



Warranty Policy Document

Warranty Plan

At JustEVs, we believe we offer one of the best used car warranties available from any UK dealer. We always try to be on the side of the customer and endeavour to make your ownership experience as enjoyable as possible.

Why We Believe We are the Best

History Checks: JustEVs carry out Vehicle History and Mileage Checks to ensure there are no hidden surprises when offering you the service. We do though expect you to keep your service history up to date and to make sure the manufacturer's servicing is carried out regularly.

Breakdown: Your Plan is designed to meet the cost of repairing your vehicle when a covered mechanical or electrical part suddenly and unexpectedly stops working.

Failure due to Wear and Tear: At JustEVs, we will pay to fix your car if it develops a premature or unexpected mechanical or electrical fault which stops a part functioning. Unlike other used car warranties, we don't always insist that your vehicle has to physically 'breakdown' for it to be covered. Remember though that if a part is just worn out because of age and mileage it can't be covered. We define Wear and Tear as a premature failure of a part that breaks or stops working before its reasonably expected to do so.

Weasel Words: We have removed 'weasel words' such as betterment, excess, consequential failure and wear and tear exclusions - these are the terms other warranty firms use to reduce the amount you're expecting.

Important - Read the Small Print: We do expect you to read our terms and conditions which explain how Your Plan works and the many benefits you now enjoy as a JustEVs Plan holder. Please, please make sure you fully understand the terms and conditions relating to Your Plan and in particular your vehicle servicing requirements and the repairs procedure. Make sure you 'read and understand fully' the information provided in the What Your Plan Does Not Include section.

For clarity, we list what parts are covered in your warranty plan along with a list of Significant Exclusions. Please make sure you read what is and what's not covered to avoid confusion or disappointment later. If you're at all unsure you can ring us up and we'll always be pleased to help and advise you.

Cancellation: Your rights as a consumer allow you 30 days to cancel. This should give you more than enough time to read this booklet and fully understand what we can and can't cover.

Important Facts

- *Your vehicle must be correctly serviced during the Period of Your Plan - we can help you in providing this. If you don't have your vehicle's full-service history then the best you can and should do, is bring its servicing bang up to date immediately. No warranty in the world will pay out for any faults caused by a lack of correct and timely servicing.*
- *Your vehicle must be road legal - this means that it must be correctly insured with a current MoT and V5 Log Book in your name.*
- *Inform us the moment you have a problem. If you continue to drive around with a faulty car you'll only make the problem worse and we may not be able to cover the full costs of repairs*
- *You must not go ahead and complete any repairs to your vehicle without first informing us and giving us the time to find out the full nature of the problem. Once validated, we will pay towards the cost of any diagnostic and dismantling. Please don't repair the car without talking to us first.*
- *There is no limit to the number of valid warranty repairs that can be approved during the Period of Your Plan within the Single Repair Limit up to your Vehicle Value.*
- *We cannot provide for all failures - any parts which are worn out and at the end of their useful life are particularly excluded and must be paid for at your own cost.*
- *The benefit of Failure Due to Wear and Tear will end should your vehicle reach 9 years or 90,000 miles.*
- *All the benefits of your Plan will end should your Vehicle reach 10 years of age or 100,000 miles, from the date of manufacturer, without rebate, even if during the Period of Your Plan.*
- *Please take the time to read this plan booklet fully and call us if there is anything you don't understand. We want you to be a happy and long-standing JustEVs customer and understanding what we can and can't cover is critical to that relationship.*

A Definitions

- A1 The following words and terminology have these meanings throughout Your Plan and are spelt with capitals throughout:
- A2 **Addition:** Inclusion of any of the following items as shown on Your Plan Schedule: Air Bag System, Air Conditioning, Multi-media.
- A3 **Administration Fee:** A fee of £35 to cover our administration costs and expenses.
- A4 **Application:** Any information you may have supplied to us.
- A5 **Approved Repairer:** A repair garage authorised by JustEVs
- A6 **Breakdown:** This is where a mechanical or electrical Part suddenly and unexpectedly stops working and requires immediate repair or replacement before it will work again.
- A7 **Cancellation Fee:** A fee of £10.00 to cover our cancellation expenses.
- A8 **Cancellation Period:** A period of 30 days from Your Plan Start Date.
- A9 **Consequential Failure:** Is where a component (not necessarily included in Your Plan) fails and causes the Breakdown of a Part included in Your Plan (sometimes called the domino effect).
- A10 **Contribution:** An optional monetary contribution to be paid by you towards the value of each repair which will be shown in Your Plan Schedule.
- A11 **Failure Due to Wear and Tear:** This is where a mechanical Part suddenly and unexpectedly, develops a premature fault resulting in the Part failing before your Vehicle reaches 9 years of age or 90,000 miles, which if not repaired or replaced, will more than likely lead to a Breakdown of the Part before the expiry of Your Plan (sometimes called fatigue).
- A12 **Geographical Limits:** The area in which Your Plan is effective which includes; Great Britain, Northern Ireland, Isle of Man and Channel Islands. (Your main residence must be within this area)
- A13 **History Checks:** Independent verification of your Vehicle's mileage, market value, MoT and to determine if it's been exported, imported, declared an insurance write off or a stolen vehicle. (These checks are conducted at the time you take out the warranty at our own cost using data from the DVLA, DVSA, Police and from independent companies. This information is constantly updated, is not exhaustive and may alter at any future date, therefore we cannot guarantee total accuracy at any point in time).
- A14 **Independent Vehicle Examiner:** An independent expert witness (not a member of JustEVs staff) qualified in motor vehicle engineering theory and practice, with specific knowledge and expertise relevant to Your Vehicle and the Part being examined.
- A15 **Labour:** Labour costs will be paid up to the maximum hourly Labour rate noted on Your Plan Schedule, including VAT. We will not pay more than the hourly Labour rate usually charged by your Repairer to its customers. Repair times will be limited to those in the latest Glass's ICME or Autodata manual or as listed in the manufacturer's recommended repair times guide or in our reasonable discretion if no such data exists.
- A16 **Level of Your Plan:** As specified within Your Plan document, together with any Additions as detailed within Your Plan Schedule.
- A17 **Mileage Photo:** A recent photograph of your Vehicle's milometer to verify Your Plan Start Date.
- A18 **MTPLM:** Maximum technically permissible laden mass as detailed within your vehicle handbook and/or chassis plate.
- A19 **OE Parts:** Original equipment Parts which are manufactured to the same specification and standards as manufacturer Parts (often from the same supplier but packaged in different boxes).
- A20 **Part:** Any mechanical, electrical or serviceable Part, capable of replacement, which forms part of your Vehicle's original specification and is included within the Level of Your Plan. (Mechanical Parts have contact, movement and function. Electrical Parts are powered by electricity. Unless specifically mentioned, wiring, connectors, pipes, hoses and rubber bushes are not included).
- A21 **Parts Cost:** For repairs at the franchised main dealer, charged within the Labour rate you have selected, we will pay the manufacturer's list price of Parts, otherwise we will not pay more than the available motor factor recommended retail price of OE Parts, including VAT. Parts which can only be sourced from outside the United Kingdom will be reimbursed at the United Kingdom price of an equivalent Part. We may, in our discretion, supply Parts to your Repairer directly or have Parts repaired by a specialist Repairer of our choice or use reconditioned Parts.
- A22 **Parts Replaced in Pairs:** The following covered Parts (when and where included within the Level of Your Plan) if recommended by the manufacturer of your Vehicle to be replaced in

