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YOUR AGREEMENT & YOU FLEXCARE PLANS TERMS AND CONDITIONS

Vauxhall Flexcare Service and Maintenance Plans

This document sets out the terms and conditions on which we will provide the Flexcare plans (the "Agreement"). This Agreement is between you and Vauxhall Motors Limited, a company registered in England and Wales with company number 00135767, and whose registered office is at Pinley House, Sunbeam Way, Coventry, CV3 1ND ("Vauxhall", "we", "us", "our").

Key Information and Terms

Service Levels: As part of the Flexcare plans, we offer a number of different service commitments. The exact level of service commitment depends on the plan chosen, your payment selection, the duration and the mileage selected. The level of service you choose is set out in the Flexcare Plan Agreement.

Vehicle: Flexcare plans only apply to your registered vehicle as set out in the Flexcare Plan Agreement. You cannot transfer it to any other vehicle.

Duration: We'll provide the services set out in these terms and as set out in the Flexcare Plan Agreement. Each Flexcare plan runs from when your vehicle was first registered (and not the date when you took this Agreement). This means that any time or mileage limitations apply from when your Vauxhall is first registered.

Restrictions to Services: The Flexcare services as described in this Agreement will be provided on your Vauxhall vehicle only and may be subject to certain service restrictions, depending on the level of plan you have chosen. Please check that you have the right plan for you. All repairs and related services must be provided by a Vauxhall Authorised Partner unless agreed with us in advance and in writing. If any repairs are carried out by someone else, this may mean that you lose the benefit of the Flexcare services, and such work could invalidate the Vauxhall manufacturer's warranty. Flexcare services are only available in the places set out in clause 1.5 below. A list of Vauxhall Authorised Partners is available in our "Find a Retailer" on our website.



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Payment: These are the payment options available to you:

- (i) If you buy your Flexcare plan when ordering your vehicle and you decide to pay its cost by making a single payment, you will pay it to the Vauxhall Authorised Partner (who acts as our payment agent for the purpose of receiving your payment).
- (ii) If you buy your Flexcare plan when ordering your vehicle and decide to pay for it monthly, you'll make your payments by direct debit to Stellantis Financial Services UK Limited (SFS) (who acts as our payment agent for the purpose of receiving your payment only).
- (iii) If you buy your Flexcare plan after ordering your vehicle and you decide to pay its cost by making a single payment, you will pay it to the Vauxhall Authorised Partner (who acts as our payment agent for the purpose of receiving your payment).
- (iv) If you buy your Flexcare plan after ordering your vehicle and decide to pay for it monthly, you'll make your payments by direct debit to SFS (who acts as our payment agent for the purpose of receiving your payment only).

Mileage: If you have financed your Vauxhall with the help of finance from SFS then you must keep to any mileage conditions set out in your finance agreement. If you do not, then you won't be able to use the Flexcare plan.

Clause 1 – Flexcare Plan Conditions

1.1 Duration and Mileage

- Flexcare plans are a subscription-based service. This means it is a flexible service and maintenance plan Agreement.
- The Agreement must be taken out before the vehicle is 12 months old from the date of first registration, or before the first service is due based on mileage parameters under the manufacturer service schedule for the vehicle, whichever happens first.
- The services under this Agreement start from when your Vauxhall is first registered and ends on the earlier of:
 - the end date of the chosen period of time as stated in your Flexcare Plan Agreement;



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- reaching the total mileage limit as stated in your Flexcare Plan Agreement; or
- you or we end this Agreement as set out in clause 7.

1.2 Eligible Vehicles

The following vehicles are eligible for the Flexcare plans:

- The Vehicle described in your Flexcare Plan Agreement or Finance Agreement so long as:
 - (i) you are the first registered keeper or (in the case where the vehicle's first registered keeper is the supplying retailer) the second registered keeper; and
 - (ii) it is not ineligible as set out in clause 1.3 below; and
 - (iii) at the start of the Agreement your vehicle meets the age and mileage requirements as set out in clause 1.1 above.
- Vehicles converted by one of our approved converters can benefit from Flexcare plans. However, any faults which may have been caused by these conversions and any servicing operations specific to these converted areas of the vehicle are not covered by the Agreement.

