

# PEUGEOT CARE SPECIAL COVERAGE TERMS AND CONDITIONS BATTERY ELECTRIC VEHICLES (BEV'S)

#### **PEUGEOT CARE**

This document sets out the terms and conditions on which we will provide the Peugeot Care special coverage (the "Terms"). These Terms are between you and PEUGEOT MOTOR COMPANY PLC, a company registered in England and Wales with company number 00148545, and whose registered office is at Pinley House, Sunbeam Way, Coventry, CV3 1ND ("Peugeot", "we", "us", "our").

## **KEY INFORMATION AND TERMS**

**Warranty^:** In use in our creative logo and some of our promotional materials all references to "Peugeot Care Warranty\*" and "up to 8 years of cover" are derived from:

- 3 years of contractual warranty following the purchase of your new Peugeot BEV directly from an authorised Peugeot new vehicle retailer; and
- a further 5 years of special coverage available when activated and in accordance with these Terms.

**Service Levels**: The Peugeot Care service levels cover parts failure consisting of the replacement or repair, at the Peugeot authorised partners reasonable discretion, of Faulty mechanical, electrical, or electronic parts. If other parts on your vehicle are damaged by a Faulty part, these will be replaced or repaired under the same conditions. The Peugeot Care special coverage is subject to the conditions and exclusions set out in these Terms.

**Faulty**: The inability of a part to operate in accordance with the manufacturer's specification for a reason other than wear and tear, normal deterioration, or negligence in caring for the vehicle on your part. If other parts on your vehicle are damaged by a Faulty part, these will be replaced or repaired under the same conditions.

**Vehicle**: The Peugeot Care special coverage as set out in these Terms applies to the following Battery Electric Vehicle ("BEV"):

- Peugeot E-3008 must be sold as a new vehicle and ordered in the United Kingdom from 22<sup>nd</sup> November 2023 onwards; or
- Peugeot E-208, E-2008, E-308, E-308 SW, E-408 and E-5008 BEV passenger car must be sold as a new vehicle and ordered in the United Kingdom from 4<sup>th</sup> July 2024 onwards; and
- Peugeot E-Rifter and E-Traveller passenger vehicle must be sold as a new vehicle and ordered in the United Kingdom from 1st May 2025 onwards; and
- you cannot transfer it to any other vehicle.

Eligible vehicles under these Terms are described in clause 1.2 of these Terms and ineligible vehicles as described in clause 1.3 of these Terms.

**Warranty Start Date:** This is either the date of first registration of the vehicle, or the date of new car handover to the first registered owner of the vehicle, whichever is the latter. Your warranty start date is also the start date for your servicing schedule.

**Maximum Term:** We'll provide you the Peugeot Care services set out in these Terms for up to eight years or 100,000 miles, whichever happens first, as follows:



- at the end of the contractual warranty period at 3 years from the warranty start date; and
- then up to the maximum of a further five years; or
- until 100,000 miles has been reached if this is sooner, from the warranty start

Terms of activation for the Peugeot Care special coverage must be followed at all times as detailed in clause 1.4 of these Terms.

**Duration**: The services under your Peugeot Care special coverage shall be provided for the duration of each period between the servicing schedule of your BEV, in accordance with the manufacturer's service parameters.

**Activation:** Peugeot Care special coverage is automatically activated after each vehicle service, as detailed in the vehicle's maintenance book (or its digital version) or the vehicle dashboard, is made by a participating Peugeot authorised partner as freely decided each time by the owner of the vehicle. These activated Terms are valid up to the next service as detailed in the vehicle's maintenance book (or its digital version or the vehicle dashboard) but, in any case, not for longer than the maximum period of Peugeot Care special coverage as defined in these Terms. Automatic activation of these Terms is without any additional cost. The Peugeot Care services under these Terms will not commence until 30 days after the activation date, known as the 30-day exclusion period. Terms of activation are detailed further in clause 1.4 of these Terms.

