

# YOUR AGREEMENT & YOU

## FLEXCARE PLANS TERMS AND CONDITIONS

### Flexcare Service and Maintenance Plans

This document sets out the terms and conditions on which we will provide your Flexcare plan (the “Agreement”). This Agreement is between you and Citroën U.K. Limited, a company registered in England and Wales with company number 00191579. Our registered office is at Pinley House, Sunbeam Way, Coventry, CV3 1ND (“Citroën”, “we”, “us”, “our”). Capitalised terms in this Agreement have the same definitions as in your Flexcare plan, unless otherwise stated.

### Key Information and Terms

**Service Levels:** Flexcare plans can offer different service level commitments. The service levels depend on the plan you choose, the duration and mileage you select. The level of service you choose is set out in your Flexcare plan.

**Vehicle:** This Agreement will only apply to the registered vehicle as stated in your Flexcare plan. You cannot transfer it to any other vehicle.

**Duration:** We will provide the services set out in these terms and as set out in your Flexcare plan. Your Flexcare plan runs from when you took out this Agreement. Your chosen time and mileage commitments apply from the warranty start date.

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

**Faulty:** The inability of a part to operate under 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.

**Restrictions to Services:** The Flexcare services as described in this Agreement will be provided on your vehicle only and may be subject to certain service restrictions, depending on the level of plan you have chosen. Please check that you have the right plan for you. All repairs and related services must be provided by a Citroën Authorised Partner unless agreed with us in advance and in writing. If any repairs are carried out by someone else, this may mean that you lose the benefit of the Flexcare services, and such work could invalidate the Citroën manufacturer’s warranty. Flexcare services are only available in the places set out in clause 1.5 of this Agreement. A list of Citroën Authorised Partners is available in our “Find a Retailer” on our [website](http://www.citroen.co.uk) at [www.citroen.co.uk](http://www.citroen.co.uk).

**Payment:** The total price will include all associated costs and fees, and will include the cost of servicing, administrative costs and fees, and any commissions due. Any cancellations and refunds are calculated based on usage and costs incurred under the cost of servicing element of your plan, not the total amount payable (unless you are cancelling this Agreement within 14 days, see clause 8.1 of this Agreement).

These are the payment options available to you. If you buy your Flexcare plan:

- i. when ordering your vehicle and pay a single payment, you will pay it to the Citroën Authorised Partner. The Citroën Authorised Partner acts as our payment agent in receipt of your payment. See clause 7.4.1 of this Agreement
- ii. after collection of your vehicle and pay a single payment, you will pay it to the Citroën Authorised Partner. The Citroën Authorised Partner acts as our payment agent in receipt of your payment. See clause 7.4.2 of this Agreement
- iii. when ordering your vehicle and pay monthly, you will pay the direct debits to Stellantis Financial Services UK Limited (SFS). SFS acts as our payment agent in receipt of your payments). See clause 7.5.1 of this Agreement
- iv. after collection of your vehicle and pay monthly, you will pay the direct debits to Stellantis Financial Services UK Limited (SFS). SFS acts as our payment agent in receipt of your payment. See clause 7.5.2 of this Agreement

**Mileage:** If you have financed your vehicle then you must keep to any mileage conditions set out in your finance agreement. If you do not, then you will not be able to use the Flexcare plan.

## Clause 1 – Flexcare Plan Conditions

### 1.1 Duration and Mileage

- This Agreement must be taken out before the vehicle is 12 months old from the warranty start date, or before the first service is due based on mileage parameters under the manufacturer service schedule for the vehicle, whichever happens first.
- The services under this Agreement start from when your Flexcare plan is purchased and ends on the earlier of:
  - the end date of the chosen period as stated in your Flexcare plan;
  - reaching the total mileage limit as stated in your Flexcare plan; or
  - you or we end this Agreement as set out in clause 8 of this Agreement.

### 1.2 Eligible Vehicles

The vehicle as described in your Flexcare plan is eligible so long as:

- you are the first registered keeper; or
- in the case where the vehicle's first registered keeper is the supplying retailer, you are the second registered keeper; and
- your vehicle is not ineligible as set out in clause 1.3 of this Agreement below; and
- at the start of this Agreement your vehicle meets the age and mileage requirements as set out in clause 1.1 of this Agreement above.