1.3 Ineligible Vehicles

The following Vauxhall vehicles are ineligible for the Flexcare plans:

- a vehicle which is a non-European import;
- a vehicle which has been modified from the manufacturer's original specification;
- a vehicle which has been used as a taxi, mini cab or driving school vehicle;
- a vehicle which has been used for short term hire or daily rental;
- a vehicle which has been used for hire and reward;
- a vehicle which has been used as a delivery or courier vehicle;
- a vehicle which has been driven in a competitive motoring event;
- a vehicle which has been used for public services including police, ambulance, fire, or military service; and
- motorhomes.

1.4 Changes to the terms of this subscription



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These terms and conditions are the ones which currently apply to Flexcare plans and are available from our website. If you decide to enter into an Agreement with us, then the terms in force at the time both you and we have signed the Flexcare Plan Agreement will be the terms and conditions which apply to your Agreement with us for Flexcare plans. We may update the terms and conditions from time to time on our website but the ones which apply to your Agreement with us are those which were in force when entering into an Agreement with you.

1.5 Territoriality

So long as you still have cover under this Agreement, you can take advantage of your Flexcare services in the following countries or territories: Andorra , Austria, Belgium, Bosnia Herzegovina, Bulgaria, Cyprus, Croatia, Czech Republic, Denmark, Estonia, Finland, France (including Corsica), Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy (including Vatican City), Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Monaco, Montenegro, Morocco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland and United Kingdom (including the Channel Islands and the Isle of Man).

For pay and reclaim arrangements when you are travelling abroad in the Territory, please see clause 8.9.

1.6 Service Levels

There are two Flexcare plans; (a) Service Care and (b) Complete Care. We have set out below what is included in each of those plans. If you have any queries, you can call us at the details set out below or visit one of our Vauxhall Authorised Partners.

Service Description	Service Care Service Plan	Complete Care Maintenance Plan
Scheduled Servicing (Clause 2)	✓	✓
Maintenance (see Clause 3)	☒	✓



Parts Failure Replacement (see Clause 4)	☒	✓
MOT Costs (Clause 5)	☒	✓

Key:

✓ - included

☒ - not included**1.6.1 If you pay for your Flexcare plan using a single payment**

You can choose your Flexcare plan based on a time and mileage commitment, and it will expire when you reach the end of the chosen period of time, or when you reach the mileage limit selected, whichever happens first.

1.6.2 If you pay or subscribe to your Flexcare plan as an aftersales product from a Vauxhall Authorised Partner

If you want to pay or subscribe to your Flexcare plan as an aftersales product at one of our participating Vauxhall Authorised Partners, you will have 12 months from the date on which your Vauxhall is first registered to do so, or before the first service is due, whichever happens first.

You can choose your Flexcare plan based on a chosen time and mileage combination, and it will expire when you reach the end of the chosen period of time, or when you reach the mileage limit selected, whichever happens first. You should therefore consider your likely annual mileage when selecting your plan.

Once your chosen Vauxhall Authorised Partner has run through your Flexcare plan with you, you will have the option to pay for your Flexcare plan in a single payment, or by monthly direct debit to SFS (who acts as our payment agent for this purpose).

1.6.3 Where you subscribe to your Flexcare plan when you take out finance for your vehicle



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If you subscribe to a Flexcare plan at the same time as you take out finance with SFS for the vehicle, then you will pay your monthly subscription cost to SFS (which will collect it as our collection agent only) by direct debit. There will be separate direct debits taken, at the same or similar times, one for your finance agreement and one for your subscription for the services we provide to you under this Agreement. It does not mean that your Flexcare plan has been financed by the finance agreement: it has not.

Your Flexcare plan will be for the same mileage and duration as those set out in your finance agreement.

1.7 Parts

If we repair or replace any parts of your Vauxhall under the terms of this Agreement, we may use new parts or reconditioned parts. The parts may be our branded parts, or parts obtained from our network of Vauxhall Authorised Partners, or in some instances we may use parts from the Eurorepar range. The repair or supply of tyres is excluded from the Agreement. Any replaced parts will be disposed of by us and will not be returned to you as specified in clause 1.8.5.