**Administration:** The applicable services are managed directly by Peugeot authorised partners throughout the territories (Clause 1.5 of these Terms).

**Restrictions to Services**: The Peugeot Care special coverage as described in these Terms will be provided on your Peugeot BEV and may be subject to certain service restrictions. All repairs covered by the Peugeot Care special coverage will, and must, be provided by a Peugeot authorised partner. The Peugeot Care services are only available in the territories described in clause 1.5 of these Terms.

**Participation by Peugeot Authorised Partners:** The Peugeot Care special coverage as described in these Terms is subject to participation by a Peugeot authorised partner. A full list of participating Peugeot authorised partners for the UK is available on our brand website. Please ensure that you check for participation details to inform your decision for service and access to the Peugeot Care special coverage.

**Exclusions:** Certain parts, uses and circumstances are excluded from your [Peugeot Care special coverage] as set out in clause 2.5 below.

# **CLAUSE 1 – PEUGEOT CARE SPECIAL COVERAGE CONDITIONS**

## 1.1 Duration and Mileage

- The Peugeot Care special coverage will need to be activated at the first scheduled service to start continuously from the end of the manufacturer's warranty being 3 years from the warranty start date (unless your vehicle has already reached 100,000 miles). Further activations as defined in these Terms can be made at the point of completion of your next qualifying service and ends on the earlier of:
  - the purchase of your next scheduled service, either in terms of time or mileage, in accordance with the manufacturing servicing schedule; or
  - o your Vehicle reaches 8 years old (from the warranty start date); or
  - o your Vehicle reaches 100,000 miles; or
  - o you or we terminate these Terms as set out in clause 3 of these Terms.



## 1.2 Eligible Vehicles

The following battery electric vehicles (BEV's) shall be eligible for the Peugeot Care special coverage:

- your Peugeot E-3008 must be sold as a new vehicle and ordered in the United Kingdom from 22<sup>nd</sup> November 2023 onwards; or
- your Peugeot E-208, E-2008, E-308, E-308 SW, E-408 and E-5008 BEV passenger car must be sold as a new vehicle and ordered in the United Kingdom from 4<sup>th</sup> July 2024 onwards; and
- Peugeot E-Rifter and E-Traveller passenger vehicle must be sold as a new vehicle and ordered in the United Kingdom from 1st May 2025 onwards; and
- The vehicle must remain registered in one of the following countries throughout the duration of the Peugeot Care special coverage: France, Spain, Italy, United Kingdom, Germany, Belgium, Netherlands, Luxemburg, Austria, Portugal, and Poland; and
- The Peugeot Care special coverage will transfer to the subsequent owners of the vehicle in accordance with these Terms.

## 1.3 Ineligible Vehicles

The following battery electric vehicles shall be ineligible for the Peugeot Care special coverage under these Terms:

- any vehicle which is not a full battery electric vehicle, such as a Plug-In Hybrid Electric Vehicle (PHEV) and a Mild-Hybrid Electric Vehicle (MHEV);
- any vehicle that is classified as a light commercial vehicle;
- a vehicle which is a grey import, meaning any vehicles legally imported from another country through channels other than our Stellantis authorised UK distribution network or via our Stellantis UK authorised partners;
- a vehicle which has been modified or adapted from the manufacturer's original specification where the modification or adaptation is found to contribute to the fault; or where the modification or adaptation has been carried out without complying to the technical instructions as defined by Peugeot Motor Company PLC;
- a vehicle which has been used as a taxi, mini cab or driving school vehicle;
- a vehicle which has been registered on behalf of a Peugeot or Stellantis Group franchised retailer or repairer;
- a vehicle which has been used for short term hire or daily rental;
- a vehicle which has been used for hire and reward;
- a vehicle which has been used as a delivery or courier vehicle;
- a vehicle which has been driven in a competitive motoring event;
- a vehicle which has been used for public services including police, ambulance, fire, or military service.