### 1.3 Ineligible Vehicles

The following vehicles are ineligible for the Flexcare plans:

- a vehicle which is a grey import, meaning any vehicles legally imported from another country through channels other than our Citroën authorised UK distribution network or via our Citroën authorised partners;
- a vehicle which has been modified or adapted from the manufacturer's original specification where the modification or adaptation is found to contribute to the fault; or where the modification or adaptation has been carried out without complying to the technical instructions as defined by Citroën U.K. Limited;
- a vehicle which is classified or used as a taxi, mini cab or driving school vehicle;
- a vehicle which is classified or used for short term hire or daily rental;
- a vehicle which is classified or used for hire and reward;
- a vehicle which is classified or used as a delivery or courier vehicle;
- a vehicle which is classified or being driven in a competitive motoring event;
- a vehicle which is classified or used for public services including police, ambulance, fire, or military service; or
- a vehicle which has been modified for use as a motorhome.

### 1.4 Changes to the terms of this subscription

The terms and conditions that apply are those in effect at the time you purchased your Flexcare plan and as written in this Agreement. Whilst we may publish other terms with earlier or later versions, these other terms do not apply.

### 1.5 Territoriality

So long as you still have cover under this Agreement, you can take advantage of your Flexcare services in the following countries or territories: Andorra , Austria, Belgium, Bosnia Herzegovina, Bulgaria, Cyprus, Croatia, Czech Republic, Denmark, Estonia, Finland, France (including Corsica), Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy (including Vatican City), Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Monaco, Montenegro, Morocco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland and United Kingdom (including the Channel Islands and the Isle of Man).

For pay and reclaim arrangements when you are travelling abroad in the Territory, please see clause 9.10.

## 1.6 Service Levels

You can choose your Flexcare plan based on a time and mileage commitment. This will expire with this Agreement when you reach the end of the chosen period, or when you reach the mileage limit selected, whichever happens first. You must consider your estimated annual mileage when selecting your plan.

If you have financed your vehicle then you should keep to any mileage conditions set out in your finance agreement. If you do not, then you will not be able to use the Flexcare plan.

There are three levels of Flexcare plans:

- (a) Service Care Service
- (b) Service Care Premium
- (c) Complete Care Maintenance

We have set out below a summary table with what is included in each of these plans. If you have any queries, contact us using the details in clause 9.1 of this Agreement, or visit one of our Citroën Authorised Partners.

Service Description	(a) Service Care Service Plan	(b) Service Care Premium Plan**		(b) Complete Care Maintenance Plan
<b>Power source</b>	ALL	Battery Electric Vehicles (BEV)	Petrol, Diesel, Plug-in Hybrid Electric & Mild Hybrid Electric Vehicles	ALL
<b>Scheduled Servicing (Clause 2)</b>	✓	✓	✓	✓
<b>Maintenance (see Clause 3)</b>	☒	✓	✓	✓
<b>Parts Failure Replacement (see Clause 4)</b>	☒	☒	✓	✓
<b>Parts Failure Replacement Exclusion (see Clause 4a)</b>	☒	☒	✓	☒
<b>MOT Costs (Clause 5)</b>	☒	✓	✓	✓
<b>Infotainment (see Clause 6)</b>	☒	✓	✓	✓

### Key:

✓ - applies

☒ - does not apply

**\*\* Please note that Service Care Premium plans can be used alongside our Citroën We Care service activated cover. Citroën We Care is available only on qualifying passenger cars. This will allow you to build a level of cover for service, maintenance and repair that suits your needs. Find out more about [Citroën We Care](http://www.citroën.co.uk/owners/citroen-we-care.html) on our website at [www.citroën.co.uk/owners/citroen-we-care.html](http://www.citroën.co.uk/owners/citroen-we-care.html).**

## **1.7 Parts**

If we repair or replace any parts of your vehicle under this Agreement, we may use new parts or reconditioned parts. These parts will be branded, or from our network of Citroën Authorised Partners, or from our Eurorepar range. The repair or replacement of tyres is excluded from this Agreement. We will dispose of any replaced parts and will not return these to you as specified in clause 1.8.6 of this Agreement.

