

1. About Your Electric Vehicle Battery and Powertrain Warranty.

In return for **Your** purchase of the **Warranty**, **We** agree to cover **You** in accordance with the terms and conditions contained in this **Warranty** provided to **You** in writing by **Us**.

The **Warranty** involves:

(a) A **Traction Battery Diagnostic Test** being carried out within ninety (90) days prior to the **Start Date** and the **Vehicle** has not travelled in excess of two hundred and fifty (250) miles during this period. The **Traction Battery Diagnostic Test** must show that the **Traction Battery State of Health** is not less than the **Traction Battery State of Health Eligibility Minimum**; and

(b) A **Powertrain Inspection** being carried out within ninety (90) days prior to the **Start Date**. The inspection must show that all **Powertrain** parts are operating correctly.

This **Warranty** has been designed to contribute toward the cost of repairing and/or replacing **Covered Components** (as listed below) and the cost of labour to do so in the event that the **Vehicle** requires repairs following;

(a) a **Mechanical or Electrical Breakdown** or;

(b) **Accelerated Battery Degradation** as a result of a Covered Component failing to perform its function anytime during the **Duration** shown in **Your Schedule**, subject to the conditions detailed within this **Warranty** up to the **Maximum Aggregate Benefit** as detailed within **Your Schedule**.

If **Your Warranty** is an **Enhanced Warranty** and the **Manufacturer's Warranty** in relation to the **Traction Battery** expires then the **Traction Battery State of Health Repair Threshold** shall automatically reduce to seventy (70) percent.

The **Schedule** is subject to the terms and conditions of this **Warranty** and it shows the **Vehicle** that is covered by this

Warranty.

This **Warranty** includes important details about the cover provided and any exclusions that may apply. It must be read in conjunction with **Your Schedule**. Words with special meanings have been listed within the definitions below. These words are printed in bold whenever they appear in this **Warranty**.

Please take the time to read **Your Warranty**.

If **You** have any questions or there is anything that **You** do not understand, please contact GardX International on 0203 192 1425 by telephone, or at requests@gardx.co.uk by email.

We have listed the exclusions that apply to **Your Warranty** in sections 2.2 and 6 below.

Please read this **Warranty** carefully as **Your** failure to comply with any of its terms may render **Your Warranty** invalid and could jeopardise the payment of any repair which might arise.

This **Warranty** tells **You** what is covered, how repair requests are administered and other important information.

This **Warranty** is administered by GardX International Limited, **We** will help **You** with any questions **You** may have and deal with any repair requests. **You** should also contact **Us** if **You** need to make any changes to the information disclosed when **You** arranged this **Warranty**.

GardX International Limited is registered in England under company Registration Number 05465377. **Our** registered office is at Lake House, 2 Port Way, Port Solent, Hampshire, United Kingdom, PO6 4TY.

This **Warranty** is non-renewable.

2. Eligibility.

2.1 Eligibility: **You** are eligible for this **Warranty** if, at the **Start Date** and for the **Duration**:

2.1.1 **You** reside in the United Kingdom or, if **You** are a partnership, company or other legal entity, **You** are registered in United Kingdom;

2.1.2 **You** have paid the **Warranty Charge** including applicable taxes;

2.1.3 **You** are at least 18 years of age;

2.1.4 **You** are the registered keeper of the **Vehicle** or, in the case of a lease agreement, the authorised driver of the **Vehicle**;

2.1.5 **Your Vehicle** is under twelve (12) years old from its first registration);

2.1.6 A **Traction Battery Diagnostic Test** has been carried within ninety (90) days prior to the **Start Date** and the result is not less than the **Traction Battery State of Health Eligibility Minimum**;

2.1.7 A **Powertrain Inspection** has been carried out within ninety (90) days prior to the **Start Date** and the result shows that all **Powertrain** parts are operating correctly;

2.1.8 **Your Vehicle** is currently published in **Glass's Guide**;

2.1.9 **Your Vehicle** is a make and model approved by **Us** for the **Warranty**;

2.1.10 **Your Vehicle** must have been serviced within the manufacturers servicing requirements. If a full service history is not available for **Your Vehicle**, **We** would require evidence that **Your Vehicle** has been serviced by a VAT-registered garage prior to inception of this **Warranty**, in accordance with the manufacturer's specifications;

