



Excellent Garantie conditions

AUTOTRUST ✓

Onderdeel van ✓ Bovemij

Excellent Garantie conditions

Who provides this warranty?

The selling car company gives you a warranty according to these warranty conditions. Autotruster carries out the warranty and handles your claim(s) on behalf of the selling car company. If there is a valid claim, Autotruster will pay out directly to you or the garage.

Deductible

You have a deductible of €45 per defect.



Definitions

The following terms mean:

Autotrust Excellent Garantie: the warranty against unexpected mechanical and electronic defects to your car, as set out in these warranty terms and conditions.

Product overview: the summary of your warranty provided to you by Autotrust by e-mail.

Labour costs: cost of performing labour related to the replacement or repair of a defect covered by the warranty.

Mechanical, electronic parts: all moving, mechanical and electrical or electronic parts that have a function in driving, propelling, braking and controlling the car, without including those parts listed as exceptions in these conditions.

Defect: the sudden and unexpected failure of a car part during the warranty period, caused by a permanent mechanical, electrical or electronic defect. A defect exists if the part ceases to function and requires repair or replacement to restore the car to proper working order. A defect only exists if there is 'own failure', meaning that the failure was not caused by external influences, such as water, impact, dirt, operating and user errors.

Valid claim: a warranty claim where the nature, circumstance and cause of the defect is covered under these conditions.

Transport: costs for transporting the car to the nearest Autotrust Network garage due to a defect covered under the warranty.

Diagnosis: cost of detecting and diagnosing a defect covered by the warranty, including testing and disassembly.

We, Autotrust, means: Autotrust B.V.

Autotrust Network garage: a garage or specialist repairer belonging to a network of selected garages, which may carry out repairs for Autotrust.

Fraud: intentionally misleading Autotrust prior to or during the agreement, with the aim of gaining a (financial) benefit.

Our conditions

1. Limits and contributions

1.1. The duration of the warranty is 6 months or ends when the maximum number of kilometres driven has been reached. A limit of 15,000 km applies per six-month term. If the duration and/or kilometre limit differ, this is indicated on your product overview.

1.2. Autotrust Network garages operate according to the Autotrust claims procedure. Please note, you should be aware of the following in case you choose not to go to an Autotrust Network garage:

- if you choose an Autotrust Network garage, labour costs are fully reimbursed.
- all costs higher than the costs at an Autotrust Network garage will **not** be reimbursed. This includes labour costs, cost of parts used in a repair and all other costs;
- Autotrust Network garages are aware of the claims procedure. If you choose a garage which is not an Autotrust Network garage, you are responsible for following the Autotrust claims procedure and providing the necessary data correctly and on time;

- Autotrust Network garages invoice directly to Autotrust. If you choose a garage that is not an Autotrust Network garage, you will have to advance the entire repair bill yourself. You can claim the repair invoice from Autotrust afterwards. Make sure the repair invoice is correctly titled. Costs will not be reimbursed if the repair invoice is not in Autotrust B.V.'s name;

- a second opinion at an Autotrust Network garage is necessary in case the diagnosis of the garage of your choice is not directly adopted by Autotrust. In this case, the cost of diagnosis from the garage of your choice will not be reimbursed.

1.3. Necessary transport will be reimbursed within reason and up to a maximum of € 175 including VAT per case. Costs resulting from a non-covered defect will not be reimbursed by Autotrust. Autotrust does not offer roadside assistance or an emergency call centre.

1.4. There is a maximum payment per warranty of € [redacted] including VAT.

1.5. If there are any costs that are for your own account, you must pay these costs to the repairing garage yourself. Autotrust claims staff will alert you to these costs prior to the repair. In case your car needs to be transported to carry out a repair, Autotrust will pay the full invoice to the repairing garage and you will receive an invoice for all costs not covered by your car warranty coverage after your agreement.

2. When is there no warranty claim?

2.1. Any information that could affect Autotrust's decision to accept or continue to accept your car for warranty should be shared with us by you and/or the seller immediately and without restraint. If we believe that you have failed to disclose relevant information relating to your car to us, Autotrust may potentially cancel the warranty or your cover may be affected.

2.2. You must comply with these conditions. If you have not met the conditions, your right to payment will lapse.

2.3. You must follow the claims procedure carefully. If you do not, the validity of your claim and the need for repair cannot be determined.

2.4. Autotrust is never responsible for damage caused during the repair process and all related actions, including but not limited to transport, test drive, and other additional activities (see article 3.9).

2.5. If, in Autotrust's opinion, you do not cooperate or insufficiently cooperate in the repair of the vehicle and/or do not make the vehicle available for repair, diagnosis or expertise, or the related transport, any right to repair under this warranty will lapse.