#### 1.4 Conditions of Activation

The activation start date is the date that the qualifying service is completed at a participating Peugeot authorised partner.

- 1.4.1 Your Peugeot Care special coverage will be automatically activated at the point of completion of each qualifying service within a participating Peugeot authorised partner if the conditions under these Terms have been met.
- 1.4.2 The Peugeot Care services under these Terms will not commence until 30 days after the activation date, known as the 30-day exclusion period. This 30-day exclusion period does not apply if:



- by following your manufacturers servicing schedule your Peugeot Care special coverage runs continuously from the end of the manufacturer's warranty, a SPOTICAR warranty, or any warranty guarantee provided by Peugeot Motor Company PLC or the wider Stellantis Group; or
- Your Peugeot Care special coverage is reactivated to run continuously following an immediate period of cover under these Terms.
- 1.4.3 Any failure that occurs within the 30-day exclusion period following activation, and any failure deemed to have existed prior to activation, are not covered by these Terms.
- 1.4.4 Where a vehicle service is missed, delayed, or not carried out in the Peugeot authorised network or by a participating Peugeot authorised partner, the Peugeot Care special coverage can be activated after a qualifying service is completed at a participating Peugeot authorised partner, and will remain valid until the next service if the conditions under these Terms have been met. The 30-day exclusion period will apply.
- 1.4.5 Activation of Peugeot Care special coverage will not be completed if the conditions under these Terms cannot be met or evidenced. Activation may be invalidated based on evidence, or lack of evidence, that the eligibility criteria under these Terms have not been fully met.
- 1.4.6 The Vehicle itself can be for either private use or business use.
- 1.4.7 Once activated as in Clause 1.4.1 of these Terms, the services under these Terms for the replacement of parts and/or vehicle repairs can be provided by any our appointed Peugeot authorised partners as these services are not restricted to the Peugeot Care participating partners.
- 1.4.8 For Peugeot Care queries please contact a participating Peugeot authorised partner or visit our website to <u>contact us</u> via our online form at www.peugeot.co.uk/tools/contact-us.html or by telephone on 0800 042 2422 (cost of a local call) or in writing to Peugeot Motor Company PLC, Pinley House, 2 Sunbeam Way, Coventry. CV3 1ND

## 1.5 Territoriality

So long as your vehicle remains registered as in clause 1.2 of these Terms and you still have cover under these Terms, you can take advantage of your Peugeot Care services in the following countries: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Germany, France, Greece, Hungary, Ireland, Italy (including Vatican City), Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal (including Azores and Madeira Islands), Romania, Slovakia, Slovenia, Spain (including Balearic and Canary Islands, Melilla and Ceuta), Sweden, Switzerland and the United Kingdom (including the Channel Islands and the Isle of Man) (the "Territories").

#### 1.6 Parts

If we repair or replace any parts of your Peugeot BEV under these Terms, we may use new parts or reconditioned parts. The parts may be our branded parts, or parts obtained from our network of Peugeot authorised partners. The repair or supply of tyres is excluded from these Terms. Any replaced parts will be disposed of by us and not be returned to you as specified in clause 1.8.6 of these Terms.



# 1.7 Traction Battery Guarantee

At the warranty start date, the vehicle will receive a manufacturer's guarantee for the traction battery (i.e., the battery which drives the motor of your Peugeot BEV). This guarantee lasts for a total of eight years or 100,000 miles, whichever occurs first. This traction battery guarantee applies only to the battery which drives the motor of your vehicle, as opposed to any other batteries in your vehicle which might be responsible for operating other functionality such as windscreen, such as and not limited to, wipers and lights. Consequently, the traction battery is not covered by the Peugeot Care special coverage.