1.8 General Conditions to the Services

1.8.1 The services provided under this Agreement, including the costs associated (which are parts and labour including tax), are included in your Flexcare plan providing they are performed by a Vauxhall Authorised Partner (or our approved breakdown provider) but are subject to the following:

- your Vauxhall must remain registered in the UK (including the Channel Islands and Isle of Man); and
- your Vauxhall must have been used and maintained in accordance with the manufacturer's instructions (these are indicated in the manufacturer's handbook that comes with your vehicle); and
- the scheduled servicing operations and checks specified in the manufacturer's servicing schedule must be recorded in your Vauxhall's warranty and maintenance guide. If you don't have this, you must be able to provide supporting documentary evidence on request (such as servicing monitoring forms, invoices, etc.); and

- the fluid and lubricant levels in your Vauxhall must have been maintained in accordance with the manufacturer's instructions (these are indicated in the manufacturer's handbook).

1.8.2 If there is a manufacturer defect with your Vauxhall, this should be repaired by a Vauxhall Authorised Partner in one of the Territories described in clause 1.5, to whom the manufacturer's handbook must be presented before each repair. Your Vauxhall must be presented to a Vauxhall Authorised Partner as soon as is reasonably possible after the fault is discovered.

1.8.3 The applicable services (under the terms of clauses 2, 3, 4 and 5), which are carried out by a Vauxhall Authorised Partner under this Agreement, will be paid for directly by us, without any advance payment being required from you.

1.8.4 Any repair carried out under this Agreement, with or without replacement of parts, does not extend the duration of your Flexcare plan.

1.8.5 If we remove parts from your Vauxhall and replace them with new parts under this Agreement then Vauxhall Motors Limited (or such other person as it says) will become the owner of those parts that have been removed and you will have no ownership right to them, or any other claim to them.

Clause 2 – Scheduled Servicing

2.1 If your Flexcare plan includes scheduled servicing, this will include the scheduled servicing of your Vauxhall, covering labour and replacement of parts as specified in the manufacturer's servicing requirements for normal conditions of use of your Vauxhall.

2.2 Scheduled servicing on your Vauxhall must be carried out within two months or 1,800 miles of the intervals as specified by the manufacturer, whichever comes first.

2.3 Scheduled servicing covers the cost of any parts and consumables, and the labour time allocated to complete the scheduled service of your Vauxhall, in line with the requirements as specified by the manufacturer and in accordance with the servicing schedule provided with your Vauxhall.



2.4 For full battery electric vehicles (BEVs), scheduled servicing does include a battery state of health check. This is completed at each scheduled service for the duration of the Flexcare plan.

2.5 For any diesel vehicle (passenger car or light commercial vehicle), where there is a requirement as confirmed by the oil degradation indicator, either at the time of scheduled servicing or in between scheduled servicing intervals, your Flexcare plan includes the associated cost of these oil and filter changes for the duration of the plan.

2.6 Scheduled servicing does not cover:

- arduous conditions of use according to the Manufacturer's Scheduled servicing requirements;
- all services not expressly covered by the plan you have chosen;
- the periodic inspections of the anti-perforation warranty;
- the locating of noises;
- navigation updates;
- fragrance refills (if applicable);
- maintenance of wear and tear parts (for Service Care plan);
- replacement of failed parts (for Service Care plan);
- the wheels, tyres, and their balancing; and
- all other costs and expenses.

Clause 3 – Maintenance

This clause only applies if you have opted for the Complete Care plan.

3.1 Maintenance consists of the replacement of parts if, through wear and tear, these parts cannot fulfil the function for which they have been designed. This decision will be taken at the Vauxhall Authorised Partner's reasonable discretion and/or in accordance with any wear indicator provided for this purpose. The following (in particular) are considered parts subject to wear: brake pads, brake discs, brake drums and brake shoes, shock absorbers, wheel bearings, ball joints, remote control batteries, clutch (mechanism, cover, disc, thrust bearing) wiper blades, fuses, bulbs (except discharge bulbs and LEDs).



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Clause 4 – Parts Failure Replacement

This clause only applies if you have opted for the Complete Care plan.

4.1 Parts failure replacement consists of the replacement or repair, at the Vauxhall Authorised Partner's reasonable discretion, of faulty mechanical, electrical, or electronic parts. Where we refer to "faulty", this means the inability of a part to operate in accordance with the manufacturer's specification for a reason which is not wear and tear, normal deterioration, or negligence in caring for the Vauxhall on your part. If other parts on your Vauxhall are damaged by a faulty part, these will be replaced or repaired under the same conditions.

4.2 Where there is a faulty part on your Vauxhall whilst your manufacturer's warranty still applies, your claim should be made against the manufacturer's warranty. After the expiry of the manufacturer's warranty, the parts failure replacement part of your Flexcare plan can be relied upon as an extension to the manufacturer's warranty, subject to the limitations below.

