

cinch 90 Day Warranty Terms and Conditions

This document set out the terms and conditions which apply to the cinch 90 Day Warranty which we provide to you at no cost when you purchase a Car from us. When you purchase a Car from us we are under a legal duty to supply a Car which complies with our Car Purchase Terms and Conditions and your legal rights in relation to faulty goods. You have various legal rights and remedies which are available to you as a consumer if we do not do this. None of these legal rights or remedies are affected by the terms and conditions set out in this document and the exclusions set out below do not apply to these legal rights or remedies. For more information about your rights and remedies please visit the Citizens Advice website www.citizensadvice.org.uk.

Helpful contact information:

Before we get into the legal part, these contact details are useful to have directly to hand:

Submitting a new claim for a repair or to advise of an issue with your Car	0333 0154 101 and press the option relating to warranty repairs
Requesting breakdown assistance	0333 070 2610
Email contact	warranty@cinch.co.uk

If you require a copy of this document (or any other information relating to the cinch 90 Day Warranty) in a different format – please contact us on the above email address and we will do our best to help.

We're removing the faff from changing and managing vehicles, and we also want to make our legal documents a cinch for anyone to understand. If you have any doubts or suggestions regarding anything in this document, please contact us and we'll do our best to help.

IMPORTANT NOTICE: You must contact us prior to proceeding with any repairs to your Car where you intend to use the cinch 90 Day Warranty to pay for those repairs.

1. These terms

- 1.1 In these terms and conditions (**Warranty Terms**) reference to “you” or “your” is a reference to the legal owner or registered keeper who purchased a car from cinch (**Car**). Reference to “us”, “we” or “our” means cinch.
- 1.2 These Warranty Terms apply when you accept the cinch 90 day warranty (**Warranty**) when you buy a Car.
- 1.3 These Warranty Terms may change from time to time so make sure you check these Warranty Terms each time you buy a Car from cinch. The Warranty Terms that apply to your Car will be the Warranty Terms in place at the date of your purchase.
- 1.4 Please make sure you read these Warranty Terms carefully. If you have any questions please contact us on the details above. We suggest that you also keep a copy of these Warranty Terms for future reference. These Warranty Terms will explain:

- 1.4.1 the benefits provided by the Warranty;
- 1.4.2 any limits and exclusions that apply;
- 1.4.3 your responsibilities;
- 1.4.4 what to do if you have an issue with your Car – when and how you can claim through the Warranty and when you cannot submit a claim; and
- 1.4.5 how you can cancel the Warranty with us (please refer to section 9 below).

1.5 Whilst cinch is an appointed representative of ITC Compliance Limited which is authorised and regulated by the Financial Conduct Authority (**FCA**) (registration number 313486), the Warranty is not an insurance product and is not regulated by the FCA. It is a retailer warranty to provide you with inspections, repairs and assistance as detailed in these Warranty Terms.

2. Who are we?

2.1 We are Cinch Cars Limited a company registered in England and Wales (company number 11520330). Our registered office is at Form 2, 18 Bartley Wood Business Park, Bartley Way, Hook, Hampshire RG27 9XA. Our registered VAT number is 360909784. We are the provider of the Warranty.

2.2 We may subcontract in part, or fully outsource, the administration and handling of claims under the Warranty to a third party at any time without asking for your consent, provided that your rights under the Warranty will not be negatively affected by the subcontracting or outsourcing. We have appointed Green Light CX Limited whose registered office address is at 38 Lumley Road, Horley, England, RH6 7JL (company registered number: 13531172) to assist us with the administration and handling of claims under this Warranty (the **Administrator**). We will contact you in writing prior to changing this Administrator to advise you of the new service provider and you may cancel at any time at no cost if you are not satisfied with this change.

3. The agreement between you and us for the Warranty

3.1 The Warranty we supply to you is based on the information you provided to cinch when you placed your order with us to buy your Car.

3.2 These Warranty Terms govern the Warranty (**Warranty Agreement**) and you must comply with the Warranty Terms to make a claim under the Warranty. You may cancel the Warranty Agreement at any time and at no cost (see section 9 for more information).

3.3 The Warranty Agreement starts on the date your Car is delivered to you by us, or collected by you from us, (as applicable) and automatically ends after ninety (90) calendar days, unless:

- 3.3.1 you break the terms of this Warranty Agreement;
- 3.3.2 you sell or transfer title in the Car to another person, or
- 3.3.3 you purchase cinchCare.

If you do any of the things set out above, the Warranty Agreement will end on the date the event in section 3.3.1, 3.3.2 or 3.3.3 occurs (as applicable). In this Warranty Agreement, the period from the start of the Warranty Agreement until it ends is called the **Period of Cover**. For the avoidance of doubt, the day of delivery or collection (as applicable) is included when calculating the Period of Cover.

3.4 The Warranty is provided at no additional cost to you when you purchase a Car from us.

4. Your Car

4.1 To be eligible to make a claim under the Warranty, your Car must not:

4.1.1 have been modified in any way after the date it was delivered to you by us, or collected by you from us, as applicable (for more information on delivery or collection please read the Car Purchase Terms and Conditions available at <https://www.cinch.co.uk/policies/terms-and-conditions>); or

4.1.2 have been used (at any time):

- (a) as a police, fire, military or emergency vehicle or in any other public service;
- (b) as a licensed hackney carriage/taxi or private hire vehicle (or otherwise for hire or reward);
- (c) for the purpose of teaching an individual to drive (otherwise than in a personal capacity) or otherwise driven under professional instruction;
- (d) for events or sporting activities including competitions, racing, rally driving, track days or any equivalent use (including practising for such events and activities);
- (e) as a commercial vehicle or otherwise for commercial use; or
- (f) in speed or duration tests.

4.2 If you have used the Car for any of the purposes above, unfortunately you won't be able to claim under the Warranty.

5. The scope of the Warranty – what is included and what is excluded:

Before we get into the detail, broadly speaking your Warranty Agreement covers:

- Repairs to mechanical and electrical defects in your Car;
- Breakdown assistance where the breakdown results from a mechanical or electrical defect in the Car; and
- Additional help (as set out below).

