

CITROËN WE CARE - SERVICE ACTIVATED COVER TERMS AND CONDITIONS

CITROËN WE CARE

This document sets out the terms and conditions on which we will provide the Citroën We Care service activated cover (the "Terms"). These Terms are between you and Citroën U.K. Limited, a company registered in England and Wales with company number 00191579, and whose registered office is at Pinley House, Sunbeam Way, Coventry, CV3 1ND ("Citroën", "we", "us", "our").

KEY INFORMATION AND TERMS

Service Levels: The Citroën We Care service levels cover parts failure consisting of the replacement or repair, at the Citroën authorised partners reasonable discretion, of Faulty components. If other parts on your vehicle are damaged by a Faulty part, these will be replaced or repaired under the same conditions. The Citroën We Care service activated cover is subject to the conditions and exclusions set out in these Terms.

Faulty: The inability of a part to operate in accordance with the manufacturer's specification for a reason other than wear and tear, normal deterioration, or negligence in caring for the vehicle on your part. If other parts on your vehicle are damaged by a Faulty part, these will be replaced or repaired under the same conditions.

Vehicle: The Citroën We Care service activated cover as set out in these Terms applies to the following passenger cars:

- For Citroën petrol, diesel, mild hybrids (MHEV) and plug-in hybrids (PHEV): C3 and C3 Aircross, C4 X, C4, C5 X, C5 Aircross, Berlingo, and Holidays ordered and sold as a new vehicle in the United Kingdom and with a warranty start date from 1st June 2025 onwards; and
- For Citroën Battery Electric Vehicles (BEV): ë-C3 and ë-C3 Aircross, ë-C4 X, ë-C4, ë-C5 Aircross, ë-Berlingo, and ë-Spacetourer ordered and sold as a new vehicle in the United Kingdom and with a warranty start date from 1st June 2025 onwards; and
- vou cannot transfer it to any other vehicle.

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

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.

Maximum Term: We'll provide you the Citroën We Care services set out in these Terms for up to eight years or 100,000 miles, whichever happens first, as follows:

- at the end of the contractual warranty period at 3 years from the warranty start date; and
- then up to the maximum of a further five years; or
- until 100,000 miles has been reached if this is sooner, from the warranty start date. Terms of activation for the Citroën We Care service activated cover must be followed at all times as detailed in clause 1.4 of these Terms.



Duration: The services as detailed within these Terms shall be provided for the duration of each interim period between the servicing of your vehicle, in accordance with the manufacturer's service parameters.

Activation: Citroën We Care service activated cover is automatically activated after each vehicle service, as detailed in the vehicle's maintenance book (or its digital version or the vehicle dashboard), is made by a participating Citroën authorised partner as freely decided each time by the owner of the vehicle. These activated Terms are valid up to the next service as detailed in the vehicle's maintenance book (or its digital version or the vehicle dashboard) but, in any case, not for longer than the maximum period of Citroën We Care service activated cover as defined in these Terms. Automatic activation of these Terms is without any additional cost. The Citroën We Care services under these Terms will not commence until 30 days after the activation date, known as the 30-day exclusion period. Terms of activation are detailed further in clause 1.4 of these Terms.

Administration: The applicable services are managed directly by Citroën authorised partners throughout the territories (Clause 1.5 of these Terms).

Restrictions to Services: The Citroën We Care service activated cover as described in these Terms will be provided on your Citroën passenger car and may be subject to certain service restrictions. All repairs covered by the Citroën We Care service activated cover will, and must, be provided by a Citroën authorised partner. The Citroën We Care services are only available in the territories described in clause 1.5 of these Terms.

Participation by Citroën Authorised Partners: The Citroën We Care service activated cover as described in these Terms is subject to participation by a Citroën authorised partner. A full list of participating Citroën authorised partners for the UK is available on our brand website. Please ensure that you check for participation details to inform your decision for service and access to the Citroën We Care service activated cover.

Exclusions: Certain parts, uses and circumstances are excluded from your Citroën We Care service activated cover as set out in clause 2.6 below.

