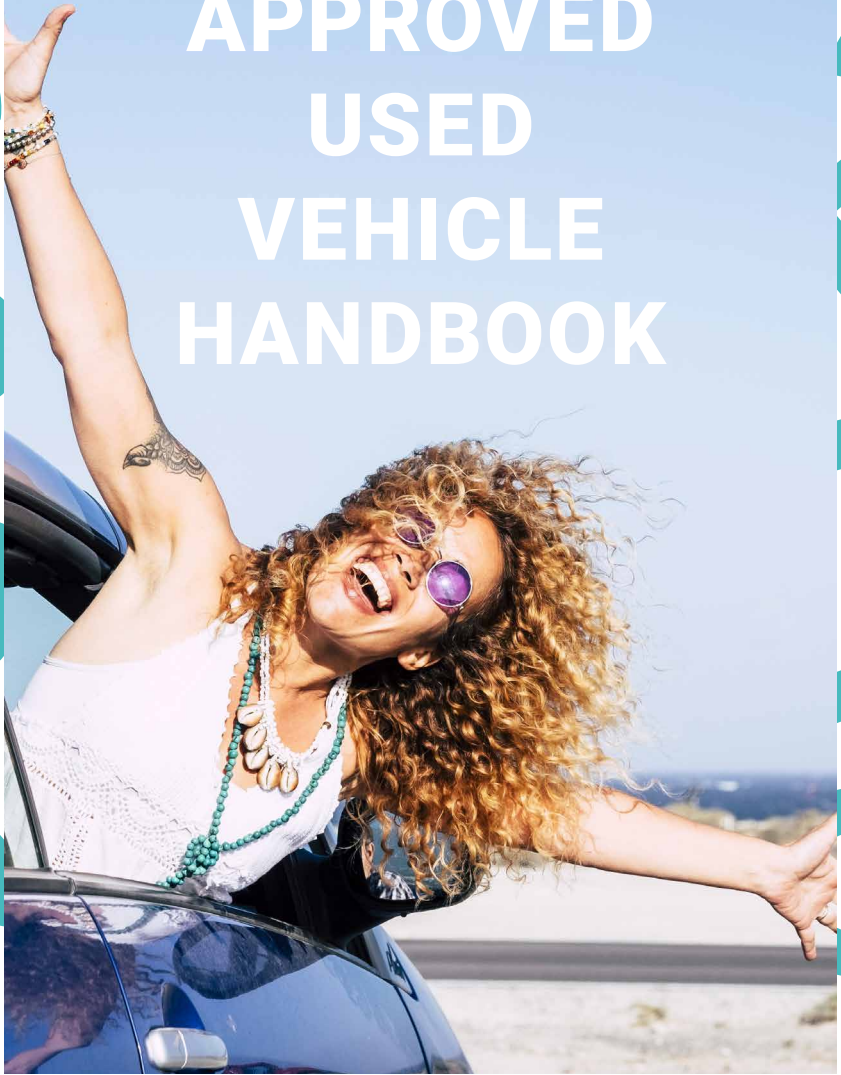


APPROVED
USED
VEHICLE
HANDBOOK



Welcome

Welcome to SPOTiCAR Approved Used Vehicle Warranty.

The Welcome Letter that accompanies this handbook details the warranty duration.

We know handbooks are one of the less interesting aspects of owning a car, so we've laid out the information you need to know, including all the benefits of the level of cover provided, as clearly and simply as possible. So please keep BOTH handbook and Welcome Letter together somewhere safe - as they contain all the information you need.

The following pages set out exactly what is and isn't covered by your warranty, MOT and roadside assistance if included on your Welcome Letter. Please read each page carefully, as we'll fully explain all terms and conditions, and in particular, the vehicle servicing requirements and claims procedures.

This SPOTiCAR Approved Used Vehicle Warranty is not an insurance policy. This warranty is only available at the time of vehicle purchase from a PEUGEOT or Citroën retailer.

For SPOTiCAR Approved vehicles purchased from a PEUGEOT retailer, the warranty is guaranteed by PEUGEOT Motor Company PLC. For SPOTiCAR Approved vehicles purchased from a Citroën retailer, the warranty is guaranteed by Citroën UK Limited.

There is no mileage limit during the period of the warranty.

If anything is unclear, or you have any questions, please don't hesitate to contact SPOTiCAR Warranty Administration Customer Services on 0344 573 8220.



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Part 1

SPOTiCAR

Warranty &

MOT

Section 1 - Definitions

Within this document, we use a number of definitions. We've outlined what these definitions mean below.

WARRANTY

A mechanical breakdown warranty for the cost of repairing covered components against mechanical or electrical failure.

COMPANY

PEUGEOT Motor Company PLC/Citroën UK Limited, Pinley House, 2 Sunbeam Way Coventry CV3 1ND.

ADMINISTRATOR

SPOTiCAR Warranty Administration is a trading style of Car Care Plan Ltd who administers this warranty on behalf of PEUGEOT Motor Company PLC and Citroën UK Limited. Registered address: Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

WARRANTY HOLDER, YOU, YOUR, YOURSELF

The person named in the Welcome Letter or such other subsequent purchaser to whom the benefit of cover is directly transferred.

MECHANICAL OR ELECTRICAL FAILURE

The inability of a covered component to operate in accordance with the manufacturer's specification for a reason other than wear and tear, normal deterioration or negligence.

MOT TEST WARRANTY

Protection against specific components failing an MOT test.

GEOGRAPHICAL LIMIT

The United Kingdom (which includes Great Britain and Northern Ireland), the Channel Islands and the Isle of Man and the European Union or EFTA (European Free Trade Association).

VEHICLE

The motor vehicle referred to in the Welcome Letter that accompanies this handbook.

WELCOME LETTER

This is the confirmation that your application has been accepted. When you receive the Welcome Letter, please check that it contains the correct details and notify the Administrator immediately if there are any discrepancies.

WARRANTY PERIOD

The Warranty Period is shown in the Welcome Letter. The warranty will start and expire on the dates shown in this letter, unless the manufacturer's warranty expires early in which case the warranty will start and expire earlier and will reflect the Warranty Period purchased/provided. It should be noted that if the manufacturer's warranty is declared invalid or does not exist for whatever reason, the warranty will still start and expire on the dates shown in the Welcome Letter.

JURISDICTION CLAUSE

Any dispute concerning the warranty will be decided by the application of English Law.

Section 2 - Eligibility Requirements

You are only eligible for this cover if at the time of inception:

YOU:

- Are an individual residing, or a corporate body registered in the United Kingdom.

YOUR VEHICLE:

- Is under 10 years old and with less than 100,000 miles on the odometer; and

THE VEHICLE IS NOT:

- A vehicle with an engine size greater than 3,500cc;
- A commercial vehicle of more than 3,500kg gross vehicle weight;
- A non-European import;
- A motorhome, horsebox, refrigerated vehicle or any vehicle which has been modified from the manufacturer's original specification;
- Used as a taxi, mini cab or driving school vehicle;
- Used for short term hire or daily rental;
- Used for hire and reward;
- Used as a delivery or courier vehicle;
- Driven in a competitive motoring event;
- Used for public services including police, ambulance, fire or military service.

SERVICING REQUIREMENTS

It is a condition of this warranty that your vehicle is serviced at regular intervals, as recommended by its manufacturer. We recommend throughout the warranty period, servicing and repair work to be carried out by an authorised repairer.

It is important that you retain your service receipts as they may be required to validate any claim you make.

Services must be carried out within two months/1,800 miles of the intervals specified by the vehicle manufacturer, whichever comes first.