## **1.8 General Conditions to the Services**

1.8.1 The services provided under this Agreement, include parts, labour and applicable tax. These services must be performed by a Citroën Authorised Partner (or our approved breakdown provider) and are subject to the following:

- your vehicle must remain registered (as detailed in clause 1.2 of this Agreement);
- your vehicle must have been used and maintained under the manufacturer's instructions. These are indicated in the manufacturer's handbook, the digital handbook versions, or the vehicle dashboard;
- the servicing operations and checks specified in the manufacturer's servicing schedule must be complete and recorded in your vehicle's warranty and maintenance guide or within the digital maintenance records. If you don't have this, you must be able to provide supporting documentary evidence on request. This evidence should contain servicing checklists, servicing schedules and invoices. Any invoices should support minimum standards such as the name and address of independent servicing business; registration details of the vehicle; date and description of the services and/or repairs; mileage at the time; oil quantity, grade/viscosity, manufacturer; parts fitted/part numbers;
- the fluid and lubricant levels in your vehicle must have been maintained under the manufacturer's instructions. These are indicated in the manufacturer's handbook;
- scheduled services on your vehicle must be carried out within two months/1800 miles of the intervals as specified by the manufacturer, whichever comes first; and
- only Citroën authorised partners are approved to complete any repairs deemed eligible under this Agreement.

1.8.2 If there is a manufacturer defect with your vehicle, this should be repaired by a Citroën Authorised Partner in one of the territories described in clause 1.5 of this Agreement, to whom the manufacturer's handbook must be presented before each repair. Your vehicle must be presented to a Citroën Authorised Partner as soon as is reasonably possible after the fault is discovered.

1.8.3 The applicable services (under the terms of clauses 2, 3, 4, 5 and 6 of this Agreement), which are carried out by a Citroën Authorised Partner under this Agreement, will be paid for directly by us, without any advance payment being required from you.

1.8.4 Any repair carried out under this Agreement, with or without replacement of parts, does not extend the duration of your Flexcare plan.

1.8.5 Any services which are carried out by a Citroën Authorised Partner, that are not included in your Flexcare plan will be paid for directly by you.

1.8.6 If we remove parts from your vehicle and replace them with new parts under this Agreement then Citroën U.K. Limited (or such other person as it says) will become the owner of those parts that have been removed and you will have no ownership right to them, or any other claim to them.

## **Clause 2 – Scheduled Servicing**

2.1 Scheduled servicing follows the manufacturer intervals due within the time and/or mileage chosen. This covers normal use of the vehicle.

2.2 Scheduled servicing on your vehicle must be carried out promptly under your Flexcare plan. There is a tolerance of two months or 1,800 miles (either way) of the intervals, whichever comes first.

2.3 Scheduled servicing covers the cost of any parts, consumables and labour time allocated to complete the scheduled service. This will be completed in line with the manufacturers servicing schedule as supplied with your vehicle.

2.4 For full battery electric vehicles (BEVs), scheduled servicing includes a battery state of health check. This is completed at each scheduled service for the duration of the service plan.

2.5 For any eligible diesel vehicle, should the oil degradation indicator prompt oil and filter changes, these costs are included. These costs are included for the duration of the plan, at the time of the service or between servicing intervals

2.6 Scheduled servicing does not cover:

- arduous conditions of use according to the Manufacturer's servicing requirements;
- all services not expressly covered by the Flexcare plan you have chosen;
- the periodic inspections of the anti-perforation warranty;
- the locating of noises;
- navigation updates;
- fragrance refills (if applicable);
- maintenance of wear and tear parts (applicable to Service Care Service plans);
- replacement of failed parts (applicable to Service Care Service plans);
- the wheels, tyres, and their balancing; or
- all other costs and expenses.

2.7 If your vehicle is not serviced at the correct time and mileage intervals, you may invalidate any manufacturer warranty. Refer to the servicing handbook of your vehicle for further information. Follow the manufacturer service schedule if there is any inconsistency with this Agreement.

## **Clause 3 – Maintenance**

This clause only applies if you have opted for the Service Care Premium or Complete Care Maintenance plan.

3.1 Maintenance consists of the replacement of parts if, through wear and tear, these parts cannot fulfil the function for which they have been designed. This decision will be taken at the Citroën Authorised Partner's reasonable discretion and/or using any wear indicator available. The following (in particular) are considered parts subject to wear, such as and not limited to, brake pads, brake discs, brake drums and brake shoes, shock absorbers, wheel bearings, ball joints, remote control batteries, clutch (mechanism, cover, disc, thrust bearing), wiper blades, fuses, bulbs (except discharge bulbs and LEDs).