### 1.8 General Conditions to the Services

- 1.8.1 Where there is a fault on your vehicle whilst a valid warranty (a branded Peugeot or Stellantis Group) remains on your vehicle, such as and not limited to, a manufacturer's warranty, a used vehicle warranty, or a warranty guarantee, your claim should be made against the terms of the warranty. The Peugeot Care special coverage will start only at the end of these warranties, but in any case, the terms with the greatest level of cover will take precedent.
- 1.8.2 The services provided under these Terms, including the costs associated (which are parts and labour including tax), are included in your package providing they are performed by a Peugeot authorised partner but are subject to the following:
  - your vehicle must remain registered (as detailed in clause 1.2 of these Terms);
  - your vehicle must have been used and maintained in accordance with the manufacturer's instructions (these are indicated in the manufacturer's handbook, the digital handbook versions, or the vehicle dashboard);
  - the servicing operations and checks specified in the manufacturer's servicing schedule must be complete and recorded in your vehicle's warranty and maintenance guide or within the digital maintenance records. If you don't have this, you must be able to provide supporting documentary evidence on request (such as and not limited to servicing checklists, servicing schedules, invoices which should support these minimum standards: name and address of independent servicing business; registration details of the vehicle; date and description of the services and/or repairs; mileage at the time; oil quantity, grade/viscosity, manufacturer; parts fitted/part numbers);
  - the fluid and lubricant levels in your vehicle must have been maintained in accordance with the manufacturer's instructions (these are indicated in the manufacturer's handbook);
  - scheduled services on your vehicle must be carried out within two months/1800 miles of the intervals as specified by the manufacturer, whichever comes first; and
  - only Peugeot authorised partners are approved to complete any repairs deemed eligible under these Terms.
- 1.8.3 If there is a manufacturer defect with your Vehicle, this should be repaired by a Peugeot authorised partner in one of the territories detailed in clause 1.5 of these Terms, to whom the manufacturer's handbook must be presented before each repair. Your vehicle must be presented to a Peugeot authorised partner as soon as is reasonably possible after the fault is discovered.
- 1.8.4 The applicable services (under clause 2 of these Terms) which are carried out by a Peugeot authorised partner under these Terms, will be paid for directly by us, without any advance payment being required from you.



- 1.8.5 Any repair carried out under these Terms, with or without replacement of parts, does not extend the duration of your Peugeot Care special coverage.
- 1.8.6 If we remove parts from your Peugeot and replace them with new parts under these Terms then Peugeot Motor Company PLC (or such other person as it says) will become the owner of those parts that have been removed and you will have no ownership right to them, or any other claim to them.

## **CLAUSE 2 – PARTS FAILURE REPLACEMENT**

- 2.1 Parts failure replacement consists of the replacement or repair, at the Peugeot authorised partner's reasonable discretion, of Faulty mechanical, electrical, or electronic parts. If other parts on your vehicle are damaged by a Faulty part, these will be replaced or repaired under the same conditions.
- 2.2 The Peugeot Care special coverage does not include the replacement of parts subject to normal wear and tear and whose replacement is not the direct and indirect consequence of a manufacturing defect. These parts, such as and not limited to, are filters, brake pads and discs, linings, welds and cables, wheels, rims, tyres, belts, fluids.
- 2.3 The cost of replacement parts or repairs to the vehicle, in line with these Terms, cannot exceed the used car market value of the vehicle as estimated on the day the vehicle is presented to the Peugeot authorised partner. This used car market value will be the one set by CAP (The CAP value being a recognised and comprehensive resource that provides up-to-date values for various makes and models of vehicles in the automotive industry) in the context of a private sale. If CAP no longer provides this value, the Peugeot authorised partner will choose another valuation service equivalent in repute. In the case that the costs of the replacement parts or the repairs exceed the stated used car market value, the recipient of the Peugeot Care services will have the option to pay the difference in costs, and if this is not an option then the entire claim under the Terms will be declined.
- 2.4 The cumulative sum of the costs of all repairs and replacement parts during the total period of the Peugeot Care special coverage cannot exceed the original list price of the new vehicle as paid by its first registered owner. If the sum of costs of all repairs and replacement parts exceeds the original list price of the new vehicle, the current recipient of the Peugeot Care services will have the option to pay the difference in costs, and if this is not an option then the entire claim under the Terms will be declined.
- 2.5 The Parts Failure Replacement does not include or apply to:
  - any diagnostic time which doesn't result in a valid claim under these Terms;
  - failures occurring within the first thirty (30) days following scheduled service and activation of these Terms as detailed in clause 1.4.3 of these Terms;
  - failures which already existed before the performance of the scheduled maintenance and activation of these Terms as detailed in clause 1.4.3 of these Terms:
  - any Vehicle whose fault codes that are found to have been cleared within thirty (30) days or one thousand (1000) miles preceding the completion of the service and activation of these Terms;
  - any loss, damage or failure which occurs while the vehicle is outside the Territories as detailed in clause 1.5 of these Terms;