pairs, when only one Part has suffered a Breakdown or Failure Due to Wear and Tear: Brake discs, brake drums, coil road springs, and hydraulic shock absorbers.

A23 Period of Your Plan: The period of months shown on Your Plan Schedule.

A24 Plan Schedule: Issued by us after purchasing your vehicle based upon the Application you have made to us and which confirms our acceptance of Your Plan.

A25 Plan Start Date: The date Your Plan begins, as detailed within Your Plan Schedule.

A26 Repairer: A full-time VAT registered garage business providing a motor vehicle repair service within the Geographical Limits. (We may, in our discretion, request you use a repairer of our choice. When we exercise this right we will pay the reasonable cost of transport, if any).

A27 Repair Cost: The total of Labour and Parts Cost, including VAT. If your Repairer charges more than Your Plan provides you will have to pay the difference.

A28 Repair Number: A number issued by us to you or to your Repairer as proof that a repair has been authorised.

A29 Servicing Handbook: The handbook issued with the Vehicle by the manufacturer (or within the Vehicle's integrated data information centre) which details the servicing and maintenance requirements for your Vehicle.

A30 Single Repair Limit: The maximum amount that Your Plan will pay per Breakdown or per Failure

Due to Wear and Tear, including VAT. The Single Repair Limit includes all Repair Cost against Your Warranty Plan and Additions.

A31 VAT: Value Added Tax which will be calculated at the prevailing rate. (We cannot legally pay you the VAT element of any Repair Cost without a VAT invoice made out to The Bright Ideas Factory Limited).

A32 Vehicle: Only the Vehicle as identified on Your Plan Schedule

Note: If you take out Plans for two or more Vehicles at the same time, you will be provided with a separate Plan for each Vehicle.

A33 Vehicle Value: The maximum amount that Your Plan will pay in total during the Period of Your Plan, including VAT as shown on Your Plan Schedule, limited to the retail value of your Vehicle as defined by us or in Glass's Guide, Parkers Guide (or similar) at Your Plan Start Date, or the purchase price if lower.

A34 Worn Out Parts: These are Parts which due to prolonged use over time, abuse or neglect (and/or a lack of correct routine maintenance) are worn out and at the end of their expected serviceable life. Unless included within our Servicing option, they will usually require repair or replacement at your own cost.

A35 Your Plan: Your Plan Application, Level of Your Plan details and Plan Schedule, together with this booklet contain the full terms and conditions of Your Plan.

Application

Upon your Application for your Vehicle to be included within our Warranty Plan we will, in our discretion, confirm our History Checks and confirm that your Vehicle is eligible

Your Plan will not become effective until we have carried out these checks, and confirmed your warranty by the issue of Your Plan Schedule.

B Benefits Included within Your Warranty Plan

B1 FROM DAY ONE AND DURING THE PERIOD OF YOUR PLAN – YOUR PLAN IS DESIGNED TO PAY FOR:

B2 **BREAKDOWN** - This is where a mechanical or electrical Part suddenly and unexpectedly stops working and requires immediate repair or replacement before it will work again.

DURING THE PERIOD OF YOUR PLAN AND UNTIL YOUR VEHICLE REACHES 9 YEARS OR 90,000 MILES (whichever occurs first) YOUR PLAN ALSO PROVIDES FOR:

B3 **FAILURE DUE TO WEAR AND TEAR** - This is where a mechanical Part suddenly and unexpectedly, develops a premature fault

resulting in the Part failing before your Vehicle reaches 9 years of age or 90,000 miles, which if not repaired or replaced, will more than likely lead to a Breakdown of the Part before the expiry of Your Plan.

B3.1 Whether a Part has suffered a Failure due to wear and tear is determined by us comparing the extent of wear on the failed Part with other similar, connected or associated Parts, which we would expect to be dissimilar.

