



Tyre Insurance Policy Document



Introduction

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Welcome to Direct GAP Tyre Insurance.

This policy has been specially designed to protect you against the unforeseen costs of having to replace or repair the tyres on your vehicle prematurely, as a result of accidental damage, puncture or malicious damage by a third party.

Please make sure you fully understand the terms and conditions relating to the policy – in particular the process for making a claim – and also check the details on your Validation Certificate and tell us immediately if there are any mistakes.

Always keep this document in your vehicle so you have it to hand if you need to make a claim.

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Contractual Agreement

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This policy wording is evidence of a legally binding contract of insurance between **You** and Motors Insurance Company Limited (hereinafter known as the '**Insurer**', '**We**', '**Our**', '**Us**').

Motors Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under number 202875.

This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/register.

This policy is administered by Car Care Plan Limited (hereinafter known as the '**Administrator**') which is authorised and regulated by the Financial Conduct Authority.

Definitions

The following words or expressions will have the specific meanings described below. They have the same meaning throughout this document and appear in bold type:

Administrator – Car Care Plan Limited, Jubilee House,
5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

Claim Limit – The maximum amount that can be claimed per **Tyre** for any one event during the **Period of Insurance**. This policy has a maximum claim limit per **Tyre** of £150 or £300 including VAT, for either standard or run-flat **Tyres**, depending on which policy type has been chosen.

Consequential Loss – Any other costs which are directly or indirectly caused by the event which led to **Your** claim unless specifically stated in this policy.

Damage(d) – The sudden and unforeseen deflation of a **Tyre** arising from accidental damage to the **Tyre** itself, or malicious damage to the **Tyre** or valve from a third party, necessitating immediate repair or replacement before normal use can be resumed. Further cover for damage to **Tyre** sidewalls is provided without sudden and unforeseen deflation, provided that the **Tyre** is deemed illegal as determined by UK MOT testing standards.

‘E’ Marked Tyres – The ‘E’ Mark is a European recognised quality mark for tyres. All passenger car tyres sold in the EU must be stamped with the ‘E’ Mark on their sidewall to indicate that they comply with current legislation.

Endorsement – Statements, found in **Your Validation Certificate**, that either show changes to the terms of **Your** policy or terms that apply specifically to **You**.

Expiry Date – The date the insurance cover ends as shown on **Your Validation Certificate**.

Insurer – Motors Insurance Company Limited, Jubilee House,
5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

Introducer – The party, person or company who has arranged this insurance on **Your** behalf.

Period of Insurance – The period specified on **Your Validation Certificate**.

Policy Limit – The maximum number of claims that can be made for repairs to **Your Tyre(s)** per annum during the **Period of Insurance**.

Premium – The total amount **You** have agreed to pay **Us** for this insurance policy.

Proposal – The document or declaration that records the information **You** gave **Us** when **You** bought **Your** policy and which **Your** contract with **Us** is based on.

Repair Cost – The reasonable cost of repair materials, including the cost of a new valve if necessary; and the reasonable labour cost of repairing, fitting and balancing of the repaired **Tyre**. A maximum of £50 per puncture repair can be claimed.

Repaire – Any full time business providing the supply and fitting of car tyres can be used, on the basis that all claims conditions as contained within this policy are adhered to.

Replacement Cost – The reasonable cost of a like for like **Tyre** of similar make and quality as the damaged **Tyre**, including the cost of a new valve if necessary; and the reasonable labour cost of fitting and balancing of the new **Tyre**. Should the cost of the replacement tyre exceed the maximum **Claim Limit** per **Tyre**, you will be reimbursed up to the maximum **Claim Limit**.

Definitions (continued)

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Start Date – The date the insurance cover commences as shown on **Your Validation Certificate**.

Territorial Limits – The United Kingdom, excluding the Isle of Wight and the Islands of Scotland (including the Shetland, Orkney, Inner Hebrides and Outer Hebrides Islands). Please note that this means the Isle of Man is also excluded.