These are described in more detail below. **Please note, in particular, the Exclusions in the 4th column of the table.**

	What is included:	What does this mean for you?	Exclusions – what is not covered by the Warranty	How to make a claim				
5.1	<p>Repair of your Car</p>	<p>Please note: Your Car will have been inspected prior to being advertised for sale as set out in our Quality Checks page (which you can read here: https://www.cinch.co.uk/car-inspection). More information on this can be found in the Car Purchase Terms and Conditions (which you can read here: https://www.cinch.co.uk/policies/terms-and-conditions).</p> <p>After you purchase your Car, if your Car (or a part of your Car) does not perform as it should do during the Period of Cover as a result of a mechanical or electrical defect in the Car or a covered part, your Warranty will cover labour costs and the cost of replacement parts for mechanical or electrical repairs.</p> <p>The amount covered by your Warranty will be up to the Purchase Price of your Car (the Maximum Repair Limit). The Purchase Price of your Car is the price stated when you placed your order on cinch and includes VAT. This is the market value of your Car and is not reduced by any contribution we have made to any finance deposit for the Car.</p> <p>The Warranty will apply unless an Exclusion applies (as set out in the next column of this table) or if you have not complied with your obligations in these Warranty Terms.</p> <p>Subject to the limits and exclusions set out in these Warranty Terms, the following components of your Car are also covered by the Warranty:</p>	<p>cinch is not liable under the Warranty to repair any component of your Car which is not working due to:</p> <ul style="list-style-type: none"> wear and tear or gradual deterioration of your Car due to its age, usage or mileage (such as gradual loss of engine compression necessitating valve repair); or misuse, accidental damage or carelessness (except if caused by cinch). <p>cinch is not responsible under this Warranty Agreement to pay the cost of repair of any of the following components of your Car:</p> <table border="1" data-bbox="1043 604 1803 1423"> <thead> <tr> <th data-bbox="1043 604 1256 681">Part/Commodity</th> <th data-bbox="1256 604 1803 681">What is excluded?</th> </tr> </thead> <tbody> <tr> <td data-bbox="1043 681 1256 1423">Body</td> <td data-bbox="1256 681 1803 1423"> <p>Repair to, or replacement of, any of the following parts of your Car are excluded:</p> <ul style="list-style-type: none"> bodywork; interior and exterior trim; bright work; paint; glass (including front and rear heated screens and their components); weather-strips; seals; gaskets; sheet metal; sunroof (and guides); seats (including all internal electrical and mechanical components); carpets; wiper blades, arms and washer jets; wheels and tyres; wheel adjustments: alignment, balancing and/or tracking; and/or </td> </tr> </tbody> </table>	Part/Commodity	What is excluded?	Body	<p>Repair to, or replacement of, any of the following parts of your Car are excluded:</p> <ul style="list-style-type: none"> bodywork; interior and exterior trim; bright work; paint; glass (including front and rear heated screens and their components); weather-strips; seals; gaskets; sheet metal; sunroof (and guides); seats (including all internal electrical and mechanical components); carpets; wiper blades, arms and washer jets; wheels and tyres; wheel adjustments: alignment, balancing and/or tracking; and/or 	<p>If your Car (or a part) fails to work as it should during the Period of Cover do not continue to drive your Car. Continued use of your Car after you discover a problem may make the damage worse and cause additional repairs that cinch may not be responsible for under this Warranty Agreement. Instead, please call our customer service team on 0333 0154 101 and select the appropriate option for warranty repairs. This will re-direct you to our Administrator.</p> <p>It is a condition of this Warranty Agreement that you report any failure of your Car to properly function to us <u>within 7 (seven) days of you noticing the problem</u>. If you do not report a failure to us then this may affect the benefits you receive under this Warranty Agreement.</p> <p>You will need to provide our Administrator with the</p>
Part/Commodity	What is excluded?							
Body	<p>Repair to, or replacement of, any of the following parts of your Car are excluded:</p> <ul style="list-style-type: none"> bodywork; interior and exterior trim; bright work; paint; glass (including front and rear heated screens and their components); weather-strips; seals; gaskets; sheet metal; sunroof (and guides); seats (including all internal electrical and mechanical components); carpets; wiper blades, arms and washer jets; wheels and tyres; wheel adjustments: alignment, balancing and/or tracking; and/or 							

		<p>Parts and liquids (lubricants, anti-freeze and fluids)</p>	<p>What is covered?</p>		<ul style="list-style-type: none"> oil leaks. 	<p>following information in order to process your claim:</p> <ol style="list-style-type: none"> your Car registration number; your name (as owner of the Car and holder of the Warranty); your policy number (if known); the current mileage of the Car; a description of the problem (to the extent you're aware); a contact number on which you can be contacted; and any other information reasonably requested by Our Administrator that they need to know in order to provide you with the benefits under this Warranty. <p>Our Administrator will discuss next steps with you dependent on the nature of your problem.</p> <p>Where relevant to your claim, our Administrator may ask you to provide details of the service history of your Car from the date your Car was delivered to you by us, or</p>
		Casing	The cylinder block, gearbox, transfer box, differentials and axle of your Car will be covered where they have been damaged by a component of your Car which is covered by the Warranty.	Internal components	<p>Repair to, or replacement of, any of the following parts of your Car are excluded:</p> <ul style="list-style-type: none"> exhaust system (such as when the exhaust fails MOT requirements due to high emissions); auxiliary drive belts; brackets mountings; tappings; supports; fixing and fastening devices; fuel tank; fuel lines; rubber hoses; metal or plastic pipes and unions; core plugs; air bags; brushes; and/or any decoke mechanism. 	
		Factory fitted in-Car multimedia/ Entertainment	This is covered up to a maximum of £250 per claim. This cap is inclusive of VAT.	Convertible Cars	Repair of the roof (including any pumps, motor mechanisms and retractable panels) is excluded .	
		Key fobs – for remote unlocking of the vehicle	This is covered up to a maximum of £250 per claim. This cap is inclusive of VAT.	Commodities	Replacement of oils, filters and anti-freeze are excluded (unless required as a direct result of a Primary Repair – as defined in the previous column).	
		Replacement of: <ul style="list-style-type: none"> drive belts; filters; lubricants; anti-freeze; and fluids. 	These items are covered where another part of your Car (that is covered by this Warranty) is not working properly and one of these items needs to be repaired or replaced because of that other part not working.	Clutch	<p>Repair of your clutch is excluded where repair is needed due to:</p> <ul style="list-style-type: none"> the clutch reaching the end of its normal working life (assessed 	
		Replacement of seat belts.				