B4 **JustEVs will pay the Repair Cost following a Breakdown or Failure Due to Wear and Tear of a Part of your Vehicle, within the Geographical Limits, outside the supplier's or manufacturer's warranty period, during the Period of Your Plan, depending upon the Level of Your Plan and subject to the further conditions and exclusions set out in these terms:**

B5 If your Vehicle suffers a Breakdown or Failure Due to Wear and Tear of any covered Part, we will 'in our discretion' decide whether to pay the appropriate Repair Cost (see General Conditions I14 which explains our discretion). To do this we will decide whether to inspect your Vehicle and then whether or not to approve a repair of the Part or authorise a replacement and then if we decide it is appropriate to do so in either case pay the appropriate Repair Cost.

B6 Your Plan will pay for diagnostic or dismantling work only if assessed by us as being reasonable within the Repair Cost of a valid repair. It is your responsibility to authorise (at

your own expense) any diagnostic or dismantling of any part of your Vehicle. (If in doubt, ask your Repairer to check with us before starting any diagnostic or dismantling work).

B7 We will pay the Repair Cost of a valid repair up to the Single Repair Limit and within your Vehicle Value at Your Plan Start Date.

B8 There is no limit to the number of valid repairs that can be approved during the Period of Your Plan within the Single Repair Limit up to your Vehicle Value.

B9 There is no Contribution required from you.

B10 There is no Contribution required from you for improving the condition or value of your Vehicle (betterment) where a replacement Part has this effect.

B11 Your Plan includes cover against Consequential Failure. (Please see H20 which explains this).

B12 Any alterations you make to increase the Level of Your Plan will not come into effect until 30 days or 1,000 miles (whichever occurs first) from the date of change have elapsed.

B13 SIGNIFICANT EXCLUSIONS

B13.1 Limits on Failure Due to Wear and Tear

The benefit of Failure Due to Wear and Tear will end should your vehicle reach 9 years or 90,000 miles (whichever occurs first).

B13.2 **Vehicle Age and Mileage Limits** - All the benefits of Your Plan will end should your Vehicle reach 10 years of age or 100,000 miles, from the date of manufacture, without rebate, even if during the Period of Your Plan.

B13.3 **Servicing** - If you are unable to provide proof of correct servicing of your Vehicle, we will decline any repair request you make in relation to any serviceable Part. (see F1 - F7).

B13.4 **Worn Out Parts** - These are Parts which due to prolonged use over time and/or a lack of correct routine maintenance, abuse and/or neglect, are worn out and at the end of their expected serviceable life. They will require repair or replacement at your own cost.

B13.5 **Manufacturing Faults** - The Breakdown or Failure Due to Wear and Tear of a Part of your Vehicle with inherent, common and regularly occurring manufacturing faults which were well publicised (such as Google Internet search) together with any Part

requiring replacement due to it being up-dated, superseded, re-designed or recalled by the manufacturer where you have no proof that the Part has been previously replaced. (see E3.16).

C Your Plan

C1 PARTS INCLUDED - ALL MECHANICAL AND ALL ELECTRICAL PARTS OF YOUR VEHICLE

Note: There is no list of Parts, we include all mechanical and all electrical Parts - that's around 5,000 parts on most vehicles and too many to list here. There are just a handful of exceptions, please see exclusions within the Additions section and What Your Plan Does Not Include, section E.

C2 **ADDITIONS** - The following additions may be included in Your Plan:

AIR BAG SYSTEM

AIR CONDITIONING

MULTI-MEDIA

Note: For further detailed information please see section D and Your Plan Schedule.

C3 OTHER ITEMS INCLUDED

C3.1 Wiring Looms: All wiring looms included (excludes corroded or chewed wiring).

C3.2 Parts Replaced in Pairs: We include the following Parts, recommended by the manufacturer to be replaced in pairs as good engineering practice, when only one Part has suffered a Breakdown or Failure Due to Wear and Tear: brake discs, brake drums, coil road springs, hydraulic shock absorbers.

C3.3 Cooling System: The radiator, heater matrix and cooler are included

C4 SINGLE REPAIR LIMIT - £500

C5 **SIGNIFICANT EXCLUSIONS** - Worn Out Parts. Protection against Failure Due to Wear and Tear will end should your Vehicle reach 9 years or 90,000 miles (whichever occurs first). All the benefits of Your Plan will end should your Vehicle reach 10 years of age or 100,000 miles, from the date of manufacture, without rebate, even if during the Period of Your Plan. Please also see: What Your Plan does NOT include, section E within our main terms.

D Additions to Your Plan

Please see the details enclosed specific to your Vehicle and also refer to the JustEVs Plan Schedule for the complete list of Parts and services which are included and excluded from Your Plan.

D1 ADDITIONS - If one or more of the following Additions are included;

Air Bags, Air Conditioning, or Multimedia (see Your Plan Schedule for inclusion) you will be entitled to the additional service (see below) subject to the conditions as set out further:

D1.1 SIGNIFICANT EXCLUSIONS ALLICABLE TO ALL ADDITIONS - Worn Out Parts. Protection against Failure Due to Wear and Tear will end should your Vehicle reach 9 years or 90,000 miles (whichever occurs first). All the benefits of Your Plan will end should your Vehicle reach 10 years of age or 100,000 miles, from the date of manufacture, without rebate, even if during the Period of Your Plan. Please also see: What Your Plan does NOT include, section E within our main terms.

D1.2 REPAIR LIMITS APPLICABLE TO ALL ADDITIONS

£500 including VAT

D2 Air Bag Addition

This Plan Addition is designed to provide the Repair Cost to the Vehicle's air bag system due to the Breakdown or Failure Due to Wear and Tear of a Part effecting the activation of the air bag warning system where a Part of the air bag system is found to be no longer serviceable using diagnostic equipment and/or diagnostic techniques recommended by the Vehicle manufacturer (proof required).

