

## **PRESTIGE/PRESTIGE PLUS WARRANTY**

Both our Prestige and Prestige Plus warranty plans cover mechanical or electrical failure defects to all factory fitted components of your vehicle, and certain consequential failures as outlined below.

### **MECHANICAL OR ELECTRICAL FAILURE**

Mechanical or electrical failure is the sudden and unexpected failure of a component which is covered by the warranty and which requires immediate repair or replacement. Wear and tear or normal deterioration is not covered under the definition of mechanical or electrical failure.

### **CONSEQUENTIAL FAILURE**

Should a covered mechanical or electrical component fail and as a consequence, cause failure to a factory fitted component on the vehicle, which is not normally covered under the terms of this warranty, we will pay the costs of the repair or replacement of such components at warranty rates for labour and parts.

Under the terms of this clause, we will not pay for consequential failure or damage to glass, paintwork, bodywork, trim, upholstery, cosmetic finishes, wheels, tyres, accessories and strikers and hinges.

1 Under the terms of this clause we will not pay for consequential failure as a result of fire or flood.

### **HOW TO MAKE A WARRANTY CLAIM**

Should it be necessary to make a claim under the terms of this warranty, simply contact us on 01689 664769 and we will look to confirm whether the claim and your warranty are valid.

In the event of you being unable to attend our retailer, you are able to use any BOSCH approved repairer, please contact us for approval before any repair takes place. (Your repairer may undertake this for you.) Repairs undertaken without authorisation from Prestige Cars Kent cannot and will not be reimbursed.

On receipt of the invoice, the claim will be settled subject to the terms and conditions of this warranty having been adhered to. If a balance is due, this is to be paid directly to the repairer by the customer.

### **WHAT YOUR APPROVED WARRANTY DOES NOT COVER**

- Diagnostic fees - With our Prestige Warranty these fees are chargeable, with our Prestige Plus Warranty these fees are included. If the diagnostic test reveals a problem that is not covered under the warranty the diagnostic fees are chargeable at the standard rate.

- Gearbox, differentials and shock absorbers (with our Prestige Warranty these items are not covered, with our Prestige Plus warranty, these items are covered).
- Bodywork, body seals, cosmetic finishes, glass, paintwork, trim, upholstery or weather strips.
- Batteries.
- Bulbs and Fuses.
- Deterioration such as discolouration, alteration or deforming of parts due to normal ageing.
- Electrical software updates or reprogramming.
- Exhaust systems including diesel particulate filters.
- Faults resulting from the use of contaminated fuel or inappropriate fuel for the vehicle.
- Gradual reduction in operating performance (wear and tear) consistent with the age and mileage of the vehicle. Components that may be subject to wear include, but are not limited to, brake discs, drums and frictional materials, suspension and steering components, clutch pressure plates, bearings and friction material.
- Hinges and strikers.
- Parts which have not suffered a mechanical or electrical failure but which are replaced or reported during routine servicing, or repair of other non-covered parts that have failed.
- Recharging of air conditioning unit.
- Repairs, replacement or alterations not authorised by Prestige Cars Kent.
- Routine component adjustment and alignment.
- Service/maintenance operations and adjustments, and the replacement of such items as, but not limited to, spark plugs, plug leads, oils, filters, lubricants, factory fitted accessories and non-factory fitted components.
- Wheels, tyres and valves.
- Wheel balancing, alignment and adjustment.
- High voltage battery on electric and PHEV vehicles, please refer to the original manufacturer's battery warranty.

#### **Any component failure, damage or losses;**

- To components not directly covered under the terms and conditions of this warranty.
- Which occur while the vehicle is outside the territorial limits – UK.
- Caused by frost, including damage where a lack or failure of anti-freeze has been a contributory factor.
- Resulting from any act or omission that is negligent or against the law, accident damage, misuse, neglect, overloading, or abnormal use.
- Which occurred as a result of any accessory being fitted (unless the accessory is approved by the manufacturer for the use on the vehicle and fitted according to the instructions provided by the manufacturer of the accessory).

- As a result of water ingress e.g. through damages or ineffective door, window or roof seals, through door or sunroofs left open, or caused by flood water.
- Where the speedometer has been interfered with, altered, disconnected or does not work.
- Which have resulted from failure to arrange for an obvious fault to be rectified.
- Liability for death, bodily injury or damage to other property or any loss caused directly or indirectly by the claim or event which gives rise to a claim under this warranty.
- Caused directly or indirectly by war, riot, revolution or any similar event or by vandalism, theft or attempted theft from the vehicle.

#### **VEHICLES AND VEHICLE USES YOUR WARRANTY DOES NOT COVER**

- Any public service vehicles such as police, fire vehicles, ambulances, and military vehicles.
- Any vehicle used for hire or reward (e.g. taxis, self-drive, driving schools, chauffeur, etc.), or used in any kind of competition.
- Any vehicle with an unladen weight of more than 3.5 tonne GVW.
- Any vehicle used in any sort of competition, track days, rally or racing.

#### **MAXIMUM CLAIM LIMIT**

##### **Prestige**

A £50 excess applies per claim, payable upon completion of repairs before vehicle is returned to you.

The company will pay both parts and warranty labour costs up to the sum of £500 per claim. Please note the maximum limit is £750 per annum.

The cost of all claims made shall not exceed the purchase price of the vehicle. No single claim can be higher than the current market value of the vehicle.

Up to 3 claims per year.

All claims are subject to a pro-rated mileage limit of up to 10,000.

##### **Prestige Plus**

No excess payable.