CLAUSE 1 – CITROËN WE CARE SERVICE ACTIVATED COVER CONDITIONS

1.1 Duration and Mileage

- The Citroën We Care service activated cover will need to be activated at the first scheduled service to start continuously from the end of the manufacturer's warranty being 3 years from warranty start date (unless your vehicle has already reached 100,000 miles). Further activations as defined in these Terms can be made at the point of completion of your next qualifying service and ends on the earlier of:
 - o the purchase of your next scheduled service, either in terms of time or mileage, in accordance with the manufacturing servicing schedule; or
 - o your vehicle reaches 8 years old (from the warranty start date); or
 - o your vehicle reaches 100,000 miles; or
 - o vou or we terminate these Terms as set out in clause 3 of these Terms.



1.2 Eligible Vehicles

The following passenger cars shall be eligible for the Citroën We Care service activated cover:

- For Citroën petrol, diesel, mild hybrids (MHEV) and plug-in hybrids (PHEV): C3 and C3 Aircross, C4 X, C4, C5 X, C5 Aircross, Berlingo, and Holidays ordered and sold as a new vehicle in the United Kingdom and with a warranty start date from 1st June 2025 onwards; and
- For Citroën Battery Electric Vehicles (BEV): ë-C3 and ë-C3 Aircross, ë-C4 X, ë-C4, ë-C5 Aircross, ë-Berlingo, and ë-Spacetourer ordered and sold as a new vehicle in the United Kingdom and with a warranty start date from 1st June 2025 onwards; and
- The vehicle must remain registered in one of the following countries throughout the duration of the Citroën We Care service activated cover: France, Spain, Italy, United Kingdom, Germany, Belgium, Netherlands, Luxemburg, Austria, Portugal, and Poland; and
- These Terms transfer to any subsequent owner of the vehicle in accordance with these Terms.

1.3 Ineligible Vehicles

The following vehicles or vehicle derivatives shall be ineligible for the Citroën We Care service activated cover under these Terms:

- any vehicle derivative of the Citroën AMI;
- any vehicle that is classified as a light commercial vehicle;
- 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 UK 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 registered on behalf of a Citroën or Stellantis Group franchised retailer or repairer;
- 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; or
- a vehicle which is classified or used for public services including police, ambulance, fire, or military service.

1.4 Conditions of Activation

The activation start date is the date that the qualifying service is completed at a participating Citroën authorised partner.

- 1.4.1 Your Citroën We Care service activated cover will be automatically activated at the point of completion of each qualifying service within a participating Citroën authorised partner if the conditions under these Terms have been met.
- 1.4.2 The Citroën We Care services under these Terms will not commence until 30 days after the activation date, known as the 30-day exclusion period. This 30-day exclusion period does not apply if:



- by following your manufacturers servicing schedule your Citroën We Care service activated cover runs continuously from the end of the manufacturer's warranty, a SPOTiCAR warranty, or any warranty guarantee provided by Citroën U.K. Limited or the wider Stellantis Group; or
- Your Citroën We Care service activated cover is reactivated to run continuously following an immediate period of cover under these Terms.
- 1.4.3 Any failure that occurs within the 30-day exclusion period following activation, and any failure deemed to have existed prior to activation, are not covered by these Terms.
- 1.4.4 Where a vehicle service is missed, delayed, or not carried out in the Citroën authorised network or by a participating Citroën authorised partner, the Citroën We Care service activated cover can be activated after a qualifying service is completed at a participating Citroën authorised partner, and will remain valid until the next service if the conditions under these Terms have been met. The 30-day exclusion period will apply.
- 1.4.5 Activation of Citroën We Care service activated cover will not be completed if the conditions under these Terms cannot be met or evidenced. Activation may be invalidated based on evidence, or lack of evidence, that the eligibility criteria under these Terms have not been fully met.
- 1.4.6 The vehicle itself can be for either private use or business use.
- 1.4.7 Once activated as in Clause 1.4.1 of these Terms, the services under these Terms for the replacement of parts and/or vehicle repairs can be provided by any our appointed Citroën authorised partners as these services are not restricted to the Citroën We Care participating partners.
- 1.4.8 For Citroën We Care queries please contact a participating Citroën authorised partner or visit our website to <u>contact us</u> via our online form at https://citroen.my-customerportal.com/citroen/s/case-webform?language=en GB#1 or by telephone on 0800 093 9393 (cost of a local call) or in writing to Citroën U.K. Limited, Pinley House, 2 Sunbeam Way, Coventry, CV3 1ND.