D2.1 REPAIR LIMIT - Please see section D1.2 or refer to Your Plan Schedule.

D2.2 SIGNIFICANT EXCLUSIONS - This Plan Addition does not provide for the

replacement of any Part of the air bag system where replacement is necessary due to impact, shock, accidental damage, or the replacement of the air bag itself or the air bag detonator unit or under any circumstances where deployment of the air bag has previously taken place nor does it include any faulty or damaged wiring. For a full list of exclusions Please see: What Your Plan does NOT include, section E.

D3 Air Conditioning Addition

This Plan Addition is designed to provide the Repair Cost for the Breakdown or Failure Due to Wear and Tear of a Part of the Vehicle's air conditioning system.

D3.1 REPAIR LIMIT - Please see section D1.2 or refer to Your Plan Schedule.

D3.2 SIGNIFICANT EXCLUSIONS - This Plan Addition does not provide for the replacement of any Part of the air conditioning system where replacement is necessary due to accident damage, corrosion, leaking pipes, corroded or damaged wiring, re-gassing or pressurisation of the system (unless required along with an authorised repair). For a full list of exclusions Please see: What Your Plan does NOT include, section E.

D4 Multi-Media

This Plan Addition is designed to provide the Repair Cost following a Breakdown or Failure Due to Wear and Tear of a Part (or a component which directly facilitates the function) of the: Radio, CD, DVD, TV, SAT NAV provided that it was fitted to your Vehicle by the Vehicle manufacturer as original equipment.

D4.1 REPAIR LIMIT - Please see section D1.2 or refer to Your Plan Schedule.

D4.2 SIGNIFICANT EXCLUSIONS - Antennas and Aerials. Any reduction in performance or degradation in the display screen. Any mobile phone or hands-free equipment connected to or in operation with any part of the system. Software faults or upgrades. For a full list of exclusions Please see: What Your Plan does NOT include, section E.

E What Your Plan Does NOT Include

E1 Your Plan particularly excludes the following:

E2 VEHICLES EXCLUDED

E2.1 Any Vehicle without a current Vehicle Excise Licence (Road Tax).

E2.1.1 Any Vehicle without a current MoT VT20 Certificate (when required).

E2.1.2 Any Vehicle without a current insurance certificate in your name.

E2.1.3 Any Vehicle which is SORN registered with DVLA.

E2.1.4 Any vehicle privately imported from outside of the EU and not originally supplied via the manufacturer's EU authorised dealer.

E2.2 Any Vehicle where documentary proof shows that the mileage/distance reading has been altered or interfered with and is in reality significantly higher than displayed.

E2.3 Any Vehicle at any time declared an insurance category A, B or C insurance write-off or stolen and recovered.

E2.4 Any Vehicle (currently or previously) used within a hire or reward business including, but not limited to: taxis, driving schools, lease and rental vehicles.

E2.5 Any motor car, box van or camper van, more than 3500 kgs MTPLM, motor home more than 7500 kgs MTPLM, touring caravan more than 8 metres in overall length and 1850kgs MTPLM or 2 wheeled motor cycles more than 1800cc engine capacity.

E2.6 Any Vehicle used in any competition, race, rally or track day event, off road or any previous public service vehicle such as a bus or police, ambulance, fire or military.

E2.7 Any Vehicle which has been modified, in any way, from the manufacturer's original or approved specification.

E2.8 Any Vehicle where 'you' are the owner, proprietor or director of a motor trade business, vehicle auction, repair garage, vehicle leasing, hire or rental company.

E2.9 If after Your Plan is established any of the above circumstances come to light, unless we have made special provision which is noted on

Your Plan Schedule, Your Plan will be cancelled and all charges refunded less any previously authorised Repair Costs, Independent Vehicle Examiner costs and the Cancellation Fee.

E3 PARTS EXCLUDED

E3.1 Bodywork, paintwork, exterior and interior trim, cabriolet roofs, lifting struts, catches, hinges, brackets, slides, runners, locks and barrels, keys and key fobs, seat frames, glass in windows; mirrors and lamps (heated or otherwise), wheels and tyres, tyre valves and pressure sensors, exhaust manifolds and silencers, subframes, mountings and rubber bushes, carbonisation (soot) build up (in particular of catalysts, exhaust gas recirculation valves and diesel particulate filters), burnt out valves, fuel and coolant tanks, hoses, pipes, joints, unions and fittings, auxiliary drive belts, batteries (including drive batteries and power packs) fuses, bulbs, wiring and connectors together with normal wear and tear of: brake discs, pads, drums, shoes and clutch linings (unless such Parts are specifically included with any selected Additions to Your Plan).

E3.2 Any service parts periodically replaced during the manufacturer's recommended servicing of the Vehicle unless any such items are (at our discretion) authorised within the costs of a valid repair providing the Vehicle is not within 1,000 miles or 30 days of its next scheduled service.

E3.3 All non-mechanical and non-electrical Parts.

E3.4 Any Part or Addition particularly excluded from or not specifically included within Your Plan.

E3.5 Parts which have not suffered a Breakdown or Failure Due to Wear and Tear (as defined).

E3.6 Worn Out Parts.

E3.7 The repair or replacement of any Part not authorised by us.

E3.8 The repair or replacement of any Part where you (or your Repairer) have denied us the right to have that Part examined by an Independent Vehicle Examiner.

E3.9 The replacement of any camshaft timing belt, chain or tensioner or any associated Repair Cost where it cannot be shown within the Vehicle's service record that the correct servicing has been carried out previously.

E3.10 Any Part that has not suffered a Breakdown or Failure Due to Wear and Tear (as defined) but which is recommended for replacement by your Repairer.

E3.11 Any Part noted as requiring attention on any previous MoT Advisory Notice accompanying a DVSA MoT Certificate (VT20).

