

# ALLURE CARE PROGRAMME TERMS AND CONDITIONS FOR E-3008

#### **ALLURE CARE**

This document defines the terms and conditions on which we will provide the ALLURE CARE product (the "Terms"). These Terms are between you and PEUGEOT MOTOR COMPANY PLC, a company registered in England and Wales with company number 148545, 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 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 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 offering is subject to the conditions and exclusions set out in these General Terms and Conditions.

**Vehicle**: The ALLURE CARE offering as set out in these Terms applies to your Peugeot E-3008 and is not transferrable to any other vehicle.

**Maximum Period:** It is possible to benefit from ALLURE CARE within the maximum limit of eight years from the date of registration of the new Vehicle and a mileage counter of 100,000 miles, whichever occurs first.

**Duration**: The services under your ALLURE CARE offering shall be provided for the duration of the period between the servicing schedule of your Peugeot E-3008, in accordance with the manufacturer's periodic maintenance parameters.

**Activation:** ALLURE CARE is automatically activated after each Vehicle periodic maintenance, provided in the Vehicle's maintenance book (or its digital version) or in the Vehicle dashboard, is made by a participating Peugeot Authorised Partner as freely decided at each time by the owner of the Vehicle. These activated Terms are valid up to the next periodic maintenance as provided in the Vehicle's maintenance book (or its digital version or in the Vehicle dashboard) but, in any case, not for longer than the maximum period of the Programme as defined herein. Automatic activation of these Terms is without any additional cost for the Beneficiary of the Programme.

**Administration:** The applicable services are managed directly by Peugeot Authorised Partners throughout the Territories (Clause 1.5).

**Restrictions to Services**: The ALLURE CARE offering as described in these Terms will be provided on your Peugeot E-3008 vehicle and may be subject to certain service restrictions. All repairs covered by the ALLURE CARE offering will, and must, be provided by a Peugeot Authorised Partner. The ALLURE CARE services are only available in the territories described at clause 1.5 below.

**Participation by Peugeot Authorised Partners:** The ALLURE CARE offering 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 periodic maintenance and access to the ALLURE CARE programme at point of activation.





### **CLAUSE 1 – ALLURE CARE CONDITIONS**

# 1.1 Duration and Mileage

- These Terms for ALLURE CARE shall start 30 days following the purchase of your qualifying service and shall last until the earlier of:
  - o your next scheduled service is due, 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 vehicles shall be eligible for the ALLURE CARE product:

- a Peugeot E-3008 sold as a new vehicle and first registered in the United Kingdom; and
- The Vehicle must remain registered in one of the following countries throughout the duration of the Allure Care Programme: France, Spain, Italy, United Kingdom, Germany, Belgium, Netherlands, Luxemburg, Austria, Portugal, and Poland; and
- The ALLURE CARE offering is transferrable to the subsequent owners of the Vehicle.

## 1.3 Ineligible Vehicles

The following vehicles shall be ineligible for the ALLURE CARE product under this Contract:

- 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.
- any vehicle that is classified as a light commercial vehicle.

## 1.4 Conditions of Activation

- 1.4.1 Activation of ALLURE CARE will not be completed if the conditions under these Terms cannot be met or evidenced at point of activation. Activation may be invalidated based on evidence, or lack of evidence, that the eligibility criteria under these Terms have not been met.
- 1.4.2 Your ALLURE CARE will be automatically activated at the point of completion of the periodic maintenance within a participating Peugeot Authorised Partner if the conditions under these Terms have been met.
- 1.4.3 The services under these Terms will commence 30 days after the completion date of the periodic maintenance.
- 1.4.4 The Vehicle itself can be for either private use or business use.
- 1.4.5 Once activated as in Clause1.4.1 the services under these Terms for the replacement parts and/or repairs can be provided by our Peugeot Authorised Partners as this is not restricted to participation.



1.4.6 For ALLURE CARE queries please contact a participating Peugeot Authorised Partner or in the event you should wish to contact us directly, please email via <a href="https://peugeot.my-customerportal.com/peugeot/s/case-webform">https://peugeot.my-customerportal.com/peugeot/s/case-webform</a> or telephone: 0800 042 2422 or write to Peugeot Motor Company PLC, c/o Customer Care, Pinley House, 2 Sunbeam Way, Coventry CV3 1ND.

