



The JEMEC Guarantee

TERMS & CONDITIONS
v 1/1AUG24

**Please read this
document carefully**

Welcome to your JEMEC Guarantee

All retail vehicles sold by JEMEC come with a two-year warranty, the **end date** is exactly two years from when you took delivery of the vehicle (or your **delivery date**) or when your vehicle reaches 70,000 miles – whichever is earliest. During these two years, your vehicle will be either:

- covered by the existing **manufacturer warranty** for the whole two years,
- covered initially by the remaining **manufacturer warranty** and, when that expires, by the JEMEC Guarantee until your **end date**,
- or, covered by the JEMEC Guarantee through the whole two-year period if the **manufacturer warranty** has already expired when you take delivery of the vehicle.

You cannot be covered by both a **manufacturer warranty** and the JEMEC Guarantee simultaneously – the **manufacturer warranty** will always take priority and must expire before the JEMEC Guarantee starts. The period between the **start date** and the **end date** of your JEMEC Guarantee is called your **covered period**.

If your vehicle is covered by one or more additional manufacturer warranties for specific items, such as a manufacturer battery warranty, then you will not be able to claim under your JEMEC Guarantee for items covered by these warranties.

The JEMEC Guarantee does not guarantee that nothing will go wrong with your vehicle. It also does not guarantee that, if it does go wrong, we will pay for all your costs. The support available is limited to what is described in this document.

Key points about the JEMEC Guarantee

- Stop driving immediately if a dashboard warning light comes on or if you notice anything unusual such as strange vibrations or noises, smells or leaks.
- Check out all fault codes immediately.
- Take immediate or timely action if you receive a vehicle recall or update notification from the manufacturer.

- If there is a **manufacturer warranty** on your vehicle, you are not covered by the JEMEC Guarantee. You must deal directly with a manufacturer-approved repairer in line with the details of that warranty.
- If a repair or part is not covered by your **manufacturer warranty**, you cannot claim on a JEMEC Guarantee – this only starts when your manufacturer warranty ends.
- The JEMEC Guarantee covers your vehicle for **breakdown or failure due to premature wear and tear**. Not every problem will be related to this and therefore covered by the JEMEC Guarantee.
- This document only explains what is covered by the JEMEC Guarantee – for details of your **manufacturer warranty**, speak to a manufacturer-approved repairer or the manufacturer customer services team.
- This document may change during your **covered period**. Visit www.jemec.ie/jemecguarantee for the latest version.
- Always get authorisation for any repairs from JEMEC before any work is carried out on your vehicle. We will not pay for work that we have not authorised beforehand. For details on how to claim, see page 9.
- You will need to pay the **approved repairer** directly for any repairs and then claim the money back from JEMEC with the correct documentation. We do not pay **approved repairers** directly.
- You must meet the manufacturer's servicing requirement for your vehicle – in terms of timing, mileage and maintenance. If not, you will not be covered by the JEMEC Guarantee.
- We may insist on inspecting any damaged, broken or faulty parts before, during or after your repair. You must keep any replaced parts or take photographs or video of them, making sure that your vehicle can be identified – or ask your **approved repairer** to do so.
- We strongly recommend that you have breakdown insurance if you travel outside of Jersey.
- If you use your vehicle for work, we strongly recommend that you have insurance which will cover a replacement vehicle if yours is off-the-road for repair.
- Taxis, private hire, driving school and rental vehicles are all excluded from the JEMEC Guarantee.
- The **single repair claim limit** is £5000 up to the **maximum claim limit** for your **covered period**.
- The hourly labour rate is £100.
- The **maximum claim limit** for the **covered period** is the amount you paid for the vehicle from JEMEC.

What the JEMEC Guarantee covers

The JEMEC Guarantee covers your vehicle for breakdown or failure due to premature wear and tear. Not every problem you may have with your vehicle will be related to this - and therefore may not be covered.

There are explicit exclusions from the list below so make sure you read the next section 'What the JEMEC Guarantee does not cover' on page 4 very carefully.