E3.12 Any Part noted as requiring attention on any previous servicing schedule or health check.

E3.13 Any items fitted to your Vehicle after the date of manufacture such as: roof racks, cycle carriers, tow bars, ladders, stabilisers and towing equipment etc (not a complete list).

E3.14 Any Part which has been in any way modified and is not to the manufacturer's approved specification or any Part damaged due to it being forced or operated incorrectly.

E3.15 Any Parts which are rusty, corroded or seized-up (such as catalytic converters), Parts blocked up with carbon (such as EGR valves and DPF filters). Parts which have suffered Breakdown or Failure Due to Wear and Tear due to flooding or water ingress, delamination, condensation, freezing, burning, melting; a lack of or incorrect coolant, lubricant or fuel; blockage due to swarf or sludge; Parts which are electrically overloaded due to incorrect use of welding, starting or charging equipment; any fuel, fluid, coolant or oil leak not specifically included within Your Plan.

E3.16 The Breakdown or Failure Due to Wear and Tear of a Part of your Vehicle with inherent, common and regularly occurring manufacturing faults which were well publicised (such as Google Internet search) together with any Part requiring replacement due to it being up-dated, superseded, re-designed or recalled by the manufacturer where you have no proof that the Part has been previously replaced.

E3.17 Any Part which has suffered a Breakdown or Failure Due to Wear and Tear due to a lack of or incorrect servicing, oil or coolant leak, negligence, neglect, abuse, broken by your Repairer, criminal damage, theft or attempted theft, accident or any Part not reported at the time of repair by your Repairer.

E3.18 Any Part which within the last 12 months has been the subject of a previous attempted

repair or documented as advised in need of repair.

E3.19 Parts covered by any other plan, warranty, guarantee or goodwill offer of settlement.

E4 REPORTS BY INDEPENDENT VEHICLE EXAMINERS

E4.1 The Breakdown of any Part which an Independent Vehicle Examiner believes more than likely existed on or before Your Plan Start Date or before the date of any later Addition.

E4.2 The Breakdown or Failure Due to Wear and Tear of any Part which an Independent Vehicle Examiner believes occurred after Your Plan had expired.

E4.3 The Breakdown or Failure Due to Wear and Tear of any Part which an Independent Vehicle Examiner identifies as being aggravated due to the Vehicle being driven on after the incident had occurred. (In such cases Your Plan will only pay the reasonable Repair Cost the Independent Vehicle Examiner believes would have resulted should your Vehicle have been stopped at the earliest opportunity).

E4.4 Any Repair Cost request which an Independent Vehicle Examiner confirms is 'not' due to any Breakdown or Failure Due to Wear and Tear (as defined).

E4.5 The Failure Due to Wear and Tear of any Part which an Independent Vehicle Examiner believes is due (in whole or in part) to a lack of any previous servicing (as recommended by the manufacturer), negligence, accident or which is revealed to be in such condition during any accident repairs.

E5 MISCELLANEOUS ITEMS EXCLUDED

E5.1 Any Breakdown or Failure Due to Wear and Tear caused by the use of contaminated or incorrect fuel, fluid or lubricant or caused by any foreign object or debris or any flushing or cleaning not reasonably considered within the costs of a valid repair including any adjustments, alignments or software related issues

E5.2 Any Breakdown or Failure Due to Wear and Tear caused by incorrect charging technique or misuse of batteries. Any act which uses batteries in a manner which is different to what the manufacturer intended.

- E5.3 Unless there is proof of Consequential Failure this Plan does not include the cost of fitting multiple Parts by your Repairer or Parts recommended for replacement by your repairer as good engineering practice (other than for covered Parts Replaced in Pairs) and in such cases we will exercise our discretion and usually only pay the average cost of all Parts and Labour claimed.
- E 5.4 Any repair request prior to the date of receipt of your Mileage Photo when requested.
- E5.5 Any Breakdown or Failure Due to Wear and Tear where your Vehicle's mileage/ distance reading at the time and date of Failure is not supported by its previous service history and cannot be verified as correct or relied upon to be an accurate representation of your Vehicle's total mileage.
- E5.6 If at any time during the Period of Your Plan we use our discretion to authorise a repair on a goodwill basis which would otherwise have been excluded then this does not set any precedent and does not mean we will necessarily authorise any similar future repairs.
- E5.7 Any liability for damage to property, loss of earnings, out of pocket expenses or any other loss caused directly or indirectly by any event giving rise to a repair request under the terms of Your Plan.
- E5.8 Any liability caused directly or indirectly by war, riot or any similar event or by vandalism, theft or attempted theft from the Vehicle or by bad weather such as lightning, wind or flood.

F1 VEHICLE SERVICING - You are required to ensure the correct servicing of your Vehicle:

previously authorised Repair Costs, Independent Vehicle Examiner costs and the Cancellation Fee.

F Servicing Your Vehicle

F1.1 at your own cost and expense,

F1.2 using any VAT registered garage, a franchised main dealer or an Approved Repairer,

F1.3 following the manufacturer's recommended service schedule and intervals (or earlier) as detailed in your Vehicle handbook. If you do not follow the manufacturer's service schedule then you will be required to service your Vehicle at intervals of 12 months or 10,000 miles, whichever occurs first.

F1.4 using only manufacturer's service parts or OE Parts and importantly the correct type and grade of lubricants and fluids as specified by the manufacturer.

F2 IMPORTANT - If your Vehicle has an incomplete (or no) previous service history it is important to have your Vehicle servicing brought fully up to date immediately. If you are unable to provide proof of the correct previous servicing of your Vehicle, we may decline any repair request you make in relation to any serviceable Part which has failed due to any lack in servicing.