2.6. If you yourself have (partly) contributed to the occurrence of a defect, you are not entitled to repair under warranty. This may be the case, among others, if a defect has occurred due to overloading, negligence, carelessness or operating errors.

2.7. Should it become clear that, during the term of this warranty, the car has not been demonstrably maintained in accordance with the manufacturer's instructions, the right to the warranty will lapse. As the owner, you are responsible for the maintenance, and you should always be able to produce the documentation for this in case of a claim.

2.8. If a defect occurs due to external calamity or the actions of third parties, it has nothing to do with the quality of the car. In that case, you can make no claim under the warranty.

2.9. If a third party can be held liable for (the occurrence of) a defect, you should always recover damages from that party. Claims that are covered by another warranty, guarantee or goodwill scheme, or would be covered if this guarantee did not exist, must be reimbursed by the provider thereof.

2.10. Design or manufacturing defects, and damages resulting from them, are not covered. These are the manufacturer's responsibility.

2.11. In some cases, this warranty does not provide coverage and you should contact the seller of the car. This applies in case a defect is already present in the vehicle during delivery.

2.12. Excessive oil consumption is usually an inherent property of a vehicle and is generally caused by contamination and/or gradual wear. Excessive oil consumption is therefore not classed as a suddenly arising defect. Remedying excessive oil consumption will not be reimbursed under this warranty.

2.13. Defects that you noticed or could reasonably have noticed, but continued to drive with, are not covered.

2.14. Cars registered for the first time outside the EU are excluded from this warranty, unless express written permission has been granted by Autotrust before the start of the warranty.

2.15. The warranty is only for the repair of your vehicle. You are not entitled to any compensation for additional costs or other damages that may result from the defect.

2.16. Defects resulting from mechanical or electronic modifications relative to the factory settings are not covered by this warranty.

2.17. If a part is defective as a result of a defective part that is not covered, Autotrust will not provide any cover or compensation for the damage or defects incurred. (This exclusion of cover applies regardless of the cause or nature of the defect in the non-covered part)

2.18. If the odometer reading, as visible on the odometer of the car, is changed and does not correspond to the actual kilometres travelled by the car, any right to compensation under the terms of this warranty will lapse.

2.19. If a component functions normally, it will not be replaced or repaired. If there is a (secondary) noise or changing characteristics and there is no defect, it is not a reason for repair.

2.20. Autotrust has the right to commission an independent expert to inspect your vehicle before accepting a claim. Autotrust is never responsible for damages arising from possible delays.

2.21. If an Autotrust employee is treated in a seriously abusive, insulting or threatening manner, the management may decide to terminate the warranty.

2.22. If fraud (see article 4) is established, the cover under this Warranty will lapse.

2.23. The warranty on your vehicle will be terminated if it is or has been used for competition purposes such as rallies, racing, time trials or track driving. This also applies to cars used for hire or rental, as a taxi, by a driving school or commercial purposes such as shipping or delivery or included in a trading stock. The warranty is also terminated if a car is actively used for driving off paved roads (Off Road) and in case of overloading due to driving in the limit range.

If your vehicle is found to have been totalled, the warranty will also be terminated and offers no cover.

2.24. Excluded are:

Accessories: retrofitted or loose parts.

Bodywork: antennas, body parts, glass, sheet metal, rubbers and mirrors.

Interior: the parts located in the cabin, such as interior fittings, benches, upholstery, seats, etc.

Maintenance parts: all batteries (including the drive batteries of a hybrid or electric vehicle), all filters, tyres, refrigerant, light bulbs, serpentine belt, brake pads, brake discs (if worn), brake shoes, wiper blades, lubricants and fluids.

Repair or replacement of these parts is not covered by the warranty. The above parts are also excluded if they need to be replaced due to a defect or for carrying out a repair.

External calamity: defects caused, for example, by a collision, inexperienced repair and (cable) breakage, shocks caused by bumps and potholes in the road, stone chips and (water) damage.

3. Submitting a claim

3.1. As soon as you notice an (incipient) defect, we ask you to report it immediately. This can be done through the claims portal: www.autotruster.nl/claims

You should report your claim within 5 days of discovery. Late notification may affect coverage.

3.2. Autotruster's claims department staff will recommend a garage. The garage looks for the nature and cause of the defect and checks with Autotruster's claims officer whether the defect is covered under warranty.

3.3. No repairs may be started until Autotruster has issued a price agreement, with corresponding authorisation number.

3.4. Your garage owner's opinion does not count as proof of a covered defect. Only if you have received explicit permission for repair from Autotruster is it obliged to reimburse you for the repair.

3.5. Autotruster can only give a price approval if the repairer issues a quotation and this is submitted to Autotruster. This quotation should contain a detailed budget in which parts and labour (based on an hourly rate) are specified separately. The quotation always serves as the basis for the payment.

