, worn friction materials (including a worn clutch friction plate damaging a flywheel), carbon build up, corrosion, oxidation, blockages, contamination, sludge or silt, or other waste matter that has prevented the components from working properly.
11. Breakdown (including repeat repairs) or damage caused by poor workmanship or faulty components, based on information provided by a suitably qualified independent engineer appointed by us, or if the breakdown is as a result of a gradual failure.
12. Repairing or replacing components identified at any time, including but not limited to at the time of claim, as being faulty before this plan started.
13. Service, maintenance and MOT repair related components including (but not limited to) anti-freeze, brake drums, brake discs, brake fluid & brake friction materials (brake pads & brake shoes), exhaust pipes & exhaust pipe gaskets, filters, grease, oils, sparking plugs, refrigerants and tyres unless you have made additional purchases for service work and MOT repairs (in which case you will be subject to the separate terms of these purchases).
14. Burnt or worn-out clutch components, the build-up of carbon deposits (including burnt or carbonised valves and removing carbon deposits), modifications to components of the vehicle, electronic system firmware and software updates (howsoever necessary), or cost arising from manufacturer recalls.
15. Vehicles which are owned, temporarily or permanently, by a business or employee of a business set up to sell, service or repair motor vehicles.

What **IS NOT** included in your MotorEasy plan? - there are some instances a warranty won't cover

16. Failure of listed components which a qualified engineer, appointed by us, believes has been aggravated due to the vehicle being driven-on after the fault was more than likely to have been apparent to the driver, or due to the vehicle being driven in an unsympathetic manner (for example repeatedly running the engine at full power before the oil has fully warmed up or repeatedly not allowing the engine to reach operating temperature before turning it off). In the case of a vehicle being driven on we will only be liable for the reasonable repair costs the engineer believes would have resulted if the vehicle had been stopped at the earliest opportunity.
17. Any repair costs not agreed with us prior to the work being completed or any losses not directly met by the terms and conditions of this plan (note that any discretion applied to a previous repair, on a goodwill basis, will not set precedent).
18. Any liability for death, bodily injury, damage to other property, loss of earnings, out of pocket expenses or any other loss caused directly or indirectly by a repair event; any liability caused directly or indirectly by war, riot, or any similar event; by vandalism, theft or attempted theft from the vehicle; or by bad weather such as lightning, wind or flood.
19. Vehicles that have not been driven at all within the last 90 days.

**Any work not covered still
benefits from trade parts &
labour discounts.**

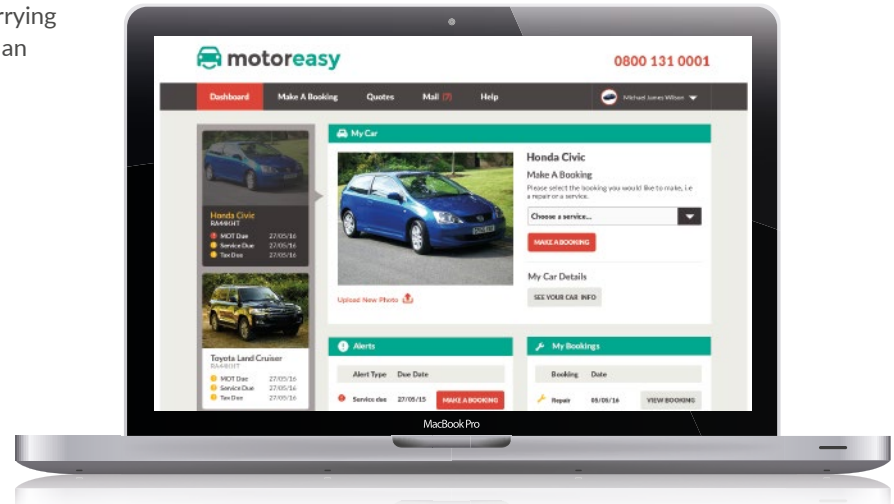
 **Your simple online account**

Your simple online account

It's important to me that you don't waste your time worrying about anything car related, which is why we've created an online solution for you, accessible on any device.

Within your MotorEasy account you can do all of the following:

- ✔ Book your MOT, Service or Repair, 24/7
- ✔ Manage your warranty
- ✔ Track your booking
- ✔ Add a car, as many as you like
- ✔ Update or amend your details
- ✔ View messages, alerts and reminders
- ✔ See a live valuation of your car
- ✔ View all documents relating to your car
- ✔ View your car's feed including:
 - recent repairs
 - reliability
 - recalls



What are you waiting for, login and make it personal!