- The reasonable repair cost of a **valid repair** within your **maximum claim limit** and up to the **single repair claim limit**.
- Factory-fitted mechanical and electrical parts, including the cost of the labour to fit them, if they are affected by a **breakdown or failure due to premature wear and tear** only including:
 - Original specification multi-media and in-car entertainment (excluding software updates).
 - The mechanical failure of catalytic converters and diesel particulate filters (excluding DPF filter regenerations, fuel line cleaning, filters, pumps, carburettors and the replacement of catalytic converters either damaged accidentally or from the use of incorrect or contaminated fuel).
 - Air conditioning (excluding re-gassing).
 - All major internal mechanical parts of the engine including balance shafts, camshaft, connecting rods, crankshaft, oil pump and pistons plus the cylinder head, gears, engine block and liners (excluding sprockets, chains, tensioners, the variable camshaft timing units (Vanos), valve seats and burnt-out valves).
 - All moving parts for the turbocharger or supercharger (excluding intercooler, oil seals and waste-gate).
 - All internal electrical and mechanical parts of the manual or automatic gearbox and transmission, including torque converter, transfer box, and overdrive (excluding radiator or internal oil cooler, the hydraulic actuator, valve body and mechatronic unit).
 - The clutch pressure plate, centre plate, release bearing, ring gear, master cylinder, slave cylinder, clutch cable and pedal (excluding burnt or worn clutch plates, flywheels and pressure plates damaged due to driving abuse or wear and tear).
 - The drive train drive shafts, prop-shafts, centre bearings, universal joints and couplings, plus constant velocity joints (excluding rubber boots).
 - Differential crown wheel, bearings and pinion.
 - Suspension wheel bearings and cages, wishbones, track control arms and linkages, coil and leaf road springs, plus ball and swivel joints.
 - Power steering rack and pinion, the power steering box and idler box, pressure pipes, the hydraulic and electrical power steering pump, reservoir, steering column joints and bearings, and track rod ends.
 - Braking system including master cylinder, servo, wheel cylinders, vacuum pump, callipers, pressure restrictor valve and brake pedal.
 - Anti-lock braking system including pump, modulator and actuator (excluding the ECU).
 - Fuel systems including electrical and mechanical fuel pump, lift pump, injection pump, injector, fuel level sender unit and fuel gauge, airflow sensor and meter, idle speed control valve, cold start regulator and valve.
 - Cooling system radiator, heater fan motor, heater matrix, water pump, viscous cooling fan coupling, thermostat and housing.
 - Starter motor, alternator, ignition coil, voltage regulator, crankshaft and camshaft sensors, indicator relay, front and rear windscreen wiper motor and washer motor, including heater fan motor and horn, switches and alarm control unit.
 - All wiring looms (excluding wiring looms where the fault is caused by external influences such as water damage, corrosion, neglect or chewed wiring).
 - Engine management ECU.
 - Cylinder head gasket.
 - Factory-fitted alarms.
 - For vehicles with convertible roofs, the folding roof operation seals are covered but all other convertible roof seals are excluded.
- Oils, oil filters and anti-freeze are only covered when it is necessary to replace them as part of a **valid repair**.
- Dismantling and diagnostic charges only if any fault found is a **valid repair** under this JEMEC Guarantee, and the dismantling and diagnostic costs are considered by us to be reasonable.
- Where it is necessary to remove the engine, differential/drive unit or gearbox to effect a **valid repair**, the necessary crankshaft front oil seal, gearbox rear output seal, auxiliary shaft oil seal, drive shafts, differential pinion seal or any gasket or oil seal required are included (excluding worn collars, oil staining and shafts).

- Damage caused to a **covered part** if caused by another **covered part (consequential failure)**. We will not pay for damage to **excluded parts** not covered by the JEMEC Guarantee even if the damage is caused by a **covered part**.
- If a **covered part** fails and cause damage to the casings, the casings will be covered. Casings are otherwise excluded.
- Some parts can be replaced in pairs when recommended to do so by the manufacturer, even if only one of the pair has had **breakdown or failure due to premature wear and tear**. This includes brake discs, brake drums, coil road springs and hydraulic shock absorbers.