F3 TIME PERIOD - WHEN YOUR VEHICLE IS DUE FOR SERVICING - You are allowed 1,000 miles either side of the service mileage or 30 days either side of the service period, without any further allowance.

F4 PROOF OF SERVICING - We will accept as proof of service details held within the Vehicles integrated data information centre/dated stamped entries in your Vehicle's service book by a franchised main dealer or an Approved Repairer. If not, you will be required to provide dated service VAT receipts and/or service schedules showing exactly which service parts were checked, replaced or otherwise attended to on the last service date applicable to the Part in question.

F5 INCORRECT MILEAGE READING - We will not meet any Repair Cost if your Vehicle's mileage/distance reading at the time and date of any claim is not supported by its previous service history and/or cannot be verified as correct or relied upon to be an accurate representative of your Vehicle's total mileage. If this occurs Your Plan will be cancelled and all charges refunded less any

F6 SERVICE PARTS INCLUDED - Your Plan will only pay for service items (such as lubricants and filters) which are required in order to complete repairs under a valid repair. However, if your Vehicle is within 30 days and 1,000 miles of its next service you will be required to pay the cost of such service items.

F7 SIGNIFICANT EXCLUSIONS - The Failure Due to Wear and Tear of any Part which an Independent Vehicle Examiner believes is due (in whole or in part) to a lack of previous servicing as recommended by the manufacturer, whether or not the Vehicle was owned by you at the time. For a full list of exclusions Please see: What Your Plan does NOT include, section E.

G1 This section sets out the correct charging procedures to ensure compliance with warranty. Electric vehicles must:

G1.1 Be charged using a manufacturer approved chargepoint and cable.

G Charging Responsibility

G1.2 Not be left standing for extended periods with a discharged battery

G1.3 Not charged at a higher rate than the rate recommended by the Vehicle manufacturer

H Repair Procedure

Telephone us the moment you think something needs attention and we will guide you through our repairs process. Don't go ahead and fix your vehicle without informing us first, we won't pay out without investigating each and every repair claim!

H1 This section sets out (in order) what you should do if your Vehicle needs a repair

H2 We may direct you to an Approved Repairer or ask your vehicle to be returned to a JustEVs site. You can appoint your own Repairer.. In any event, you must make sure they are VAT registered and that they follow the Repairs Procedure set out as follows:

H3 When you decide to appoint your own Repairer you accept that we may correspond with your Repairer directly on your behalf in relation to repairs under Your Plan.

H4 You (or your Repairer) are to provide the following information within 30 days:

H4.1 Your Vehicle registration or VIN number and your name and address,

H4.2 Details of the Part they believe is at fault,

H4.3 The date and mileage the Part failed,

H4.4 A Parts and Labour estimate for the total cost of repairs,

H4.5 Details of your Vehicle's service history and/or previous MoT,

H4.6 A print out or details of any OBD diagnostic information.

H5 We will then confirm:

H5.1 That the Part is included within the terms of Your Plan and whether we exercise our discretion and authorise the Repair Cost and issue a Repair Number or,

H5.2 Whether we require your Vehicle to be examined by one of our approved garages prior to us making any firm decision or,

H5.3 If we prefer to transport your Vehicle, or a Part to an Approved Repairer of our choice or,

H5.4 We may decline your repair request and provide our reasons why your claim does not meet with the terms and conditions of Your Plan.

H6 DIAGNOSTIC AND DISMANTLING - It is your own responsibility to authorise any preliminary diagnostics together with the dismantling of any Part of your Vehicle as may be required by your

Repairer (or recommended by an Independent Vehicle Examiner) for an accurate determination of any Part Breakdown or Failure Due to Wear and Tear to be made. Your Plan will only pay for such diagnostic and dismantling work, if reasonable and if assessed by us as being within the cost of a valid repair, otherwise all such work is at your own risk and expense. (If in doubt, ask your Repairer to check with us before starting any diagnostic or dismantling work).

H7 The illumination of a dashboard warning light or the registration of a fault code within the Vehicle's on board diagnostic system may indicate a fault, but is not proof of the Breakdown or Failure Due to Wear and Tear of any Part (as defined) within the terms of Your Plan.

H8 Once we have authorised that a Part is to be replaced or repaired, please ensure that your Repairer does the following:

H8.1 Gives you a copy of the repair assessment form,

H8.2 Makes a note of the Repair Number issued by us, and

H8.3 Completes the repair to your own satisfaction and provides you with their Repairer's VAT invoice made out to you C/o The Bright Ideas Factory Ltd, International House, Southampton International Business Park, Southampton, Hampshire, SO18 2RZ

H8.4 Your Repairer should include the Repair Number, your Vehicle registration number and Your Plan number.

H9 We will settle the Repair Cost as follows:

H9.1 If you are using an Approved Repairer we will settle the Repair Cost directly, but you will have to settle any costs outside of this sum.

H9.2 If you are using your own Repairer you may have to settle their charges in full and then re-claim the Repair Cost from us. You then need to send us:

H9.2.1 Copies of any previous VAT service receipts (if further proof of service is required),

H9.2.2 A copy of your Repairer's VAT invoice made out to you C/o The Bright Ideas Factory Ltd. (If you do not provide a Repairer's invoice addressed to The Bright Ideas Factory, International House, Southampton International Business Park, Southampton, Hampshire, SO18 2RZ we will not

be able to reimburse you the VAT amount),

H9.2.3 Any other supporting documentation we may have requested.

H10 We will endeavour to settle the Repair Cost for any validated repair within the Single Repair Limit, subject to the terms and conditions of Your Plan within 7 days.

Note: We may offset or contra payments due from you against the Repair Cost – see General Conditions I6.