Tyre(s) – Any four **Tyres** fitted to **Your Vehicle** in each 12 month **Period of Insurance**. All Tyres must be **'E' Marked**.

Validation Certificate – This document will be provided to **You** when **You** take out this policy and will contain details about **You** and the **Vehicle** upon which this policy will apply. It will also provide the effective **Start Date** and **Expiry Date** of the policy.

We, Us, Our – Motors Insurance Company Limited.

Wear and Tear – Damage to Tyre(s) which have reached the end of their normal effective working lives because of age and/or usage or where the **Tyre** tread depth is less than 2mm across any tread area of the **Tyre**.

You, Your, Insured – A private individual who is resident in the **Territorial Limits** and who has purchased an eligible **Vehicle** and has paid the necessary **Premium** under this policy.

Your Vehicle – The **Vehicle** detailed on the **Validation Certificate** being under 3 years and having covered fewer than 50,000 miles at the **Start Date** of the policy.

About Your Policy

We will provide cover under the terms, exceptions, conditions and any **Endorsement** of this policy, relating to any **Period of Insurance** for which **We** have accepted **Your Premium**, and **You** have made payment in full or have entered into an agreement to pay **Your Premium**.

This contract is based on the **Proposal** (or any statement of facts or statement of insurance **We** prepare using the information **You** have provided), and any declaration **You** make.

This policy gives full details of **Your** cover. **You** will also receive a **Validation Certificate** which contains information about **You**, **Your Vehicle**, **Your Period of Insurance** and any **Endorsement(s)**. This document together with **Your Validation Certificate** is **Your** policy and should be read as one document. Please read them both carefully and make sure that they meet **Your** needs.

If **You** have any questions, please contact the **Introducer** or the **Administrator** and they will help **You**.

Please keep all **Your** insurance documents in a safe place, as **You** will need them if **You** want to make a claim.

Eligibility

You are eligible for cover if at the **Start Date** of the policy:

- a) **Your Vehicle** is less than 3 years old and has fewer than 50,000 miles on the odometer;
- b) The **Tyres** fitted to **Your Vehicle** are of the original manufacturers specification, are 'E' **Marked** and have a minimum of 2mm tread depth across all the tread of the **Tyre**.

Period of Insurance Cover

The **Validation Certificate** **You** have been provided with will provide details as to when this policy commences (the **Start Date**). Expiry of **Your** policy will occur in the event of the following:

- The **Expiry Date**, as shown on **Your Validation Certificate**;
- **You**, or anyone representing **You**, defrauds or deliberately misleads the **Insurer** or the **Administrator**;
- **Your Vehicle** is sold or transferred to a new owner;
- The **Policy Limit** has been reached.

This policy is non-renewable and cannot be transferred.

Cover Provided

You are covered up to the **Policy Limit** and **Claim Limit** shown on **Your Validation Certificate** for **Tyres**, which require repair or replacement as a result of **Damage** occurring during the **Period of Insurance**, subject to the terms, exclusions and conditions detailed within this policy document.

Your **Policy Limit** is a maximum of 4 claims per annum of cover.

Exclusions

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This policy does not cover the following:

- **Your Vehicle** if it is over 3 years old at the **Start Date** of this policy.
- **Your Vehicle** if it has covered over 50,000 miles at the **Start Date** of this policy.
- Where **Your Vehicle** is used as an emergency vehicle, taxi, or bus, for driving school tuition, dispatch, commercial travel that is not covered under motor insurance Business Use Classes 1 and 2, hire or reward of whatsoever nature, off road use (including all Quad Bikes), road racing, track day participation, rallying, pace-making, speed testing or any other competitive event, or is a commercial vehicle in excess of 3.5 tonnes Gross **Vehicle** Weight (GVW) or a motorcycle.
- **Damage** to your **Tyre** reported within the first 30 days of purchasing this policy.
- Where **Your Vehicle** is owned temporarily or otherwise (resulting from trade-in or acquisition for the purposes of resale) by a business formed for the purposes of selling or servicing motor vehicles.
- **Wear and Tear**, including any unevenly worn **Tyres** caused by defective steering geometry outside manufacturer's recommended limits, or wheel balance; failure of a suspension component or shock absorber or which in the opinion of a qualified engineer was caused wholly or partly from a lack of maintenance e.g. incorrect tyre pressure.
- **Tyres** which have been modified in any way from the manufacturer's specification.
- Any **Damage**:
 - i. where the fault or **Damage** occurred before the **Start Date** of this insurance, or incurred due to the **Vehicle** being driven following the initial failure.
 - ii. caused by fire, any road traffic accident, or where the **Vehicle** is a total loss.
 - iii. where damage is caused to any other part of the **Vehicle** by the same incident which is part of a road traffic accident or road risk insurance claim.
- Loss of whatsoever nature arising directly or indirectly, in whole or in part, due to any act or omission which is wilful, unlawful or negligent on **Your** part.
- Any malicious damage claim, which is not accompanied by a valid and substantiated crime reference number.
- Theft of the **Tyre(s)**.
- Any claim where at the time of **Damage** the **Tyre** tread depth is less than 2mm across any tread area of the **Tyre**.
- Manufacturing defects or faults including manufacturer's recall.
- **Tyre(s)** which are not '**E**' **Marked** and any claim where there has been an attempt to remove the serial number or other identifying marks from the **Tyre(s)**.

Exclusions (continued)

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- VAT where **You** are **VAT** registered.
- Any costs incurred in excess of or outside the liability under this insurance including any form of **Consequential Loss**, depreciation or diminution in value.
- Faults in workmanship or materials, or any **Consequential Loss** in repairs paid for by **Us** on **Your** behalf. It is **Your** responsibility to meet any **Repairer** charges in excess of, or rejected as not being **Our** liability.
- Where it is discovered that this policy was purchased more than 30 days following the delivery date of **Your Vehicle**.

How to Claim

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If **Damage** occurs please contact the **Administrator** and report **Your** claim according to the following procedure:

- 1) Contact the **Administrator's** Claims Department – telephone number is **0344 573 8002**.
- 2) For Claims Authorisation the **Repairer** must:
 - Advise **Us** of **Your** policy number and **Vehicle** details
 - Confirm the minimum tread depth of the **Damaged Tyre(s)**
 - Advise **Us** of the cause of **Damage**
 - Provide an itemised **Repair/Replacement Cost** estimate and digital photos of the vehicle registration plate for **Your Vehicle**, the full tread of the **Damaged Tyre(s)** and the actual **Damage**.

If the claim is covered by the policy, verbal authorisation will be given to carry out the repair. A claims authority number will be issued with an authorised **Repair Cost** or **Replacement Cost**, which is the most **We** will pay for the repair or replacement, subject to **Your Claim Limit** and **Sum Insured**.

Please note: In the case of malicious damage, report the incident to the police first and then follow the procedure above, advising **Us** of **Your** valid crime reference number.

Claims Conditions

You must comply with the following instructions to have the full protection of Your policy. If You do not comply with them, We may at Our option cancel the policy, refuse to deal with Your claim, or reduce the amount of the claims payment.