2.1.11 Throughout the **Duration**, **Your Vehicle** must be registered and used principally in the **Territorial Limits** and must be taxed and hold a current MOT certificate (if applicable);

2.1.12 At **Start Date**, **Your Vehicle** was purchased from the **Supplying Dealer** within the last thirty (30) days and is not an **Excluded Vehicle**;

2.1.13 **Your Vehicle** is a **Battery Electric Vehicle (BEV)**;

2.1.14 **Your Vehicle** has less than the below mileage on the odometer at the **Start Date**;

(a) For policies with a one (1) year term – thirty thousand (30,000) miles; or

(b) For policies with a two (2) year term – sixty thousand (60,000) miles; or

(c) For policies with a three (3) year term – ninety thousand (90,000) miles;

2.1.15 **You** are not a motor trader, garage or associated

company that sells vehicles, the proprietor(s) of such motor trader or garage, or an employee or a direct relative of such proprietor(s).

2.2 Excluded Vehicles: Please note this **Warranty** excludes the following vehicles ("**Excluded Vehicles**") in all circumstances:

2.2.1 Any vehicle that has been previously written-off;

2.2.2 Any vehicle that is not a right-hand drive;

2.2.3 Hybrid vehicles, Internal Combustion Engine Vehicles, **Grey Imports**, commercial vehicles over 5 tonne, breakdown and recovery vehicles, delivery and courier vehicles, motorcycles, scooters, three wheeled vehicles, kit-cars, quad bikes, caravans or motor homes, trailers, boats, and vehicles capable of carrying more than eight (8) passengers;

2.2.4 Vehicles used for hire or reward (for example taxis, self-drive hire, driving schools, paid deliveries);

2.2.5 Vehicles used in any sort of rally, speed testing, 4x4 off-roading, racing or any kind of competition or trial or any purpose in connection with the motor trade;

2.2.6 Public service vehicles, including military, police or ambulance vehicles;

2.2.7 Any vehicle that has been **Modified** other than in accordance with the manufacturer's approved specifications either before or after the **Start Date**; and

2.2.8 Any vehicle insured on any type of motor trade insurance

policy.

2.3 Maximum mileage

2.3.1 If the mileage on **Your Vehicle's** odometer exceeds two hundred thousand (200,000) miles at any time during the **Duration**, then **You** will not be entitled to make any more **Repair Requests**.

2.3.2 Enhanced Warranties: In addition to section 2.3.1, if **Your Warranty** is an **Enhanced Warranty** then **You** will not be entitled to make any more **Repair Requests** where the mileage on **Your Vehicle's** odometer exceeds since the **Start Date**:

(a) For Warranties with a one (1) year term – thirty thousand (30,000) miles; or

(b) For Warranties with a two (2) year term – sixty thousand (60,000) miles.

2.3.3 Extended Warranties: In addition to section 2.3.1, if **Your Warranty** is an **Extended Warranty** then **You** will not be entitled to make any more **Repair Requests** where the mileage on **Your Vehicle's** odometer exceeds from **Start Date**:

(a) For Warranties with a one (1) year term – thirty thousand (30,000) miles;

(b) For Warranties with a two (2) year term – sixty thousand (60,000) miles; or

(c) For Warranties with a three (3) year term – ninety thousand (90,000) miles.

3. Definitions.

The following words will have the meanings described below wherever they appear in this **Warranty**:

Accelerated Battery Degradation means where the **Traction Battery State of Health** falls below the **Traction Battery State of Health Repair Threshold** during the term of this **Warranty**. **Failure** due to overheating is not regarded as an **Accelerated Battery Degradation**;

Administrator/They means GardX International Limited, Lake House, 2 Port Way, Port Solent, Hampshire, United Kingdom, PO6 4TY. Whenever **You** contact **Them** please quote the product number on **Your Schedule**;

Autodata means a motor industry trade body used by companies to validate motor manufacturer repair time guidelines;

Battery Electric Vehicle means an electric private passenger car. Hybrids are not included;

Consequential Damage means any costs, expenses, losses or liabilities directly or indirectly arising from any incident;

