

Hassle-free  
motoring  
all taken care of.



Tyre maintenance plan

Terms and conditions

EMaC.

Thank you for choosing EMaC. In this document you will find useful information regarding your Tyre Maintenance Plan, including its full Terms and Conditions.

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### 1. INTRODUCTION

Welcome to your Tyre Maintenance Plan.

It is important that you read the contents of this document carefully, as it covers subjects such as:

- When and how to request Maintenance Inspections and/or Repairs (Maintenance Events)
- What is provided under the Plan
- What is excluded under the Plan
- Your responsibilities

We hope you find everything you need in this document, however if anything is unclear, please do not hesitate to contact our friendly team who will be more than happy to help. You will find our contact details in Section 7.

If you require this document in a different format, you can call us on 0330 0996 815 to discuss your individual requirements further.

### 2. YOUR MAINTENANCE PLAN

Your Tyre Maintenance Plan is not an insurance policy and is not regulated by the Financial Conduct Authority (FCA). It is an Agreement to provide routine Maintenance Inspections and/or Repairs. For further details please refer to Section 11.

### 3. HOW TO BOOK YOUR MOTORCYCLE IN FOR AN INSPECTION OR REPAIRS (MAINTENANCE EVENT)

To book your motorcycle in for an Inspection or Repair (Maintenance Event) please contact the Approved Dealer.

**Please do not proceed with any Repairs until the request has been authorised by us. It is your responsibility to ensure the Maintenance Agent contacts us before any work is started.**

To keep your motorcycle in the best condition, we recommend you contact us to book a quarterly Maintenance Inspection and any necessary Repairs.

If you don't book your quarterly Maintenance Inspection, it will not affect your Agreement.

Once your motorcycle is booked in for its Maintenance Event, you must take your motorcycle to the Maintenance Agent or suitable location at the time and date agreed.

During your appointment, we will need access to your motorcycle, and we may investigate the request further. We may ask for further photographic evidence of the area that requires Repair.

**Only our appointed Maintenance Agents can complete Maintenance Events.**

### 4. ELIGIBILITY

Your motorcycle must:

- Be built to and not be modified outside of manufacturer's specifications.
- Not be used for hire or reward, commercial use, professional instruction, competition or off-road use, motorcycle rally, motorcycle racing, speed or duration tests, track days or any practice for these events whether they are timed or untimed.
- Not be a motorcycle used in a Public Services capacity, for example within police force, military service or fire service.

### 5. BENEFITS

This Tyre Maintenance Plan is an annual service contract provided by EMaC through an initial and 4 quarterly Maintenance Events per annum for the duration detailed in the Plan Schedule.

The Tyre Maintenance Plan provides regular attention via the Maintenance Events. This helps to maintain the appearance of your motorcycle at a saving on the cost of such Maintenance Events, if purchased separately. The Tyre Maintenance Plan is intended to manage the expected effects of regular motoring and not the type of accidental or other damage covered by a motor insurance policy.

**A Maintenance Event consists of a Maintenance Inspection and any Repairs identified during that Maintenance Inspection. The Plan provides one Maintenance Event per quarter.**

The details of the inclusions and exclusions of the Maintenance Event are:

#### **Maintenance Events:**

##### **A: Maintenance Inspection**

The Maintenance Inspection will comprise of a visual check of the items listed in Section 1 below.

##### **Section 1**

- 1) Measure tread depth across all sections of each Tyre.
- 2) Any Tyre damage (including punctures).
- 3) Any contamination or foreign objects.
- 4) Any ageing/deterioration of the rubber.
- 5) Any previous Repairs not in accordance with British Standards.

If the Maintenance Inspection identifies any required Repair(s), the Maintenance Agent will advise you of any recommended Repair(s) and whether it is included under the Plan (see Section 5 B for details).

##### **B: Repairs**

As part of the Plan, we include Repairs for the items identified during the Maintenance Inspection as listed in Section 5 A (Section 1), if caused due to usage, from the Plan Start Date and for the duration of the Plan term as stated in the Plan Schedule.

If the Tyre cannot be repaired by our Maintenance Agents, then it will be replaced by the Maintenance Agent.

Any Repair or condition specifically listed under the heading 'Repairs which are not included'

in Section 5 B will not be included under the Plan.  
All Repairs are guaranteed for the duration of the Agreement.

**Repairs which are included:**

**An unlimited number of Repairs and if a Repair cannot be completed, up to a maximum of 2 Tyre Replacements per annum**, from the Plan Start Date and for the duration of this Agreement.