- i. Making a Claim All claims MUST be made within seven days of the **Damage** occurring.
- ii. Protect Damaged Tyre(s) In the event of **Damage** to any **Tyre(s)**, they must be removed from the **Vehicle** and repaired or replaced before the **Vehicle** is driven again. If the **Vehicle** is recovered to a Repairer it must be in such a way that only roadworthy **Tyre(s)** are in contact with the road i.e. by low loader or trailer where towing would be inappropriate.
- iii. Contact the Administrator Before any work is undertaken it is **Your** responsibility to ensure that the **Repairer** telephones the **Administrator** for authorisation. The telephone number is 0344 573 8002.
- iv. Retain replaced Tyre(s) for inspection In cases where **You** are paying the **Repairer** direct and reclaiming costs from **Us** or **We** have requested the right to inspect the **Tyre(s)** **You** must ensure that the **Damaged Tyre(s)** are retained for one calendar month to allow inspection by a qualified engineer. It is **Your** responsibility to ensure that the **Damaged Tyre(s)** are available for inspection. The **Administrator** may arrange for an inspection of the **Vehicle** or its **Tyre(s)** by an independent engineer. Any decision on liability will be withheld until this report is received. If **You** return to **Your** supplying dealer they will ensure that this is handled on **Your** behalf.
- v. Claims Procedure A detailed claims procedure is given in this policy. **You** must follow this procedure; failure to do so may result in non-payment of **Your** claim.

How to Claim (continued)

- vi. Repair or Replacement Authorisation Should **You** decide to give permission to the **Repairer** to commence work, without an authorisation number being obtained from the **Administrator**, **You** do so in the full knowledge that **We** reserve the right not to meet **Your** claim because **You** have denied **Us** **Our** right under this policy to inspect the **Vehicle** and its **Tyre(s)** prior to its repair. **You** will have to pay the **Repairer** and recover reasonable costs from **Us**, subject to **Your Policy Limit** and **Claim Limit**.
- vii. Confirming details of **Your** claim with **You** To ensure **We** maintain the highest level of service **We** may contact **You** to confirm the details of **Your** claim. Should **You** be contacted **We** will await confirmation from **You** that **You** are happy for the **Repairer's** costs to be settled before arranging payment under the terms of **Your** policy. Should **We** not receive a response following **Our** request **You** may become liable to settle the cost of repair with the **Repairer** as **Your** failure to reply will be viewed as limiting **Our** ability to assess **Our** liability under the policy.
- viii. Salvage **We** accept no liability for the responsible disposal of **Tyre(s)**.
- ix. Use of Engineers At notification of any claim **We** reserve the right to instruct a qualified engineer to: inspect **Your Vehicle** and its **Tyre(s)**, before authorising any claim; or inspect any **Tyre(s)** which have been removed, together with any original documentation, within one calendar month after any repair or replacement has been carried out or authorised. When this right is exercised **We** shall have no liability for any loss to **You** arising from any possible delay.
- x. When **You** Collect **Your Vehicle** After repair, check that all work has been properly completed. If **You** are aware the repair is not satisfactory do not sign any satisfaction note and advise the **Administrator** as soon as possible. Note: **We** do not accept responsibility for faults in workmanship or materials in repairs paid for by **Us** on **Your** behalf.

Repairs Out of Hours or Outside the Territorial Limits

For repairs outside the **Territorial Limits** or where you require assistance out of hours and are unable to contact the **Administrator** for authorisation and a claim authority number please follow the following process:

If the **Repairer** is located outside the **Territorial Limits** or in the case of an out of hours repair refuses to wait for payment from **Us**, **You** will need to settle their invoice and claim reimbursement from **Us**.

You must retain the **Damaged Tyre(s)** for one calendar month to allow inspection by a qualified engineer. It is **Your** responsibility to ensure that the **Damaged Tyre(s)** are available for inspection and failure to do so may invalidate **Your** claim.

Subject to the above, if **You** have paid the **Repairer** **We** will reimburse **You** up to a reasonable **Repair** or **Replacement Cost**, subject to **Your Policy Limit** and **Claim Limit**, if **You** send the **Administrator** the following information:

- **Your** policy number and **Vehicle** details
- Confirmation the minimum tread depth of the **Damaged Tyre(s)**
- The cause of **Damage**
- An itemised Repair/Replacement invoice for the **Damaged Tyre(s)**
- A valid crime reference number in the case of malicious damage
- Location of the retained **Tyre(s)** for inspection
- **Your** contact and payment details for reimbursement from **Us**.