Covered Components means the **Traction Battery** and the **Powertrain** as referred to in section 1 and **Incidental Components**;

Defect means an imperfection or shortcoming in a **Traction Battery, Powertrain** or parts thereof which are either essential to the operation or safety of the **Traction Battery, Powertrain** or part or which are not in accordance with the manufacturer's specifications;

Diagnostics means the process involved with identifying and assessing problems that may negatively affect the normal operation of the **Vehicle**;

Duration means the term of **your Warranty** as stated in the **Schedule** commencing on the **Start Date**;

Enhanced Warranty means an EV Protection Product that is designated as an **Enhanced Warranty** in **Your Schedule**;

Excluded Components means all components of the **Vehicle** other than the **Covered Components**;

Excluded Vehicle has the meaning given to such term in section 2.2;

Extended Warranty means an EV Protection Product that is designated as an **Extended Warranty** in **Your Schedule**;

Failure means a **Mechanical or Electrical Breakdown** or **Accelerated Battery Degradation**;

Glass's Guide means a motor industry publication, which provides vehicle valuations;

Grey Import means new or used vehicles legally imported from another country through channels other than the manufacturer's official distribution system;

Incidental Components means minor items or sub-components of a **Covered Component** that are not particularised, but the existence and functionality of which is necessary and vital to the replacement or repair of a **Covered Component**;

Invoice Price means the net selling price of the **Vehicle** on the sales invoice, excluding any dealer fitted accessories. If the total valid repairs paid reach the **Invoice Price** of the **Vehicle**, this **Warranty** shall be deemed to have expired;

Manufacturer's Warranty means the original **warranty** issued by the manufacturer for the **Vehicle**;

Maximum Aggregate Benefit means the total amount payable under this **Warranty** which, in aggregate, is the **Invoice Price**;

Mechanical or Electrical Breakdown means sudden and unforeseen breaking, distortion, overheating or electrical burnout of any component of the **Traction Battery** or **Powertrain**, resulting in its immediate or partial stoppage of pre-programmed function and requiring repair and/ or replacement before normal working can resume. Damage caused by the effect of overheating is not regarded as a **Mechanical or Electrical Breakdown** under the terms of this **Warranty**;

Modified means a vehicle that has been altered before or after the **Start Date** of this **Warranty**, outside of the manufacturer's original or approved specification;

Network Labour Rate means the hourly labour rate **We** have negotiated with **Your Supplying Dealer** or the approved repairer. The **Network Labour Rate** at the time of any valid repair is the maximum labour rate **We** will pay for labour costs unless **We** agree a higher rate when the **Warranty** starts;

Powertrain means the following parts of the **Vehicle** namely the electric motor(s) associated with the **Traction Battery** and electric **powertrain**, battery management system, reduction gear, charger – box interconnection, EV controller, inverter, ACDC converter, regenerative braking system.

Powertrain Inspection means an inspection of the **Powertrain** undertaken in accordance with **Our** procedures by the **Supplying Dealer** or another motor vehicle dealer or repairer approved by **Us** on **Our** behalf;

Repair Request means the request by **You** for a repair as the result of a **Failure**;

Schedule means the document issued to **You** containing important information about **You**, **Your Vehicle** and the **Start Date**;

Start Date means the date this **Warranty** commences as shown on the **Schedule**;

Supplying Dealer means the GardX-approved dealership who sold **You** this **Warranty** with the **Vehicle**;

Territorial Limits means the United Kingdom. **Your Vehicle** is also covered in the European Economic Area (EEA), Isle of Man, Channel Islands and Switzerland, for no more than ninety (90) days per annum;

Traction Battery means the battery supplying motive power to **Your Vehicle**. For the avoidance of doubt this does not include the ancillary battery;

Traction Battery Diagnostic Test means a diagnostic check of the **Traction Battery** undertaken in accordance with **Our** procedures by the **Supplying Dealer** or another dealer or repairer approved by **Us** on **Our** behalf;

Traction Battery State of Health means the state of health of the **Traction Battery** as determined by **Us**;

Traction Battery State of Health Eligibility Minimum has the meaning in **Your** certificate;

Traction Battery State of Health Repair Threshold has the meaning in **Your Schedule** provided that if **Your Warranty** is an **Enhanced Warranty** and the **Manufacturer's Warranty** expires during the **Duration**, then the **Traction Battery State of Health Repair Threshold** shall automatically reduce to seventy (70) percent;