- sinking or immersion (in water), damage caused by natural disasters, vandalism, attack, riot, immobilisation by the police, acts of war, terrorism, accident, fire, theft, or attempted theft;
- the replacement, fitting, maintenance or repair of parts, equipment or accessories not originally fitted to your vehicle and/or that are not approved by the manufacturer, and any related consequences;
- the consequences of repairs, conversions or modifications carried out by a business other than a Peugeot authorised partner;
- damage caused by the use of fluids, parts or accessories which are not genuine or of equivalent quality;
- the use of unsuitable or poor-quality fuels (including charging solutions) not recommended by the manufacturer;
- damage caused by natural phenomena, hail, flooding, lightning, storms, or other atmospheric hazards;
- damage caused by accident, fire, theft, attempted theft, riots;
- repairs resulting from negligence, a driving error, incorrect use of your vehicle (such as and not limited to, overloading, competition, racing) or failure to comply with the servicing operations, in strict conformity with the manufacturer's recommendations (as defined in the manufacturer's handbook, the digital handbook versions or the vehicle dashboard);
- failures and/or discharging of your vehicle's batteries due to incorrect electrical connection, the electrical supply, the electrical installation or the current used;
- breaking of or damage to glass and headlamp units, lamps or mirrors, the loss of trims or remote controls, door seals;
- bodywork repairs, washing, polishing, and cleaning;
- work on the passenger compartment, including cleaning, and repairs of door trims, upholstery, and carpet in case of wear;
- vibrations and noises linked to your vehicle's operation;
- deterioration such as discolouration, alteration, or distortion of parts due to normal ageing linked with the use of your vehicle, its mileage, or its geographic and climatic environment, if this replacement is not due to a manufacturing defect;
- navigation updates;
- servicing and maintenance that doesn't comply with the manufacturer's recommendations or is deemed optional between two periodic services;
- settings (such as and not limited to, doors, front axles, parallelism, wheel balancing);
- the wheels, tyres, or their balancing;
- loss of keus, covers or remote controls;
- cosmetic damages and paint;
- infotainment systems (any display unit within the vehicle & i-toggles);
- towing the vehicle;
- water inlets and their consequences;
- air leaks, liquid leaks, air noise, rubber seals and openings of doors, floor and ceiling, squeaks, adjustments, vibrations, and shocks in general, any noise that does not affect the normal operation of the part;
- damage to the vehicle resulting from:
  - traction beyond the limits provided for on the gross vehicle weight on the registration certificate or use of the traction battery other than to supply power to the vehicle;
  - the use of charging cables and charging stations that does not meet the manufacturer's specifications;



- the use of public charging stations that are not certified or do not meet the standards and regulations in force;
- any failure of any nature whatsoever as soon as the odometer has been altered, modified or disconnected;
- the direct or indirect consequences of any repairs carried out outside of the Peugeot authorised network;
- the direct or indirect consequences of a failure to report a fault to a Peugeot authorised partner as soon as you become aware of it;
- the direct or indirect consequences of a failure by you to response to an invitation by a Peugeot authorised partner to have your vehicle repaired as soon as is reasonably possible;
- the modifications necessary to ensure that your vehicle conforms following a change of legislation which comes into force after the delivery of your vehicle; or
- all other costs included but not limited to the costs incurred as a result of your vehicle being off the road, such as and not limited to, loss of enjoyment or use.