		Replacement of, or repair to, handles and hinges.			considering the age, usage and mileage of your Car); or <ul style="list-style-type: none"> the clutch being burnt out. 	collected by you from us (as applicable). Please see section 6 below for more information on the claims process.
Replacement of, or repair to, 12v batteries.	A 12v battery is used in your Car to power electrical systems and accessories that run on a low voltage such as alarms, lights and central locking.	Brakes	Repair or replacement of brake discs, drums, pads, linings, shoes, hoses and lines are excluded .			
Hybrid/electric car batteries. Where the hybrid/electric car battery is covered by these Warranty Terms, we will provide a repair or overhaul of the drive battery pack. If the battery pack cannot be repaired or overhauled, we will provide a replacement battery.	A hybrid/electric car battery that has completely failed to hold any voltage/charge is covered provided that on the date you submit a request for its repair during the Period of Cover: <ul style="list-style-type: none"> the battery is less than 10 years old from the date of its first registration; and your Car has less than 100,000 miles on the odometer. This is the EV Criteria for Cover .	Contaminated fuel	Work to clear fuel lines, filters, carburettors, pumps and/or nozzles following the incorrect fuel being inserted into your Car are excluded .			
If a part of your Car that is covered by this Warranty (Primary Repair) damages another part of your Car		Electrical components	Repair or replacement of the following electrical components are excluded : <ul style="list-style-type: none"> bulbs; LED lights; high intensity discharge lamps and other lamps; lenses; petrol/diesel car batteries (except 12v batteries used to power electrical systems and accessories that run on a low voltage); hybrid/electric car batteries that are outside of the EV Criteria for Cover (listed in the previous column); hybrid/electric car batteries that are inside of the EV Criteria for Cover (listed in the previous column) and are holding voltage/charge but have a range degradation or reduction in drive battery capacity; fuses; wiring harnesses; wiring terminals; 			

(Secondary Repair), cinch will only repair or replace (as appropriate) the Secondary Repair if it is also covered by the Warranty and is not purely cosmetic damage.

If the Secondary Repair is not covered by the Warranty in its own right or the Secondary Repair is cosmetic damage only, cinch will not be responsible for the cost of fixing the repair/damage.

We have a network of third party repairers who are authorised to carry out repair work for us (each an **Authorised Repairer**). We will only be liable to fund the cost of repairs and/or replacement parts to your Car where the repairs are carried out and/or parts fitted by an Authorised Repairer.

Prior to any repair, or fitting of a replacement part, we may appoint an independent engineer to inspect your Car.

If this inspection determines, or the Authorised Repairer decides, that the cost of the repair and/or parts (together with labour charges) is the same as, or more than, the market value of your Car minus the value of salvage (based on values at the date of inspection), then we may (at our discretion) offer a financial settlement to your claim (as an alternative to carrying the repair or replacement part). This is commonly known as “uneconomical to repair”. More information on this can be found in section 8.2 below.

If the part that is needed to repair your Car is no longer available, we may (at our discretion) pay to you a financial settlement to your claim (as an

- disturbed electrical connections;
- car telephones; and/or
- satellite navigation systems.

Key fobs – for remote unlocking of the vehicle

There is no cover under this Warranty Agreement in respect of loss of a key fob.

Any part of your Car that is:

- subject to servicing and routine maintenance requirements dictated by the Car manufacturer; or
 - periodically repaired or changed,
- are excluded** from this Warranty Agreement. An example of this exclusion would be replacement of plugs, glow plugs, electric leads and/or filters.

Any part of your Car that was not part of the original manufacturer specification for the Car (including added accessories or items) **is excluded** from this Warranty Agreement. An example of this exclusion would be parts which you or a previous owner have chosen to add to the Car.

Where your Car fails due to carbonisation (carbon build up), any resultant damage requiring repair **will not be covered** by this Warranty Agreement. This means the following **are excluded**:

- repair or replacement of the variable nozzle turbine, wastegate actuator or another part of the turbo (unless your Car is under 10 years old from date of first registration at the DVLA and has less than 100,000 miles on its odometer); and
- repair of foreign object damage linked to a turbo repair.

The cost of the following repair services/parts **are not covered** by this Warranty Agreement:

- re-charging of your air conditioning system;
- upgrading or re-flashing your electronic control unit;

