



SmartShine Lifetime Guarantee

This certificate and the Schedule (as defined below) provide the terms and conditions of the SmartShine Guarantee ("Guarantee") between the person named as the beneficiary of the Guarantee in the Schedule ("You", "Your") and Premia Solutions Limited of 3 Corunna Court, Corunna Road, Warwick, CV34 5HQ, Telephone 0845 873 1390 ("We", "Us", "Our").

DEFINITIONS

In this Guarantee the following expressions have the following meanings:

Approved Protectors means the SmartShine paint sealant and the fabric protector correctly applied to the Vehicle.

Accidental Staining means unexpected, unintentional or chance staining which is incidental to the correct application of the Approved Protectors.

Dealer means the motor dealer from whom You purchased the Guarantee.

End date means the date the Guarantee is scheduled to end as set out in the Schedule.

Geographical Area means, England, Northern Ireland, Scotland and Wales.

Paint Sealant means the SmartShine paint sealant applied to the Vehicle to provide protection from weather induced fading, acid rain damage, oxidation and loss of gloss of the painted surfaces to the exterior of the Vehicle.

Passive Soiling means a gradual build up of human perspiration, body acids, oils or greases, dust dirt or any other substance.

Schedule means the document provided to You by Us that accompanies this certificate which details Your name, address, the

Start Date means the date the Guarantee commences as set out in the Schedule Vehicle, the policy Start Date and the policy End Date.

Vehicle will mean the vehicle shown on the Schedule.

GUARANTEE

This Guarantee is intended to protect you against:

1. the loss of brilliance of any surface treated by Us pursuant to the Schedule; and
2. any Accidental Staining to the Vehicle's interior fabric upholstery or carpets.

If 1 occurs during the term of this Guarantee We will arrange for the re-application of the Paint Sealant.

If 2 occurs during the term of this Guarantee We will pay the cost of engaging a cleaning specialist as specified by Us to clean the stained area.

TERM

The Guarantee will commence on the Start Date and will terminate on the date the Vehicle is sold or transferred.

The Guarantee will be automatically void if:

1. You deliberately defraud or mislead Us; or
2. You fail to notify Us of any damage to the exterior Paint Sealant within thirty (30) days of the damage occurring.

ELIGIBILITY

You will be eligible for this Guarantee providing that at the Start Date of the Guarantee Your Vehicle:

1. is less than 10 years old and with less than 100,000 recorded miles; and
2. has been treated with the Approved Protectors by the Dealer. Certain types of vehicles and usage are ineligible for this Guarantee and these are: Heavy goods vehicles, vehicles which are used for pace making, racing, speed testing or reliability trials, taxis, hiring (including private hire and courier services).

LIMITS TO THE GUARANTEE

This Guarantee will not cover any claim arising, whether directly or indirectly, from:

1. any abuse, misuse or neglect of the Vehicle;
2. any exterior painted surface, which is, or becomes, damaged by collision, vandalism, road stones, fire, rust from the inside out, or rust caused by surface damage or which has been altered, modified or repainted after the application of the exterior Paint

Sealant (refer to RE-APPLICATION below);

3. damage caused by pets or animals or marks caused by bird lime;
4. any damage, including acid rain or oxidation, present on the paintwork prior to the application of the Paint Sealant;
5. damage caused by industrial or trade materials spilled in the Vehicle (including, but not limited to, paints, inks, adhesives, dyes, bleaches and corrosive substances);
6. stains or discolouration caused by defects in the manufacture of the Vehicle or in the fabric of the Vehicle (whether interior or exterior);
7. the incorrect use or application of cleaning substances or materials on the interior or exterior of Vehicle;
8. any leather surfaces or any claim made outside of the Geographical Area;
9. the removal, refitting or replacement of fixed interior fittings, including but not limited to, seats, seat covers and carpets;
10. the act of sunlight, wind, weather or corrosion on the carpet or fabric of the Vehicle;
11. consequential loss of any nature or loss of use of the Vehicle;
12. the effects of fire damage, flood, theft, or damage caused by soot or Passive Soiling;

RE-APPLICATION - IMPORTANT

In the event You need to re-apply the Approved Protectors to the Vehicle as a result of damage (as described in the preceding clause. You must contact Your Dealer and arrange for the Approved Protector to be re-applied. Your Dealer may charge You for this.

CLAIMS PROCEDURE

It is always Our intention to provide a first class standard of service. However, should You consider that You have a valid claim under the terms of this Guarantee, You should contact Us and We will send You a claim form. We will arrange for the Vehicle to be inspected, at a mutually agreed place and time, to assess the condition of the sealant and / or the nature and extent of any damage, and if liability is accepted to determine what remedial work is appropriate.

DATA PROTECTION

For the purpose of the Data Protection Act 1988 the Data Controller is Premia Solutions Limited. We will only use the information We hold about You for the purpose of administering Your Guarantee. Your details will not be held by Us for longer than is necessary. You are entitled to a copy of all the information We hold about You and We can provide a copy for a small administration fee.

CONSUMER PROTECTION

Nothing in this Guarantee shall limit or exclude Your rights under Consumer Protection Law.

ENTIRE AGREEMENT

The Guarantee constitutes the entire agreement between You and Us with respect to the matter of the Guarantee and supersedes any prior discussions, oral or written agreement with respect to the matter of the Guarantee, provided that nothing in this clause shall exclude liability for fraudulent misrepresentation.