4.3 The Parts Failure Replacement does not include or apply to:

- any diagnostic time which doesn't result in a valid claim under these terms.
- any loss, damage or failure which occurs while the vehicle is outside the geographical territories as defined within clause 1.5.
- sinking or immersion (in water), damage caused by natural disasters, vandalism, attack, riot, immobilisation by the police, acts of war, terrorism, accident, fire, theft, or attempted theft.
- the replacement, fitting, maintenance or repair of parts, equipment or accessories not originally fitted to your Vauxhall and/or that are not approved by the manufacturer, and any related consequences.
- the consequences of repairs, conversions or modifications carried out by a business other than a Vauxhall Authorised Partner.
- damage caused using fluids, parts or accessories which are not genuine or of equivalent quality.
- the use of unsuitable or poor-quality fuels (including charging solutions) not recommended by the manufacturer.
- damage caused by natural phenomena, hail, flooding, lightning, storms, or other atmospheric hazards.
- damage caused by accident, fire, theft, attempted theft, riots.



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- repairs resulting from negligence, a driving error, incorrect use of your Vauxhall (overloading, competition, racing etc.) or failure to comply with the servicing operations, in strict conformity with the manufacturer's recommendations.
- failures and/or discharging of your Vauxhall's batteries due to incorrect electrical connection, the electrical supply, the electrical installation or the current used.
- breaking of or damage to glass and headlamp units, lamps or mirrors, the loss of trims or remote controls, door seals.
- bodywork repairs, washing, polishing, and cleaning.
- work on the bodywork and passenger compartment, including cleaning, and repairs of door trims, upholstery, and carpet in case of wear.
- vibrations and noises linked to your Vauxhall's standard operation.
- deterioration such as discoloration, alteration, or distortion of parts due to normal ageing linked with the use of your Vauxhall, its mileage, or its geographic and climatic environment, if this replacement is not due to a manufacturing defect.
- navigation updates.
- fragrance refills.
- servicing and maintenance that doesn't comply with the manufacturer's recommendations or is deemed optional between two periodic scheduled services.
- settings (doors, front axles, parallelism, wheel balancing, etc.).
- the wheels, tyres, and their balancing.
- loss of keys, covers or remote controls.
- the direct or indirect consequences of any repairs carried out outside of the Vauxhall Authorised Partner network.
- the direct or indirect consequences of a failure to report a fault to a Vauxhall Authorised Partner as soon as you become aware of it.
- the direct or indirect consequences of a failure by you to response to an invitation by a Vauxhall Authorised Partner to have your Vauxhall repaired as soon as possible.
- the modifications necessary to ensure that your Vauxhall conforms following a change of legislation which comes into force after the delivery of your Vauxhall.
- all other costs included but not limited to the costs incurred because of your Vauxhall being off the road, such as loss of enjoyment or use.

Clause 5 – MOT Costs

This clause only applies if you have opted for the Complete Care plan.



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5.1 The MOT must be carried out in the UK, Channel Islands, or Isle of Man in accordance with UK government and legal requirements. To do this, your Vauxhall must be presented to one of our Vauxhall Authorised Partners at the latest 5 days before the MOT is legally due. If the MOT reveals the need to carry out repairs which are covered under this Agreement, these will be carried out by our Vauxhall Authorised Partner at no additional cost to you. If any necessary repairs are not covered by your Flexcare plan under this Agreement, then a repair quotation will be given to you, and you can choose to have your Vauxhall repaired by our Vauxhall Authorised Partner or by any other reputable and skilled repairer of your choice.

5.2 After your Vauxhall's MOT, either:

- it obtains the MOT certificate - in this case your Vauxhall will be returned to you with the MOT certificate; or
- if your Vauxhall fails its MOT, the cost of the initially failed MOT is still included within this Agreement.

IMPORTANT: In either case, if you choose not to use our Vauxhall Authorised Partner to repair your Vauxhall, then you will be responsible for the cost of the repairs and the costs of any repeat MOTs.

Clause 6 – Price and Payment

The price for your chosen Flexcare plan is the one provided to you by a Vauxhall Authorised Partner.