		<p>alternative to carrying out the repair or replacement part).</p>	<ul style="list-style-type: none"> • secondary repairs consequent to an authorised repair where the component itself has not failed to function (such as replacing a timing belt as part of another job); • secondary repairs where the object of the repair is not, in itself, covered by this Warranty Agreement; and/or • reversing/repairing damage caused by: <ul style="list-style-type: none"> • water; • a foreign object; • corrosion; • seizure; and/or • your Car being involved in a road traffic collision, fire, theft, subject to vandalism, or any other event that would be covered by a comprehensive motor insurance policy from a reputable insurance provider (each an Excluded Event). 	
<p>5.2</p>	<p>Breakdown assistance</p>	<p>Where your car suffers a mechanical or electrical breakdown which is not the result of driver error or an Excluded Event (as defined in section 5.1 above (column 3)), breakdown assistance will be provided during the Period of Cover by a reputable national breakdown specialist or its subcontractor as chosen by cinch (Breakdown Agent). cinch may change the identity of the Breakdown Agent from time to time provided that this will not reduce the benefits of the breakdown assistance. We will notify you in writing if we do change the Breakdown Agent.</p> <p>The breakdown assistance described in this section 5.2 applies only if your Car is registered in the United Kingdom.</p> <p>The driver of your Car at the point of breakdown must be present with your Car in order for our Breakdown Agent to assess, and/or carry out repairs to, your Car.</p>	<p>cinch does not provide breakdown cover under this Warranty where your Car breaks down outside of the United Kingdom.</p> <p>Neither Roadside assistance nor Home assistance extends to assistance, inspection, or repair after your Car is involved in an Excluded Event (as defined in section 5.1 above (column 3)).</p> <p>Neither Roadside assistance nor Home assistance extends to responding to punctures which arise from an external cause.</p> <p>The Breakdown Agent will not tow or transport any Car which is loaded beyond a legal limit (determined by the Breakdown Agent applying its expertise).</p> <p>If any tyre or wheel on your Car has been removed, or the Breakdown Agent cannot organise for:</p> <ul style="list-style-type: none"> • repairs to your Car; or • your Car to be towed; <p>due to a legal restriction, then the Breakdown Agent will provide reasonable assistance to help you move your Car but the costs</p>	<p>If your Car experiences a breakdown during the Period of Cover, please call our Breakdown Agent on 0333 070 2610.</p> <p>The Breakdown Agent will need the following information in order to process the claim:</p> <ol style="list-style-type: none"> 1. the Car registration number; 2. the name of the owner of the Car (and holder of the Warranty); 3. the policy number of the Warranty (if to hand); 4. the location of the Car (in as much detail as possible);

			<p>incurred by the Breakdown Agent to provide this assistance will not be recoverable under this Warranty and you will be responsible for them.</p>	<p>5. a description of the problem (to the extent it is known);</p> <p>6. a contact number on which the driver can be contacted while with the Car; and</p> <p>7. any other information relating to your vehicle breakdown that our Breakdown Agent needs to know in order to provide you with breakdown assistance.</p>
<p>5.2.1</p>	<p>Roadside assistance</p>	<p>Your Car is only covered for roadside breakdown assistance under this Warranty where it is in the United Kingdom at the time of the breakdown.</p> <p>In the event your Car breaks down in the United Kingdom on a public highway, or road which permits public access, we will arrange for its Breakdown Agent to attend your location and attempt to repair your Car at the roadside so that you're able to continue your journey.</p> <p>Roadside assistance includes the cost of labour of the Breakdown Agent at the location of the breakdown.</p> <p>In the event the Breakdown Agent is unable to repair your Car at the roadside, or the Breakdown Agent considers it is not appropriate to carry out repairs at the roadside, the Breakdown Agent will arrange for your Car (and up to a maximum of 8 passengers) to be driven to either:</p> <ul style="list-style-type: none"> • a destination you choose (provided such destination is not more than ten (10) miles from the location of the breakdown); or • a nearby garage (where you don't have a preferred destination). <p>Should you wish for your Car to be taken to another location (outside of the above list) the Breakdown Agent will act reasonably to try and meet your request, provided you agree (in advance) to meet</p>	<p>Neither Roadside assistance nor Home assistance extends to assistance, inspection, or repair after your Car is involved in an Excluded Event (as defined in section 5.1 above (column 3)).</p> <p>Neither Roadside assistance nor Home assistance extends to responding to punctures which arise from an external cause.</p> <p>The following services are not covered as part of Roadside assistance or Home assistance:</p> <ul style="list-style-type: none"> • routine servicing of your Car; • the cost of parts, fuel and consumables; • replacement tyres; • replacement windows; • replacement or repair of missing or broken keys; • the following transport charges and levies (or equivalent) – ferry crossings, fuel and/or congestion charges; • rectifying damage caused by contaminated fuel; • charges for storing your Car (before, during and after assistance from the Breakdown Agent); and/or • onward transportation of animals. <p>In addition, Home assistance does not cover assessing or remedying any repairs to your Car that you have made yourself or you have authorised a third person to make/attempt on your behalf.</p>	<p>The Breakdown Agent will provide you with an estimated time of arrival.</p>

		<p>the cost of your Car being towed to that location (without any deductions).</p>	<p>The Breakdown Agent may offer (at its discretion) the following services however these will not be covered by your Warranty and you will be liable for the cost of these additional services:</p>	
<p>5.2.2</p>	<p>Home assistance</p>	<p>Your Car is only covered for home breakdown assistance under this Warranty where your home is in the United Kingdom.</p> <p>Home assistance applies where your Car breaks down:</p> <ol style="list-style-type: none"> 1. at home; or 2. at the location you usually store your Car when at home; or 3. within one quarter of a mile of 1 or 2 above. <p>Any of these three options will be a breakdown at “home” within these Warranty Terms.</p> <p>In the event your Car breaks down at home, cinch will arrange for its Breakdown Agent to attend your home and attempt to repair your Car.</p> <p>Home assistance includes the cost of labour of the Breakdown Agent at your home.</p> <p>In the event the Breakdown Agent is unable to repair your Car at home, or the Breakdown Agent considers it is not appropriate to carry out repairs at your home, the Breakdown Agent will arrange for your Car (and up to a maximum of 8 passengers) to be driven to either:</p> <ul style="list-style-type: none"> • a destination you chose (provided such destination is not more than ten (10) miles from your home); or • a nearby garage (where you don’t have a preference). 	<ul style="list-style-type: none"> • Where your Car has been filled with contaminated fuel, our Breakdown Agent may organise for your Car to be taken to a local garage. You will need to arrange for the garage to drain the fuel, carry out any repairs and re-fuel the Car (at your cost); • Where your Car has been involved in an Excluded Event (you can find the meaning of this term in section 5.1 above, column 3) our Breakdown Agent can provide you with assistance (at your cost). You should check the terms of your motor insurance policy to see if you can recover these charges through your insurer; and/or • Your Breakdown Agent may provide onward transportation for any animals (at your cost and risk). Our Breakdown Agent will not insure any animal in transit. <p>The Breakdown Agent will notify you of the cost of these additional services.</p>	