#### **Clause 4 – Parts Failure Replacement**

This clause only applies if you have opted for the Service Care Premium or Complete Care Maintenance plan.

4.1 Parts failure replacement is the replacement or repair of Faulty mechanical, electrical, or electronic parts. If other parts on your vehicle are damaged by a Faulty part, these will be replaced or repaired under the same conditions. This assessment is at the reasonable discretion of the Citroën Authorised Partner.

4.2 If there is a Faulty part on your vehicle whilst under manufacturer's warranty, your claim is against the manufacturer's warranty. Clause 4 within your Flexcare plan will start after the expiry of the manufacturer's warranty.

4.3 Parts Failure Replacement does not include or apply to:

- any diagnostic time which doesn't result in a valid claim under this Agreement;
- any loss, damage or failure which occurs while the vehicle is outside the geographical territories as defined within clause 1.5 of this Agreement;
- 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 Citroën Authorised Partner;
- damage caused using fluids, parts or accessories which are not genuine or of equal quality;
- the use of unsuitable or poor-quality fuels (including charging solutions) not recommended by the manufacturer;
- damage caused by natural phenomena, hail, flooding, lightning, storms, or other atmospheric hazards;
- damage caused by accident, fire, theft, attempted theft, riots;
- repairs resulting from negligence, a driving error, incorrect use of your vehicle (such as, and not limited to, overloading, competition, racing);
- failure to follow 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 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 bodywork and passenger compartment, including cleaning, and repairs of door trims, upholstery, and carpet in case of wear;
- vibrations and noises linked to your vehicle's standard operation;
- deterioration such as, and not limited to, discoloration, 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;
- fragrance refills;
- cabriolet or convertible style roofs or hoods;
- servicing and maintenance that doesn't follow the manufacturer's recommendations or is deemed optional between two periodic services;
- settings (such as, and not limited to, doors, front axles, parallelism, wheel balancing);
- the wheels, tyres, and their balancing;
- loss of keys, covers or remote controls;
- towing the vehicle;
- water inlets and their consequences;
- air leaks, liquid leaks, air noise, rubber seals and openings of doors, floor and ceiling, squeaks, adjustments, vibrations, and shocks in general, any noise that does not affect the normal operation of the part;
- damage to the vehicle resulting from:
  - traction beyond the limits provided for on the gross vehicle weight on the registration certificate or use of the traction battery other than to supply power to the vehicle;
  - the use of charging cables and charging stations that does not meet the manufacturer's specifications;
  - the use of public charging stations that are not certified or do not meet the standards and regulations in force;
- any failure of any nature whatsoever as soon as the odometer has been altered, modified or disconnected;
- the direct or indirect consequences of any repairs carried out outside of the Citroën Authorised Partner network;
- the direct or indirect consequences of a failure to report a fault to a Citroën 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 Citroën 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; or
- all other costs included but not limited to the costs incurred because of your vehicle being off the road, such as, and not limited to, loss of enjoyment or use.

#### **Clause 4a – Parts Failure Replacement Exclusion**

This clause only applies if you have opted for the Service Care Premium plan, and your vehicle is either a petrol or diesel (also known as Internal combustion engines (ICE)), a mild-hybrid electric vehicles (MHEV) or a plug-in hybrid electric vehicle (PHEV).

Parts failure replacement as detailed in Clause 4 will not apply to the replacement or repair of Faulty components of the engine, gearbox and/or transmission. So, any components integral to the engine, gearbox or vehicle transmission are not covered by this Agreement. This assessment is at the reasonable discretion of the Citroën Authorised Partner.



## **Clause 5 – MOT Costs**

This clause only applies if you have opted for the Service Care Premium or Complete Care Maintenance plan.

5.1 The MOT must be carried out in the UK, Channel Islands, or Isle of Man under UK government and legal requirements. To do this, your vehicle must be booked into a Citroën Authorised Partner at the latest 5 days before the MOT is legally due.