Section 3 - Details of Cover

WHAT YOUR WARRANTY COVERS

Your warranty covers most components for mechanical and electrical failure with the EXCEPTION of the following items:

EXCLUDED ITEMS

- Batteries (Please note Electric Vehicle Batteries are covered under the manufacturer warranty up to 8 years old or 100,000 miles)
- Ancillary drive belts
- Brake and clutch frictional material
- Bulbs and fuses
- LED lamps are covered providing at least 50% of the lighting has failed
- Exhaust systems and diesel particulate filters (catalytic converters are covered against internal failure only and not accidental damage, corrosion or damage resulting from the use of incorrect fuel)
- Wheels and tyres
- Wheel alignment or any adjustments unless required as part of a component failure covered by the warranty
- Wiper blades
- Water ingress including damage to covered components caused by water
- All serviceable items
- Recharging of the air conditioning unit (unless required as part of a valid repair)
- Electrical software update or reprogramming unless required due to the failure of a covered part
- Trim and bodywork including:

- Interior and exterior trim (including door hinges and check straps)
- Glass (heater elements are covered)
- Seat covers and cushions
- Weather strips and body seals
- Paintwork

IMPORTANT

Neither the Company nor the Administrator will be responsible for damage or losses to components that are not directly covered within the terms of this warranty in any circumstances.

MAXIMUM CLAIM LIMIT

The amount you may claim over the whole period of this warranty is limited to the purchase price of your vehicle.

ADDITIONAL BENEFITS

CAR HIRE

If your vehicle requires repairs which are covered by this warranty you may claim for a replacement hire car (UK only). Car hire is not provided for the first 24 hours of vehicle immobilisation. After this period, we will refund your vehicle hire costs for a comparable vehicle. You will be responsible for the cost of insurance, fuel and ancillary expenses. Please note that the maximum period for which you are entitled to a replacement vehicle following a single incident is three days. Car hire must be from a PEUGEOT or Citroën franchised retailer or recognised car hire company. A deposit may be required.

HOTEL ACCOMMODATION

If your vehicle has broken down and you are unable to return home and the repairs are covered by this warranty you may claim up to £150.00 for one night accommodation (including VAT) for hotel expenses or travel expenses.

The following conditions apply:

1. The breakdown must have left your vehicle unable to be driven.
2. You must provide a copy of the hotel bill and proof that you paid it.

All expenses for Car Hire/Hotel Accommodation must be authorised by SPOTiCAR Warranty Administration and supported by valid receipts and VAT receipted invoices.

For authorisation please contact SPOTiCAR Warranty Administration on **0344 573 8220**.

The above benefits are not applicable to SPOTiCAR MOT Test Warranty.

WHAT YOUR WARRANTY DOES NOT COVER

- Excessive or unreasonable diagnostic time or any diagnostic time which doesn't result in a valid claim (Reasonable diagnostic costs for valid claims will be covered).
- The gradual reduction in operating performance (wear and tear consistent with the age and mileage of the covered vehicle).
- All adjustments and alignments.
- Any loss, damage or failure which occurs while the vehicle is outside the geographical territories detailed in this handbook.
- Mechanical failure caused by faults which, in the opinion of a qualified engineer appointed by SPOTiCAR Warranty Administration, existed before the warranty commenced.
- Vehicles where the speedometer/odometer is altered, disconnected or interfered with in any way, unless it is faulty.
- Faulty speedometers/odometers may be repaired or replaced, but only with our prior authorisation.
- Service/maintenance operations.
- Component failure resulting from accident damage, misuse or neglect.
- Items which do not form part of the manufacturer's original specification for the vehicle.
- Faults resulting from the use of fuel which is either contaminated or inappropriate for the vehicle.

- Not arranging for a fault to be investigated or rectified where damage has subsequently resulted. This would include but is not limited to – continuing to drive with a dashboard warning light illuminated, continuing to drive where the vehicle is producing noise, vibration, fumes or smoke that indicate a potential failure, continuing to drive after advice from an authorised repairer or Roadside Assistance Team to the contrary.
- Damage which has occurred as a result of any accessory being fitted (unless the accessory is approved by the manufacturer for use on the vehicle and fitted according to instructions provided by the manufacturer of the accessory).
- Any damage caused by frost, including damage where lack or failure of anti-freeze has been a contributory factor.
- Damage to a non-covered or excluded component.
- We will only pay claims costs incurred on covered components as a direct consequence of a mechanical or electrical failure of a covered component which leads to a claim made under this warranty.
- Any defect or other loss which has been caused or worsened by the effects of nuclear fuel or nuclear waste, either through direct contact or through exposure to levels of radiation which exceed those permitted in the current legislation.
- We will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any system, software programme malicious code, virus or process or any other electronic system.

WHAT YOUR MOT TEST

PRODUCT COVERS

SPOTiCAR MOT Test Warranty covers the cost of repair, replacement and/or adjustment to the vehicle of the specified parts listed on page 8 which are covered as a direct consequence of such parts being cited in a “notification of refusal to issue an MOT certificate” (form VT30) prepared during the period of cover, as causing the vehicle to fail its MOT test. Only one SPOTiCAR MOT Test Warranty claim is permissible during each 12 month period of the warranty package.

IMPORTANT

The MOT Test does not cover accidental or malicious damage or neglect. The cost of an MOT test or re-test (Northern Ireland Pre-test Inspection) is not covered. See terms and conditions (page 16).

LIGHTING EQUIPMENT

Lamps, reflectors, indicators and bulbs are covered for failure due to: Breakage, discoloration, misalignment, water ingress and corrosion.

STEERING AND SUSPENSION

Manual and power steering units, suspension drag links, track rods/ends, transmission shafts, shock absorbers, road springs, wishbones, swivel joints, mountings, sub-frames and wheel bearings are covered for failure due to: Wear, seizure, leakage and insecurity.

FUEL SYSTEM

Fuel injection system, fuel ECU and fuel pipes are covered for failure to meet MOT exhaust gas emission standards (actual tuning and adjustments or any damage caused by contaminated fuel are not covered under this section). Fuel leaks are not covered.

BRAKING SYSTEM

Brake master cylinder, wheel cylinders, calipers, discs, drums, load compensator, ABS modulator/sensors/computers and brake pipe, hoses, cables are covered for failure due to wear, leakage, seizure, splits/cracks, corrosion and adjustment.

SEAT BELTS

Mountings, belts, retractors and buckles are covered for failure due to wear, non-function and insecurity.

VEHICLE STRUCTURE

Vehicle structure is covered for corrosion. Failure due to accident damage is specifically excluded.

GENERAL

Windscreen wipers, windscreen wiper motor, washer motors and horn.

MAXIMUM CLAIM LIABILITY

Where liability for the cost of repairs is admitted under this MOT Test Warranty, the MOT Cover Holder will be reimbursed repair costs up to a maximum aggregate of £750.00 (including VAT) during each period of MOT Test Warranty.



Section 4 - How to Claim

HOW TO CLAIM UNDER YOUR WARRANTY

At SPOTiCAR Warranty Administration we aim to make the claims procedure as simple as possible. Please follow the guidelines below to ensure any claim you make is managed smoothly.

REPAIRS IN THE UK

1. If you wish to make a claim under the terms of your warranty, we recommend you contact your local PEUGEOT or Citroën franchised retailer, who will agree a suitable time for your vehicle to be inspected and repaired where agreed.
2. Please provide your warranty details and service record with you when delivering the vehicle to the retailer.
3. You should agree that you will pay the diagnostic costs and any repairs that are not covered by the warranty.
4. Having established that your claim is valid, they will contact SPOTiCAR Warranty Administration for authority to proceed. This authority **MUST** be obtained prior to any repair work commencing.
5. SPOTiCAR Warranty Administration reserves the right to examine your vehicle and ask an expert to assess it before any repairs can begin. It shall be clearly understood and agreed that in the event of any dispute arising as to the extent of the liability, the decision of the assessor shall be final and binding on both the Administrator and Warranty Holder.

6. Should you take your vehicle to a non PEUGEOT or Citroën franchised retailer they must contact SPOTiCAR Warranty Administration for authority to proceed before commencing any repairs. All repairers must be VAT registered. Please note, you may be required to pay the retailer on completion of work and may then reclaim the cost from us.

If you need any further assistance relating to a claim, please contact SPOTiCAR Warranty Administration on **0344 573 8220**.