		Should you wish for your Car to be taken to another location (outside of the above list) the Breakdown Agent will act reasonably to try and meet your request, provided you agree (in advance) to meet the cost of your Car being towed to that location (without any deductions).	
5.2.3	Car recovery	Where the Breakdown Agent is unable to repair your Car at the location of its breakdown and the Breakdown Agent cannot arrange for the Car to be repaired at a garage local to the breakdown site within a reasonable period of time (determined by the Breakdown Agent), the Breakdown Agent will arrange for your Car (and up to 8 passengers) to be taken to your home or another preferred address in the United Kingdom. Two vehicles may be required for this. Any child passengers (under the age of 16) must be accompanied by an adult passenger (not including the Breakdown Agent).	<p>Car recovery cannot be used to avoid repair costs. You acknowledge and agree that cinch will arrange for repair to your Car in preference to recovery of your Car where it is appropriate to do so (determined by cinch).</p> <p>Where: (i) your Car has been provided with a temporary repair by our Breakdown Agent; (ii) you are responsible for organising for a permanent repair to your Car; (iii) you have failed to organise a permanent repair within the timeframe recommended by the Breakdown Agent; and (iv) your Car subsequently breaks down, you cannot request Car recovery in line with this Warranty. In these circumstances you will be responsible for the additional repair and movement of your Car.</p>
5.3	Additional help		
5.3.1	Car hire	<p>Where cinch has authorised a repair of your Car under the Warranty and either the:</p> <ol style="list-style-type: none"> 1. estimated duration of labour needed to complete the repair is in excess of eight (8) hours; or 2. parts required to complete the repair will take longer than 48 hours to arrive with the selected Authorised Repairer, <p>then your Warranty will cover the provision of a hire car whilst your Car is with the Authorised Repairer for repair as set out in this section 5.3.1. The cost of insuring the hire vehicle during the period of hire will be covered by cinch.</p> 	<p>cinch will not be liable for the cost of car hire:</p> <ul style="list-style-type: none"> • for the first twenty-four (24) hours of hire; • for any day you retain the hire car after you have been notified that the repairs to your Car have been completed and it is ready for collection. <p>You will be responsible for these hire costs.</p> <p>The Warranty does not cover the cost of fuel, lubricants, anti-freeze, filters, fluids or other such commodities for the hire vehicle. You will be responsible for these costs.</p>

		<p>cinch will organise a hire vehicle for you using its network of vehicle hire rental companies.</p> <p>Under this Warranty cinch will bear the costs of a hire vehicle:</p> <ul style="list-style-type: none"> • for a maximum of seven (7) days from (and including) the date the repair was first authorised by cinch; • to a maximum cost of sixty (£60) per day. This includes any VAT that may be added to the vehicle hire cost; and • provided the repairs to your Car authorised by cinch together with the cost of hire does not exceed the Maximum Repair Limit. <p>If your repair is completed within seven (7) days from (and including) the date the repair was first authorised by cinch then the Warranty will only cover the number of days the Authorised Repairer was undertaking repairs on your Car. You will be expected to promptly collect your Car (and return your hire vehicle) as soon as the repair work is completed.</p>		
5.3.2	Overnight stay or onward travel	<p>Where:</p> <ol style="list-style-type: none"> 1. cinch has authorised a repair of your Car under the Warranty; 2. the estimated duration of labour needed to complete the repair is in excess of eight (8) hours or the parts required to complete the repair will take longer than 48 hours to arrive with the selected Authorised Repairer; 3. you do not wish to hire a car under section 5.3.1; and 	<p>The Warranty does not cover subsistence costs for you and your passengers such as food and drinks. You will be responsible for incurring these costs.</p>	

4. you are more than 50 miles from your home address at the time of breakdown, then your Warranty will cover the cost of overnight accommodation or onward travel.

Under this Warranty cinch will bear the cost of:

- accommodation for one night for you and your passengers to maximum cost of £300 (including VAT) in total for you and your passengers; or
- public transport for you and up to four passengers up to a maximum cost of £300 (including VAT) for you and those passengers (where you do not wish to stay overnight).

Reimbursement of overnight accommodation and reimbursement of public transport costs are alternative benefits under this Warranty. You cannot claim for both.

You may choose your overnight accommodation or preferred mode of transport (as applicable), but in order to recover the cost of this from cinch under this Warranty the following conditions apply:

1. the proprietor of the hotel, guest house, rental (or equivalent) or transport provider (as applicable) must be VAT registered;
2. cinch must authorise the booking before it is made; and
3. you must keep a copy of all receipts or invoices that relate to overnight accommodation charges or transportation charges you wish to claim under this Warranty and provide those to cinch when requested.

<p>5.3.3 European assistance</p>	<p>The following benefits under the Warranty Agreement apply while your Car is being used abroad in the territory of the European Union or a country that is a member of the European Free Trade Association (Europe):</p> <ul style="list-style-type: none"> • Repair of your Car under section 5.1; • Car hire under section 5.3.1; and • Overnight stay or onward travel under section 5.3.2. <p>The following countries are included when we refer to Europe: Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland.</p> <p>European assistance only applies where, during the Period of Cover, your Car is abroad in a country in Europe for a period less than 30 days in any single trip.</p>	<p>European assistance does not apply where your Car is located in a territory experiencing war, terrorism or civil disruption during the Period of Cover and which means we are unable to provide the benefits to you or the cost of providing the benefits increases significantly.</p> <p>For the avoidance of doubt, this Warranty Agreement does not cover breakdown assistance outside of the United Kingdom.</p> <p>The exclusions in these Warranty Terms that apply to repair, car hire, overnight stay or onward travel for services within the United Kingdom apply in the same terms to equivalent services provided in Europe.</p> <p>Where your claim is approved, the cost of services and parts in Europe will be covered by cinch to the equivalent rate for labour and parts (by manufacturer list price) in the United Kingdom. You will be responsible for any costs that exceed the equivalent United Kingdom rate/charge (as applicable).</p>	<p>To claim for European assistance you must take your Car to a nearby garage and explain that you have the benefit of a Warranty through cinch. You must ask the garage to contact us prior to carrying out any diagnostics or repair work on your Car to confirm you are indeed covered by the Warranty.</p> <p>The garage should call our customer service team on 0333 0154 101 and select the appropriate option for warranty repairs. This will redirect the garage to our Administrator who can discuss the problem with your Car with the garage and provide the garage with further instructions.</p> <p>If you are covered by the Warranty, cinch will authorise the garage to conduct diagnostics work and request the garage return the output of the diagnostics to cinch for further authority to proceed with any repairs or replacement parts that are required (as applicable).</p>
-----------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