1.5 Territoriality

So long as your vehicle remains registered as in clause 1.2 of these Terms and you still have cover under these Terms, you can take advantage of your Citroën We Care services in the following countries: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Germany, France, Greece, Hungary, Ireland, Italy (including Vatican City), Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal (including Azores and Madeira Islands), Romania, Slovakia, Slovenia, Spain (including Balearic and Canary Islands, Melilla and Ceuta), Sweden, Switzerland and the United Kingdom (including the Channel Islands and the Isle of Man) (the "Territories").

1.6 Parts

If we repair or replace any parts of your Citroën vehicle under these Terms, we may use new parts or reconditioned parts. The parts may be our branded parts, or parts obtained from our network of Citroën authorised partners. The repair or supply of tyres is excluded from these



Terms. Any replaced parts will be disposed of by us and not be returned to you as specified in clause 1.7.6 of these Terms.

1.7 General Conditions to the Services

- 1.7.1 Where there is a fault on your vehicle whilst a valid warranty (a branded Citroën or Stellantis Group) remains on your vehicle, such as and not limited to, a manufacturer's warranty, a used vehicle warranty, or a warranty guarantee, your claim should be made against the terms of the warranty. The Citroën We Care service activated cover will start only at the end of these warranties, but in any case, the terms with the greatest level of cover will take precedent.
- 1.7.2 The services provided under these Terms, including the costs associated (which are parts and labour including tax), are included in your package providing they are performed by a Citroën authorised partner but are subject to the following:
 - your vehicle must remain registered (as detailed in clause 1.2 of these Terms);
 - your vehicle must have been used and maintained in accordance with the manufacturer's instructions (these are indicated in the manufacturer's handbook, the digital handbook versions, or the vehicle dashboard);
 - the servicing operations and checks specified in the manufacturer's servicing schedule must be complete and recorded in your vehicle's warranty and maintenance guide or within the digital maintenance records. If you don't have this, you must be able to provide supporting documentary evidence on request (such as servicing checklists, servicing schedules, invoices which should support these minimum standards: name and address of independent servicing business; registration details of the vehicle; date and description of the services and/or repairs; mileage at the time; oil quantity, grade/viscosity, manufacturer; parts fitted/part numbers);
 - the fluid and lubricant levels in your vehicle must have been maintained in accordance with the manufacturer's instructions (these are indicated in the manufacturer's handbook);
 - scheduled services on your vehicle must be carried out within two months/1800 miles of the intervals as specified by the manufacturer, whichever comes first; and
 - only Citroën authorised partners are approved to complete any repairs deemed eligible under these Terms.
- 1.7.3 If there is a manufacturer defect with your Vehicle, this should be repaired by a Citroën authorised partner in one of the territories detailed in clause 1.5 of these Terms, 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.
- 1.7.4 The applicable services (under clause 2 of these Terms) which are carried out by a Citroën authorised partner under these Terms, will be paid for directly by us, without any advance payment being required from you.
- 1.7.5 Any repair carried out under these Terms, with or without replacement of parts, does not extend the duration of your Citroën We Care service activated cover.
- 1.7.6 If we remove parts from your Citroën vehicle and replace them with new parts under this Contract 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 – PARTS FAILURE REPLACEMENT

The components covered under parts failure replacement under these Terms are dependent on the vehicle engine derivative, as described in clause 2.1 and 2.2 of these Terms:

2.1 For Internal combustion engines (ICE), mild-hybrid electric vehicles (MHEV) and plug-in hybrid electric vehicles (PHEV)

Parts failure replacement consists of the replacement or repair, at the Citroën authorised partner's reasonable discretion, of Faulty components of the engine, gearbox and/or transmission.

Consequently, all components that are not considered by the Citroën authorised partner to be integral to the engine, gearbox or vehicle transmission are not covered by the Citroën We Care service activated cover.