5.2 After your vehicle's MOT by our Citroën Authorised Partner:

- your Citroën vehicle passes the MOT and will be returned to you with a valid MOT certificate; or
- if your Citroën vehicle fails its MOT, eligible repairs will be completed and covered by this Agreement. Where necessary, the MOT retest is also completed and covered. Your vehicle will be returned to you with a valid MOT certificate; or
- if your Citroën vehicle fails its MOT and the necessary repairs are not covered by this Agreement, then a repair quotation will be given to you. You may choose to have your vehicle repaired by our Citroën Authorised Partner at a cost to you. Once repairs are completed, where necessary, the MOT retest is completed and covered under this Agreement. Your vehicle will be returned to you with a valid MOT certificate; or
- if your Citroën vehicle fails its MOT, and the necessary repairs are not covered by this Agreement, then a repair quotation will be given to you. You may choose to have your vehicle repaired by a repairer of your choice. Where this happens, you will be responsible for the cost of repairs and retest or repeat MOTs if you choose not to use the Citroën Authorised Partner who completed the initial MOT.

## **Clause 6 – Infotainment Failure Inclusion**

This clause only applies if you have opted for the Service Care Premium or Complete Care Maintenance plan.

Infotainment failure consists of the replacement or repair of Faulty components of the infotainment systems. This includes any infotainment display unit within the vehicle & i-toggles. This assessment is at the reasonable discretion of the Citroën Authorised Partner.

## **Clause 7 – Price and Payment**

The total price for your chosen Flexcare plan is the one provided to you by a Citroën Authorised Partner.

7.1 The total price for your chosen Flexcare plan is fixed throughout the duration of this Agreement.

7.2 The total price will include all associated costs and fees. This will include the cost of servicing, administrative costs, fees and any commissions due. Any cancellations and refunds are calculated based on usage and costs incurred under the cost of servicing element of your plan, not the total amount payable (unless you are cancelling this Agreement within 14 days, see clause 8.1 of this Agreement).

7.3 If you become aware that the duration or mileage needs to change from your original commitment, for example if you are covering more miles than your original commitment, then you should contact us immediately to review your options under your Flexcare plan. Where permitted, any adjustments must be before the completion of the first service, or before 12 months from the warranty start date, whichever comes first.

7.4 These are the options available to you if you pay for your Flexcare plan using a single payment:

7.4.1 If you buy your Flexcare plan when ordering your vehicle and you decide to pay a single payment, you will pay it to the Citroën Authorised Partner. The Citroën Authorised Partner acts as our payment agent in receipt of your payment.

7.4.2 If you buy your Flexcare plan after collection of your vehicle and you pay a single payment, you will pay it to the Citroën Authorised Partner. The Citroën Authorised Partner acts as our payment agent in receipt of your payment. You must buy within 12 months from the warranty start date, or before the first service is due, whichever happens first.

7.5 These are the options available to you if you pay for your Flexcare plan using a pay monthly option:

7.5.1 If you buy your Flexcare plan when ordering your vehicle and pay monthly, you will pay the direct debits to Stellantis Financial Services UK Limited (SFS). SFS acts as our payment agent in receipt of your payments.

If you have opted for vehicle finance, there will be separate direct debits taken, at the same or similar times. There will be one for your vehicle finance agreement and one for the services we provide to you under this Agreement. It does not mean that your Flexcare plan has been financed by the finance agreement: it has not. Your Flexcare plan will be for the same mileage and duration as those set out in your finance agreement.

7.5.2 If you buy your Flexcare plan after collection of your vehicle and pay monthly, you will pay the direct debits to Stellantis Financial Services UK Limited (SFS). SFS acts as our payment agent in receipt of your payments. You must buy within 12 months from the warranty start date, or before the first service is due, whichever happens first.

7.5.3 For all monthly payments the following will apply:

- a) You will be required to complete a direct debit mandate. Direct debit payments must be made as they fall due for payment on the dates specified in your Flexcare plan.
- b) Any direct debit payments due under your Flexcare plan have been calculated based on the servicing requirements at the intervals as specified, either based on time or mileage, from the original commitment you provided at point of purchase. In the event of the vehicle being presented for servicing earlier than the anticipated schedule, then there may be insufficient funds in the balance of your Flexcare plan to cover these costs. As such, your Citroën Authorised Partner may request a payment at the time the vehicle is presented for service to cover any shortfall in the balance. This will not affect the amount of the total payment due but if you pay by direct debit, we will need you to contact us so that we can recalculate the remaining direct debit payments to avoid paying more than the agreed total amount payable.
- c) Any direct debit payments have been calculated using the current rates of VAT. If the UK VAT rate changes, your monthly payment will be adjusted to reflect the new rate. If VAT increases, your total and monthly payment will go up; if it decreases, your total and monthly payment will go down. Should there be any UK VAT changes we will notify you and explain changes to your monthly payments.