3.6. If you still allow the garage to start the repair without having obtained an authorisation, you will no longer be entitled to compensation.

3.7. Where aftermarket, nearly new, exchange or remanufactured parts are available, these may be used for the repair. Autotruster has the right to arrange the transport of the vehicle on your behalf and have it arranged by third parties.

3.8. After reporting a claim, a diagnosis and quotation for repair must be submitted to Autotruster within 30 days. After this period, the cause of the defect and any consequential damage cannot be properly assessed. Should no diagnosis and quotation be received by Autotruster after this period, an outstanding claim report will expire unless otherwise agreed with Autotruster. If a price approval has been issued and the defect has been repaired, you or the garage should e-mail the original repair invoice within 30 days of the repair to claims@autotruster.nl or mail it by post to Autotruster, otherwise the right to compensation will be lost.

3.9. Autotruster is always entitled to appoint its own repairer to carry out the repair if:

- a. Autotruster thereby manages to achieve substantial savings on the repair bill, or
- b. Autotruster believes this will better ensure the quality of the repair.

4. Acceptance and validity

4.1. If fraud is established, we take the following measures:

- we will stop your warranty;
- we do not pay out any damages;
- we record the incident in an internal register;
- we make you reimburse the costs incurred for claim handling;
- we can report it to the police if necessary.

4.2. In connection with the (legally stipulated) verification of the applicant, Autotruster reserves the right to unilaterally terminate the warranty, without giving reasons, up to a maximum of 7 business days after conclusion (acceptance reservation).

4.3. The warranty is only for the buyer of the vehicle and is not transferable.

4.4. In all countries on the list below, you have a warranty and are entitled to repair of a covered defect. The cost of the repair abroad may not exceed the market-based cost in the Netherlands.

- The Netherlands
- The following countries, provided you use your vehicle less than 60 days per year (alternatively or cumulatively) there: Belgium, Denmark, Germany, Finland, France, Ireland, Italy, Croatia, Luxembourg, Norway, Austria, Poland, Portugal, Slovenia, Slovakia, Spain, Czech Republic, United Kingdom, Sweden and Switzerland.

4.5. If your car suffers a defect abroad, you can make a claim through our website. You will then go to a local garage to get diagnosed and you can e-mail a repair quote to claims@autotruster.nl

Autotruster will reimburse up to 1 hour of diagnosis time.

4.6. We do not accept vehicles whose software and/or hardware has been modified with the aim of increasing motor power. We reserve the right to cancel the warranty in case a warranty has been taken out on such a vehicle. The amount already paid for the warranty will be refunded pro rata to the selling car company, provided no expenses were incurred during the warranty period.

4.7. The warranty must be entered into at the time of sale or delivery of the vehicle, with a maximum deadline of six (6) days after the sale or delivery. Exceptions to this period are only possible after prior consultation and (written) approval by Autotruster.

5. Other

5.1. Any warranty you conclude with us is governed by Dutch law.

5.2. Do you have a complaint about Autotruster or one of our employees? You can find our internal complaints procedure at www.autotruster.nl.

5.3. By purchasing a car with Autotruster Garantie, buyer agrees to the Autotruster warranty conditions. The validity of the warranty entitlement or claim is always at Autotruster's discretion. The Autotruster Garantie does not affect the legal rights the buyer has against the seller of the car.

5.4. The selling car company gives you this warranty according to the Autotruster conditions. Autotruster handles claims on behalf of the selling car company. In the situations below, your warranty will no longer be handled by Autotruster and you will need to submit a claim to the selling car company:

- the selling car company does not fulfil its payment obligations to Autotruster;
- the selling car company applies for suspension of payments or is declared bankrupt.

If the above situation occurs, you will be informed by Autotruster.

5.5. We handle any personal data you give us in accordance with the General Data Protection Regulation (GDPR). We use this to:

- enter into a contract with you;
- maintain that contract;
- combat fraud;
- comply with legal obligations;
- keep you informed about our products and services;
- improve our products and services to better suit your needs.

We may also provide your personal data to other legal entities that are part of Autotruster for these purposes.

5.6. We may record telephone calls:

- to verify and investigate orders and transactions; to combat fraud and monitor integrity within financial institutions;
- to comply with legal obligations.

Recorded telephone calls will not be kept for longer than necessary for these purposes. You have the right to listen to the recorded telephone conversation or receive a verbatim transcript of the conversation in the event of a dispute over the content of recorded telephone conversations.

5.7. We sometimes engage other companies to perform services for us related to the performance of the agreement with you. For example, an expertise agency. We remain responsible for processing your data. We make arrangements with these parties to handle your data so that your privacy is maintained.

5.8. Coverage will be provided only for defects that occurred during the warranty period.

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