Vehicle means the **Vehicle** described in **Your Schedule**;

Warranty means this document, together with the **Schedule**. Please note this is not a service or maintenance policy; nor is it insurance;

Warranty Charge means the cost payable by **You** for this **Warranty** including any VAT or other taxes payable thereon, as shown in **Your Schedule**;

We/Us/Our means GardX International Limited, Lake House, 2 Port Way, Port Solent, Hampshire, United Kingdom, PO6 4TY. Whenever **You** contact them, please quote the product number on **Your Schedule**;

Wear and Tear means damage that naturally and inevitably occurs as a result of normal wear or ageing. **Wear and Tear** is a form of deterioration which can occur even when an item is used competently with care and proper maintenance, and is the gradual reduction in operating performance consistent with the age and mileage of the **Vehicle**;

You/Your/Yourself means the person named in **Your Schedule**.

4. Cover provided.

Your Warranty contributes to the costs of repair and/or replacement of **Covered Components**, (including labour costs), should **Your Vehicle** require repairs following a **Failure** subject to the conditions detailed within this **Warranty** and **Maximum Aggregate Benefit**.

Repair time contributions are up to the published **Autodata** repair times for independent garages or, if no such data exists, up to the manufacturer's published repair times.

If **Diagnostics** including the cost of any **Traction Battery**

Diagnostic Test are required to identify the fault with the **Vehicle** and if the part that has failed is a **Covered Component** under the terms of the **Warranty**, the cost of the **Diagnostics** will be included up to one (1) hour at the **Network Labour Rate**. Any **Diagnostics**, exploratory, investigative or dismantling costs will only be reimbursed if they are part of a valid **Repair Request**.

You will be responsible to cover any costs incurred that exceed the **Maximum Aggregate Benefit**, or for any additional work that **You** request to be carried out.

5. Exclusions.

5.1 Whilst this **Warranty** provides **You** with a high level of protection, there are certain components which this **Warranty** specifically does not protect. This includes, but is not limited to, the following:

5.1.1 All **Excluded Components**;

5.1.2 Software, firmware, or 'flash' updates for any component (unless required as part of an authorised repair under this **Warranty**).

Refer to section 6 for further exclusions.

6. General conditions.

The conditions of this **Warranty** are set out below.

6.1 Conditions: **We** will only authorise repairs under this **Warranty** if **You** agree to these conditions. Please take the time to read them.

6.1.2 **You** must give **Us** true and complete information and **You** must comply with **Our** reasonable requests;

6.1.3 **You** must follow the prescribed **repair request** procedure as explained in this **Warranty** or by **Us**;

6.1.4 **You** must inform **Us** if any of the details in **Your Schedule** are incorrect or need updating;

6.1.5 **You** must maintain **Your Vehicle** in an efficient and roadworthy condition;

6.1.6 **You** must authorise the repairer to dismantle **Your Vehicle** for exploratory or investigative purposes. **We** will only accept the cost of dismantling if this is part of an authorised repair under this **Warranty**;

6.1.7 **You** must ensure the **Vehicle** is serviced in accordance with the manufacturer's servicing schedule using manufacturer approved parts, or parts of equal quality. If the **Vehicle** does not have a full service history, at a minimum, **We** require the **Vehicle** to have been serviced by a VAT-registered garage within ninety (90) days prior to inception of the **Warranty** to the manufacturers specifications;

6.1.8 If **You** don't follow the manufacturer's service schedules or maintain the **Vehicle** as recommended by the manufacturer, this **Warranty** will not apply if the **Failure** was the result of **You** failing to follow the service or maintenance recommendations;

6.1.9 Servicing must be performed within 30 days or 1,000 miles of the due date, whichever occurs first, by a VAT registered garage or dealer;

6.1.10 **You** are responsible for understanding all of the **Vehicle** warning lights and symbols throughout the **Duration** of **Your Warranty** and taking any prudent action as a result;

6.1.11 It is important that **You** keep **Your** service receipts as **We** may need them to confirm any **Repair Request** **You** make. **We** recommend that **Your Vehicle** is serviced by **Your Supplying Dealer** although this is not a requirement;

6.1.12 **You** are entitled to a **Traction Battery Diagnostic Test** being carried out every 12 months during the **Duration** of **Your Warranty**.

