

Terms and Conditions



You should read carefully these Conditions which, together with the specific terms, conditions, exclusions and limitations set out in the Membership Information and in the Membership Handbook, are the terms and conditions of your membership of **motoreasy** and the basis upon which your Membership Cards are issued and are to be used.

“motoreasy” is a trading name of Warranty Direct Ltd which is a limited company registered in the UK, numbered 3233010. The registered office is Archway House, Gosbrook Road, Caversham, Reading RG4 8HU.

By signing and returning your **motoreasy** quotation letter to the **motoreasy** Freepost address, or joining via the internet, or via the telephone to our elected representatives, you indicate your acceptance of and agreement to these Conditions which will bind you in the event that your application is accepted by **motoreasy**.

1 Application Procedure

- 1.1 The annual fee payable by you for membership of the **motoreasy** scheme is set out on your quotation letter (the “Annual Fee”). The full Annual Fee must be paid by you to **motoreasy** at the time that your application is made except where you have arranged for payment in instalments under any finance arrangements that may be offered to you via **motoreasy**. The Annual Fee or any instalment taken is refundable should the application be unsuccessful.
- 1.2 Your application must be made in respect of a specified vehicle.
- 1.3 The information provided upon your application will be assessed. Following such assessment your application will, within seven (7) days, either be:
 - 1.3.1 accepted, in which case, a Membership Handbook and Welcome Letter will be forwarded to you specifying the date on which your membership will commence (the “Date of Acceptance”);
 - 1.3.2 rejected, in which case you will be notified to such effect.
- 1.4 **motoreasy** reserves the right to reject any application for membership or renewal at its sole discretion without giving reason.

2 Membership

- 2.1 Your membership of **motoreasy** shall commence on the Date of Acceptance and continue for 12 months. This period is known as the Membership Year. Your membership may be suspended or cancelled for any reason set out in Clause 7.
- 2.2 You will be issued with two Membership Cards to demonstrate your membership of **motoreasy**. These cards must be used at all times for the relevant Service Provider to authorise your entitlement to the Services.
- 2.3 Your Membership Cards may only be used in connection with the Registered Vehicle and their use is at all times governed by these Conditions.
- 2.4 Unless otherwise specifically stated, your membership is valid for use in the UK only.

3 Annual Subscription and Renewals

- 3.1 You are liable to pay to **motoreasy** or its elected representative the full Annual Fee at the Date of Acceptance. Where **motoreasy** allows you to make payment by instalments under any finance arrangements, this is for the convenience of the Member only. You will remain fully liable to repay the entire Annual Fee, even if the Registered Vehicle is sold, destroyed or otherwise disposed of during the year and/or your membership is cancelled or suspended for any reason. Your residual membership will possibly have a value for insurance purposes.
- 3.2 Membership of **motoreasy** may be renewed for further periods of one year upon payment of such further Annual Fee as is determined by **motoreasy** at its sole discretion, provided that such Annual Fee is received by **motoreasy** (or a monthly instalment plan is agreed by **motoreasy**) in advance of each anniversary of the Date of Acceptance (the “Renewal Date”).
- 3.3 **motoreasy** agrees to notify you one (1) calendar month in advance of each Renewal Date to ask whether you wish to renew your membership and to notify you of any alteration to the Annual Fee.
- 3.4 Where **motoreasy** does not receive payment on the date that such payment is due as specified in these Conditions (the “Due Date”), **motoreasy** reserves the right to cancel your membership and call for the return of the Membership Cards.