# 1.5 Territoriality

So long as your Vehicle remains registered, 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 E-3008 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.

## 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 E-3008). 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 Programme.

### 1.8 General Conditions to the Services

- 1.8.1 Where there is a fault on your Vehicle whilst your manufacturer's warranty still applies, your claim should be made against the manufacturer's warranty.
- 1.8.2 The services provided under these Terms, including the costs associated (which are parts and labour), 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 set out 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); and
- 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 In the event of a manufacturer defect with your Vehicle, this should be repaired by a Peugeot Authorised Partner in one of the Territories described 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 possible after the fault / defect is discovered. The applicable services which are carried out by a Peugeot Authorised Partner under these Terms, shall be paid for directly by us, without any advance payment required from you.
- 1.8.4 In the event that there is the existence of a valid manufacturer's contractual warranty, or a SPOTICAR warranty, the ALLURE CARE Programme will incept only after the expiration these warranties, but in any case, the Terms with the greatest level of cover will take precedent.
- 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 cover.
- 1.8.6 Parts replaced on your Vehicle under the terms of these Terms shall become the property of Peugeot Motor Company PLC and its representatives.

#### **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 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 cost of replacement parts or repairs to the Vehicle, in line with these Terms, cannot exceed the used car market valuation of the Vehicle on the day the vehicle is presented to the Peugeot Authorised Partner. This used car market valuation will be the one set by CAP in the context of a private sale. If CAP no longer provides this valuation, 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 do exceed the stated used car market valuation, the current Beneficiary will have the option of assuming the difference in costs, and if this is not the case then the claim under the Terms will be declined.

The Allure Program 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.

The cumulative sum of the costs of all repairs and replacement parts during the total period of application of the Allure Care Program 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 Beneficiary will have the option of assuming the difference in costs, and if this is not the case then the claim under the Terms will be declined.

2.2 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:
- failures which already existed before the performance of the scheduled maintenance and activation 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 periodic maintenance and activation of these Terms;
- any loss, damage or failure which occurs while the vehicle is outside the geographical territories as defined within 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:



- o 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 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; and
- 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 We honour our legal duty to provide you with ALLURE CARE services that are as described in these Terms and that meet all the requirements imposed by law. As such, if you believe the ALLURE CARE services are not performed with reasonable care and skill or delivered within a reasonable time, you should report this to us as soon as possible and we will discuss the rights and remedies available to you. Please note that, delaying your reporting of any issues may impact the remedies available to you.
- 3.2 In the event that your Vehicle is damaged in an incident, if the vehicle is declared beyond technical or economical repair by your insurer, these Terms shall automatically terminate as at the date of the incident. In the event that you Vehicle is stolen, if the vehicle hasn't been found within 30 days, these Terms will automatically terminate as at the date of the theft. In either of these cases (accident or theft), you must inform 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 In the event that you wish to raise a complaint, you should contact:

Peugeot Customer Care:

https://peugeot.my-customerportal.com/peugeot/s/case-webform or telephone: 0800 042 2422 or writing to Peugeot Motor Company PLC, c/o Customer Care, Pinley House, 2 Sunbeam Way, Coventry CV3 1ND.

Your statutory rights as a consumer are not affected by the above complaints' procedure. 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 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.



- 4.2 The Contract is governed by English law and, wherever you live, you can bring claims against us in the English courts. If you live in Wales, Scotland, or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in. As a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms, including this clause, affects your rights as a consumer to rely on such mandatory provisions of local law.
- 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 Privacy Policy.
- 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.
- 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 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.
- 4.7 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.
- 4.8 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 ALLURE 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.
- 4.10 We reserve the right to change, amend or withdraw the ALLURE CARE programme at any point in time in our absolute our discretion. If so, this will not affect your rights under these current Terms until the next activation is due. However, at the next activation date, any changes, amends, or withdrawal of the programme will apply and in the case of a withdrawal of the programme further options to activate may no longer be available.