				<p>We will ask the garage to carry out the repairs and invoice cinch in accordance with section 8.5 below. If, for any reason, the garage will not carry out the agreed repair works until it receives payment and this will cause a delay to your Car being returned to you, you can choose to pay for the repair yourself and cinch will reimburse you (provided you have complied with the terms and conditions of this Warranty Agreement).</p>
5.4	General		<p>The following exclusions apply to all benefits in this section 5:</p> <p>Neither cinch, its Breakdown Agent, nor an Authorised Repairer, will be liable to provide you with a service pursuant to this Warranty Agreement where:</p> <ul style="list-style-type: none">• cinch, its Breakdown Agent or an Authorised Repairer is prevented from providing a service due to circumstances outside of its reasonable control (see section 14 for more information); and/or• you or your passengers display abusive or threatening behaviour. <p>cinch will not be liable to you under this Warranty in the following circumstances:</p> <ol style="list-style-type: none">1. you have failed to comply with the Your Responsibilities as set out in section 7;2. your need for repair, or reason for breakdown, is caused by you not:	

- taking reasonable care of your Car; and/or
 - using the Car for its intended purpose, (such as using the incorrect fuel or wrong grade of oil as recommended by the Car manufacturer);
3. if the failure of your Car to properly function is the result (in whole or in part) of:
 - your failure to use the Car in accordance with the manufacturer's terms, instructions or guidance, accidental damage, misuse, vandalism or deliberate damage (or that of a third party that you have allowed to drive or access your Car); and/or
 - water ingress, fire, collision, extreme temperatures, frost, snow, flooding (or similar conditions);
 4. the repair or replacement is covered by a manufacturer warranty. cinch will be able to advise you whether your Car has the benefit of a manufacturer warranty. Where you have the benefit of a manufacturer warranty we will help co-ordinate a booking with a dealer approved by the manufacturer for warranty repairs. If, for any reason, your manufacturer warranty is invalid, cinch may be able to fund the cost of your repair under the Warranty (subject to the terms and conditions of this Warranty Agreement);
 5. the repair or replacement is required because of a design fault or integral defect in your Car that is subject to a manufacturer recall or a recommendation from the manufacturer for the item in question to be repaired or replaced through the manufacturer or its network; or
 6. where damage to a component of your Car (that would usually be covered by this Warranty Agreement) has been caused by your failure to take preventative steps to avoid damage or to promptly notify cinch of such damage.

For the avoidance of doubt, if a repair/cost is not expressly set out in this Warranty Agreement as being covered, then cinch is not liable to you for that repair/cost. Some examples of this are:

			<ul style="list-style-type: none"> • transport costs that are alternative to those listed in section 5.3.3 above; • costs related to a disrupted journey; • accommodation or transport that you have pre-agreed without prior authorisation from cinch; • losses arising from incorrectly fitted parts and/or insufficient servicing; • losses arising from faults or repairs that were disclosed to you before you purchased your Car from cinch; • loss of earnings; and/or • loss for not being able to use your Car or for inconvenience. 	
--	--	--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

6. **The claims process – important information:**

Calls to cinch or our Administrator –

6.1 Whenever you make a call to us or our Administrator, please note:

- calls will be recorded for training and monitoring purposes and to improve the quality of the services we provide; and
- any personal data you provide during the call will be processed in accordance with the privacy notice of cinch (available here: <https://www.cinch.co.uk/policies/privacy>).

Repair work -

6.2 Where you're instructed to attend an Authorised Repairer by our customer service team, you must identify yourself as a customer of cinch and instruct the Authorised Repairer to submit a request to us to authorise work before incurring any costs/commencing any repair. This is to ensure the Authorised Repairer obtains our authority to proceed with the repair. Any repairs or work carried out without our authority will not be covered by this Warranty Agreement and **you will be responsible to pay any associated costs.**

- 6.3 We will handle your claim in the most appropriate way. We may (at our option) authorise repair work immediately following contact by the Authorised Repairer, request estimates for the work, move your Car to an alternative Authorised Repairer, investigate the scope of the claim further and/or appoint an independent engineer to inspect your Car in advance of any repair work (where necessary).
- 6.4 Where it is necessary to inspect your Car in advance of any repair work, we will cover the cost of initial diagnostics work up to one hour of labour (**Initial Diagnostics**). If additional investigative work is necessary after Initial Diagnostics are complete, we will only cover the cost of this additional investigative work where the inspection determines the failure of your Car is due to a part covered under this Warranty. In the event additional investigative work concludes the source of the failure of your Car is not covered by this Warranty then **you will be responsible for meeting the cost of the investigative work (excluding the first hour of labour)**.
- 6.5 Other than during Initial Diagnostics, we will not strip down any component parts of your Car for the purpose of determining why that part has failed (or bear the cost of such work) unless your claim is accepted and we have authorised such work.
- 6.6 You will need to follow the process detailed above in order for repairs to your Car to be funded by cinch under the Warranty Agreement. **If you organise repairs to your Car outside of the process detailed in these Warranty Terms you will be responsible for the repair costs and will not be able to recover those costs from us.**