4 Our Obligations to You

- 4.1 As a member of **motoreasy**, you will be eligible to receive the services identified in your Membership Handbook (the “Services”) in respect of the Registered Vehicle, subject always to the further terms, conditions and limitations stated in respect of each of the Services and subject to your complying with the procedures set out in the Membership Handbook. The Services will be provided by selected service providers approved by **motoreasy** (the “Service Providers”) from time to time at our sole discretion.
- 4.2 We will use all reasonable endeavours to ensure that the Services are available to you from our selected Service Providers during the period of your membership in accordance with the terms of your Membership Handbook. However, we cannot guarantee that the Services will be available from each of the relevant Service Providers as specified in the Membership Handbook as there may be reasons beyond our control that mean that certain Services are not available from certain Service Providers at particular times.
- 4.3 We will be entitled to suspend the supply of any Service if, as a result of reasons beyond our control, there are no Service Providers able to supply the Service. If the provision of any Service is suspended for longer than 28 days and you require use of that Service, **motoreasy** will use all reasonable endeavours to provide alternative arrangements to you.
- 4.4 Delays may occur in the provision of the Services as a result of problems that arise where vehicles contain engine management systems or other software that is not Year 2000 compliant. **motoreasy** will not be liable for any such delays.
- 4.5 It is our objective regularly to review and seek improvements to the **motoreasy** scheme and we reserve the right to withdraw, add to or change Service Providers at any time. You will be notified of any such changes.
- 4.6 We will provide a telephone response service to your calls for assistance under the **motoreasy** scheme which, in normal operating circumstances, will be available at all times and we will use all reasonable endeavours to ensure that your calls are dealt with promptly.
- 4.7 Any concern or complaint you may have in connection with **motoreasy** or any Service Provider will be investigated promptly. We will endeavour to give an initial response to, or resolve all complaints received, within seven working days. Written complaints should be addressed to the **motoreasy** Member Satisfaction Department at our Freepost Address.

5 Provision of the Services

- 5.1 For each Service required, you must contact the relevant Service Number provided to you by **motoreasy**, quoting your Membership Number.
- 5.2 The Services will be provided in respect of the Registered Vehicle by the relevant Service Provider without charge (subject to stated limits, and subject to the necessary prior authorisation).
- 5.3 These conditions do not affect any legal rights that you may have in respect of the Service Providers or Services.
- 5.4 The Mechanical Breakdown Insurance, MOT Insurance and Breakdown Recovery, which form part of the **motoreasy** scheme, are provided to you under separate insurance policies. The terms of these policies will be included in your Membership Handbook and in order for you to benefit from these insurance policies you must comply with their terms.