**Repairs which are not included:**

- Any Repair request where the Maintenance Event was not completed during the period specified in Section 6.
- The costs relating to losses normally covered under a comprehensive motor insurance policy (whether an excess applies or not) or losses resulting from a road traffic accident to the motorcycle.
- Any Repair because of fire or theft of the motorcycles Tyres.
- Any Tyre Repairs/Replacement if the tread depth is less than the legal limit.
- General wear and tear, oxidisation, or damage caused by hail or corrosion.
- Repair required because of neglect or a defect.
- Any loss of use of your motorcycle.
- Additional costs of any kind not covered by this Agreement.

## 6. COMMENCEMENT AND DURATION

This Agreement commences from the Plan Start Date shown on your Plan Schedule. It will continue until the Expiry Date shown on your Plan Schedule subject to adherence to these Terms and Conditions.

The first quarterly Maintenance Event can be carried out within 3 months after the Plan Start Date stated in the Plan Schedule and each subsequent Maintenance Event within 3 months of the last day of the previous quarter.

## 7. GENERAL

- A. Transfer:** This Agreement can be transferred to the next private owner of your motorcycle within 14 days of the date of the sale of the motorcycle. You can do this by emailing the Administrator using the contact details in Section 7 E, to request a transfer of ownership. A transfer can only be made in the event of the motorcycle being sold by the registered keeper to another private individual (not to a motor trader or retailer).
- B. Telephone calls:** Any call made in connection with your Agreement may be monitored as part of training and quality assurance processes.
- C. Misinformation:** When applying for this Agreement or submitting a request, you or anyone acting on your behalf must take reasonable care to answer all questions honestly and to the best of your/their knowledge. Failure to do so may affect the validity of your Agreement and the provision of services (including Repairs).
- D. Governing Law:** This Agreement is governed by the laws of England and Wales.
- E. Cancellation & Refunds:**

If you cancel this Agreement:

- **Within 14 days of the Plan Start Date:** If you have not used any of the benefits

detailed under Section 5 of this Agreement, you may cancel this Agreement within 14 days from the Plan Start Date. You will be refunded the Product Price stated in your Plan Schedule by returning to the Approved Dealer.

- **After 14 days of the Plan Start Date:** If you have not used any of the benefits detailed under Section 5 of this Agreement, you may cancel this Agreement, and you will be issued a pro-rata refund of Product Price for every full unused month until the expiry date stated in your Plan Schedule. To cancel email us at: [cosmetic@emac.co.uk](mailto:cosmetic@emac.co.uk)

The Administrator will deduct a £36 administration fee from the refund balance. For example:

- Purchase Price: £499
- Term: 36 months
- Cancelled month: 24
- Remaining months: 12
- Refund due: £130.32 ((£499 / 36 = £13.86 per month) x 12 months = £166.32)

- Less cancellation fee of £36

- Balance due: £130.32

- The Administrator will calculate the balance due, and the Approved Dealer will contact you to obtain your bank account details to complete the transfer of the balance due directly to your account.

Please allow up to 30 days for the refund process to be completed

- If you have used any of the benefits detailed under Section 5 of this Agreement, you may cancel this Agreement, however you will not be able to claim any refund.

For general queries, or to notify us of changes to your Tyre Maintenance Plan e.g. private registration plates or contact details or address changes, you can email us at; [cosmetic@emac.co.uk](mailto:cosmetic@emac.co.uk). Please do so from the email address registered on your Tyre Maintenance Plan.

**F. Termination:** If you do not comply with these Terms and Conditions, the Agreement will terminate immediately.

## 8. COMPLAINTS

We hope you are satisfied with your purchase; however, we understand sometimes things may go wrong.

If you have a complaint regarding the sale of this Tyre Maintenance Plan, you should contact the Approved Dealer.

If you have a complaint regarding the contents of this Agreement, you should contact EMaC's Customer Care Team using the following contact details:

Address: Customer Care Team, EMaC Limited, EMaC House, Southmere Court, Crewe Business Park, Crewe CW1 6GU.