Note: When a repair is undertaken by a PEUGEOT or Citroën franchised retailer, they will obtain prior authorisation from SPOTiCAR Warranty Administration to proceed with the repair and will invoice SPOTiCAR Warranty Administration for the cost.

These invoices must be received by SPOTiCAR Warranty Administration within 30 days of the date of completion of the repairs. Claims received beyond this date will be subject to review in terms of the reason for the delay and it will be at the Administrator's discretion to accept such claims.

REPAIRS OVERSEAS

If it is necessary for a repair on your vehicle to be completed in the European Union or EFTA (European Free Trade Association) you do not require prior authorisation from us.

1. Take your vehicle to the nearest PEUGEOT or Citroën franchised retailer or a local repairer.

2. Give them your authority to complete the repairs.
3. Once the repairs have been completed, pay the costs and retain the invoice.
4. On your return to the UK send your invoice and service records with a covering letter to: SPOTiCAR Warranty Administration, Claims Department, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire, BD3 7AG.

In the event your claim is valid, SPOTiCAR Warranty Administration will reimburse you in pounds sterling at the prevailing rate of exchange on the date of the invoice.

Please note, we may not pay the full cost of a repair which is completed outside of the UK. Reasons for not paying the full cost of repair may include but are not limited to – costs where the labour time exceeds the time allocated by the manufacturer to the same repair in the UK, costs where the parts price exceeds the manufacturers recommended retail price for the part in the country the repair was completed in.

HOW TO CLAIM UNDER YOUR MOT TEST WARRANTY

Simply take your vehicle to the nearest PEUGEOT or Citroën franchised retailer and show them your warranty handbook, Welcome Letter and service record. Please also provide the previous MOT Certificate (if applicable) and the notification of refusal to issue an MOT Certificate (VT30) citing the reasons of failure. The retailer will then take responsibility for establishing that the parts involved in the repair, deemed necessary by the “notification of refusal to issue an MOT Certificate” (VT30), are covered by this MOT Test Warranty. The retailer will be responsible for obtaining prior authorisation from SPOTiCAR Warranty Administration.

IMPORTANT

No repair should commence until SPOTiCAR Warranty Administration has given authorisation. When and if, the vehicle is granted an MOT Certificate (VT20) the retailer will forward a copy of a completed:

- Repair invoice (signed by MOT Test Warranty Holder).
- The “notification of refusal to issue an MOT Certificate” (VT30). SPOTiCAR Warranty Administration reserves the right to examine any vehicle and subject the parts being repaired to expert assessment before commencement of any repairs. It shall be clearly understood and agreed that in the event of any dispute arising as to the extent of the liability, the decision of the assessor shall be final and binding on both the Administrator and the MOT Test Warranty Holder.

*In Northern Ireland your authorised PEUGEOT or Citroën franchised retailer will carry out a pre-test MOT Inspection, and will submit your vehicle for the MOT test on your behalf.

Note: Claims must be received by SPOTiCAR Warranty Administration within 30 days of the date of completion of the repairs. Claims received beyond this date will be subject to review in terms of the reason for delay and it will be at the Administrator’s discretion to accept such claims.

Section 5 - General Terms & Conditions

WARRANTY TERMS AND CONDITIONS

Please take time to read the following terms and conditions, which are an important part of your warranty.

- 1. Warranty Holder** – The Warranty Holder is the only person who is entitled to make a claim under the warranty.
- 2. Vehicle** – Any claim under the warranty must relate to the vehicle described in the Welcome Letter.
- 3. Authorisation** – No repair must be carried out without prior authorisation from SPOTiCAR Warranty Administration, with the exception of repairs completed outside of the UK, which are authorised by the Warranty Holder.
- 4. Payment for repairs** – When a repair is undertaken, the authorised PEUGEOT or Citroën franchised retailer or repairer will obtain prior authorisation from SPOTiCAR Warranty Administration and will invoice them for the cost of the repair. In certain circumstances, SPOTiCAR Warranty Administration may authorise a repair by another retailer in the UK or you may authorise a repair overseas. You may be required to pay the retailer on completion of work and may then reclaim the cost from us.
- 5. List Prices** – We will not pay more than the manufacturer's list prices for parts and manufacturer's warranty rate for labour time. Please bear this in mind if you authorise a repair overseas.
- 6. Invoices** – Any repair which you have paid for or other expenses (Such as hotel accommodation & Car Hire) must be supported by a VAT received invoice. Invoices should be sent to SPOTiCAR Warranty Administration.
- 7. Inspection of Vehicle and Parts** – We reserve the right to inspect the vehicle before authorising repairs and may also arrange for parts to be examined by a claims assessor. Your repairer may be asked to ensure that a faulty part is retained for our inspection following a repair. SPOTiCAR Warranty Administration is entitled to retain any part replaced under the terms of the warranty.
- 8. Dismantling of Vehicle** – It is the responsibility of the owner to authorise the dismantling of the vehicle and pay the charges if such dismantling proves that the failure is not covered under the warranty. The company will only pay for the dismantling if it is part of a valid claim and in accordance with condition 5.
- 9. Design Faults and Recalls** – If any of the vehicle's components has an inherent design fault or is recalled by its manufacturer, the component which is the subject of the design fault or recall is not covered by these warranty terms.

- 10. Servicing** – It is a condition of the warranty that your vehicle is serviced at regular intervals, as recommended by its manufacturer. We recommend throughout the warranty period, servicing and repair work to be carried out by an authorised SPOTiCAR repairer. It is important that you retain your service receipts as they may be required to validate any claim you make. Services must be carried out within one month/1,000 miles of the intervals specified by the vehicle manufacturer, whichever comes first.
- 11. Service record and Receipts** – If you make a claim, SPOTiCAR Warranty Administration will be entitled to check the service record of your vehicle, to confirm that the vehicle has been serviced regularly. You should therefore retain all of your service receipts.
- 12. Modification to Vehicle** – If you would like the vehicle to be modified in any way, you should obtain our prior approval. In the event that a modification which was not approved by us contributes to a fault, we reserve the right to reject any claim you may wish to make in relation to that fault.
- 13. False Claims** – If you make a false claim under the warranty, you will forfeit all benefits and the warranty will be cancelled without any refund payable.
- 14. Other Warranties and Insurance** – You must not use the warranty to recover costs which are covered by another warranty or an existing insurance policy.
- 15. Legal Proceedings** – Following the acceptance of any claim under the warranty, we will have the right to conduct legal proceedings or enter into formal arbitration on your behalf. In doing so, we will be entitled to take action in your name. The cost of the action will be our responsibility, unless you have agreed in writing to an alternative arrangement. We will be entitled to any compensation and/or indemnity benefit obtained through these proceedings, to the extent that these relate to costs or potential liabilities covered by the warranty. We will also be entitled to the costs of our action, if they are assigned to you.
- 16. Repair or Replacement of Parts** – The Administrator's obligations under this warranty are limited to repairing or replacing (at its discretion) any part(s) which prove to be defective.
- 17. Warranty Renewal** – We will not automatically renew this cover after it expires, however, we will try to write to you at the last address you provided to give details on how to continue your cover*. If you do not receive this renewal notification but would like to continue your cover, please contact us on 0344 573 8220.
- 18. Family or Business Relationship with Retailer** – The warranty is not applicable to vehicles owned by people who have any family or business relationship with a proprietor or manager of a franchised SPOTiCAR Retailer. In the event of a claim our Administrator would be entitled to refuse payment. (If the person who arranged this warranty was not aware that you have such a relationship, please inform them.)

*Continuation of cover may be subject to certain vehicle eligibility criteria.

MOT TEST WARRANTY TERMS AND CONDITIONS

The MOT Test Warranty is in addition to your legal rights and does not affect your statutory rights as a consumer. They are in addition to the warranty terms and conditions starting on page 14. The terms and conditions of this MOT Test Warranty are stated below.