What the JEMEC Guarantee does not cover

- **Worn out parts**, parts at the end of their expected life, or **breakdown**, damages or failure of any part due to normal wear and tear. This includes wheels, tyres and wiper blades.
- **Breakdown** or damage caused or aggravated by continuing to drive after a dashboard warning light comes on or when there is evidence of a fault. This includes ignoring strange noises, smells, rattles, smoke, steam and leaks.
- Vehicles which have exceeded 70,000 miles.
- Routine maintenance & servicing.
- Software updates (including if they are required as part of the repair).
- Any parts which the manufacturer recommends are periodically replaced during the servicing and maintenance requirements. This includes convertible roof material, sunroof cables and convertible cables.
- For vehicles with convertible roofs, the folding roof operation seals are covered but all other convertible roof seals are excluded.
- Oils, oil filters and anti-freeze, except when it is essential to replace them because a **covered part** has failed.
- Re-gassing air-conditioning.
- Any vehicle which has not been serviced and maintained in line with the manufacturer service and maintenance requirements, including any updates and/or recalls.
- Any faults which are revealed or discovered during any accident repairs or routine servicing.
- Any faults caused by previous repairs.
- Any damage caused by impact or accident and any losses incurred by you, any passengers who were in the vehicle at the time, or any belongings.
- Any liability for any costs, loss or damage incurred, directly or indirectly, because of a **valid repair** or the failure of a **covered part**. This includes, but is not limited to, death, physical injury, loss of earnings, depreciation, damage to your property, injury to you or your passengers, personal expenses, finance payments or any other loss, damage or expense.
- Any **breakdown or failure due to premature wear and tear** of any part which occurred after your **end date**.
- Any **breakdown or failure due to premature wear and tear** of any part, or any defect, which occurred during your **manufacturer warranty** period and which you did not claim for.
- Any part which has been modified.
- Any part which, within the last 12 months, has had a previous repair or an attempted repair.
- Repairs or parts which had been previously recommended to you by a repairer, but which you had declined to repair/replace at your own expense as a result of any service, health check, advisory sheet or similar.
- Repairs or parts which have not been authorized by JEMEC before being carried out.
- Any repair or the replacement of any part where you (or your **approved repairer**) have refused to allow us to examine the relevant part or where you have been unable to do so.
- The cost of any repairs, parts, damage or loss to your vehicle which you would be able to claim for under any other warranty, guarantee or insurance product which you may have.
- Manufacturer recalls and updates plus any losses arising from manufacturing defects, faulty design and recall campaigns. These common faults are public knowledge and can be found easily on the internet.
- Any original part which has been superseded, updated, recalled or redesigned by the manufacturer and requires replacing.
- Vehicles which were sold by JEMEC as trade or auction sales.
- Vehicle sold by JEMEC which has not been explicitly registered for the JEMEC Guarantee.
- Vehicles sold by JEMEC to businesses which sell, hire or service motor vehicles.
- Damage resulting from misuse or neglect.
- Cosmetic internal or external damage.
- Damage/failure caused by commercial use of the vehicle.
- Damage/failure caused by an **excluded part**.
- Damage/failure caused by an accessory, supplied by JEMEC or otherwise, or damage/failure of the accessory itself. Including, but not limited to, bike racks, roof bars, racks and boxes, tow bars, reversing cameras and towing equipment.
- Vehicles which have been modified after being sold to you by JEMEC.
- Damage caused by unauthorised parts or other repairs or alterations.
- Lost, damaged or locked-in keys.
- **Breakdown or failure due to premature wear and tear** which has been caused, or contributed to, by:
 - over-heating, water ingress, de-lamination, corrosion, storms, condensation, freezing, burning, melting, salt, frost, flooding or fire.
 - abuse or neglect.
 - rodents or other animals.

