

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

## **ALLURE CARE**

This document sets out the terms and conditions on which we will provide the Allure 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**

**Service Levels**: The Allure 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. Where we refer to "faulty", this means 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. The Allure Care special coverage is subject to the conditions and exclusions set out in these Terms.

**Vehicle**: The Allure 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
- you cannot transfer it to any other vehicle.

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

**Maximum Term:** We'll provide you the Allure 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 date of first registration; and
- then up to the maximum of a further five years; or
- until 100,000 miles has been reached if this is sooner, from date of vehicle registration.

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

**Duration**: The services under your Allure 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:** Allure 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 Allure Care special coverage as defined in these Terms. Automatic activation of



these Terms is without any additional cost. The Allure 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.

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

**Restrictions to Services**: The Allure 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 Allure Care special coverage will, and must, be provided by a Peugeot authorised partner. The Allure Care services are only available in the territories described in clause 1.5 below.

**Participation by Peugeot Authorised Partners:** The Allure 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 Allure Care special coverage.

## CLAUSE 1 – ALLURE CARE SPECIAL COVERAGE CONDITIONS

# 1.1 Duration and Mileage

- The Allure 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 date of first registration (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 date of first registration); or
  - o your Vehicle reaches 100,000 miles; or
  - o you or we terminate these Terms as set out in clause 3.

## 1.2 Eligible Vehicles

The following battery electric vehicles (BEV's) shall be eligible for the Allure 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
- The vehicle must remain registered in one of the following countries throughout the duration of the Allure Care special coverage: France, Spain, Italy, United Kingdom, Germany, Belgium, Netherlands, Luxemburg, Austria, Portugal, and Poland; and
- The Allure Care special coverage is transferrable to the subsequent owners of the vehicle.

## 1.3 Ineligible Vehicles

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

• any vehicle derivative of the Peugeot Rifter and the Peugeot Traveller;



- 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 non-European import;
- a vehicle which has been modified from the manufacturer's original specification;
- 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 Allure 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 Allure 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 Allure 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 Allure 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 Allure 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 Allure 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, 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 Allure Care participating partners.

1.4.8 For Allure Care queries please contact a participating Peugeot authorised partner or visit our website to <u>contact us</u> via our online form 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 and you still have cover under these Terms, you can take advantage of your Allure 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).

#### 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.

# 1.7 Traction Battery Guarantee

At the point of first registration, 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 wipers, lights, etc. Consequently, the traction battery is not covered by the Allure 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 (but 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 Allure 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); and



- 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); and
- 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 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); and
- 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, 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 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 Allure Care special coverage.
- 1.8.6 If we remove parts from your Peugeot and replace them with new parts under this Contract 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. Where we refer to "faulty", this means the inability of a part to operate in accordance with the manufacturer's specification for a reason which is not 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.
- 2.2 The Allure 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 are for example 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 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 Allure 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 Allure 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 Allure 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;
  - failures which already existed before the performance of the scheduled maintenance and activation of these Terms as detailed in clause 1.4.3;
  - 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 geographical territories as detailed in clause 1.5;
  - 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 (overloading, competition, racing etc.) 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 (doors, front axles, parallelism, wheel balancing, etc.);
- the wheels, tyres, and their balancing;
- loss of keys, 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;
- all other costs included but not limited to the costs incurred as a result of your vehicle being off the road, such as 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.

#### **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 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 English law and subject to the English Courts if you live in England or Wales at the date of these Terms. If you live in Scotland or Northern Ireland at the date of these Terms, the governing law and applicable court will be the country in which you live at the date of 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>.
- 4.4 We can transfer our Terms with you, so that a different organisation is responsible for supplying your Allure 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. You can't transfer these Terms to anyone else.
- 4.5 If a court invalidates some of these Terms, the rest of it will still apply. If a court or other authority decides that some of these Terms are unlawful, the rest will continue to apply.
- 4.6 Even if we delay in enforcing these Terms, we can still enforce them later. We might not immediately chase you for not doing something or for doing something you're not allowed to, but that doesn't mean we can't do it later.
- 4.7 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 Allure Care services.
- 4.8 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 Allure Care services and are available from our website. We may update the Terms from time to time on our website but the ones which apply to your Allure Care services are those which were in force at the time on the date of activation.