1. Your MOT Test Warranty is not valid if your cover is issued within 3 months of your vehicle's next MOT Test.
2. Any exploratory dismantling or diagnosis charges will only be reimbursed as part of a valid claim.
3. It is the responsibility of the vehicle owner to authorise dismantling and / or diagnosis and to pay charges if such dismantling or diagnosis proves that the failure is not covered by the MOT Test Warranty.
4. If any claim is fraudulent in any respect all benefits under this MOT Test Warranty will be forfeited.
5. The reimbursement for any claim under this MOT Test Warranty shall not exceed the manufacturer's list prices for parts and labour costs necessarily incurred in repair of covered components up to the maximum claim liability stipulated on page 11.
6. SPOTiCAR Warranty Administration shall not be liable for any statement or representation, written or verbal (by whomsoever made), which contradicts the terms and conditions in this MOT Test Warranty, unless such statement or representation is supported in writing by the Administrator.
7. A VAT receipted invoice from your PEUGEOT or Citroën franchised retailer must support all claims.
8. This MOT Test Warranty does not cover:
 - The cost of the MOT test or re-test.
 - Any parts which have not actually failed, which are replaced or reported during routine servicing and/or repair of other parts which have failed.
 - Any component covered by any other existing warranties or insurances.
 - Any loss to the MOT Test Warranty Holder in excess of the maximum claim liability.
 - Liability which attaches by virtue of an agreement but which would not have attached in the absence of the said agreement.
 - Any liability for death, bodily injury, or damage to other property or any other losses of whatsoever nature arising directly or indirectly from the claim or event giving rise to a claim under this MOT Test Warranty.

Section 6 - Transfer of Ownership

If you sell your vehicle to a private individual who is not a motor retailer or trader and any balance (e.g. instalment payments) has been paid in full, you can transfer the full benefits of your SPOTiCAR warranty to the new owner.

A warranty transfer request form is on this page and must be completed by you and the new owner. Please do not detach this form – send the entire handbook to SPOTiCAR Warranty Administration Customer Services. We will then send a replacement handbook to the new owner.

If the warranty is to remain valid, this handbook must be received by us within 30 days of the date you sell the vehicle. We recommend that it is sent via registered post. For further information please contact our Customer Services Department on 0344 573 8220 or by post to: SPOTiCAR Warranty Administration, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

TRANSFER REQUEST FORM

PART 1: The former owner must fill this section in.

I sold my vehicle privately on date: _____

I want to transfer this warranty to the new owner.

NEW OWNER'S DETAILS

Title: _____ Initials: _____ Surname: _____

Address and postcode of new owner: _____

New owner's phone number: _____

VEHICLE DETAILS

Registration number: _____

Mileage at date of transfer: _____

Warranty type and number: _____

Former owner's signature: _____

Date: _____

PART 2: The new owner must complete this section.

I have read and fully understand the contents of this handbook and accept the terms and conditions of this warranty.

I certify that:

- To the best of my knowledge, the vehicle has been serviced according to the manufacturer's service recommendations; and
- The details in Part 1 are correct.

I understand that the warranty will not be transferred to me until the Administrator tells me that it has accepted this request for transfer. I will then take the place of the former owner as the Warranty Holder.

I enclose a cheque for £25.00 made payable to SPOTiCAR Warranty Administration.

New owner's signature: _____

Date: _____

Section 7 - Important Information

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 on 0344 573 8220, or in writing to: The Complaints Team, SPOTiCAR Warranty Administration, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire, BD3 7AG.

You can also email us at complaints@motor-admin.com.

Please tell the administrator your name and your claim number or product number. Calls to the administrator may be recorded. The administrator will contact you within five days of receiving your complaint. In some cases, this will be to acknowledge your complaint, but in others it may be to give you a full reply. If the administrator cannot deal with your complaint within five working days, they will aim to give a full reply within 28 days. In complex cases, or where further investigation is needed, this may take longer and they will let you know if this is the case.

This procedure is in addition to your legal rights as a consumer.

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.

To make a complaint to the Motor Ombudsman you can either call their information line or fill in an online form at www.themotorombudsman.org/consumers/make-a-complaint.

Please note: The Motor Ombudsman can only deal with your complaint if you have already complained direct to the administrator and at least eight weeks have passed since you did that. Complaints to the Motor Ombudsman must be made within 12 months of the administrator's final response.



Motor Industry Code of Practice for

Vehicle Warranties

PRIVACY AND DATA PROTECTION NOTICE

1. DATA PROTECTION

SPOTiCAR Warranty Administration (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 products, services and insurance, administering memberships, 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.

4. INTERNATIONAL TRANSFERS OF DATA

The personal data the Data Controller collects from you may be transferred to, processed and stored at, a destination outside the European Economic Area (“EEA”). Where the Data Controller transfers your personal data outside of the EEA, the Data Controller will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and 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 ten (10) 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, SPOTiCAR Warranty Administration, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG, England.

Section 8 - Cancellation and Refunds

We hope that you will be happy with the cover your warranty provides. As this product is provided free of charge, there is no refund payable on cancellation. If you do wish to cancel the cover, in the first instance please contact your supplying retailer who will process the cancellation for you.



SPOTiCAR Assistance

SPOTiCAR Assistance is complimentary on SPOTiCAR vehicles up to 10 years old and under 100,000 miles at the time of purchase.

CONTACT INFORMATION

	TELEPHONE	IN WRITING
Breakdown in the UK	0333 202 2997	
Breakdown in Europe Calling from Europe Calling from the Republic of Ireland	0033 487 257 036 1800 646549	
Section E - European Breakdown Cover To request a claim form: From the UK From Europe	0800 107 5861 +44 161 332 1040	europeanclaims@rac.co.uk www.rac.co.uk/europeanclaimform
SPOTiCAR Warranty Administration Customer Services Regarding the administration of your cover	0344 573 8220	SPOTiCAR Warranty Administration Jubilee House 5 Mid Point Business Park Thornbury West Yorkshire BD3 7AG
RAC Customer Care Regarding the breakdown service provided	0330 159 0339	SPOTiCAR Breakdown Customer Care Great Park Road Bradley Stoke Bristol BS32 4QN breakdowncustomercare@rac.co.uk
Hearing assistance (in the UK)	Telephone prefix 18001 to access Typetalk or text us on 07855 828 282	

TELEPHONE CHARGES

We do not cover the cost of making or receiving telephone calls. **Our** calls may be monitored and/or recorded.

In the UK

Call charges may apply. Please check with **your** telephone provider. 03 numbers are charged at national call rates and usually included in inclusive minute plans. Text messages will be charged at **your** standard network rate.

In Europe

Roaming charges may apply when making or receiving calls, please check with **your** mobile phone provider for more information. It may not always be possible for **us** to return a call to a mobile phone.

IF YOUR VEHICLE BREAKS DOWN, PLEASE PROVIDE US WITH

1. The **vehicle's** make, model and registration number
2. The exact location of the **vehicle** – the road you are on or the nearest road junction
3. The number of the phone **you** are using
4. The cause of the **breakdown**, if **you** know it
5. A credit card in **your** name if **you** need additional services or a hire car

Some garages in **Europe** will require **your** passport and passport number before they begin any repairs.

If **you** fail to contact **us** within 24 hours of becoming aware of the **breakdown** **we** may refuse to provide assistance in relation to that **breakdown**.

REMEMBER

Please let **us** know if **you** have called **us** but manage to get going before **we** arrive.

We will only provide assistance if **we** arranged help, so please do not go directly to a garage or other recovery service, or otherwise approve action taken by **you** or on **your** behalf.

BREAKDOWN ON A MOTORWAY IN FRANCE OR MAINLAND EUROPE

Motorways in France and many other European countries are privately managed. If **your vehicle breaks down** on a French motorway, motorway service area, or other European private motorway, **you** must use the roadside emergency telephones as **we** cannot send assistance. If the **vehicle** is recovered by the police or authorised motorway services, **you** may have to pay labour and towing charges on the spot and a standard tariff is normally applied.