How to request repairs

How to request repairs - it's what we are here for

Prevent further damage – do not continue to drive if your vehicle is faulty.

You should do all you reasonably can to protect your vehicle from further damage. We will not pay for repairs that are necessary because you have not looked after your vehicle properly.

1. Login to your MotorEasy account.

You must report a fault to us as soon as practicable and in any case within a maximum of 7 days by going to your MotorEasy account and contacting us via the 'Report a claim' process. Note: a failure to report the fault within 7 days may lead to your claim being declined.

NO REPAIRS ARE TO BE COMMENCED UNTIL THE COST HAS BEEN AGREED BY US AND ANY REPAIRS CARRIED OUT WITHOUT THE PRIOR AGREEMENT OF COSTS WILL NOT BE PAID.

We will contact you after we have reviewed your initial request and we will tell you where our nearest network garage is. You can use a different garage if you prefer and you have selected and paid for a higher labour rate to apply to your plan (this will be confirmed in your customer schedule), but if you use a network garage, the repair process will be simpler, easier, quicker and speedier.

The benefits of using our network garages are:

- ✔ Repairs can be directed to workshops specialising in the particular fault that has occurred
- ✔ The repair process can be fully monitored and controlled
- ✔ Central billing will mean that you don't have to pay and re-claim – we pay the garage directly
- ✔ We can offer you discounts on other work you may want carried out on your car

How to request repairs - it's what we are here for

2. Documents required

If you request a repair, you will need to provide proof that you have had the vehicle serviced regularly and your latest MOT certificate. If you use one of our network garages, they will be able to check these for you.

If you prefer, and you have selected and paid for a higher labour rate to apply to your plan, you can take your vehicle to any other VAT-registered garage.

You must take with you the following:

- Your plan reference number
- Proof that you have had the vehicle serviced regularly (last service invoice) and your latest MOT certificate (we may also ask for these documents to be photographed and uploaded to your MotorEasy account).

3. The garage

The garage will determine the cause of the breakdown and check that this plan includes the components directly causing the breakdown.

The garage will be responsible for telephoning us on 0800 131 0001 to agree the cost of repair, or by putting a job request through to MotorEasy using our online garage platform. The garage must include in their request a description, and the exact content of, any relevant fault or failure codes read from the vehicle's computerised systems. We have the right to examine the vehicle and to have the breakdown assessed by an independent expert before the garage can start any repairs. We can alternatively take your vehicle to one of our approved garages to undertake repair work if we feel this is appropriate.

The garage must not start any repairs until we have authorised the repair and agreed the cost.

Should you decide to give permission to the repairer to commence work on your vehicle without authorisation from us you do so in the knowledge that we reserve the right not to pay for repairs, due to the fact that you have denied us the opportunity to inspect your vehicle to determine the cause of failure.

How to request repairs - it's what we are here for

4. After the repair

Once the repairs have been completed, we will pay the garage if it is one of MotorEasy's network garages. If you use a different garage, you must pay for the repair and claim the cost back from us.

NOTE: REPAIR INVOICES MUST BE MADE OUT TO MOTOREASY AND SHOW OUR ADDRESS. IF THIS IS NOT DONE THEN WE WILL NOT BE ABLE TO REIMBURSE THE COST OF ANY VAT ELEMENT.



5. Payment of repairs

You should pay for any items not included in the plan direct to the repairer (including elements such as the repair contribution or age contribution). If you paid for authorised repairs and need to request reimbursement, photograph the paid and receipted **invoice (which must be a legible UK VAT invoice showing the repairer's VAT number and made out to MotorEasy, 60 Portman Road, Reading, RG30 1EA)** and load this onto the bookings section of your MotorEasy account together with copies of any supporting documents requested (these may include your MOT certificate document and proof of regular services). Occasionally, we may request to have sight of the original paper documents and will advise you if this will be necessary following receipt of the photographs.

We will reimburse repair costs as promptly as possible within 7 days of receiving all the necessary photographs and documents.