6.2 Exclusions: The exclusions of this **Warranty** are set out below. **You** are not covered for the following:

6.2.1 Any **Excluded Components**;

6.2.2 **Failure** as a result of **Wear and Tear** commensurate with the **Vehicle** age/mileage, deterioration, progressive failure or ageing; This exclusion does not apply to **Accelerated Battery Degradation**;

6.2.3 **Failure** after the **Maximum Aggregate Benefit** has been reached;

6.2.4 **Failure** identified and reported after the **Vehicle** has exceeded two hundred thousand (200,000) miles;

6.2.5 **Failure** resulting from any cause other than normal use and operation of which the **Vehicle** was designed, as per the manufacturer guidelines;

6.2.6 Repairs, replacements or alterations **We** have not authorised. No repairs are to commence until the cost has been agreed by **Us**, and any repairs carried out without the prior agreement of costs and an authority number provided will not be paid;

6.2.7 The VAT content of any repair if **You** are VAT registered;

6.2.8 **Failure** attributable to previous improper or faulty repair, incorrect servicing, lack of routine maintenance or failure to have the **Vehicle** serviced in accordance with manufacturer's specifications;

6.2.9 Repair or replacement of **Covered Components** which have not suffered a **Failure**;

6.2.10 Any **Consequential Damage** to **Excluded Components** caused by **Failure** of a Covered Component;

6.2.11 **We** will only cover **Consequential Damage** to **Covered Components** caused by another Covered Component if it is caused by the **Failure** of such other Covered Component; or (b) if the manufacturer recommends that such other Covered Component be replaced at the same time as the failed Covered Component;

6.2.12 Any **Failure** where the **Vehicle** has not been maintained or kept in a roadworthy condition; where **Failure** is caused by negligence or deliberate act of **You** or someone else or as a result of the **Vehicle** having been used in a criminal act; **Failure** due to willful exposure to danger; **Failure** due any type of road accident or impact;

6.2.13 Any **Failure** where, at any point in the history of the **Vehicle**, the speedometer or odometer has been interfered with, altered or disconnected, or where the actual mileage of the **Vehicle** at the time of the **Repair Request** is unable to be verified;

6.2.14 Repairs to improve or upgrade the **Vehicle** or repairs or replacements which have been altered after the **Start Date** and that alteration has contributed to the failure or has failed itself;

6.2.15 Collection/onward delivery of the **Vehicle**;

6.2.16 **Failures** that occurred outside the **Duration**;

6.2.17 Routine servicing or maintenance or any parts which are replaced as part of normal servicing requirements.

6.2.18 **Failure** resulting from tuning, adjustments or the cleaning of any assemblies including the lubrication systems or the changing of any component at the intervals specified in the Service Book;

6.2.19 Accidental damage; **Failure** due to neglect, overheating overloading, fire, or flooding; or damage caused to any component by water ingress (including damage to **Covered Components**); corrosion; condensation; frost; salt; snow-affected roads, or embedding in mud or sand;

6.2.20 **Failure** of any Covered Component that is covered by an existing **Manufacturer's Warranty** or any extended warranty or any other third party warranty;

6.2.21 **Failure** as a result of continuing to drive the **Vehicle** once a fault becomes evident;

6.2.22 **Failure** of **Covered Components** which are or have been recalled by the **Vehicle** manufacturer (whether **You** have responded or not); failure of **Covered Components** that have inherent design defects, **Defects** or defects of material, electronic hardware and software, workmanship, design, plans or specifications prepared or given or that the manufacturer will repair at its expense;

6.2.23 **Failure** as a result of any accessory being fitted (unless the accessory is approved by the manufacturer for use on the **Vehicle** and fitted according to instructions provided by the manufacturer of the accessory);

6.2.24 **Failure** due to incorrect adjustment or misuse;

6.2.25 Any liability for death, bodily injury, damage to other property, loss of earnings, out of pocket expenses or any other loss caused directly or indirectly by the **Failure**; any liability caused directly or indirectly by war, riot, or any similar event; by vandalism, theft or attempted theft from the **Vehicle**; or by bad weather such as lightning, wind or flood;

6.2.26 **Failure** arising from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, terrorism, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;

6.2.27 **Failure** directly or indirectly caused by or contributed to or arising from ionising radiation contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component;

6.2.28 Any liability in respect of third parties; or

6.2.29 Any liability in respect of lost or corrupted data whether from cyber attack on the **Vehicle** or otherwise.

We shall not be deemed to provide cover and **We** shall not be liable to pay for any **Failure** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Repair Request** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions, or international laws or regulations binding **Us**.