2.2 Battery Electric Vehicle (BEV)

Parts failure replacement consists of the replacement or repair, at the Citroën authorised partner's reasonable discretion, 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.

From the warranty start date, the vehicle will receive a manufacturer's guarantee for the traction battery (i.e., the battery which drives the motor of your Citroën BEV). This guarantee lasts for a total of eight years or 100,000 miles, whichever occurs first. This traction battery guarantee applies only to the battery which drives the motor of your vehicle, as opposed to any other batteries in your vehicle which might be responsible for operating other functionality such as windscreen wipers, lights, etc. Consequently, the traction battery is not covered by the Citroën We Care service activated cover.

- 2.3 The Citroën We Care service activated cover does not include the replacement of parts subject to normal wear and tear and whose replacement is not the direct and indirect consequence of a manufacturing defect, such as and not limited to, filters, brake pads and discs, linings, welds and cables, wheels, rims, tyres, belts, fluids.
- 2.4 The cost of replacement parts or repairs to the vehicle, in line with these Terms, cannot exceed the used car market value of the vehicle as estimated on the day the vehicle is presented to the Citroën authorised partner. This used car market value will be the one set by CAP (the CAP value being a recognised and comprehensive resource that provides up-to-date values for various makes and models of vehicles in the automotive industry) in the context of a private sale. If CAP no longer provides this value, the Citroën authorised partner will choose another valuation service equivalent in repute. In the case that the costs of the replacement parts or the repairs exceed the stated used car market value, the recipient of the Citroën We Care services will have the option to pay the difference in costs, and if this is not an option then the entire claim under the Terms will be declined.
- 2.5 The cumulative sum of the costs of all repairs and replacement parts during the total period of the Citroën We Care service activated cover cannot exceed the original list price of the new



vehicle as paid by its first registered owner. If the sum of costs of all repairs and replacement parts exceeds the original list price of the new vehicle, the current recipient of the Citroën We Care services will have the option to pay the difference in costs, and if this is not an option then the entire claim under the Terms will be declined.

2.6 The Parts Failure Replacement does not include or apply to:

- any diagnostic time which doesn't result in a valid claim under these Terms;
- failures occurring within the first thirty (30) days following scheduled service and activation of these Terms as detailed in clause 1.4.3 of these Terms;
- failures which already existed before the performance of the scheduled maintenance and activation of these Terms as detailed in clause 1.4.3 of these Terms;
- any Vehicle whose fault codes that are found to have been cleared within thirty (30) days or one thousand (1000) miles preceding the completion of the service and activation of these Terms;
- any loss, damage or failure which occurs while the vehicle is outside the geographical territories as detailed in clause 1.5 of these Terms;
- 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 by the use of fluids, parts or accessories which are not genuine or of equivalent quality;
- the use of unsuitable or poor-quality fuels (including charging solutions) not recommended by the manufacturer;
- damage caused by natural phenomena, hail, flooding, lightning, storms, or other atmospheric hazards;
- damage caused by accident, fire, theft, attempted theft, riots;
- repairs resulting from negligence, a driving error, incorrect use of your vehicle (such as, and not limited to, overloading, competition, racing) or failure to comply with the servicing operations, in strict conformity with the manufacturer's recommendations (as defined in the manufacturer's handbook, the digital handbook versions or the vehicle dashboard);
- failures and/or discharging of your vehicle's batteries due to incorrect electrical connection, the electrical supply, the electrical installation or the current used;
- breaking of or damage to glass and headlamp units, lamps or mirrors;
- the loss of trims or remote controls, door seals;
- bodywork repairs, washing, polishing, and cleaning;
- work on the passenger compartment, including cleaning, and repairs of door trims, upholstery, and carpet in case of wear;
- vibrations and noises linked to your vehicle's operation;
- deterioration, such as, and not limited to, discolouration, alteration, or distortion of parts due to normal ageing linked with the use of your vehicle, its mileage, or its geographic and climatic environment, if this replacement is not due to a manufacturing defect;
- navigation updates;
- servicing and maintenance that doesn't comply with the manufacturer's recommendations or is deemed optional between two periodic services;