Payments

Payments - know what to expect

1. You may pay for a fixed period plan in full by one single payment at the start of the plan or by instalments. A continuous plan runs for one month and you must pay every month for the coming month. The customer schedule will confirm which type of plan you have and details of any instalments or monthly payments.
2. You must make full payment for a fixed period plan, even if you sell or dispose of the vehicle (unless Section “Cancellation” applies), or even if this plan is paid in instalments.
3. You may choose to pay your fixed period plan in three or four instalments. No interest will be charged if you choose to pay by instalments. If you elect to pay by instalments, the instalments must be paid on the first three, or four, consecutive months of the plan. Your instalment options will be agreed with you at the start of the plan.
4. You must make each payment on or before the date it is due, otherwise the plan will terminate. We will cancel this plan from the day any unpaid amount was due, you will additionally need to pay us a cancellation fee.
5. A fixed period plan is a renewable plan with reviewable costs and this means that your payments may change at your next renewal date when we, in our discretion, will automatically renew your plan unless you ask us not to. A continuous plan will be reviewed at least annually and your payments may change at your next review date. We reserve the right, whether to renew, or to review your payments using our absolute discretion and we will give you at least 30 days notice of any changes.
6. Any deposits taken against a plan are not refundable.



General Conditions

General Conditions - what's required from you?

The plan applies only if the following conditions are met.

1. Servicing & Maintenance

You must look after the vehicle in line with the manufacturer's servicing handbook, and have it serviced by a VAT-registered garage within 30 days or 1000 miles (whichever is sooner) of the recommended service interval and ensure that the manufacturer's recommended type, grade and quality of engine oil is used. To prove this you should make sure the garage fills in and stamps the handbook.

You should keep (and upload proof to your MotorEasy account) all service invoices (on which you must ensure the exact oil specification used is detailed) as you must verify that correct servicing has been completed when you request a repair. The camshaft drive belt should be changed in line with manufacturer's recommendations (documented proof of this will be required in the event of a repair for camshaft drive belt failure). If you have provided components for the servicing of the vehicle, this will only be acceptable if proof of purchase can be provided. It is at our absolute discretion if we accept your proof of the vehicle's service record.

Your vehicle must have a valid MOT certificate during the term of the plan.

If you are in need of a garage to fulfil MOT or servicing requirements, a convenient and economical local booking can be arranged through your MotorEasy account.

2. Repair requests and repair authorisation

You must follow our correct repair request procedure (see Section "[How To Request Repairs](#)") and you must get provisional agreement from us before any repairs are started. The repair request will be reassessed again upon receipt of the necessary documentation after the work has been completed. We may want to repair or recondition certain items if it is deemed appropriate.

We reserve the right to require the repairer to use components we source either new, reconditioned, as green vehicle components or as service exchange components and to supply such components to the repairer directly; or to not pay for repairs you have carried out without our authorisation. It is at our absolute discretion if we accept the costs of repairing the vehicle.

3. Investigation costs

You are responsible for giving the repairer permission to start any exploratory, investigation or dismantling work and for paying the costs involved if this work proves that we are not responsible for the fault. You will be asked for a reasonable deposit against workshop costs for stripping and reassembling components under investigation or to agree to remove the car from the workshop by a certain deadline if the claim is declined following investigation or dismantling.

General Conditions - what's required from you?

4. Engineers

We have the right to instruct an independent engineer to inspect your vehicle before we authorise any repairs. If we do this, we are not responsible for any loss arising from any possible delay. If you give permission to commence repairs without getting agreement from us we may not pay for these as we have not been able to inspect the vehicle prior to being repaired.

5. Improving the condition of the vehicle

This condition, detailed below, will apply unless the “Component Contribution Removal” add-on is confirmed on your customer schedule. If we pay for repairs to your vehicle, it is not our aim to put you in a better position than before the repairs were made. In certain circumstances where replacement components are fitted to replace those suffering a breakdown, and this results in your vehicle being in a better condition than it was before the failure, you must pay towards the cost of the components and labour. For vehicles older than 6 years or with more than 60,000 recorded miles, the following table shows the percentage component cost we will pay, depending on the vehicle's age or mileage at the time of the breakdown. The mileage limits shown here are the total miles from the date the vehicle was first registered.