Breakdown –

- 6.7 All our Breakdown Agents will be in uniform identifying the provider and carrying appropriate identification.
- 6.8 We will only be responsible to pay for the benefits detailed in this Warranty Agreement where you use our Breakdown Agent and costs are authorised in advance by us. **Therefore you should not make your own arrangements for breakdown or repair and/or accept help from a third party if you want to claim under this Warranty.**

7. Your responsibilities

- 7.1 In order to provide you with one of the benefits under this Warranty you must allow our Breakdown Agent and/or Authorised Repairer (as applicable) to access your Car. Where you make a claim under this Warranty Agreement, we may opt (at our discretion) to examine your Car, take photos of your Car and/or obtain an independent assessment of the Car (the result of which will be binding on you and us). **If we're unable to obtain access to your Car at any time during the Period of Cover for reasons that are outside of the control of cinch, our Breakdown Agent or Authorised Repairer, we may decide not to provide a benefit under this Warranty without further responsibility to you.**
- 7.2 When responding to any queries or questions raised by us, our Administrator, our Breakdown Agent or an Authorised Repairer, you must take reasonable care to provide accurate and complete answers (to the best of your knowledge and belief at the time). Failure to do this, may affect your ability to claim under this Warranty Agreement.
- 7.3 You must service your Car in line with the manufacturer's recommended service schedule. Where your Car is due for a service during the Period of Cover you must ensure this is carried out within 30 days of the service due date or 1,000 miles (whichever is first) unless you're unable to drive your Car due to the terms of this Warranty

Agreement. Any service must be carried out by a garage that is VAT registered. We may request evidence of your service history during the Period of Cover in order to validate that you have complied with this section. You agree to provide such evidence promptly on request.

Please note: If, during any time within the Period of Cover, you have the benefit of a manufacturer warranty, this warranty may be subject to certain conditions for servicing (such as using only a main dealer). If this applies to you, please check the terms and conditions of the manufacturer warranty (which operates separately to this Warranty provided by cinch).

7.4 You must ensure you use the engine oil recommended by the manufacturer of your Car. Use of poor quality oil, or a type that is not identified by the manufacturer of your Car as suitable, can cause damage or wear to your Car.

7.5 You must change the timing belt in your Car at the time recommended by the manufacturer of your Car.

8. Some additional (but important) points to be aware of:

8.1 The maximum amount that we will be responsible for paying for the benefits under this Warranty Agreement is the Maximum Repair Limit.

8.2 We may opt (at our discretion) to pay you an amount of money (**Settlement Amount**) instead of carrying out the repair or replacing a part. We will use our discretion reasonably when we make this choice. An example of when this might happen is where we appoint an independent engineer to inspect your Car and that inspection or the Authorised Repairer notifies us that the cost of the repair and/or parts (together with labour charges) is the same as, or more than, the market value of your Car at the date of the inspection (minus the cost of salvage). In this case, we may offer to buy your Car from you in exchange for the Settlement Amount instead of a repairing or replacing a part or parts. If you agree, you will sell and transfer to us all rights, title and interest in your Car and deliver your Car (together with all accessories and documentation) to us (at the location you agree with us) and we will pay you the Settlement Amount. We will not release the Settlement Amount until the Car is at the agreed location and you have passed into our possession all relevant documentation and keys. **Please note:** You may also have other legal rights and remedies available to you in this situation. Please see the start of these Warranty Terms for more information on these legal rights and remedies or visit the Citizens Advice website www.citizensadvice.org.uk.

8.3 If the part that is needed to repair your Car is no longer available, we may (at our discretion) agree a financial settlement to your claim (as an alternative to carrying out the repair or replacement part).

8.4 We may request, at any time, information on the registered keeper of the Car and/or sight of the most recent V5C for the Car.

8.5 All invoices for repair work authorised under this Warranty Agreement must be in the name of Cinch Cars Limited (as set out in section 2.1 above).

8.6 You understand that We may be charged a “call out fee” by our Breakdown Agent or an Authorised Repairer in circumstances where:

- our Breakdown Agent attends the location that has been reported as the location of breakdown but your Car is not present or a driver is not present to give our Breakdown Agent access to your Car; or
- your Car is not present for repair at the date, time and location booked in with our Authorised Repairer or your Car is present in line with the agreed booking but our Authorised Repairer cannot access the Car due to the key not being present.

If we are charged a call out fee, we reserve the right to ask for this to be reimbursed by you unless the fee is unreasonable or you have previously contacted us, our Administrator, our Breakdown Agent or Authorised Repairer (as applicable) to advise that you no longer require a service under this Warranty or wish to amend your repair booking (as applicable).

8.7 You cannot transfer this Warranty Agreement to a third party. When you sell or transfer ownership of your Car this Warranty Agreement will automatically end.

8.8 All parts removed from your Car as part of any repair (to be replaced by new parts) will become our property.

9. Cancellation

9.1 You can choose to cancel this Warranty Agreement at any time (at no cost to you) within the Period of Cover by contacting the cinch customer service team on 0333 0154 101. If you have a live claim in progress at the date you choose to cancel the Warranty Agreement, your claim will continue to be processed under the terms of this Warranty until it is closed by Us.

9.2 As the Warranty is provided to you without charge when you buy a Car from us, no financial payment will be due to you should you chose to cancel your Warranty Agreement in accordance with section 9.1.

10. Queries or complaints

If you have any questions or complaints about your Car or the services provided under this Warranty Agreement, please contact us. You can telephone our customer service team on 0333 0154 101 or write to us at complaints@cinch.co.uk. You can read a copy of our complaints handling process by clicking on this link: <https://www.cinch.co.uk/support>.

11. Summary of your legal rights

We are under a legal duty to provide this Warranty in conformity with this Warranty Agreement. You also have rights relating to us providing services under this Warranty Agreement with reasonable care. Nothing in this Warranty Agreement will affect your legal rights. If you would like more information on your rights you should contact your local Citizens Advice Bureau.