Cancellation and Cooling-off Period

If this policy does not meet **Your** needs, **You** have 30 days from the date **You** received **Your** policy documents to cancel the policy and obtain a full refund. To cancel **Your** policy within this 30-day period please contact the **Introducer** who sold **You Your** policy.

If **You** wish to cancel **Your** policy after this 30-day period, **You** can cancel at any time up to the **Expiry Date** of **Your** policy and receive a pro rata refund. To cancel **Your** policy please contact the **Administrator** by calling **0344 573 8002** or by writing to:

Car Care Plan, Jubilee House, 5 Mid Point Business Park,
Thornbury, West Yorkshire BD3 7AG.

The percentage refund will be calculated from the date **Your** request to cancel is received. An administration fee of £20 will be deducted from the calculated amount prior to any refund being paid.

Please note that **We** will not give **You** a refund if **You** have already made a successful claim on **Your** policy.

If **You** have paid for **Your** policy in cash, as opposed to a Car Care Plan Ltd instalment agreement, provided **You** have not made a successful claim, the **Administrator** will provide **You** with a refund proportional to the length of time the policy has been in force and is calculated using the policy **Start Date**. The amount of refund **You** receive will be based on each full calendar month remaining on **Your** policy as a percentage of the original duration of **Your** policy less an administration fee of £20.

If **You** have paid for **Your** policy by instalment payments through an instalment agreement with Car Care Plan Ltd, any refund amount owed to **You** will be calculated in line with the following rules:

Where **You** have paid all the instalment payments, **We** will calculate the refund as above. The refund will be paid directly to **You**.

Where **You** have not paid all the instalment payments, **We** will calculate the refund as above and:

1. If the refund **You** are eligible for is in excess of the total outstanding instalment payments **You** owe Car Care Plan, **We** will pay the difference directly to **You**; or
2. If the refund **You** are eligible for is less than the total outstanding instalment payments **You** owe Car Care Plan Ltd, **You** will not receive a cash refund. The refund will be applied as part payment of **Your** total outstanding instalment payments. **You** will continue to be responsible for paying the remaining outstanding payments on **Your** instalment agreement with Car Care Plan Ltd until the balance calculated at the time of notice of cancellation received by the **Administrator** has been settled.

We will not give **You** a refund if **You** have successfully claimed on **Your** policy. Please allow up to 28 days for **Your** cancellation and refund to be processed.

Complaints Procedure

How to Make a Complaint

We hope that **You** will be pleased with the service **We** provide. In the unlikely event of a complaint, **You** should contact the **Administrator** in the first instance on 0344 573 8002, or in writing to: The Customer Services Manager, Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

You can also email **Us** at complaints@carcareplan.co.uk

If it is not possible to reach an agreement, **You** also have the right to ask the Financial Ombudsman Service to review **Your** case.

The right to apply to the Ombudsman must be exercised within six months of the date of **Our** final decision. For more information **You** can visit the Financial Ombudsman Service website:

www.financial-ombudsman.org.uk or write to:

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

Telephone: 0800 023 4567 or 0300 123 9123.

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority trading standards service or Citizens Advice Bureau.

We abide by the Motor Industry Vehicle Warranty Products Code of Practice which can be found on The Motor Ombudsman website at www.TheMotorOmbudsman.org.

The Motor Ombudsman will offer free impartial information and if appropriate an alternative dispute resolution process in the event that **You** are not satisfied with the outcome of a concern.

For further information, **You** can visit The Motor Ombudsman website at www.TheMotorOmbudsman.org or call their Information Line on 0345 241 3008.



General Conditions that Apply to this Policy

Governing Law

This policy is subject to English Law unless otherwise agreed.

Language

All communication between **You** and **Us** will be conducted in English. **We** record telephone conversations to offer **You** additional security, resolve complaints and improve service standards. Conversations may also be monitored for staff training purposes.

For policyholders with disabilities the **Administrator** is able to provide, upon request, audio tapes and large print documentation. Please advise the **Administrator** if **You** require any of these services to be provided so the **Administrator** can communicate with **You** in an appropriate manner.