H11 **IMPORTANT** - You should stop driving your Vehicle immediately if you become aware that there is a dashboard warning showing a significant fault. You should also stop if there is any other indication such as an unusual vibration or noise, leaking water, oil or steam. If you aggravate any Breakdown or Failure Due to Wear and Tear causing further damage, we may not settle the Repair Cost in full or at all.

H12 If you believe that any fault may become the subject of a repair under the terms of Your Plan (even if you are not sure) you should report the fault to us as soon as practicable. Any failure to notify us about any suspected Breakdown or Failure Due to Wear and Tear within 7 days (without good reason) will result in any subsequent claim for repairs being rejected.

H13 No repair work should commence before we have approved it and issued a Repair Number. Should you decide to give permission to a Repairer to commence or complete repair work, without a Repair Number being obtained, we will not meet your Repair Cost because you have denied us our right to fully investigate your claim and/or inspect your Vehicle and determine any faults.

H14 Before we authorise any repair, we may instruct an Independent Vehicle Examiner to inspect your Vehicle or any Part together with any appropriate documentation. When this right is exercised we shall have no liability for any loss to you or arising from any delay your Repairer may have in commencing repairs. We may also re-charge the cost of any attempted and failed inspection of your Vehicle against any subsequent authorised amount, due to your Repairer failing to present your Vehicle and/or any Part at a previously arranged time and date.

H15 We may (at our own cost) transport your Vehicle or any Part to an Approved Repairer of our own choice in order to affect repairs. In such cases we will guarantee the repair for a period of 6 months or 10,000 miles (whichever occurs first).

H16 When we require the transportation of a Part from your Repairer to an Approved Repairer in order to carry out an examination or to carry out

a repair, we agree to pay the reasonable cost of postage and packaging or arrange such ourselves.

H17 From time to time we may require supporting documentation in order to assist us in validating a repair such as the Vehicle's V5 logbook, insurance certificate, previous MoT's, recovery, or fuel receipts etc. You agree to use your best efforts to provide such information when requested.

H18 We will not validate any repair and issue payment against the Repair Cost until we have:

H18.1 confirmed the, Breakdown or Failure Due to Wear and Tear of a Part within the terms and conditions of Your Plan,

H18.2 received copies of any previous VAT service receipts (if further proof of service is required),

H18.3 a copy of your Repairer's VAT invoice made out to you C/o The Bright Ideas Factory Ltd (at our address) and

H18.4 received copies of any other supporting documentation we may have requested.

H19 If you have not provided all requested information within 30 days, your repair claim will not be authorised. After such time, we will review the reason for the delay and decide, within our discretion, whether or not to accept your repair claim.

H20 CONSEQUENTIAL FAILURE AND REPLACEMENT OF MULTIPLE PARTS

H21 Consequential Failure (replacement of multiple parts) is included within Your Plan. This is where a component (not necessarily included) fails and causes the Breakdown of a covered Part or Parts (sometimes called the domino effect).

H22 Unless there is proof of Consequential Failure, this Plan does not include the cost of fitting multiple Parts by your Repairer (other than for covered Parts Replaced in Pairs) and in such cases we will exercise our discretion and pay the average cost of all Parts fitted and Labour claimed.

H23 Where your Repairer recommends the replacement of a complete unit (such as an motor, gearbox or differential axle) we will not authorise its replacement unless the unit has suffered Consequential Failure or is irreparable. Where the Breakdown or Failure Due to Wear and Tear of a component Part within a complete unit is identified, we will authorise the Repair Cost associated with the repair, replacement or reconditioning of the Part.

H24 Where we authorise the Repair Cost for a benefit under one or more sections of Your Plan then

these will be treated as a single repair within the Single Repair Limit and Vehicle Value shown in section C.4

H25 PROTECTION AGAINST FRAUD

H26 In order to protect ourselves against fraudulent claims, we may from time to time, carry out more detailed checks and investigations which may delay our authorisation process. We apologise if you are innocent and ask you to be patient and comply with our requests for further information. We will not be liable for any loss of the use of your Vehicle or other expenses, but do apologise for any inconvenience this may cause.

I General Conditions

11 The following conditions apply to all sections of Your Plan:

12 DUTY OF CARE - You have a duty of care to look after your Vehicle and carry out the preventative checks and maintenance recommended by the Vehicle manufacturer within the Servicing Handbook. You are also required to service your Vehicle in accordance with the servicing requirements within Your Plan. You must service or replace Parts as and when recommended by your Repairer.

13 REPAIR PROCEDURE - You must follow the repair procedure detailed within Your Plan. Any failure to do so may result in a decline decision and non-payment of your repair. Please contact us if you need any help or advice.

14 PLAN TRANSFER - Your Plan may be transferred with your Vehicle directly to a new private owner (but not to a member of the motor trade). You must make the Application in writing or by email within 30 days of the change of ownership, and you must send us proof of last service, a current MoT certificate and the Administration Fee.

14.1 Your Plan may not be transferred to (or via) any member of the motor trade or where Your Plan has less than 30 days left to run.

14.2 Your Plan may only be transferred once by you (the original Plan-holder) and no refunds will be made to you or to the transferee. .

15 PAYMENT BY US OF REPAIR COST - We will endeavour to settle the Repair Cost for any validated repair within the Single Repair Limit, subject to the terms and conditions of Your Plan, within 14 days.

16 CANCELLATION BY YOU WITHIN CANCELLATION PERIOD - If you decide that you do not want Your Plan, confirm your request in writing or by email quoting Your Plan reference number, your Vehicle registration number, ensuring that they reach us within 30 days of Your Plan Start Date.