We will **reimburse** these charges as long as the **vehicle** is towed to the recovery company's depot. This may also apply to other roads, so **we** recommend **you** use the emergency phones where available. If they will not send a breakdown recovery vehicle, **you** should contact **us**.

Your Terms and Conditions

Please read and keep for your records

DEFINITIONS

Any words in bold appearing throughout this SPOTiCAR Assistance booklet have a specific meaning which we explain below:

“**beyond economical repair**” means where the total cost required to repair the **vehicle**, including any taxes, is greater than the **market value** of the **vehicle**. If the **vehicle** has **broken-down**, the total cost required to repair the **vehicle** will be based on the estimate for repair provided by the service provider in the applicable country in **Europe** where the **breakdown** has occurred;

“**breakdown**”/“**break down**”/ “**broken-down**” means an event during the **period of service**, that stops the **vehicle** from being driven because of a mechanical or electrical failure including as a result of battery failure, but not as a result of a mis-fuel, road traffic collision, tyre puncture, fire, flood, theft, acts of vandalism, or any **driver-induced fault**;

“**caravan**”/“**trailer**” means any caravan or trailer which weighs no more than 3.5 tonnes (MAM), and is no more than 7 metres long (including tow bar) and 2.55 metres wide. In **Europe** the caravan or trailer must also be no more than 3m high.

“**driver**” means **you** or any authorised **driver** of the vehicle at the time of **breakdown**;

“**driver-induced fault**” means any fault caused by actions or omissions of the **driver** of the **vehicle**, for example running out of AdBlue, fuel (or charge in an electric vehicle), lost, stolen or broken keys, or locking your keys in your **vehicle**;

“**Europe**” means Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus,

Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russian mainland (west of the Urals), San Marino, Serbia, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla and the Canary Islands), Sweden, Switzerland, Turkey (in Europe) plus Uskudar, Ukraine, Vatican City and any offshore islands of the above, except overseas territories outside of Europe;

“**European assistance limits table**” means the table outlining the limits that apply to Section E (European breakdown cover) on page 24;

“**fulfilment document**” means the literature **you** were provided with from **SPOTiCAR Warranty Administration** upon taking out SPOTiCAR Assistance, including these terms and conditions;

“**home**” means the address in the **UK** where **you** live permanently, as shown on **your fulfilment document**;

“**journey**” means a trip to **Europe lasting no longer than 90 days** which begins on departure from **home** on or after the **start date** and ends on return **home** during the **period of service**;

“**market value**” means the market value in the **UK**, as reasonably determined by **us** in accordance with published industry data (using Glass’s Guide or other appropriate trade vehicle valuation guide), of a **vehicle** based upon one of equivalent age, make, recorded mileage and model;

“**passengers**” means the **driver** and any passengers travelling in the **vehicle** up to the maximum number permitted as specified by the manufacturer;

“**period of service**” means the length of time **your vehicle** is eligible for SPOTiCAR Assistance, from the **start date**, as shown on **your fulfilment document**;

“**SPOTiCAR Warranty Administration**” means Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG who administers this service on behalf of **us**.

“**RAC**”/“**we**”/“**us**”/“**our**” means RAC Motoring Services and any person employed or engaged to provide services on their behalf;

“**reimburse**”/“**reimbursement**” means reimbursement by **us** under the reimbursement process on page 22;

“**specialist resource**” means resource or equipment that is not normally carried by **us** but is required to complete a repair or recovery, for example a crane, tractor or locksmith;

“**start date**” means the date that this SPOTiCAR Assistance begins, as shown on **your fulfilment document**;

“**UK**” means England, Scotland, Wales, Northern Ireland, and for the purpose of this document, includes the Channel Islands and the Isle of Man;

“**vehicle**” means the **UK** registered vehicle shown on **your fulfilment document**; and

“**you**”/“**your**” means the customer taking out SPOTiCAR Assistance as named on the **fulfilment document**.

IMPORTANT INFORMATION ABOUT SPOTiCAR ASSISTANCE

- SPOTiCAR Assistance is available only as part of **your** SPOTiCAR Warranty and offers services relating to the **breakdown** of the **vehicle** shown on **your fulfilment document**.

- The **vehicle** is covered, whoever is driving.
- There are general conditions that apply to all sections. There are also specific conditions that are set out in each section that apply to each section. **You** must meet all of these conditions.
- All requests for service must be made directly to **us**.
- SPOTiCAR Assistance will start on the **start date** and end on the dates shown on **your fulfilment document**.

Your SPOTiCAR Assistance consists of:

1. A description of the complimentary **breakdown** services **you** receive.
2. A **fulfilment document** – detailing the type and duration of cover.

LIMITS OF COVER

1. Section E (European breakdown cover) includes unlimited **journeys** during the **period of service**, but each **journey** is limited to a maximum of 90 days;
2. In order to request service under Section C (Recovery) **we** must have first attended under Section A (Roadside); and
3. In order to request services under Section D (Onward Travel), **we** must have first attended under Section A (Roadside) or B (At Home).
4. There are limits on the amount that is covered under certain sections, as set out in this document.

REIMBURSEMENT

Under some sections, **you** may need to pay for the service up front and claim this back from **us**. To do so, please visit www.rac.co.uk/europeanclaimform for reimbursements under Section E (European breakdown cover), or www.rac.co.uk/reimbursementclaimform for all other sections.

If **you** have any queries please contact RAC Customer Care (see Contact information, page 2). Please send **your** completed claim form with proof of payment (such as a receipt) to Customer Services. **We** may ask **you** to supply original documents.

Please note: Any costs that are not arranged through **us** or agreed by **us** will not be **reimbursed**.

HIRE CAR TERMS

Certain sections of SPOTiCAR Assistance include the supply of a hire car. Where a hire car is available as a covered benefit, the following terms apply:

1. If **your vehicle** has more seats than the hire car **we** provide, and **you** require more seats, **we** may need to provide two cars.
2. If **you** are not eligible for a hire car arranged by **us** for any reason, such as **you** do not meet the hire car provider's terms (e.g. **you** have certain types of endorsements on **your** licence or **you** are under 21), and **you** choose to hire a car yourself, let **us** know and then provided **we** have agreed the cost beforehand, **we** will **reimburse you** up to the limits detailed under Sections D (Onward Travel) or E (European breakdown cover).
3. Where **we** arrange a hire car **we** will pay the insurance and collision damage waiver (this covers the cost of damage but there may still be an excess).
4. **We** will not provide any specific car type, model or accessories, including tow bars.
5. **We** will not cover any costs of:
 - a) fuel while using the car hire; or
 - b) any insurance excess and additional costs.

CARAVANS AND TRAILERS

We do not cover the **breakdown** of **caravans** and **trailers** under SPOTiCAR Assistance. If, however, the **vehicle** is towing a **caravan** or **trailer** at the time of **breakdown**, and **we** are unable to repair the **vehicle** at the roadside, **we** will recover the **caravan** or **trailer** along with the **vehicle**.

Your Cover - Complimentary SPOTiCAR Assistance

SECTION A: ROADSIDE

Service provided

If **your vehicle breaks down** within the **UK** more than a ¼ mile from **your home**, we will:

1. Send help to repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
2. If **we** are unable to repair the **vehicle** at the roadside, **we** will recover the **vehicle** and **passengers** to the nearest PEUGEOT or Citroën franchised retailer or a destination of **your** choice up to a maximum of 10 miles from the **breakdown**.

If **we** recover the **vehicle**, **we** will **reimburse you** for taxi costs for **passengers** to continue the journey to a single destination within 20 miles.

Service not provided

1. The cost of any parts or **specialist resource**;
2. The fitting of parts, including batteries, supplied by anyone other than **us**; or
3. Any **breakdown** resulting from a fault that **we** have previously attended and:
 - a) the original fault has not been properly repaired; or
 - b) **you** have not followed **our** advice after a temporary repair.

SECTION B: AT HOME

Service provided

We will provide the same service as the "Service provided" part of Section A (Roadside) if **your vehicle breaks down** at, or within a ¼ mile of, **your home**.

Service not provided

Please see the "Service not provided" part of Section A (Roadside), which also applies here.