7. Cancellation and cooling off period.

7.1 **We** trust that **You** will be happy with **Your Warranty**. However, **You** have the right to cancel it within fourteen (14) days of the **Start Date** of **Your Warranty** by contacting **Your Supplying Dealer** who will arrange a full refund of the **Warranty Charge**.

7.2 If **You** cancel after the first fourteen (14) days **You** are entitled to receive a pro rata refund of the **Warranty Charge** for the number of complete unexpired days remaining of **Your Warranty**, subject to a cancellation fee of £25. If **You** wish to

cancel **Your Warranty** please contact the **Administrator** on 0203 192 1425.

7.3 **We** will not refund any portion of the **Warranty Charge** if a **Repair Request** has been paid.

7.4 **We** may terminate **Your Warranty** due to the non-payment of the **Warranty Charge**. If **You** use threatening or abusive behavior or language, **We** have reasonable suspicion of fraud or if **You** have breached a material term of this Agreement.

8. Automatic termination.

8.1 **Your Warranty** will automatically terminate on the earliest date of when one of the following events happen:

8.1.1 **You** dispose of, or transfer ownership of **Your Vehicle** to another party, and **You** do not inform **Us**;

8.1.2 **You** dispose of, or transfer ownership of **Your Vehicle** to a garage, motor trader, auctioneers or similar commercial entity;

8.1.3 **Your Warranty** expires due to the **Duration** having been reached as per **Your Schedule**;

8.1.4 **You** cease to be resident or (if incorporated) registered in the United Kingdom;

8.1.5 The **Maximum Aggregate Benefit** has been reached;

8.1.6 The date on which **Your Vehicle** is subject to a total loss. Please refer to Section 7 Cancellation and Refund;

8.1.7 The **Vehicle** has exceeded two hundred thousand (200,000) miles on the odometer.

9. How to make a Repair Request.

If **You** wish to make a **Repair Request** under this **Warranty**, please contact **Us**:

By visiting **Your** personalised Customer Care Portal on <https://myaccount.gardxconnect.com> to register **Your** repair. Please note to log in to the portal you'll need **Your** surname, **vehicle** registration, and either **Your** email or mobile number as shown on **Your Schedule**. If these details are missing or incorrect, please email assureservices@gardxgroup.com

By email: requests@gardx.co.uk

By telephone: 0203 192 1425

Important: **You** must contact **Us** to register **Your repair request** prior to repair work commencing.

All **Repair Requests** must be notified within 30 days of a **Failure**.

You must comply with the **Repair Request** procedure as explained in this **Warranty** and by **Us**.

You agree to safeguard **Your Vehicle** in the event of any damage occurring to it.

9.1 In order to authorise a **Repair Request**, **We** will require:

9.1.1 **Your** personal and **Vehicle** details;

9.1.2 Full details of the reported **Failure**;

9.1.3 The date that the **Failure** was first noticed;

9.1.4 The **Vehicle** mileage;

9.1.5 Details of the **Covered Components** to be replaced including a full detailed estimate of parts and labour.

9.1.6 If **We** require a **Traction Battery Diagnostic Test**, **You** may be required to take the **Vehicle** to the **Supplying Dealer** or another motor **vehicle** dealer or repairer approved by **Us**. They will undertake the test on **Our** behalf at no cost to **You**. However, if **Your Repair Request** is found not to be a valid **Repair Request** then **You** may be charged by the repairer for the **Traction Battery Diagnostic Test**.

9.2 Upon receipt of the information requested in 9.1 **We** will review **Your Repair Request**.

If **We** require an engineer to inspect the **Vehicle** (at no cost to **You**) then **You** will need to make the **Vehicle** available for the engineer to do this.