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- 5.5 You hereby appoint **motoreasy** as your representative to claim on the Mechanical Breakdown Insurance and MOT Expenses Insurance on your behalf. Provided that you have complied with the terms of these policies, **motoreasy** or its elected representative will process any claim for you.
- 6 Your Responsibilities to Us**
- 6.1 It is your responsibility to ensure that your Membership Cards are used only in accordance with these Conditions and any additional terms subsequently issued by us governing the operation of **motoreasy**.
- 6.2 It is your responsibility to keep your Membership Cards safely. We have no liability if your Membership Cards are lost, stolen or misused. You must inform us immediately if a Membership Card is lost or stolen.
- 6.3 Your Membership Cards must not be used fraudulently or otherwise than in accordance with these Conditions and **motoreasy** standard procedures. You must not use your Membership Cards after they have ceased to be valid. You must not use your Membership Cards in the event that any payment due to **motoreasy** is knowingly not made by the due date.
- 6.4 You will indemnify us against all costs, expenses and claims of whatever nature that we may incur (whether directly ourselves or in respect of any Service Providers or financial intermediary) by reason of your improper use of your Membership Cards.
- 6.5 In the event that any payment due from you to **motoreasy** is not paid on the Due Date for whatever reason, we reserve the right to levy a charge to you to cover the costs of administration in calling for payments to be brought up to date or setting up new payment mandates for you.
- 6.6 To assist **motoreasy** in providing Accident Assistance, if required, you will permit **motoreasy** or the relevant Service Provider to contact the insurance company from which you have purchased motor insurance in respect of the Registered Vehicle.
- 6.7 It is your responsibility to comply with the terms of your motor insurance in respect of the Registered Vehicle. Neither **motoreasy** nor any of its elected representatives nor any Service Provider will be liable if you fail to do so or if your use of any of the Services prejudices or conflicts with any rights or obligations which you may have under the terms of your motor insurance policy.
- 7 Membership Cards**
- 7.1 Your Membership Cards will cease to be valid if we have given you notice that they have been cancelled, withdrawn or suspended, which we may do in all or any of the following circumstances:
- 7.1.1 If you fail to make payments for your membership or any other expense within the stated time scale as agreed with us from time to time; or
- 7.1.2 If we become aware of any breach of any of your responsibilities to us under these Conditions or any failure on your part to comply with the provisions set out in your Membership Handbook.
- 7.2 Your Membership Cards remain the property of **motoreasy** at all times and must be returned to **motoreasy**, or any of its elected representatives, upon request or in any event upon non-payment of any sums due from you to **motoreasy** by the relevant Due Date.
- 8 Limitation of Liability**
- 8.1 We shall not be liable to you in contract, tort or otherwise (including negligence) for loss of profits, business or anticipated savings, or for any indirect or consequential loss or damage whatsoever.
- 8.2 We are not liable for any failure to comply with these Conditions by reason of matters beyond our reasonable control (including without limitation, any industrial disputes involving our employees or the employees of the Service Providers).
- 8.3 The limitations on our liability contained in this Clause 8 apply also to any Services supplied by us or any of our elected representatives, or our Service Providers or any associated company of any of us, together with all other specific exclusions and limitations set out in the Membership Handbook so far as permissible in law and we do not have any implied obligation, duty or liability in contract, tort or otherwise in addition to those explicitly stated in these Conditions.
- 8.4 Notwithstanding anything contained in this Condition 8, we do not exclude or restrict our liability for death or personal injury resulting from our negligence.
- 8.5 Each provision of this Condition 8 operates separately in itself and survives independently of the others.
- 9 Refund Policy**
- 9.1 Our refund policy is as follows:
- 9.1.1 We will refund your entire membership fee to you if your application to the **motoreasy** scheme under Condition 1 above is, for any reason, unsuccessful; or
- 9.1.2 We will refund your entire paid membership fee to you if you cancel your policy within 14 days of the date of your Welcome Letter. We require written notification from you that you wish to cancel your membership. However, you will not be entitled to cancel where you have used any Services within the initial 14-day period.
- 9.2 Refunds are not normally available in any other circumstances.
- 9.3 The **motoreasy** scheme provides cover for various Services that can be taken throughout the Membership Year, with the Annual Fee due in full at joining or renewal. We may allow you to spread the amount over the Membership Year under approved finance arrangements, for your convenience if you so choose, but this does not alter the fact that the whole Annual Fee, plus any cost accruing at any time, is due until payment is received in full. Should you sell or transfer ownership of the Registered Vehicle, then you must continue with your monthly payments until any residual amount of the full Annual Fee plus any costs accruing, or owing, at that time have been paid in full. Alternatively you may choose to settle any outstanding amount immediately with one single payment.
- 10 Data Protection**
- By applying to the **motoreasy** scheme, you give your consent for us to hold the information you provide to us on a database, process that information for purposes related to the supply of Services to you and to share that information with companies in our group in the UK and internationally. You further consent to our making your details available to appropriate external companies for marketing purposes. If you do not wish your details to be disclosed to external companies and used for marketing purposes please let us know in writing.
- 11 General**
- 11.1 If any provision contained within these Terms and Conditions is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected by that finding.
- 11.2 These Conditions and the remaining terms of the Membership Information and the Membership Handbook set out the full extent of your rights as a member of the **motoreasy** scheme and our obligations to you as a member.
- 11.3 The contract between us constituted by these Conditions shall be subject to English Law and you agree to submit any dispute or claim under it to the English Courts.
- 12 Correspondence**
- 12.1 All written correspondence to **motoreasy** should be sent to our Member Satisfaction Department at: **MOTOREASY**, Freepost NAT11770, Reading RG4 8BR.
- 12.2 All correspondence sent by first class post to the address given above is considered to have been received by **motoreasy** two days following the date of posting.
- 12.3 We will address all correspondence to you at the address stated on your Welcome letter, unless you notify us otherwise.