Financial Services Compensation Scheme

Motors Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if the **Insurer** is unable to meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim amount, without any upper limit.

For further information about the scheme (including the amounts covered and eligibility to claim) **You** can contact the FSCS helpline on 0800 678 1100 or 0207 741 4100, visit the website www.fscs.org.uk or write to Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Privacy and Data Protection Notice

1. Data Protection

Car Care Plan Limited (the "Data Controller") are committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which the Data Controller processes **Your** personal data. For more information please visit www.view-privacy-policy.co.uk.

2. Use of Your Personal Data

The Data Controller may use the personal data it holds about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide **You** with information, products or services that **You** request from the Data Controller or which the Data Controller feels may interest **You**. The Data Controller will also use **Your** data to safeguard against fraud and money laundering and to meet the Data Controller's general legal or regulatory obligations.

3. Disclosure of Your Personal Data

The Data Controller may disclose **Your** personal data to third parties involved in providing it with products or services, or to service providers who perform services on the Data Controller's behalf. These include group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

General Conditions that Apply to this Policy (continued)

4. International Transfers of Data

The Data Controller may transfer **Your** personal data to destinations outside the European Economic Area ("EEA"). Where the Data Controller transfers **Your** personal data outside of the EEA, the Data Controller will ensure that it is treated securely and in accordance with the Legislation.

5. Your Rights

You have the right to ask the Data Controller not to process **Your** data for marketing purposes, to see a copy of the personal information held about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask for a copy of **Your** data to be provided to any controller and to lodge a complaint with the local data protection authority.

6. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with the Data Controller's data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the contract, or the Data Controller's business relationship with **You**, unless the data must be retained for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning the Data Controller's use of **Your** personal data, please contact **The Data Protection Officer, Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG, England.**

Anti-Fraud and Theft Registers

We or the **Administrator** may pass information to various anti-fraud and theft registers.

The aim is to help insurers check the information provided and to prevent fraudulent claims. When **Your** request for insurance is considered, these registers may be searched. When **You** tell the **Administrator** about an event, the information relating to the event will be passed on to the registers. It is a condition of this policy that **You** inform the **Administrator** about an event, whether or not it gives rise to a claim.

Fraud

You must not act in a fraudulent way. If **You** or anyone acting for **You**:

- makes a claim under the policy knowing the claim to be false or exaggerated in any way; or
- makes a statement in support of a claim knowing the statement to be false in any way; or
- provides the **Administrator** with any documentation in support of a claim knowing the documentation to be forged or false in any way; or
- makes a claim for any loss caused by **Your** deliberate act or with **Your** agreement.

General Conditions that Apply to this Policy (continued)

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Then **We** or the **Administrator**:

- will not authorise the claim;
- may not authorise any other claim which has been or may be made under the policy;
- may declare the policy void;
- will be entitled to recover from **You** the amount of any claim already paid under the policy;
- will not return any of **Your Premium**;
- may let the police know about the circumstances.

Consumer Insurance (Disclosure and Representations) Act 2012 and Insurance Act 2015

You are required by the provisions of these Acts to take care to supply accurate and complete answers to all the questions in the application and to make sure that all information supplied is true and correct. **You** must tell **Us** of any changes to the answers **You** have given as soon as possible. Failure to advise **Us** of a change to **Your** answers may mean that **Your** policy is invalid and that it does not operate in the event of a claim. **We** may also recover any money **We** may have paid under this policy.

Under English Law, it is an offence to make a false statement or to withhold any material information in order to obtain a schedule of insurance.

We reserve the right to decline any insurance risk or to change the **Premium** and the terms quoted.



Direct GAP Tyre Insurance is administered by Car Care Plan Limited.
Car Care Plan, Jubilee House, 5 Mid Point Business Park,
Thornbury, West Yorkshire BD3 7AG

www.carcareplan.co.uk

Phone: 0344 573 8002