If **Your Repair Request** is covered by this **Warranty** **We** will authorise **Your Repair Request** and the amount agreed. Only **We** are mandated to authorise or reject **repair requests**.

In the first instance, **We** will advise **You** to take **Your Vehicle** to **Your Supplying Dealer** who will handle the repair on **Your** behalf.

If **You** are unable to take **Your Vehicle** back to **Your Supplying Dealer**, **We** will advise **You** to take **Your Vehicle** to a VAT registered garage and provide them with **Your Warranty** and **Your Schedule**.

The repairer should make the invoice payable to GardX International Ltd and send the invoice to requests@gardx.co.uk.

Alternatively **You** may have to settle the invoice direct and claim the amount authorised by sending **Us** a copy of the invoice together with the repair approval number.

Maximum Aggregate Benefit

You are reminded that **You** will not be entitled to make any **Repair Requests** once our **Maximum Aggregate Benefit** has been reached.

Settlement by cash payment

In certain circumstances such as where (a) the cost of the repair would exceed the **Maximum Aggregate Benefit**; (b) the parts required are not available within ninety (90) days of the date of authorisation of the repair; or (c) it is not economical to repair the **Vehicle**, then **We** may settle **Your Repair Request** by cash payment. The amount **You** will receive will be determined by **Us** on the appropriate basis, which may be the **Maximum Aggregate Benefit**, the estimated cost of repair based on **Network Labour Rates** and manufacturer's list prices for parts, or otherwise.

Repairs Abroad

If a **Failure** happens outside of the United Kingdom, the following process applies:

The repair must be carried out in countries that are members of the European Union or EFTA (European Free Trade Association). **We** will not pay more than the equivalent UK rates of labour charges and manufacturer's parts list prices at the date of repair. **You** should authorise the repair work and contact **Us** for a refund when **You** return to the UK. **Our** liability is up to the **Maximum Aggregate Benefit** set out and detailed in **Your Schedule**. We will refund **You** in pounds sterling using www.xe.com at the rate of exchange that applies at the time of the repairs, once **We** receive the original repair invoice.

For **Failures** involving **Accelerated Battery Degradation** outside United Kingdom

For **Failures** involving **Accelerated Battery Degradation** outside the United Kingdom, the repairer will need to undertake a **Traction Battery Diagnostic Test** using an on-board diagnostic device to be delivered by international courier on behalf of **Us** to the repairer.

Payment

We cannot authorise to settle any amount until **We** have received the original repair invoice and the information set out in 9.1. These, together with the repair approval number, must be sent to **Us**. To make sure **You** receive the highest levels of service, telephone calls to **Us** are recorded.

If **Your repair request** is valid, **We** will pay for the **Diagnostics** costs subject to a maximum of 1 hour at the **Network Labour Rate** including VAT.

We reserve the right to provide replacement parts and to carry out repairs under this **Warranty**.

We reserve the right to inspect the **Vehicle** before authorising repairs and may also arrange for parts to be examined by a qualified engineer.

Recoveries / Repaired or repaired parts

We shall be entitled at our sole discretion to take over in **Your** name the legal rights and remedies against any person or entity to recover any amounts **We** have paid in relation to this **Warranty**. **We** shall be responsible for all costs incurred pursuing such recovery. **You** agree to co-operate fully with **Us** and give any assistance needed to help **Us** to recover some or all of the amounts paid under this **Warranty**.

This includes but is not limited to (to the extent necessary), transferring to **Us** the right to take action but only in relation to, and up to, the amount paid by **Us** under this **Warranty**.

At our discretion **We** shall be entitled to any parts that have been repaired or replaced under this **Warranty**.

10. Transferring your cover.

10.1 If **You** sell **Your Vehicle** within the **Duration** of the **Warranty**, **You** are able to transfer the unexpired portion of **Your Warranty** to the new owner of the **Vehicle**, provided that the **Vehicle** is sold privately and not through a garage, motor trader, auction or similar company.

10.2 The transfer will be subject to **Our** approval and a £25 administration fee. The fee will be returned in the event of nonacceptance.

Please check that all due services have been carried out as inadequate servicing may render this **Warranty** void.