The company will pay both parts and labour costs up to the sum of £10,000.

The cost of all claims made shall not exceed the purchase price of the vehicle. No single claim can be higher than the current market value of the vehicle.

Unlimited claims per year.

All claims are subject to a pro-rated mileage limit of up to 14,000.

## **BREAKDOWN**

Make sure you activate your cover or upgrade:

Get free basic Breakdown cover for 12 months, covering you for one call out a year for breakdowns over ¼ mile from home.

Upgrade to roadside assistance for £1 a month: you'll get unlimited call-outs and 24/7 cover for breakdowns over ¼ mile from home.

Upgrade to National Recovery for £6 a month: which includes recovering your vehicle back to us for repair.

## **SERVICING REQUIREMENTS**

It is a condition of this warranty that your vehicle is serviced in accordance with the Prestige Cars Kent's guidelines.

Services must be carried out within 1,000 miles / one month of the intervals specified by the vehicle manufacturer, whichever comes first.

If you have a service plan with us, all servicing must be carried out by Prestige Cars Kent.

Failure to properly maintain your vehicle will be deemed as neglect and will invalidate your claim.

4

## **WARRANTY EXTENSIONS**

Extensions to our Prestige Plus Warranty are subject to your vehicle meeting the age and mileage criteria of the warranty.

Please contact the retailer before this warranty is due to end and they will handle your request.

## **WARRANTY TRANSFER**

If you sell your vehicle privately, the warranty benefits will not be transferable to the subsequent owner or user of the vehicle. No refund will be provided in this instance.

## **COURTESY VEHICLES**

With both our Prestige and Prestige Plus cover, we are happy to provide you with a courtesy vehicle when making a valid warranty claim, however please note our courtesy vehicles are subject to availability.

As noted above, our courtesy vehicles are subject to availability and therefore it is not possible to provide a like for like vehicle. (With our Prestige Plus cover a premium courtesy car will be provided if available).

**Age limits** – Please be aware that due to insurance limitations, we are only able to provide courtesy vehicles to persons aged between 25 – 71 years old.

## **WARRANTY TERMS AND CONDITIONS**

To help you understand this warranty, the conditions are set out below.

Please take time to read them.

**Warranty Holder** - The Warranty Holder is the only person who is entitled to make a claim under this warranty.

**Authorisation** - No repairs are to be commenced until authorised by our Prestige Cars Kent.

**Health Checks** - All claims are subject to a full vehicle health check / full vehicle report prior to approval.

**Payment for Repairs** - When a BOSCH retailer undertakes a repair, they will obtain prior authorisation from Prestige Cars Kent and will invoice us the cost of the repair. In certain circumstances, we may authorise a repair by another retailer in the UK. In this event you will be required to pay the retailer on completion of work and may then reclaim the cost from us.

**Inspection of The Vehicle and Parts** Prestige Cars Kent reserve the right to inspect the vehicle before authorising repairs and may also arrange for parts to be examined by an assessor. You may be asked to ensure that a faulty part is retained for our inspection following a repair.

**Diagnosis of the Vehicle** It is your responsibility to authorise the diagnosis of your vehicle. The company will only pay for diagnosis if it is part of a valid claim.

**Design Faults and Recalls** Any damage to parts, which are being recalled by the vehicles manufacturer or which have inherent design faults are not covered by this warranty.

**Servicing and Service Records** If you do not follow the manufacturers/Prestige Cars Kent service schedules, the warranty may not apply. When you have your vehicle serviced, you are allowed 1,000 miles either side of the service mileage or one month either side of the time period, whichever is the sooner. A BOSCH or VAT registered garage must carry out the servicing unless your vehicle has a Prestige Cars Kent Service Plan, and receipts retained as Prestige Cars Kent are entitled to check the service record in the event of a claim.

**Modification to Vehicle** If you have modified the vehicle since the purchase or start of this warranty, this may affect the validity of any future claims.

**False Claims** If you make a false claim, this warranty will be cancelled and you will forfeit all benefits. No refund will be paid in such circumstances.

**Other Warranty and Insurance** – If your claim is also covered by any other warranty, the company will only pay its share of the claim.

**Legal Proceedings** Following the acceptance of any claim under this cover, we will have the right to conduct legal proceedings or enter into formal arbitration on your behalf. If doing so, the company and or their insurers will be entitled to act 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 this action, if they are assigned to you.

**Invoices** All invoices for repairs should be made out to Prestige Car Kent.

**Cancellation Rights** You have the right to cancel this warranty within 14 days of receiving this booklet. Should you wish to cancel within this period please contact [manger@prestigecarskent.co.uk](mailto:manger@prestigecarskent.co.uk) and a full refund will be arranged.

**Refunds** Unless cancelled in accordance with the cancellation rights detailed above, in normal circumstances no refund will be made. Under no circumstances will a refund be given if a claim has been paid.

**Vehicle Ownership** The vehicle will not be covered by this warranty whilst it is owned by a motor trader or garage or associated companies or by the proprietor(s) of such motor trader or garage.

6

**Governing Law and Jurisdiction** This contract shall be governed by and construed in accordance with the laws of England and Wales. Any and all disputes arising in relation to this contract shall be submitted to the exclusive jurisdiction of the English courts.

**Statutory Rights** Nothing in these conditions will reduce your statutory rights relating to faulty or mis-described goods. For further information about your statutory rights contact your local Trading Standards Department or Citizens Advice Bureau.

**Territorial Limits** Cover under this warranty may only be granted to individuals residing, or corporate bodies registered, in the United Kingdom.