Vehicle age or Mileage	Component Contribution
Up to 6 years or 60,000 miles	100%
Up to 7 years or 70,000 miles	80%
Up to 8 years or 80,000 miles	70%
Up to 9 years or 90,000 miles	60%
Over 9 years or 90,000 miles	50%

6. Returning payments made for the plan

We cannot return any payments made to us for the plan if we paid for repairs to be made under its terms. If evidence is provided to show the vehicle is written off due to an accident, or is stolen and not recovered within three months, as long as we have not paid for repairs we can, at our discretion, make a refund subject to the length of time the plan has been in place (see Section “Cancellation”), less an administration charge of £50.

General Conditions - what's required from you?

7. Transferring the plan

If you sell the vehicle, you may transfer a fixed period plan to the new owner as long as you have paid for the plan in full. You must pay an administration charge of £50. Please note the plan is not transferable to, or through, the motor trade.

8. Duty to give us information and fraud

If you do not give us the correct information when you apply for the plan we may consider your application fraudulent. If we make payments as a result of your dishonesty or exaggerated behaviour (or someone acting on your behalf) you will no longer be entitled to any benefits under this plan, we may also demand that these are returned. In the event of suspected fraud we may cancel the plan with effect from the start date and take legal action against you for the return of any repair costs paid, also demanding that you reimburse us for any costs incurred.

9. English law

This plan is governed by English law. Contractually and legally this plan operates on a discretionary basis. It is not a contract of insurance and so falls outside the jurisdiction of the Financial Conduct Authority. The body governing this type of agreement is the Trading Standards Institute. Any legal proceedings will be held in the courts of England and Wales.

10. Plan term

Your customer schedule details the term of this plan and the mileage expiry. When your plan expires we will automatically renew it, unless you have asked us not to.

11. Salvage and Disposal

We accept no liability for the disposal of your vehicle or any listed component, or salvage under any event.

12. Vehicle Condition

The vehicle must be properly taxed, insured and serviced in line with the manufacturer's recommendations during the term of the plan and have no modifications made to the manufacturer's original specification (unless agreed in writing by us).

13. Value Added Tax

If you do not supply us with a UK VAT invoice and receipt for repairs showing the repairer's VAT number, made out to MotorEasy and displaying our name and address, we will not be able to reimburse you the VAT element of any repair costs.

14. Variation

On any renewal, or annual review, of your plan we may vary any of the terms and conditions to: adjust the components included in your plan; comply with new laws or regulations; correct any text or formatting errors; or clarify the scope of your plan.

General Conditions - what's required from you?

15. Discretion

An important aspect of your plan is that we both contractually and legally operate on a discretionary basis. We use this discretion to ensure that you receive a fair and equitable resolution to each and every repair request you make. In the event of any complaint which cannot be resolved to your satisfaction the CEO of MotorEasy is the final arbiter for the exercise of this discretion. This does not affect your statutory rights.

16. Economic repair

We reserve the right on repairs we are paying for to move your vehicle at our cost to a repairer of our choice if we can affect a repair more economically. We reserve the right to repair rather than replace components at our discretion. Where we have exercised our right to complete an economic repair we will warranty this work for 12 months.

17. Dealer Wrap

When you make a claim for a fault that can have developed in the first 6 months of a dealer wrap plan you will only be able to make a claim if you have sent a letter to the dealer that sold you the car requesting they pay for the repairs under the consumer rights act and had a valid decline in writing.

18. Claim Decision Timeframe

You have 30 days from receiving a claim decision to accept, or the claim will be closed and the offer rescinded and case closed. If you fail to provide evidence or information required in order to make a claim decision, the claim will be declined and the case will be closed.



Cancellation

Cancellation

It is at our discretion if we decide to cancel the plan. If we cancel the plan we will refund you in full.

Examples of reasons we may cancel your plan include evidence of previous faults (repaired or not) found in service or MOT history, or a failure on your part to forward us a photograph of the mileage of your vehicle, a last service invoice or a current valid MOT certificate, if we had requested these to be provided.

If your warranty has been given a free extension, as described in your schedule note, it does not change any of the terms of your plan, including cancellation terms, which will be calculated on the original warranty term.

If, after buying a plan from us, you decide at your discretion that you do not want it, simply contact us via your MotorEasy account within 14 days from receipt of your plan document and, subject to there not having been any repairs requested or paid for, we will waive the cancellation fee and you will only be charged for the initial one month that you are on cover and in which you have cancelled. Where your monthly warranty plan is worth more than the distance regulations minimum, you have the right to cancel for free within the first 14 days, and will only be charged for the first month on cover thereafter.