SECTION C: RECOVERY

Service provided

If **we** are unable to repair the **vehicle** under Section A (Roadside), **we** will recover the **vehicle** and **passengers** from the **breakdown** location to any PEUGEOT or Citroën franchised retailer within the **UK** for repair, or a single destination of **your** choice within the **UK**.

For long distances **we** may use more than one recovery vehicle.

Please note: Recovery must be arranged with **us** while **we** are at the scene.

Service not provided

1. Please see the "Services not provided" part of Section A (Roadside), which also applies here;
2. A second recovery owing to the intended original destination being closed or inaccessible.

SECTION D: ONWARD TRAVEL

If **we** attend a **breakdown** under Sections A (Roadside) or B (At Home), and the **vehicle** cannot be fixed on the same day, **we** will help **you** by making arrangements to allow the continuation of **your** journey. **You** can choose one of the following options, based on **your** circumstances and subject to availability:

1. Hire Car;
2. Alternative transport; or
3. Overnight accommodation.

1. Hire car

Service provided

Please see Hire Car terms on page 22

We will arrange a hire car for up to 48 hours or until **your vehicle** has been fixed, if sooner.

If **you** arrange **your** own hire car in line with the 'Hire car terms' on page 22, **we** will **reimburse you** up to £35 per day.

Hire cars must be arranged with **us** within 24 hours of the time of the **breakdown**.

2. Alternative transport

Service provided

If **you** would prefer to continue the journey by air, rail, taxi or public transport, **we** will **reimburse you** for a standard class ticket up to £150 per person or £500 for the whole party, whichever is less.

3. Overnight accommodation

Service provided

You may decide that waiting for **your vehicle** to be fixed is best. **We** will arrange one night's bed and breakfast accommodation, up to a value of £150 per person or £500 for the whole party, whichever is less.

4. Assistance in a medical emergency

Service provided

We will also help if **you** or one of **your passengers** suddenly or unexpectedly falls ill and needs medical help before the end of **your** journey. **We** will help **you**:

1. Book one night's bed and breakfast accommodation for **you** and **your passengers** if the hospital is more than 20 miles from **home**. **We** will **reimburse you** up to £150 per person or £500 for the whole party, whichever is less; and
2. Arrange to get the patient home or to a local hospital as soon as they are fit to travel.

Service not provided

We will not assist **you** where **you** or one of **your passengers** is taken ill during

a journey to or from a doctor's surgery or hospital, including planned doctor or hospital appointments or emergencies.

SECTION E: EUROPEAN BREAKDOWN COVER

European assistance limits table

Section	Assistance limits
E1 – Onward travel in the UK	<ul style="list-style-type: none">• Hire Car: up to 6 days, or• If you are not eligible for our hire car, a reimbursement limit of up to £125 per day up to a maximum of £750, whichever is less
E2 – Roadside assistance in Europe	<ul style="list-style-type: none">• Unlimited roadside assistance in Europe• Garage Labour up to £150 if repairs can be completed on the same day
E3 – Onward travel in Europe (including recovering you and your passengers back to the UK)	<ul style="list-style-type: none">• Hire car or alternative transport limit: Up to £125 per day, up to a maximum of £1,500, whichever is less• Additional accommodation expenses (room only): Up to £50 per person per day, up to a maximum of £500, whichever is less

<p>E4 – Getting your vehicle home (providing your vehicle is not beyond economic repair)</p>	<ul style="list-style-type: none"> • Costs up to the market value of your vehicle, or £500, whichever is greater. • Hire Car – up to £40 per day for up to 3 consecutive days
<p>E5 – Vehicle break-in emergency repairs</p>	<ul style="list-style-type: none"> • Up to £180

2. If **we** are unable to repair the **vehicle** at the roadside, **we** will:

- a) recover the **vehicle** and **passengers** to a local garage for fault diagnosis on the **vehicle**;
- b) pay for the initial fault diagnosis to find the next course of action;
- c) contribute towards the garage labour charges up to the amount in the **European assistance limits table**;
- d) help **you** purchase replacement parts if they cannot be found locally, and pay for them to be delivered; and
- e) **we** will also relay any urgent messages from **you** to a contact of **your** choice.

Service not provided

1. Repair costs if the **vehicle** repair costs will be more than its **market value**.

2. The costs of any parts or **specialist resource**.

Please note: By claiming under this section **you** are authorising **us** and the garage to undertake fault diagnosis.

SECTION E3: ONWARD TRAVEL IN EUROPE

We will assist **you** up to the limit shown in the **European assistance limits table**.

Service provided

If **your vehicle** has a **breakdown** during a **journey** in **Europe**, and **we** establish that the repairs cannot be completed within 6 hours, **we** will help **you** by making arrangements for the **passengers** to continue the **journey**. **You** can choose one of the following options, based on **your** circumstances and subject to availability:

1. Hire Car;
2. Alternative transport; or
3. Additional accommodation expenses.

SECTION E1: ONWARD TRAVEL IN THE UK

Service provided

If **we** attend a **breakdown** under Section A (Roadside) and **we** cannot fix **your vehicle** by **your** planned departure date and:

1. **you** are within 48 hours of **your** planned departure date; and
2. limited to the maximum amount set out in your **European assistance limits table** **we** will arrange a hire car for the continuation of **your journey** or until **your vehicle** has been fixed if sooner, and **we** will transport one person to **our** nearest hire car supplier to collect the vehicle. Please see 'Hire car terms' on page 22.

SECTION E2: ROADSIDE ASSISTANCE IN EUROPE

We will provide assistance up to the limit shown in the **European assistance limits table**.

Service provided

If **your vehicle** breaks down in **Europe** during a **journey**, **we** will send help to either:

1. Repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or

Service not provided

The cost of transporting **you** and **your passengers** to collect **your** hire car, getting to a station or travel to **your** hotel.

1. Hire Car

Service provided

A hire car as a replacement until **your vehicle** has been fixed, up to the limits in the **European assistance limits table**. Please see 'Hire car terms' on page 22.

2. Alternative transport

Service provided

A standard class ticket up to the limits in the **European assistance limits table** for travel by air, rail, taxi or public transport.

3. Additional accommodation expenses

Service provided

We will arrange and pay for additional accommodation expenses if **you** are unable to use **your** pre-arranged accommodation.

Service not provided

Accommodation where **you** have suitable alternative accommodation **you** can use. Benefit under this section will stop once:

1. The **vehicle** has been repaired to a roadworthy condition; or
2. The decision to bring **your vehicle home** is made by **us**; or
3. Once **we** establish that the repair costs to **your vehicle** exceed its **market value**.

Once **you** are notified of cover ending, if **you** have a hire car, **you** must return it to the place agreed with **us** within 24 hours. **You** can keep the hire car for longer if **you** agree this with **us** first and pay for it.

Getting your passengers home

We will provide alternative transport as above to get the **passengers** back **home** if:

1. **Your vehicle** is brought back **home** under Section E4; or

2. Once **we** establish that the repair costs to **your vehicle** exceed its **market value** under Section E4.

SECTION E4: GETTING YOUR VEHICLE HOME

We will assist **you** up to the limit shown in the **European assistance limits table**.

Service provided

If **we** attend a **breakdown** in **Europe** under Section E2 and the **vehicle** cannot be repaired before **your** planned return to the **UK**, **we** will arrange and pay for:

1. Recovery of the **vehicle** to a single destination of **your** choice within the **UK**; and
2. Storage charges for the **vehicle** whilst awaiting the **vehicle** to be returned to the **UK**; or
3. If **your vehicle** is repaired in **Europe**, the cost of one person to travel to collect the **vehicle** by standard class rail, air fare or public transport, and a contribution towards room only accommodation up to £50 per day;
4. If the cost of repairing the **vehicle** is greater than its **market value** as a result of a **breakdown** and it has to be disposed of abroad under Customs supervision, **we** will pay the cost of the import duty;
5. **Reimbursement** for a hire car in the **UK** once **we** have brought **passengers home** under Section E3, until **your vehicle** is brought back to the **UK**, up to the amount set out in the **European assistance limits table**.