- settings (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;
- cosmetic damages and paint;
- infotainment systems (any display unit within the vehicle & i-toggles);
- towing the vehicle;
- water inlets and their consequences;
- air leaks, liquid leaks, air noise, rubber seals and openings of doors, floor and ceiling, squeaks, adjustments, vibrations, and shocks in general, any noise that does not affect the normal operation of the part;
- damage to the vehicle resulting from:
 - o traction beyond the limits provided for on the gross vehicle weight on the registration certificate or use of the traction battery other than to supply power to the vehicle;
 - o the use of charging cables and charging stations that does not meet the manufacturer's specifications;
 - o 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 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 is reasonably possible;
- the modifications necessary to ensure that your vehicle conforms following a change of legislation which comes into force after the delivery of your vehicle; and
- 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 3 - TERMINATION OF TERMS

- 3.1 If your vehicle is damaged in an incident and declared beyond technical or economical repair by your insurer, these Terms will automatically end as at the date of the incident. If your vehicle is stolen, and hasn't been found within 30 days, these Terms will automatically end on the date of the theft. In either of these cases (accident or theft), you must tell us as soon as possible and provide us with proof of the damage or theft by way of expert report, certificate of destruction, or police report (as applicable). This correspondence must be accompanied:
 - if your vehicle is written off, by a photocopy of the declaration of the insurance company or of the assessor declaring that the vehicle is classified as a write-off; and
 - if your vehicle is stolen, by a photocopy of the theft report to the appropriate authorities and a photocopy of the vehicle reimbursement agreement from the insurance company.
- 3.2 In the event that there is a breach of any of these Terms, this may invalidate these Terms in full.



CLAUSE 4 – GENERAL TERMS

4.1 If you wish to raise a query or complaint visit our website to <u>contact us</u> via our online form at https://citroen.my-customerportal.com/citroen/s/case-webform?language=en_GB#1; or by telephone on 0800 093 9393 (cost of a local call); or in writing to Citroën U.K. 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. 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 or call their Information Line on 0345 241 3008.

- 4.2 These Terms are governed by and construed in accordance with 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 these Terms if you live in England or Wales. If you live in Scotland or Northern Ireland, the governing law and applicable court will be of the country in which you live at the date of enforcing these Terms.
- 4.3 Full details of how we use your personal information, including how to get in touch and ask questions or exercise your rights, please refer to our <u>Privacy Policy at www.citroen.co.uk/tools/privacy-policy.html.</u>
- 4.4 We can transfer our Terms with you, so that a different organisation is responsible for supplying your Citroën We Care services. We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the Terms.
- 4.5 These Terms are between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.
- 4.6 If any part of these Terms is found to be invalid or unenforceable by a court, or if a court or other authority deems any of these Terms to be unlawful, the remainder will still remain in full effect.
- 4.7 Even if we delay enforcing these Terms, we retain the right to enforce them later. Our decision to not immediately pursue non-compliance with these Terms does not waive our ability to enforce these Terms at a later date.
- 4.8 We are responsible to you for any loss or damage you suffer that is a foreseeable result of our breach, or our failure to use reasonable care and skill. Nothing in these Terms excludes, limits (or is intended to exclude or limit) our liability for (a) death or personal injury caused by our negligence or that of our employees, agents, or subcontractors, (b) fraud or fraudulent misrepresentation by us or our employees, or (c) breach of your legal rights in relation to the Citroën We Care services.
- 4.9 We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, both we and you knew it might happen.



- 4.10 There may be an event outside of our control which may stop us being able to offer you our service as usual. For example, terrorist acts, pandemics or epidemics, extreme weather, industrial disputes, wars, or riots. If this happens, we'll take steps to make sure we can offer you the best service possible given the circumstances.
- 4.11 Whilst we may publish other terms with earlier or later versions, which may cover vehicles ordered at other times, or may relate to alternative Citroën models, or may offer different services levels, or may vary between servicing intervals and at points of activation, these other terms will not apply to you.
- 4.12 The terms which apply to your Citroën We Care services are those which were in force at the time of the original vehicle order and sold as new. These Terms are transferable to subsequent owners of the vehicle. These Terms are valid throughout the duration and must be activated as detailed in clause 1.4 of these Terms.