- Materials or parts leaking because they have become porous.
 - criminal damage, vandalism, theft or attempted theft.
 - the lack of lubricants, anti-freeze or hydraulic fluids.
 - failures due to soot/carbon build-up (including catalysts exhaust gas recirculation valves and diesel particulate filters (DPF)) blockages due to swarf or sludge, or oil degradation including ingress of foreign matter into the oil or fuel.
 - the use of any oil, lubricants, or other fluids or additive which do not meet the standard or quality recommended by the manufacturer.
 - putting the wrong fuel in the vehicle and any resulting consequential damage to the fuel lines, injectors pumps or any other part of the vehicle.
- Any parts which are rusty or have seized.
 - Tyre valves and pressure sensors.
 - Unions and fittings.
 - High-voltage (HV) parts including plug-in hybrid batteries, AC/DC onboard chargers, HV batteries, invertors, HV coolant compressors, central power train controls, electric motors, (electrical) PTC interior heating and PTC battery heating (please refer to manufacturer battery warranties on these items).
 - Wiring loom faults caused by external influences such as water damage, corrosion, neglect or chewed wiring).
 - Bodywork and seals (see separate note concerning convertible roofs) including, but not limited to, the doors, bonnet, sunroof and boot.
 - All paintwork.
 - Nuts and bolts, fastenings and fixings, brackets, clip, studs and springs (except suspension springs).
 - All glass.
 - All interior and exterior trim and panels (except if a door handle fails).
 - Lights and lamp units.
 - Parts which have been damaged because they have been electrically overloaded.
 - Any fluid leak, including fuel, coolant or oil, which is not specifically included in the JEMEC Guarantee.
 - Electric charging cables.
 - Any damage or loss to person or property caused by an electric charging cable supplied by JEMEC.
 - Casings are excluded unless a **covered part** has failed and caused damage to the casings. In which case, these casings would be included.
- **Consequential failure of excluded parts** even if the damage is caused by a **covered part**.
 - We are not obliged to always adhere to the recommendations of your **approved repairer**.
 - If your **approved repairer** recommends that an entire unit (such as an engine or gearbox) should be replaced, this will only be authorised if the complete unit has suffered **consequential failure** or is irreparable. If the **breakdown or failure due to premature wear and tear** is due to a component part within the complete unit and is repairable, the repair, replacement or reconditioning of that part within that unit will be covered.
 - Repatriation in the event of a **breakdown** outside of Jersey.
 - Flat batteries, flat tyres, running out of fuel, running out of charge, storage charges or using the wrong fuel.
 - Any liability caused by any third-party breach or malfunction of the manufacturer software.
 - Salvage or disposal of any part of your vehicle.
 - Any loss or damage caused, directly or indirectly, by war (including, but not limited to, nuclear, biological, chemical, radiation, explosions, fire and falling objects), terrorism, riot or any similar event.

Replacement, Loan & Hire Vehicles

- The **approved repairer** should always provide a loan vehicle while the vehicle is being repaired.
- If the **approved repairer** is not able to offer you a loan car, JEMEC may be able to provide a loan car for up to 14 days. This is subject to availability and may not be a like-for-like replacement.
- JEMEC is not able to provide loan cars for business use.
- JEMEC will not cover the cost of a hire vehicle while you wait for the repair or parts or during the repair.

If you breakdown in Jersey

- If your vehicle breaks down in Jersey, the JEMEC Guarantee will cover up to £75 towards the cost of road-side recovery, in cases where the problem is subsequently identified to be covered by the JEMEC Guarantee, but you must book this directly with an emergency roadside assistance provider and arrange for the vehicle to be taken to a repair centre. We will not organise it for you, and we cannot accept recovered vehicles at JEMEC.

If you breakdown outside of Jersey

We strongly recommend that you ensure you have international roadside breakdown cover with a third-party insurer if you are travelling with your vehicle outside of Jersey.

We cannot help organising repairs or road-side assistance in Europe or the UK, or repatriate your vehicle.

- If you breakdown in the UK or Europe and your vehicle needs a repair which is covered under the terms of the JEMEC Guarantee, you will be covered for:
 - up to £250 towards the overnight expense of a hotel room and/or onward travel by taxi, rail, bus, taxi, ferry or plane for one person. The JEMEC Guarantee will not pay for other people, or for any food or drink, and
 - up to £100 towards the cost of roadside recovery.
- You must provide appropriate receipts for any claim.
- If someone else, outside of your immediate family, is using your car outside of Jersey, they will not be covered by your JEMEC Guarantee.
- These expenses must be within your **single repair claim limit**.

The JEMEC Guarantee will be invalidated if...