We will take the **passengers** in the **vehicle home** under Section E3.

It is **our** decision whether to get **your broken-down vehicle home** or have it repaired locally.

Service not provided

1. Any costs:
 - a) if **your vehicle** is **beyond economical repair**

- b) covered under **your** motor insurance;
- c) relating to storage once **you** have been notified that **your vehicle** is ready to collect; and
- d) relating to any costs incurred as a result of actions or omissions of **your** motor insurers;

2. We will not take the **vehicle** back home if:

- a) the **vehicle** is roadworthy; or
- b) a customs officer or other official finds any contents in **your vehicle** that are not legal in that country;

3. Any import duties not relating to the **vehicle**, for example relating to items carried in the **vehicle**;

4. We will not cover the costs of fuel, insurance or meals;

5. We will only cover costs under this section to the amount set out in the **European assistance limits table**, so if **you** want **us** to bring the **vehicle** home and the costs of bringing the **vehicle** home exceed this, **you** will need to pay any additional costs before **we** make arrangements.

Important:

- Following **our** authorisation, it can take up to 14 working days for the **vehicle** to be delivered back to the **UK**. At busy times and from some countries it may take longer.
- If **we** do not bring **your vehicle** back to the **UK**, **you** will have 10 weeks in which to advise **us** of how **you** wish to recover or dispose of it. If **you** do not contact **us** within 10 weeks **we** will dispose of it at **your** cost.

SECTION E5: VEHICLE BREAK-IN EMERGENCY REPAIRS

You must report the break-in to the police within 24 hours in order to obtain a written report before contacting **us** under this section.

Service provided

If the **vehicle** suffers damage to windows, windscreens or locks caused by forcible entry or attempted forcible entry, although this is not a **breakdown**, **we** will **reimburse you** up to the amount shown in the **European assistance limits table**, for:

1. immediate emergency costs incurred in order to continue **your journey**; or
2. the costs of recovering the **vehicle** to a local repairer to ensure **your vehicle** is secure and roadworthy.

Service not provided

1. The cost of any parts or **specialist resource**.
2. Any benefits under any other section of SPOTICAR Assistance.

SECTION E6: REPLACEMENT DRIVER

Service provided

Although this is not covered as a **breakdown**, if **you** suddenly or unexpectedly fall ill or **you** are injured during **your journey** in **Europe**, meaning **you** are unable to drive, **we** will provide a replacement driver to allow **you** to continue **your journey** or return home.

We will require written confirmation from the treating hospital or medical expert that **you** are unable to drive.

Service not provided

1. If there is another qualified driver who is a **passenger** and who is fit and legally able to drive the **vehicle**.
2. Any benefits under any other section of SPOTICAR Assistance.

GENERAL CONDITIONS

The following conditions apply to all sections.

- 1. You** must request services directly from **us**, as **we** will only provide services if **we** make arrangements to help **you**.
- Where the **breakdown** is caused by a component failure, this must stop the **vehicle** from working, so for example an air-conditioning failure in itself does not constitute a **breakdown**, and the illumination of a warning light does not always constitute a **breakdown**. If it does not, **you** will need to take **your vehicle** to a place of repair and **we** will not cover this.
- We** will not provide service where the **vehicle** is already at a garage or other place of repair.
- Where **we** deem, acting reasonably, that **you** requested service to avoid the cost of repairing the **vehicle**, or to correct an attempted repair by someone else, **we** will not provide service.
- A **driver** must be with the **vehicle** when **we** attend. If there is not, **we** will not be able to provide assistance.
- You** are responsible at all times for the care of **your** personal belongings, valuables, luggage and goods in or on a **vehicle**. **We** will not be responsible for any loss of or damage to them.
- Where **we** recover **passengers** under the age of 16, they must be accompanied by an adult.
- We** will not allow animals in **our** vehicles, except assistance dogs. Any animals can remain in the **vehicle** at the **driver's** own risk. **We** will not be liable for any injury to animals, or damage caused by them. **We** will not transport any livestock. **We** will not be responsible for any costs relating to animals.
- The **vehicle** must not carry more **passengers** than the number stated in the **vehicle's** registration document. Each **passenger** must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat if required.
- Where **we** provide a repair to the **vehicle**, whilst **we** are responsible for that repair, this does not mean that **we** are confirming the legal and roadworthy condition of the **vehicle**. This remains the **driver's** responsibility.
- We** will not be responsible for any losses that may incur following a **breakdown** that are not expressly covered under SPOTiCAR Assistance. For example, **we** will not pay for any loss of earnings or missed appointments.
- We** do not guarantee that recovery to any garage, including a PEUGEOT or Citroën franchised retailer, will be during opening hours, or that repairs can start immediately. Whilst **we** will try to check that the garage will undertake the type of repairs required, **we** cannot guarantee this. **We** will not take responsibility for repairs carried out at any garage and the contract for such repairs will be between **you** and the garage/repairer.
- We** will not provide service under SPOTiCAR Assistance if **we** are prevented from doing so in circumstances beyond **our** reasonable control, including, but not limited to, an act of terrorism, a pandemic or epidemic, extreme weather, the activities of civil or government authorities, industrial disputes, riots, war or civil unrest. In these circumstances, **we** will take steps to prevent or minimise the effects on **our** services.
- The cost of the following is not covered:
 - specialist resource;**
 - tolls, ferries, congestion or low emission

- zone charges for **your vehicle** and **our** vehicle;
- c) any damage to glass even if the damage means the **vehicle** cannot be legally or safely driven. **We** will arrange transport to a local garage so **you** can arrange to get the **vehicle** fixed but **you** will have to pay for this; or
 - d) recovery by someone other than **us**. If the emergency services, local authority or any government agency are handling the **breakdown**, **we** will only attend and provide recovery once instructed to do so by them.
15. In handling any request for service there may be more than one option available to **you**. **We** will decide which is the most appropriate option based on **our** expertise in **breakdown** situations. In doing so **we** will act in consultation with **you**, and act reasonably at all times.
16. SPOTiCAR Assistance does not cover:
- a) routine servicing, maintenance or assembly of **your vehicle**;
 - b) **caravans** or **trailers**;
 - c) **breakdowns** that occur during activities or events that are not subject to the normal rules of the road, for example, **breakdowns** on a track day. **We** will not attend **breakdowns** on race tracks or where **you** have been immediately recovered from a race track;
 - d) **breakdowns** that occur, or recovery of **vehicles** to a destination, that is off the public highway to which **you** or **we** have no legal access;
 - e) **your vehicle** if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines;
 - f) **vehicles** that are not in a roadworthy condition. If **we** consider, acting reasonably, that the **vehicle** is not in a legal or roadworthy condition, **we** can refuse to provide service. If **you** can demonstrate that the **vehicle** is roadworthy **we** will provide service;
 - g) any request for service that is or may be affected by the influence of alcohol or drugs;
 - h) any **breakdown** that is caused by or as a result of vehicle theft or fire; or
 - i) any request for service where the **breakdown** was not first reported to **us** under SPOTiCAR Assistance.
17. If **you** are asked to review and approve a document (either paper or electronic) recording the condition of **your vehicle** and **our** findings at the roadside, it is **your** responsibility to ensure that the record is accurate and complete. **We** will not be responsible for any errors or omissions.
18. Where **we** arrange a hire car, taxi, hotel or similar benefit, **we** will always try to find a suitable option that is available at the time, however:
- a) **we** are not responsible for the quality or service of each individual hotel, train or taxi booked; and
 - b) for hire cars, whilst **we** use reputable companies, **we** are unable to and cannot be responsible for checking the condition of each vehicle or the quality of service provided by each company;
- ### CONDITIONS SPECIFIC TO TRAVEL IN EUROPE
19. Requests for service made more than 24 hours after the **breakdown** may be declined in part or completely;
20. **We** do not cover:
- a) **vehicle** storage charges, other than under Section E4 (Getting your vehicle home);
 - b) the hire of minibuses, motorhomes, motorcycles, **caravans**, **trailers** or vans;
 - c) overloading of a **vehicle** under the laws in any country in which the **vehicle** is

travelling;

d) **Breakdowns in Europe** caused by running out of oil or water, frost damage or rust or corrosion.