If you decide to cancel a fixed period plan at any time after the initial 14 days, subject to no requested repairs, we will use the table in this section to calculate a refund for the current year of the plan and we will refund the warranty cost of any future years in full.

We will then deduct an administration charge of £50, from the amount due to you. We will refund the balance from payments you have made towards the plan. When cancelling a 24 month plan we will value year 1 at 60% of the overall plan price and year 2 at 40% of the overall plan price. When cancelling a 3 year plan we will value year 1 at 42% of the overall plan price, year 2 at 36% of the overall plan price and year 3 at 22% of the overall plan price.

Period of time you have had the fixed period plan, up to:	Credit against total due
one month	80%
two months	70%
three months	60%
four months	50%
five months	40%
six months	30%
seven months	20%
more than seven months	0%

Cancellation

If a repair has been paid for under your warranty on a fixed period plan, you will be required to pay any outstanding instalments remaining on your warranty and you will not be entitled to a refund.

If you decide to cancel a continuous plan at any time after the initial 14 day period you will not be entitled to any refund and we will charge an administration fee equivalent to one month's plan payment or £50, whichever is the lesser amount. Any amounts payable by you on cancellation of your warranty (including cancellation fees and the remaining months to complete the minimum period) will be collected from your most recent payment method.



Complaints

Complaints - we're listening

If you have a complaint about any of our services, or you are unhappy with how we have exercised our discretion in relation to any decline decision, please let us know so that we have the opportunity to investigate the problem and put things right.

You should submit your complaint via your MotorEasy account.

Investigation

MotorEasy will investigate your complaint.

Nobody directly involved in the issue you are dissatisfied with will be involved in the investigation.

This process does not affect your statutory rights.

Nothing in these terms and conditions will reduce or affect your statutory rights.

For further information about your statutory rights contact www.gov.uk/consumer-protection-rights or www.citizensadvice.org.uk.

Communication

1. We will usually acknowledge your complaint on the same day, but in any case within five working days.
2. We may require more information, and we will message and email you to request this if it is necessary.
3. We will give you a clear explanation for our action. If we need to pay any undisputed amount due under the plan, we will do this quickly and this will not affect your complaint.
4. If we need to take action to settle the problem, we will inform you and update you with any developments.
5. Within eight weeks of receiving your complaint, we will send you:
 - a final response; or
 - a response which will explain why we cannot yet settle your complaint and advise you when our experts are able to provide you with a final response.



Data Protection

Data Protection - your security is important to us

Data Protection Act 2018

For the purposes of the Data Protection Act 2018, we are the Data Controller in relation to any personal information you supply.

Plan Administration

Information you supply may be used for the purposes of plan administration by the Data Controller named above, their associated companies and/or agents. Your personal data may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing compliance with any regulatory rules/codes. Your personal data may also be used to prevent crime. For any of these purposes, your information may be transferred to countries that do not have stringent data protection laws. If this is necessary, the Data Controller will seek assurance from that party as to the security surrounding the handling of your personal data before they proceed.

You have the right to access and if necessary rectify information held about you (this is known as a Subject Access Request). To exercise these rights, please contact:

Data Protection Officer

MotorEasy
60 Portman Road
Reading
RG30 1EA

Alternatively, e-mail us at: dataprotectionofficer@motoreasy.com

Marketing purposes

MotorEasy may use your information in order to select and tell you about products and services available from us, or from other companies in our group, that may be of interest to you. We may share your information for analysis and marketing purposes or so that others in our group may contact you about their own products or services. MotorEasy may also use your information to tell you about products and services that we can introduce from selected businesses outside our group. If a supplier passed your application to us then we may pass your information to them for possible further business with you. MotorEasy may also pass your information to agencies carrying out market research. You have the right at any time to ask us not to contact you or give your details to others for these purposes. You may contact us, using the details above, if you wish us to stop. You also have the right at any time to ask us not to telephone you for sales purposes. Again, you may contact us if you wish us to stop. For full details visit the Privacy Policy on our website.



I MotorEasy *because...*

"I get more car for my money"

CAR LEASING

"I have complete confidence"

GAP INSURANCE

"For those just in case moments"

CAR WARRANTY

"I get what I want"

CAR FINANCE

"Everything is done for me"

SERVICE & MOT

"I always get great value"

TYRES & INSURANCE

"I trust the team of experts"

REPAIRS