#### **CLAUSE 3 - TERMINATION OF TERMS**

- 3.1 If your Vehicle is damaged in an incident and declared beyond technical or economical repair by your insurer, these Terms will automatically end as at the date of the incident. If your vehicle is stolen, and hasn't been found within 30 days, these Terms will automatically end on the date of the theft. In either of these cases (accident or theft), you must tell us as soon as possible and provide us with proof of the damage or theft by way of expert report, certificate of destruction, or police report (as applicable). This correspondence must be accompanied:
  - if your Vehicle is written off, by a photocopy of the declaration of the insurance company or of the assessor declaring that the vehicle is classified as a write-off; and
  - if your Vehicle is stolen, by a photocopy of the theft report to the appropriate authorities and a photocopy of the vehicle reimbursement agreement from the insurance company.
- 3.2 In the event that there is a breach of any of these Terms, this may invalidate these Terms in full.

# **CLAUSE 4 – GENERAL TERMS**

4.1 If you wish to raise a query or complaint, visit our website to <u>contact us</u> via our online form at www.peugeot.co.uk/tools/contact-us.html or by telephone on 0800 042 2422 (cost of a local call) or in writing to Peugeot Motor Company PLC, Pinley House, 2 Sunbeam Way, Coventry. CV3 1ND

To maintain the highest quality of service and for staff training purposes, telephone calls will be monitored and/or recorded. We abide by the Motor Industry Vehicle Warranty Products Code of Practice which can be found on The Motor Ombudsman Website at <a href="https://www.TheMotorOmbudsman.org">www.TheMotorOmbudsman.org</a>. 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.



- 4.2 These Terms are governed by and construed in accordance with the laws of England and Wales. The parties hereby submit to the exclusive jurisdiction of the courts of England and Wales to resolve any disputes arising out of or in connection with these Terms if you live in England or Wales. If you live in Scotland or Northern Ireland, the governing law and applicable court will be of the country in which you live at the date of enforcing these Terms.
- 4.3 Full details of how we use your personal information, including how to get in touch and ask questions or exercise your rights, please refer to our <u>Privacy Policy</u> at www.peugeot.co.uk/tools/privacy-policy.html.
- 4.4 We can transfer our Terms with you, so that a different organisation is responsible for supplying your Peugeot Care services. We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the Terms.
- 4.5 These Terms are between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.
- 4.6 If any part of these Terms is found to be invalid or unenforceable by a court, or if a court or other authority deems any of these Terms to be unlawful, the remainder will still remain in full effect.
- 4.7 Even if we delay enforcing these Terms, we retain the right to enforce them later. Our decision to not immediately pursue non-compliance with these Terms (such as engaging in activities prohibited under these Terms), does not waive our ability to enforce these Terms at a later date.
- 4.8 We are responsible to you for any loss or damage you suffer that is a foreseeable result of our breach, or our failure to use reasonable care and skill. Nothing in these Terms excludes, limits (or is intended to exclude or limit) our liability for (a) death or personal injury caused by our negligence or that of our employees, agents, or subcontractors, (b) fraud or fraudulent misrepresentation by us or our employees, or (c) breach of your legal rights in relation to the Peugeot Care services.
- 4.9 We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, both we and you knew it might happen.
- 4.9 There may be an event outside of our control which may stop us being able to offer you our service as usual. For example, terrorist acts, pandemics or epidemics, extreme weather, industrial disputes, wars, or riots. If this happens, we'll take steps to make sure we can offer you the best service possible given the circumstances.
- 4.10 These Terms are the ones which currently apply to Peugeot Care services and are available from our <u>website</u> at www.peugeot.co.uk. We may update the Terms from time to time on our website but the ones which apply to your Peugeot Care services are those which were in force at the time of activation.