- you sell or otherwise transfer the vehicle.
- your vehicle has not been serviced and maintained in line with the manufacturer service and maintenance requirements, including any updates and/or recalls.
- your vehicle has not been serviced by a GST or VAT registered repairer.
- your vehicle has been used in any motorsport or off-road capacity, including (but not limited to) competitions, track days, racing, pace-making and rallies.
- your vehicle has been used by driving schools/teachers, taxi services or private hire.
- you make a claim, or allow someone else to make a claim on your behalf, knowing it to be false, fraudulent, misleading or exaggerated (see Fraud on page 8).
- your vehicle is not road legal (i.e. insured and with the Jersey Registration Document in your name).
- the vehicle has been modified from its original specification, in any way, since you purchased the vehicle from JEMEC.
- the vehicle is not insured in your name.
- the vehicle has been exported outside of Jersey.
- the odometer displays an incorrect mileage or kilometre reading because it has been interfered with.
- the vehicle has been stolen and recovered.
- the vehicle has been involved in an accident and has been declared an insurance write-off.

General terms and conditions

- This document is not a contract, it is designed
 - to illustrate how and what JEMEC will help you with if anything goes wrong with your vehicle, and
 - so that JEMEC has discretion to handle **valid repairs** in order so they can be dealt with in a fair and reasonable manner.
- The JEMEC Guarantee operates on a discretionary basis, contractually and legally.
- The JEMEC Guarantee is provided and administered by JEMEC Automotive Limited only.
- The JEMEC Guarantee has no monetary or refundable value.
- The JEMEC Guarantee is not an insurance policy or backed by an insurance provider.
- The JEMEC Guarantee is included in the price of your recent car or van purchase with JEMEC and cannot be sold or purchased separately.
- The JEMEC Guarantee cannot be transferred to new owners if you sell or give away your vehicle.
- The JEMEC Guarantee cannot be transferred to another vehicle.
- The JEMEC Guarantee does not affect your statutory rights.
- The JEMEC Guarantee cannot be extended or cancelled by a customer, although it can be cancelled or invalidated by JEMEC under certain circumstances and without prior notice (see The JEMEC Guarantee will be invalidated if...page 6).
- If your JEMEC Guarantee is invalidated, no refund will be due to the customer either for the JEMEC Guarantee or for the original retail price of the vehicle.
- We may, from time to time and at our discretion, agree to **repair costs** on a goodwill basis which would not otherwise be covered by the JEMEC Guarantee. This does not create a precedent in any way.
- Our decision is final, there is no opportunity for appeal.
- JEMEC reserves the right to inspect the vehicle before, during and/or after a repair has been carried out.
- JEMEC reserves the right to examine damaged parts.
- JEMEC reserves the right to determine which **approved repairer** should be used.
- JEMEC does not guarantee the repairs, or any parts used. The quality of the repairs carried out under the JEMEC Guarantee is the responsibility of the repairer only.
- JEMEC is not, in any way, responsible or liable for any delays caused by waiting time for parts or for repair waiting times at your **approved repairer**.

- This document may contain errors and omissions and the definition of the JEMEC Guarantee may change over time. We are not liable for any of these errors, omissions or changes and our decision is final. You can see our current version at www.jemec.je/jemecguarantee.
- If the JEMEC Guarantee has been updated since your **delivery date**, any claim will be considered using the current version of these terms and conditions published at the time of your claim, not the version provided at the time of your **delivery date**.
- This document, and the JEMEC Guarantee, is the intellectual property of JEMEC Automotive Limited and is subject to copyright and intellectual property legislation. No copying, publication or sharing of this document is permitted for business purposes.

Fraud

If you, or anyone acting on your behalf, makes dishonest, exaggerated, misleading, fraudulent or false claims in order to benefit from the JEMEC Guarantee, we will cancel your JEMEC Guarantee with immediate effect. We will demand a full refund of any money paid out by JEMEC for this claim, and any other previous claims, made by you or anyone acting on your behalf.

We will report any incidents of fraud or attempted fraud to the police or any other relevant authorities and will take legal action at our discretion.

To protect against fraudulent claims, we may, at our discretion, insist on more detailed checks and further investigations. This may delay your repair. We are not liable for any loss caused or expense incurred by this delay. However, we do apologise, if a claim is proven to be genuine, for any inconvenience.

Key words & phrases

APPROVED REPAIRER

A motor repair business which has been approved by JEMEC to carry out your repair. **Approved repairers** must be GST registered (or, in very limited circumstances, VAT registered).