12. Data Protection

12.1 A summary of how we will use any personal information we obtain from you in consequence of performing this Warranty Agreement is set out in our privacy policy at <https://www.cinch.co.uk/policies/privacy>. Where it is necessary for you to provide us with personal information relating to another person for the purpose of your claim, you do so on the following understanding:

- you have the permission of that individual to provide his/her personal information to us; and
- they have been informed their personal information will be processed in line with the cinch privacy policy and have agreed to the processing that is described within that policy.

12.2 cinch is the controller of any personal information:

- you supply to us or our Administrator; and
- you supply to our Breakdown Agent as part of the list of information detailed in section 5.2 column 5 of the above table.

12.3 In order to provide you with the benefits of this Warranty when you make a claim for repair, we will:

- process your personal information only as strictly necessary in order to process your claim (i.e. facilitate an inspection of your Car and/or carry out repairs to your Car); and
- share that personal information with our Administrator and/or Authorised Repairer (as applicable) to the extent necessary for those third parties to provide you with the services detailed in this Warranty Agreement.

In this scenario, the Administrator and Authorised Repairer act as the processors of such personal information and will handle it only in accordance with the instructions of cinch and requirements of data protection law.

12.4 In order to process a claim for the repair of your Car, we will only need the information listed in section 5.1 column 5 of the above table. It is not necessary for you to provide any personal data directly to an Authorised Repairer in excess of this list to receive the benefits under this Warranty Agreement. However, if you chose to provide additional personal data to an Authorised Repairer, please note that the Authorised Repairer will be controller of this additional data and it will be processed separately to cinch in accordance with the privacy notice of the Authorised Repairer. Please ensure you read the privacy notice of the Authorised Repairer prior to disclosing any additional personal data to an Authorised Repairer to ensure you're comfortable how an Authorised Repairer may process it separately to cinch. The privacy notice of the Authorised Repairer can usually be found on the business website of the Authorised Repairer.

12.5 Our Breakdown Agent will collect personal data from you directly. In order to provide you with Breakdown Assistance our Breakdown Agent will only need the information listed in section 5.2 column 5 of the above table. cinch is the controller of this personal data. Any personal data within this list will be handled by the Breakdown Agent on our behalf as our processor solely for the purpose of providing you with Breakdown Assistance. It is not necessary for you to provide any additional personal data directly to the Breakdown Agent in excess of this list to receive Breakdown Assistance. If, however, you chose to provide additional personal data to our Breakdown Agent, please note that the Breakdown Agent will be controller of this additional data and it will be processed separately to cinch in accordance with the

privacy notice of the Breakdown Agent available here: <https://www.rac.co.uk/legal-information/privacy-policy>. Please ensure you read this privacy notice prior to disclosing any additional personal data to our Breakdown Agent to ensure you're comfortable how our Breakdown Agent may process it separately to cinch.

13. Liability

- 13.1 Nothing in the Warranty Agreement excludes or limits our liability for death or personal injury arising from our negligence, our fraud or fraudulent misrepresentation or any other liability that cannot be excluded or limited by law.
- 13.2 To the extent that cinch is able to restrict its responsibility by law, cinch will not be responsible to you for any indirect or consequential losses or loss of income or revenue, loss of business, loss of profit or loss of anticipated savings (whether direct or indirect).
- 13.3 To the extent cinch is able to exclude its responsibility by law, cinch excludes all implied representations, warranties, terms and conditions from the Warranty Agreement.
- 13.4 Subject to the above, our maximum liability to you under or in connection with the Warranty Agreement shall not exceed the Maximum Repair Limit.

14. Circumstances outside of the control of cinch, its Breakdown Agent and/or an Authorised Repairer

- 14.1 We will not be responsible for any failure to perform the Warranty Agreement or any delay in the performance of the Warranty Agreement which is caused by a circumstance or event outside of our control, the control of our Breakdown Agent or the control of an Authorised Repairer (**Circumstance Outside of Our Control**). Circumstances or events which may be included in this section are riots, acts of terrorism or war, civil disruption, strikes, fire, flood, other natural disasters, pandemics, accidents relating to the Car and/or non-availability of parts. Other circumstances or events may also be included if they are outside of our control.
- 14.2 If our supply of a service under this Warranty Agreement is delayed by a Circumstance Outside of Our Control, then we will contact you as soon as possible to let you know and we will do what we can to reduce the delay. Our responsibilities to you under the Agreement will be temporarily delayed and the agreed date by which we must perform our responsibilities will be extended until the Circumstance Outside of Our Control has ended.

15. Miscellaneous

- 15.1 If a court finds part of this Warranty Agreement is illegal, invalid or otherwise unenforceable, the remaining parts of this Warranty Agreement will continue in full force and effect.
- 15.2 You may not transfer any of your rights or obligations under this Warranty Agreement to any other person. We may transfer our rights and obligations under this Warranty Agreement to another person provided that this will not affect your rights under the Warranty Agreement.

- 15.3 This Warranty Agreement does not give rise to rights that are enforceable by any person who is not a party to this Warranty Agreement. Nothing in this Warranty Agreement gives you rights against the Breakdown Agent or an Authorised Repairer.
- 15.4 If we do not exercise or enforce a right under these Warranty Terms against you at any time, this does not prevent us from doing so at a later date.
- 15.5 The Warranty Agreement sets out the entire agreement between you and us relating to the Warranty. The Warranty Agreement replaces any prior discussions or agreement between you and cinch relating to the purchase or scope of the Warranty.
- 15.6 These Warranty Terms and the Warranty Schedule are governed by English law and you and we both agree that we will issue any legal proceedings in connection with any dispute or claim arising in relation to the Warranty Terms and/or the Warranty Schedule in the courts of England and Wales.
- 15.7 If you live in Scotland or Northern Island, we or you may issue legal proceedings in connection with any dispute or claim arising in relation to these Warranty Terms and/or the Warranty Schedule in the courts of Scotland or Northern Island respectively.

Last updated: 28 March 2023