

# Terms of use

These Terms of Use apply to this AutoTrust website ("this Website") operated by Car Care Plan Limited (a limited company registered in England, registration number 850195, and whose registered address is Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire, BD3 7AG ("Car Care Plan", "we", "us", "our"). Other Car Care Plan websites will have their own terms of use. These Terms of Use are effective from 1<sup>st</sup> April 2016 and, together with our Privacy Policy, govern Car Care Plan's relationship with you ("you", "your") in relation to this Website.

By using this Website, you agree to comply with and be bound by these Terms of Use, which shall take effect immediately upon your first use of this Website.

We reserve the right to amend our Terms of Use at any time, and you should check for updates from time to time. The amended Terms of Use will be effective from the date they are posted on this Website.

## Our company

We are authorised and regulated by the Financial Conduct Authority as a general insurance intermediary.

Our products conform to the Motor Industry Code of Practice for Vehicle Warranty Products. In addition to your statutory rights, should you remain dissatisfied with any decision made you may refer the dispute to the Motor Industry Codes Advisory and Conciliation Service.

Consumer Advice line: 0843 910 9000

Motor Codes Ltd  
London  
SW1P 2BN

For more information on the Code and what it means for you please visit: [www.motorcodes.co.uk](http://www.motorcodes.co.uk)

## Our website

Every effort is made to ensure that this Website operates correctly and runs smoothly. We provide no warranty or guarantee as to the accuracy, timeliness, performance, completeness, satisfactory quality, suitability or fitness for a particular purpose of the information and materials found or offered on this Website.

We take no responsibility for, and will not be liable for, this Website being temporarily unavailable due to technical issues beyond our control.

## Complaints

At Car Care Plan we operate to very high standards. If you are not happy with the level of service you have received, we'd like you to tell us so we can make improvements. Complaints should be directed to our Customer Services team on 0344 573 8000 or in writing to the 'Customer Services Manager' at the registered address above.

We aim to acknowledge your complaint within five business days and you will be informed of who is dealing with your complaint. However, it may take up to 20 business days to provide a full written response, or explain the current position of your complaint and provide you with an indication as to when we expect to provide our final response. If there are elements of the complaint or investigation into the complaint which are out of our control, this may well cause further delay, which we will not be liable for.

If you have been given a final response and you are still dissatisfied then you are entitled to refer your complaint to the Financial Ombudsman Service (FOS) who can be contacted at:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Any decision made by the Financial Ombudsman Service is only binding on Car Care Plan and its insurers.

## **Links to other sites**

There may be links from this Website to third party websites not under our control. These links are provided for your convenience only, and their inclusion does not imply any endorsement or reliability by us of any such website(s) and you should read the terms and conditions of those websites before using them. We accept no liability for any statements, information, content, products or services that are published on, or may be accessible from, these third party websites. We can also give no guarantee they are free from viruses or anything else that could be infectious or destructive.

## **Website content and functionality**

We endeavour to ensure the information contained and displayed on this Website is accurate and up-to-date. However, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to this Website or the information, products, services, or related graphics contained on this Website for any purpose. Any reliance you place on such information is strictly at your own risk.

We do not guarantee that this website will be compatible with all or any hardware and software which you may use.

## **Liability**

These Terms of Use do not exclude our liability to you (if any) for:

- personal injury or death resulting from our negligence;
- fraud;
- any matter for which it would be illegal for us to exclude or to attempt to exclude our liability.

We are only liable to you for losses which you suffer as a result of a breach by us of these Terms of Use. We are not responsible to you for any losses which you may incur which were not a foreseeable consequence of us breaking these Terms of Use. Our liability shall not in any circumstances include any indirect, special or consequential losses that you may incur, including but not limited to loss of data, loss of profit and business interruption.

## **Intellectual Property**

All copyright, trademarks, design rights, patents and other intellectual property and other proprietary rights located on this Website shall remain vested in Car Care Plan or its licensors. You may not copy, redistribute, republish or otherwise make the materials on this website available to anyone else without our prior consent in writing.

You may print or download materials from this Website and/or copy the content to other individuals for their information, provided that:

- no materials are modified in any way;
- no graphics are used without the accompanying text;
- our copyright and trade mark notices appear in all copies and you acknowledge this Website as the source of the material; and
- the person to whom you provide these materials are made aware of the restrictions contained in these Terms of Use.

Nothing in these Terms of Use shall be construed as conferring any license or right to use any intellectual property rights owned by, or licensed to, Car Care Plan.

## **Modification of these Terms of Use**

Car Care Plan reserves the right to change the terms, conditions, and notices under which this Website is offered.

## **No contracting**

This Website is a purely 'information-only' website and does not support any commercial or monetary transactions. Nothing on this Website is intended to be nor should be construed as an offer to enter into a contractual relationship with you or anyone else, except for these Terms of Use which govern the relationship between us in relation to your use of this Website and its associated facilities and services.

If you make a contract with a third party who is named or referred to on this Website, it is your responsibility to ensure that you are comfortable with the terms of that contract and to take legal advice if necessary.

## **General**

If any of these Terms of Use are determined to be illegal, invalid or otherwise unenforceable, then to the extent that term is illegal, invalid or unenforceable, it shall be severed and deleted from these Terms of Use, and the remaining Terms of Use shall survive and continue to be binding and enforceable. Any failure or delay of Car Care Plan to exercise or enforce its rights under these Terms of Use will not affect or restrict Car Care Plan's right to enforce such rights.

These Terms of Use contain, all the terms which the parties have agreed in relation to the subject matter of these Terms of Use, and supersedes any prior written or oral agreements, representations or understandings between the parties in relation to such subject matter.

You acknowledge that these Terms of Use have not been entered into wholly or partly in reliance on, nor have you been given any warranty, statement, promise or representation made by or on behalf of us and other than as expressly set out in these Terms of Use. To the extent that any such warranties, statements, promises or representations have been given you unconditionally and irrevocably waive any claims, rights or remedies which it might otherwise have had in relation to them.

Nothing in these Terms of Use will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

You and Car Care Plan do not intend that these Terms of Use will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it. These Terms of Use shall be governed by and interpreted in accordance with the laws of England and Wales. The courts of England and Wales will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with these Terms of Use.