10.3 **You** should notify **Us** by telephone on 0203 192 1425, or by email at requests@gardx.co.uk, within 30 days of the transfer.

10.4 **Your Warranty** is not transferable if a repair has occurred.

11. What to do if you have a complaint.

We always aim to provide a first-class standard of service. However, if **You** are dissatisfied **You** should in the first instance contact **Us** at

Address: Customer Satisfaction, GardX International Ltd, Lake House, 2 Port Way, Port Solent, Hampshire, United Kingdom, PO6 4TY.

Email: customersupport@gardx.co.uk

Telephone: 0203 192 1425

We will acknowledge **Your** complaint and investigate it as quickly as possible. **We** aim to resolve all complaints within 8 weeks.

None of the above affects any right to legal action.

12. Data protection.

We are the Data Controller for the data **You** provide to **Us**. **We** need to use **Your** data in order to arrange **Your Warranty**. **You** are obliged to provide information without which **We** will be unable to provide a service to **You**. Any personal information provided by **You** may be held **Us** in relation to **Your Warranty**. It may be used by **Our** relevant staff in making a decision concerning **Your Warranty** and for the purpose of servicing **Your Warranty** and administering repair requests.

Information may be passed to case handlers, authorised repairers, assessors, **Our** insurers and their claims handlers, providers of Diagnostic checks (including **Traction Battery Diagnostic Tests**) or other service providers for these purposes. **We** may check **Your** details with fraud prevention agencies. If **You** provide false or inaccurate information and **We** suspect fraud, **We** will record this.

We and other organisations may use these records to:

- Help make decisions on product proposals and repair requests, for **You** and members of **Your** household
- Trace debtors, recover debt, prevent fraud, and manage **Your Warranty**
- Check **Your** identity to prevent money laundering, unless **You** furnish **Us** with satisfactory proof of identity.

We process all data in the European Economic Area (EEA) but where **We** need to disclose data to parties outside the European Economic Area (EEA), **We** will take reasonable steps to ensure the privacy of **Your** data. In order to protect **Our** legal position, **We** will retain **Your** data for a minimum of 7 years. **We** have a Data Protection regime in place to oversee the effective and secure processing of **Your** data. Under EU GDPR and the UK GDPR legislation, **You** can ask **Us** for a copy of the data **We** hold, have it corrected, sent to a third party or deleted (subject to **Our** need to hold data for legal reasons). **We** will not make **Your** personal details available to any companies to use for their own marketing purposes.

If **You** wish to complain about how **We** have handled **Your** data, **You** can contact **Us** and **We** will investigate the matter.

If **You** require more information or have any questions concerning the use of **Your** personal data, please contact **Us**:

Address: The Data Protection Officer, GardX International Limited, Lake House, 2 Port Way, Port Solent, Hampshire, United Kingdom, PO6 4TY.

Email: dataprotectionofficer@gardx.co.uk

If **You** are not satisfied with **Our** response or believe **We** are processing **Your** data incorrectly **You** can complain to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.

13. Legal, regulatory, and other.

13.1 Language Applicable to Contract

This contract, all accompanying documents, and all communication about it will be in English.

13.2 Governing Law

Unless **You** and **We** both agree otherwise, the law which applies to this **Warranty** is the law applicable to England and Wales. Any legal proceedings between **You** and **Us** in connection with this contract will take place in the courts of England and Wales.

13.3 Contracts (Rights of Third Parties) Act 1999

This **Warranty** is a legally binding contract between **You** and **Us** and does not give, or intend to give, rights to anyone else. Only **You** or **We** can enforce the terms of this contract.

13.4 Sanctions

We will not provide any benefit under this contract if doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

13.5 Fraudulent **Repair Requests** or Misleading Information

We take a robust approach to fraud prevention. If any repair request under this **Warranty** is fraudulent or intended to mislead, or if any misleading or fraudulent means are used by **You** or anyone acting on **Your** behalf to obtain benefit under this **Warranty**, **Your** right to any benefit under this **Warranty** will end, **Your Warranty** will be cancelled and **We** will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading repair request. **We** may also inform the police.

13.6 Equality Act 2010

In line with the Equality Act 2010, this **Warranty** is available in large print upon request.

13.7 Statutory Rights

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