17 CANCELLATION BY US - We may cancel Your Plan at any time

17.1 We will cancel Your Plan immediately without rebate or refund of payments and without further notice:

17.1.1 if you transfer ownership of your Vehicle without initiating a Plan Transfer (within Your Plan transfer conditions) or

17.1..2 if you change your address to live outside of the Geographical Limits or

17.1.3 if you, or someone authorised to act on your behalf, have made any dishonest, false or exaggerated statement or declaration to us in order to obtain Your Plan or in order to satisfy our repair conditions or

17.2 In all cases we will cancel Your Plan by sending you notice in writing (by Email, Special or Recorded Delivery).

18 YOUR INFORMATION - You should have declared all relevant information that may have affected our decision to accept your Vehicle onto Your Plan. It is important that you check Your Plan Schedule to ensure we have the correct details. In particular, you should check that your Vehicle's make and model, date of registration, mileage and engine size are accurately described on Your Plan Schedule. You should also 'double check' your Vehicle's previous servicing complies with our requirements under section F. You should have completed a pre-sale vehicle inspection form prior to taking out Your Plan. Failure to disclose the correct information at the time that you applied may invalidate Your Plan. If we have requested a Mileage Photo, you should co-operate fully with our request. If any of the above information is incorrect Your Plan may not be valid.

19 FRAUD - If we reasonably believe that you or someone authorised to act on your behalf, have made any dishonest, false or exaggerated statements or declarations in order to obtain Your Plan or to try and obtain any Repair Cost, Your Plan will be cancelled, no refund or repair settlements will be made and the matter reported to the authorities.

110 SALVAGE, STORAGE OR DISPOSAL - We accept no responsibility or liability for the salvage, storage

or disposal of your Vehicle or of any Part or part under any event.

be legally able to reimburse you the VAT element of the Repair Cost.

I11 LIMIT ON REPAIR COST - Your Plan will pay the reasonable Repair Cost up to the Single Repair Limit within the Vehicle Value, subject to the terms and conditions herein. If your Vehicle or any subsequent repair is covered by any other similar plan, guarantee, warranty or goodwill settlement, we will only pay our reasonable share of any Repair Cost (if any). We may, in our discretion, appoint a Repairer of our own choice in order to repair, replace or recondition any Part of your Vehicle.

I13 GENERAL - We are not liable for any statement or representation which contradicts any of the conditions of Your Plan, unless the statement or representation is clearly defined on Your Plan Schedule or is supported in writing by us.

I14 DISCRETION - An important aspect of Your Plan is that we both contractually and legally operate on a discretionary basis. We use this discretion to ensure that you receive a fair and equitable resolution on each and every request you make under Your Plan. In the event of any complaint which we cannot resolve between us on this basis the directors of The Bright Ideas Factory Ltd are the final arbiters for the exercise of this discretion on behalf of JustEVs, and can be contacted via email at: info@justevs.com. This does not affect your statutory rights

I12 VALUE ADDED TAX - Value Added Tax (VAT) will be calculated at the current rate applicable at the time of charge or time of repair. If you do not supply us with a Repairer's VAT invoice displaying the name and address of The Bright Ideas Factory Limited, we will not

J Warranty Plan

J1 PROVISION - Your Warranty Plan (Your Plan) is provided and administered by The Bright Ideas Factory Limited (trading as JustEVs) registered office: International House, Southampton International Business Park, Southampton, Hampshire, SO18 2RZ.

J2 PRINT COPY OF YOUR PLAN - These are available in PDF format and can be requested by email at info@justevs.com. If you require a large print paper copy of Your Plan terms and conditions,

please contact us at any time and we will arrange this.

J5 DATA PROTECTION - You are the only person authorised to make representations directly to JustEVs about Your Plan. If you require any other person to enquire on your behalf including receiving any validated repair payments we will require your specific prior authorisation in writing unless such persons quote Your Plan number or is confirmed by you as a Repairer acting on your behalf. We may pass your data to any relevant regulator or dispute resolution provider. We may also use your data for training and testing purposes. Your details may also be used by us for marketing purposes. We may disclose your information to our agents for these purposes. We and our agents (if applicable) may contact you by mail, telephone or email. If you do not want your data to be used by us for marketing purposes and you have not already notified us, please write to us at our address

J5.1 You can ask us for a copy of your personal details held on our files and to correct any inaccuracies (a statutory fee of £10.00 will be charged). To improve our services and for training purposes we may record our communications with you.

J5.2 You can request a copy of any Independent Vehicle Examiner report we have commissioned in relation to a claim for repairs you may have made.

J6 EXCLUSION OF THIRD PARTY RIGHTS - Your Plan is solely for the benefit of you (the Plan holder) and any permitted transferee which we allow in our discretion. No rights or benefits will be given to any other third party under Your Plan. The provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply.

J7 NOTICES - All notices required to be given shall be by Email, Post, Special or Recorded Delivery;

J7.1 from JustEVs Limited to you, at your last known home or email address and,

J7.2 from you to us, at The Bright Ideas Factory Limited (JustEVs), International House, Southampton International Business Park, Southampton, Hampshire, SO18 2RZ or via any email address noted within Your Plan.

J7.3 All notices shall be deemed to have been received when, in the normal course of transmission, the notice would have been delivered.

J8 **LANGUAGE** - All Plan documents and all communications with you about Your Plan will be in easy to understand English. No other language will be used.

J9 **STATUTORY RIGHTS AND REGULATION** - Your Plan shall be subject to English Law. Nothing in these terms and conditions will reduce or affect your statutory rights. For further information about your Statutory Rights you can contact your Local Authority Trading Standards Department or Citizens Advice Bureau. The Bright Ideas Factory Limited is not regulated by the Financial Conduct Authority (FCA). This Plan is exempted from compliance by the FCA and from the Financial Services Compensation Scheme.

J10 **TERMINOLOGY** - Words starting in capital letters are 'defined terms' with specific meanings particular to Your Plan. Please see the Definitions section within Your Plan.

BACK COVER PAGE