AUTHORISED REPAIR COST

The total we will pay towards your repair costs.

BREAKDOWN

Where a part unexpectedly and/or suddenly breaks or stops working and which therefore requires immediate repair or replacement.

BREAKDOWN OR FAILURE DUE TO PREMATURE WEAR AND TEAR

Where a part, or parts, suddenly and unexpectedly develops a premature fault before your vehicle reaches 70,000 miles.

CONSEQUENTIAL FAILURE

Where one part in your vehicle fails and causes the **breakdown** of, or damage to, other parts.

COVERED PERIOD

The period between the start date and the end date of your JEMEC Guarantee is your **covered period**. This could be anywhere between 1 and 24 months depending on when your manufacturer warranty expires.

DELIVERY DATE

The date you picked up your vehicle from JEMEC.

END DATE

The end of your JEMEC Guarantee **covered period**. This is two years exactly after the date the **delivery date** or when the vehicle has reached 70,000 miles, whichever is earlier.

EXCLUDED PART

Parts which are not covered under the JEMEC Guarantee including, but not limited to, wiring, connectors, pipes, hoses and rubber bushes.

JEMEC

JEMEC Automotive Limited, registered in Jersey Channel Islands number 124323.

MAXIMUM CLAIM LIMIT

The **maximum claim limit** is the amount you paid for the vehicle from JEMEC. This is the total amount throughout your **covered period** and is different from your **single repair claim limit**.

PARTS COST

For OE (original equipment) and aftermarket parts, we will pay up to the manufacturer's published list price. We may, at our discretion, insist on repaired or reconditioned parts being used, and also directly supply parts to your **approved repairer**. We may also insist that parts are repaired by a specialist repairer of our choice.

SINGLE REPAIR CLAIM LIMIT

The **single repair claim limit** is £5000 including the **authorised repair cost** plus any ancillary costs approved by JEMEC. You will need to pay any cost over this amount.

START DATE

The date your JEMEC Guarantee starts, which is either your **delivery date** (if there is no remaining manufacturer warranty on your vehicle) or the day after your manufacturer warranty ends (if the remaining manufacturer warranty is shorter than two years).

VALID REPAIR

A repair which has been authorised by JEMEC to be covered by the JEMEC Guarantee.

WORN OUT PARTS

Parts which have come to the end of their expected life, or which are suffering from wear and tear caused by abuse, failure to maintain the vehicle in line with manufacturer guidelines or general neglect. This may include items such as brake discs and pads, shoes and clutch linings. These are not covered by the JEMEC Guarantee.

How to make a claim

1. You should tell JEMEC as soon as you suspect a fault, and we will guide you through our claim process. You can do this by emailing warranty@jemec.je. If you start the repair before you have our approval, we will not pay out and you will have to pay the full cost of the repair.
2. JEMEC will advise whether the potential repair is covered by the JEMEC Guarantee. If it is covered or there is a chance that it is covered, will suggest one or two **approved repairers** for you to take the vehicle to.
3. We will only cover the cost of any reasonable and necessary dismantling or diagnostic work if, once the fault has been identified, the fault is covered by your JEMEC Guarantee. If the dismantling or diagnostic work shows a fault which is not covered by your JEMEC Guarantee, you will need to pay all these costs. Therefore, it is your responsibility to authorise this work with the **approved repairer**.
4. You must submit the quotation for the repairer, together with any additional information, to JEMEC for approval before the repair is started. We may communicate directly with the **approved repairer** about the repairs and your vehicle, and we will also ask to see your vehicle's service history records, your insurance certificate and your vehicle registration document.
5. Once you have confirmation from JEMEC that the repair cost has been approved, you give the **approved repairer** your permission to carry out the approved repair.
6. When the work is finished, you will need to pay the **approved repairer** and submit the detailed GST invoice to JEMEC so that we can reimburse you the authorised amount. We will not pay the repairer directly. If the final costs are over your **single repair claim limit**, or you have already reached the **maximum claim limit**, or the final invoice amount is greater than the **authorised repair cost** approved by JEMEC, or you have asked the repairer to do any additional work, you will need to pay these costs or any balance directly. If you are registered for GST, we will not cover the GST amount on the invoice.