## Clause 8 - Ending Your Agreement

8.1 If for any reason you wish to end this Agreement within 14 days of the date of purchasing your Flexcare plan you will receive a full refund. Full refunds are available if no services have been provided under the Flexcare plan. Please allow up to 28 days for the processing of any refunds.

If ending this Agreement is more than 14 days from the date of purchase of this Agreement or if services have been provided and service costs incurred then ending this Agreement shall be managed in line with clause 8.2, 8.3 or 8.4 of this Agreement.

8.2 If you are thinking about ending this Agreement but you wish to know if any reimbursement is due to you, then you can request this information by contacting us as set out in clause 9.1 of the Agreement. Please provide full details of this Agreement, along with the expected end date.

Such a request for information in relation to this Agreement, will be calculated using the information available to us at the time. We will calculate the benefit already used under this Agreement against the service cost payment received from you. For example, for single payment plans, if the full benefits under the Agreement have not been used, we can tell you the reimbursement amount due. This request for information will not be accepted as a request to end this Agreement until you specifically tell us to do so.

8.3 If you wish to end this Agreement at any time, for whatever reason (such as but not limited to the sale of the vehicle), you are able to do so by contacting us as set out in clause 9.1 of this Agreement. Please provide full details of your Agreement, along with the expected end date.

A request to end this Agreement will be considered. We will contact you to confirm the outcome of this review and confirm if there is any reimbursement due, and process this where applicable. Please allow up to 28 days for the processing of any refunds.

For all requests to end this Agreement, other than those circumstances as detailed in clause 8.4 of the Agreement, the end date will be taken as the date that your request is received by us.

8.4 If the vehicle is damaged in an incident and declared beyond technical or economical repair by your insurer, this Agreement will automatically end at the date of the incident. If your vehicle is stolen and hasn't been found within 30 days, this Agreement will automatically end on the date of the theft. In either of these cases (accident or theft), you must tell us as soon as possible and provide us with proof of the damage or theft by way of expert report, certificate of destruction, or police report (as applicable). This correspondence must be accompanied:

- if your vehicle is written off, by a photocopy of the declaration of the insurance company or of the assessor declaring that the vehicle is classified as a write-off; and
- if your vehicle is stolen, by a photocopy of the theft report to the appropriate authorities and a photocopy of the vehicle reimbursement agreement from the insurance company.

8.5 In the circumstances set out in clause 8.4 of the Agreement, this Agreement will come to an end. We will process and manage the end of this Agreement as set out in clause 8.3 of this Agreement.

8.6 If you've chosen to pay by monthly direct debit, we can end this Agreement immediately if you miss a payment and it is still unpaid 28 days after we remind you. We will process and manage the end of this Agreement as set out in clause 8.3 of this Agreement.

8.7 For the duration of this Agreement, you must live in the UK (inclusive of the Channel Islands or the Isle of Man). If you do not do so, this Agreement will automatically end. We will process and manage the end of this Agreement as set out in clause 8.3 of this Agreement.

8.8 This Agreement will end once all the services have been provided or, once, you or we cancel this Agreement as detailed in clause 8 of this Agreement.

8.9 In the event that there is a breach of any of these clauses, this may invalidate this Agreement in full.

## Clause 9 – General Terms

9.1 For Flexcare plans queries or complaints, you can:

- [contact us](https://www.citroen.co.uk/tools/contact-us.html) via online form at <https://www.citroen.co.uk/tools/contact-us.html>; or
- by telephone on 0800 093 9393 (cost of a local call); or
- in writing to Citroën UK Limited, Pinley House, 2 Sunbeam Way, Coventry. CV3 1ND

To maintain the highest quality of service and for staff training purposes, telephone calls will be monitored and/or recorded. We abide by the Motor Industry Vehicle Warranty Products Code of Practice which can be found on The Motor Ombudsman Website at [www.TheMotorOmbudsman.org](http://www.TheMotorOmbudsman.org). The Motor Ombudsman will offer free impartial information and if appropriate an alternative dispute resolution process if you are not satisfied with the outcome of a concern. For further information, you can visit The Motor Ombudsman website at [www.TheMotorOmbudsman.org](http://www.TheMotorOmbudsman.org) or call their Information Line on 0345 241 3008.