21. We will not cover any repairs which are not essential in order to continue the **journey**.

22. You must make sure the **vehicle** meets all relevant laws of the countries **you** visit during a **journey**;

23. How **we** calculate the exchange rate:

- a) Any costs incurred directly by **us** in a currency other than GBP will be converted to GBP at the exchange rate used by **us** at the time;
- b) Costs incurred by **you** in a currency other than GBP which are recoverable from **us** will be converted to GBP either:
 - i. at the exchange rate used by **your** credit or debit card provider; or
 - ii. at the exchange rate used by **us** when **we** receive **your** claim form if **you** paid in cash

24. If your vehicle needs to be repaired following a **breakdown, you** must not delay or refuse repairs whilst **you** are in **Europe**. If **you** do, and in **our** reasonable opinion that would lead to additional costs being incurred, **we** reserve the right to refuse to provide service under section E3 (Onward Travel) or section E4 (Getting your vehicle home).

ADDITIONAL BENEFITS

The following are provided at no additional charge:

1. Service in the Republic of Ireland

Please note: This service is only provided if **your home** address is in Northern Ireland and as an alternative option to **your** European breakdown cover under Section E.

If the **vehicle** has **broken-down** in the Republic of Ireland, **we** will provide a Roadside attendance service only, as

described under Section A (Roadside). If **we** are unable to repair **your vehicle** at the roadside, **we** will recover the **vehicle** to **your home**, or to another destination in Northern Ireland if the distance is less.

2. Urgent Message Relay

If **your vehicle** has **broken-down** and **you** need to get in touch with friends and family urgently, **we** will get a message to them for **you**.

3. UK Replacement Driver or recovery, in the event of illness or injury

If **you** suddenly or unexpectedly fall ill or are injured, during a journey in the **UK** and no one within **your** party can drive the **vehicle, we** may be able to provide **you** with a replacement driver or recover the vehicle and passengers to a single destination within the UK. This service is discretionary, and **we** will decide whether or not to provide this service. **We** will require written confirmation from the treating hospital or medical expert that **you** are unable to drive.

ADDITIONAL SERVICES

We can provide additional services that are not included in SPOTiCAR Assistance but **we** will charge **you** for these, for example to:

- Purchase the parts **you** need to get on **your** way;
- Pay for **specialist resource** to complete the recovery or repairs;
- Extend the hire time for a replacement car;
- Attend a **driver-induced fault**; or
- Arrange a second or extended recovery.

We will agree these costs up front and will need full payment before **we** can help. If **you** are named on the **fulfilment document, you** will be responsible for any additional charges, so if **we** help someone under SPOTiCAR Assistance and they cannot pay, **we** will invoice **you**.

CANCELLATION

As this product is provided free of charge, there is no refund payable on cancellation.

If **you** do wish to cancel the cover, in the first instance please contact the supplying retailer who will process the cancellation for **you**.

MISUSE OF SERVICE

You must not:

1. Behave inappropriately towards **us**, including acting in a threatening or abusive manner, whether verbally or physically;
2. Persuade or attempt to persuade **us** into a dishonest or illegal act;
3. Omit to tell **us** important facts about a **breakdown** in order to obtain a service;
4. Provide false information in order to obtain a service;
5. Pay for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

If these conditions are not complied with, **we** may:

1. Restrict the cover available to **you** in the future;

2. Restrict the payment methods available to **you**;
3. Refuse to provide any services to you under SPOTiCAR Assistance with immediate effect;
4. Immediately cancel this cover; and
5. Refuse to sell any policies or services to **you** in the future.

CHANGES TO YOUR DETAILS

You must let **SPOTiCAR Warranty Administration** know immediately if **you** need to change **your** details or cover.

All communications from **us** shall be deemed duly received if sent to **your** last known address.

COMPLAINTS

We are committed to providing excellent service. However, **we** realise that there are occasions when **you** feel **you** did not receive the service **you** expected. If **you** are unhappy with **our** services relating to SPOTiCAR Assistance, such as services at or following a **breakdown**, or the additional benefits, please contact **us** as follows:

	Phone	In writing
Breakdown Complaints	0330 159 0339	SPOTiCAR Breakdown Customer Care RAC Motoring Services Great Park Road Bradley Stoke Bristol BS32 4QN breakdowncustomercare@rac.co.uk
Administration Complaints	0344 573 8220	The Complaints Team SPOTiCAR Warranty Administration Jubilee House 5 Mid Point Business Park Thornbury West Yorkshire BD3 7AG complaints@motor-admin.com

YOUR DATA

For the purposes of the UK Data Protection Laws, the data controllers in relation to the personal data **you** provide for this product are **SPOTiCAR Warranty Administration** (SWA) and RAC Motoring Services (RACMS). The provision of **your** personal data enables SWA to provide administration services in relation to Roadside Assistance products and for RACMS to provide the Roadside Assistance service or benefit. Details of how both RACMS and SWA process your data are set out below.

RACMS

This part of the SPOTiCAR Assistance summarises how RAC Motoring Services (RACMS) collects and uses **your** data. For more information about how RACMS processes **your** data, please visit their full privacy notice which is available at rac.co.uk/privacy-policy. Alternatively, **you** can obtain a copy by contacting their Data Protection Officer (whose contact details are below).

Under SPOTiCAR Assistance RAC Motoring Services (RACMS) shall be the data controller for the purpose of providing the services.

The registered office for RACMS (registered number: 01424399) is RAC House, Brockhurst Crescent, Walsall, WS5 4AW.

CONTACTING RAC'S DPO

You can contact the Data Protection Officer for the RAC Group, which includes RACMS, by emailing dpo@rac.co.uk or writing to the Data Protection Officer, RAC House, Great Park Road, Bradley Stoke, Bristol BS32 4QN.

SOURCE OF YOUR DATA

RACMS obtains **your** personal data from SWA and from **you** when you contact them directly.

Please be aware that they may record telephone calls for staff training and evidential purposes.

WHY DOES RAC USE YOUR INFORMATION?

RACMS uses **your** personal data to achieve the legitimate interest of providing **you** with services of SPOTiCAR Assistance and for related purposes such as handling claims or to reduce the risk of payment default and fraudulent abuse.

They may also process information to comply with a legal obligation.

WHAT TYPES OF INFORMATION DOES RAC OBTAIN ABOUT YOU?

The categories of personal data that RACMS uses are:

- **Information about you:** **your** name; **your** address; **your** phone number; **your** email address.
- **Information about your passengers:** including their names and home addresses.
- **Location information:** the location of **you** and **your vehicle** and information about any relevant journeys.
- **Product information:** such as **your** Product Reference number, **start date** and expiry date.
- **Vehicle information:** **vehicle** registration number; manufacturer; model; date of first registration with the DVLA.
- **Breakdown information:** information about the cause of **your breakdown**.
- **Payment details:** Credit or debit card details.
- **Expenses information:** Where **RAC** covers payment of **your** expenses, they will need information about those expenses.
- **Health information:** in very limited circumstances, **RAC** may need to ask for information about **your** health and wellbeing for the purpose of performing their obligations under **your** cover, particularly those relating to any assistance in a medical emergency.

You have a number of rights relating to **your** personal data. For information about **your** rights, please visit rac.co.uk/privacy-policy, contact their Data Protection Officer or contact RAC Customer Centre:

1. Call: 0330 159 0360
2. Email: breakdowncustomercare@rac.co.uk;
3. Write to them: Freepost RTLA-HZHB-CESE, RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol, BS32 4QN

Notes

Notes





Issued by

SPOTICAR Warranty Administration
Jubilee House
5 Mid Point Business Park
Thornbury
West Yorkshire BD3 7AG

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