Email: [complaints@emac.co.uk](mailto:complaints@emac.co.uk)

Telephone: 0330 0996 815

You can find our Complaints Policy at: [www.emac.co.uk/complaints/](http://www.emac.co.uk/complaints/)

Should our Customer Care Team not be able to resolve your complaint you may contact The Motor Ombudsman at:

<https://www.themotorombudsman.org/consumers/make-a-complaint>

Address: The Motor Ombudsman, 71 Great Peter Street, London, SW1P 2BN

Telephone: 0345 241 3008

**None of the above affects your rights to legal action.**

## 9. DATA PROTECTION

### Data Protection Act 2018.

For the purposes of the Data Protection Act 2018. The Data Controller and the Data Processor may share the information provided, together with other information, with organisations who are the Data Controller or the Data Processor's business partners, suppliers or agents, for the purposes of customer services, order fulfilment and financial and account administration. The Data Controller and the Data Processor will not transfer the information you provide to any country outside of the European Economic Area. When you have given the Data Controller information about another person, you confirm that they have authorised you to act for them, to consent to the processing and use of their personal data in the manner described in this notice and to receive on their behalf any Data Protection Notice. You have the right to ask for a copy of your information (for which the Data Controller or Data Processor may charge a fee in accordance with Data Protection Legislation) and to correct any inaccuracies. The Data Controller or Data Processor may monitor and/or record telephone calls for staff training and security purposes, and to improve the quality of services that are provided.

## 10. DEFINITIONS

**Administrator:** The Administrator of this Agreement is EMaC Limited, EMaC House, Southmere Court, Crewe Business Park, Crewe CW1 6GU, registered number 03158541. The Administrator is appointed as your first point of contact. The Provider may also use additional contractors to provide administration services and technical support. The Provider reserves the right to change the appointed Administrator at any time and will write to inform you prior to such a change.

**Agreement:** We base this Tyre Maintenance Plan on the information you have provided to the Approved Dealer where you purchased your motorcycle. The information is used to produce the Plan Schedule, which together with these terms and conditions constitute our entire Agreement with you.

**Approved Dealer:** The dealer detailed in the Plan Schedule.

**Data Controller:** The Approved Dealer.

**Data Processor:** The Administrator.

**Maintenance Agent:** The Approved Dealer and any other third party appointed by the Provider for the provision of the services detailed under Maintenance Events.

**Maintenance Event:** A Maintenance Inspection and resulting Repairs included in the Plan. Maintenance Events shall be limited to one in any three-month period starting three months after the Initial Inspection. Subsequent Repair requests in the same period of time will not be approved. Resulting Repairs shall be limited to unlimited Repairs and 2 tyre replacements per annum.

**Maintenance Inspection:** As determined in Section 5 A.

**Plan Schedule:** The document that the Approved Dealer provided you with, which contains your details, your motorcycle details and the Plan Start Date.

**Plan Start Date:** The date stated on the Plan Schedule.

**Public Services:** Government-offered services that help members of a community.

**Provider/We/Our/Us:** This Agreement is a contract between you and the Provider.

The Provider is EMaC Limited, EMaC House, Southmere Court, Crewe Business Park, Crewe CW1 6GU whose registered company number is 03158541.

**Repair:** As detailed at Section 5B, a repair to a British Safety Standard by using a Tyre Repair plug patch.

**Tyre:** The Tyres fitted to the motorcycle which must be of the same rating/size and make as at the Start Date including the spare Tyre.

**You, your:** The legal owner or registered keeper of the motorcycle as named on the Plan Schedule.

## 11. THE AGREEMENT

**Your Tyre Maintenance Plan is not an insurance policy and is not regulated by the Financial Conduct Authority (FCA). It is an Agreement to provide routine Maintenance Inspections and/or Repairs.**

You acknowledge and agree that this Tyre Maintenance Plan does not involve the transfer of any risk to us. We do not assume any general or undefined risks beyond those explicitly stated in this document. Our liability is limited to the benefits as outlined in this document and do not include any insurance-like obligations.

The Maintenance and Repair obligations under this Tyre Maintenance Plan are not contingent upon the occurrence of any uncertain or adverse events.

The payments made by you are for Maintenance and Repair services and are contingent upon specified future events. The parties agree that the amount of payment made by you is based on the costs of the Maintenance Inspections and Repairs which are the anticipated cost of providing the agreed-upon services in response to the events determined in this Agreement.

Please be aware that the benefits provided under this Agreement are limited to Maintenance Inspection and Repairs and are not intended to serve as coverage for accidental damage or losses typically covered under a comprehensive motor insurance policy.

The Tyre Maintenance Plan is intended to manage the expected effects of regular motoring and not the type of accidental or other damage covered by a motor insurance policy.

The Plan Schedule, which together with these Tyre Maintenance Plan terms and conditions constitute our entire Agreement with you.



Hassle-free  
motoring  
all taken care of.

**E:** [cosmetic@emac.co.uk](mailto:cosmetic@emac.co.uk)

**W:** [emac.co.uk](http://emac.co.uk)

**EMaC.**