9.2 This Agreement is governed by and construed under the laws of England and Wales. The parties hereby submit to the exclusive jurisdiction of the courts of England and Wales to resolve any disputes arising out of or in connection with this Agreement if you live in England or Wales at the date of this Agreement. If you live in Scotland or Northern Ireland at the date of this Agreement, the governing law and applicable court will be of the country in which you live at the date of this Agreement.

9.3 Full details of how we use your personal information, please refer to our [Privacy Policy](http://www.citroen.co.uk/tools/privacy-policy.html). This can be found at [www.citroen.co.uk/tools/privacy-policy.html](http://www.citroen.co.uk/tools/privacy-policy.html). Our privacy policy includes how to get in touch and ask questions or exercise your data rights.

9.4 We can transfer our Agreement with you, so that a different organisation supplies your Flexcare services. We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the Agreement.

9.5 This Agreement is 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.

9.6 If any part of this Agreement is found to be invalid or unenforceable by a court, or if a court or other authority deems any terms of this Agreement to be unlawful, the remainder will remain in full effect.

9.7 Even if we delay enforcing this Agreement, we retain the right to enforce it later. Our decision to not immediately pursue non-compliance with this Agreement (such as failure to make a payment or engaging in activities prohibited under this Agreement), does not waive our ability to enforce those terms later.

9.8 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 your purchase of your Flexcare plans.

9.9 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 when you entered into this Agreement.

9.10 The pay and reclaim arrangements when you are travelling abroad in any of the territories mentioned in clause 1.5 are as follows:

- For costs incurred in payment of the applicable services (under the terms of clause 2, 3, 4 and 6), which are carried out by one of the Citroën Authorised Partners under the Agreement, you can claim this back from Citroën U.K. Limited.
- To do so, please present your completed claim form, which is available as an Appendix 1 to these terms, with proof of payment (such as a receipts and invoices) to any of our UK Citroën Authorised Repairers for processing your claim. We may ask you to supply original documents. All expenses not referred to in the Agreement will not be reimbursed. No compensation will be paid for services used but excluded from the Agreement, in return for services provided but not used.

9.11 There may be an event outside of our control which may stop us being able to offer you our service as usual, such as, and not limited to, terrorist acts, pandemics or epidemics, extreme weather, industrial disputes, wars, or riots. If this happens, we'll take steps to make sure we can offer you the best service possible given the circumstances.

## APPENDIX 1 – CLAIMS FORM

Please complete this claim form if you have paid any costs that are covered under this Agreement. Complete this claim form within 90 days of paying these costs and attach copies of your receipts. Then submit this to a UK Citroën Authorised Repairer.

### Personal and Agreement Details

Name: Title \_\_\_\_\_ Initial \_\_\_\_\_

Surname \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Post Code \_\_\_\_\_

Preferred Telephone Numbers

Home \_\_\_\_\_

Mobile \_\_\_\_\_

Email address: \_\_\_\_\_

FLEXCARE Agreement Number: \_\_\_\_\_

Vehicle make and model \_\_\_\_\_

Registration Number \_\_\_\_\_

### Claim Details

Date of Incident

\_\_\_\_\_  
\_\_\_\_\_

Details of the repairing CITROËN Authorised  
Partner \_\_\_\_\_

Receipt Date	Details of the claim and why you are claiming	Amount	Receipt Attached	Preferred Payment Method	Citroën use only

### Make sure you have enclosed the following:

Claim form: ☐

Receipts (or copies of receipts): ☐

### Declaration:

I declare the above information is true and complete to the best of my knowledge. I understand that my details will be used by Citroën U.K. Limited and Citroën Authorised partners to process my claim. For further details, please refer to our [Privacy Policy](#). I have enclosed documents as required in support of my claim. Failure to provide all the relevant information with this claim form may delay the processing of your claim.

Signature \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_