6.1 The cost for your chosen Flexcare plan is fixed throughout the duration of this Agreement.

6.2 If you decide to pay for your subscription each month, you will be required to complete a direct debit mandate.

6.3 Where you have chosen to pay a single payment, you must pay it to the Vauxhall Authorised Partner (who will collect it as our payment agent).



Clause 7 - Ending Your Agreement

7.1 If you are thinking about ending your Agreement but you wish to know whether further payment is still due or if any reimbursement is due to you, then you can request this information by contacting us as set out in clause 8.1. Please provide full details of your Agreement, along with the expected end date, and we will be able to confirm (based on the total benefit that has been claimed or is expected to be claimed under the terms of this Agreement) using the anticipated end date provided.

Such a request for information in relation to your Agreement, will be calculated using the information available to us at the time, and we will calculate the benefit already used under this Agreement against the total payments received from you, whether these are received as a single payment or monthly subscription payments. For example, for a single payment plan, if the full benefits under the Agreement have not been used, we can tell you the reimbursement amount due. This request for information will not be accepted as a request to end your Agreement until you specifically contact us to do so.

7.2 If you wish to end this Agreement at any time, for whatever reason (such as but not limited to the sale of the vehicle), you are able to do so by contacting us as set out in clause 8.1. Please provide us with full details of your Agreement.

A request to end your Agreement will be considered. We will contact you to confirm the outcome of this review and at this time, we will be able to confirm if either further payment is still due or if there is a reimbursement due, and process this where applicable. If you are making monthly payments by direct debit, please contact us at least 15 days prior to the next payment due date for the direct debit so that we can consider your request. Your next direct debit payment may be taken if we do not have sufficient notice to process your request to end this Agreement.

For all requests to end this Agreement, other than those circumstances as detailed in clause 7.3, the end date will be taken as the date that your request is received by us.



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7.3 If your Vauxhall is damaged in an incident and declared beyond technical or economical repair by your insurer, this Agreement will automatically end at the date of the incident. If your Vauxhall is stolen and hasn't been found within 30 days, this Agreement will automatically end on the date of the theft. In either of these cases (accident or theft), you must tell us as soon as possible and provide us with proof of the damage or theft by way of expert report, certificate of destruction, or police report (as applicable). This correspondence must be accompanied:

- if your Vauxhall is written off, by a photocopy of the declaration of the insurance company or of the assessor declaring that the vehicle is classified as a write-off; and
- if your Vauxhall is stolen, by a photocopy of the theft report to the appropriate authorities and a photocopy of the vehicle reimbursement agreement from the insurance company.

7.4 In the circumstances set out in clause 7.3, your Agreement under these terms will come to an end. We will process and manage the end of this Agreement as set out in clause 7.2.

7.5 If you've chosen to pay your subscription monthly, we can end this Agreement straight-away if you miss a payment and it is still unpaid 28 days after we remind you.

7.6 For the duration of this Agreement, you must live in the UK (inclusive of the Channel Islands or the Isle of Man). If you do not do so, this Agreement will automatically end. We will process and manage the end of this Agreement as set out in clause 7.2.

Clause 8 – General Terms

8.1 For Flexcare plan queries or complaints, you can visit our website to find out more about how to [contact us](#) or choose to contact us by telephone 0800 026 0034 (cost of a local call) or in writing to Vauxhall Motors Limited, Pinley House, 2 Sunbeam Way, Coventry. CV3 1ND

To maintain the highest quality of service and for staff training purposes, telephone calls will be monitored and/or recorded. We abide by the Motor Industry Vehicle Warranty Products Code of Practice which can be found on [the Motor Industry Vehicle Warranty Products Code of Practice website](#)



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The Motor Ombudsman Website at www.TheMotorOmbudsman.org. The Motor Ombudsman will offer free impartial information and if appropriate an alternative dispute resolution process in the event that you are not satisfied with the outcome of a concern. For further information, you can visit The Motor Ombudsman website at www.TheMotorOmbudsman.org or call their Information Line on 0345 241 3008.

8.2 The Agreement is governed by English law and is subject to the English Courts if you live in England or Wales at the date of this Agreement. If you live in Scotland or Northern Ireland at the date of this agreement, the governing law and applicable court will be the country in which you live at the date of this Agreement.

8.3 Full details of how we use your personal information, including how to get in touch and ask questions or exercise your rights, please refer to our [Privacy Policy](#).

8.4 We can transfer our Agreement with you, so that a different organisation is responsible for supplying your Flexcare services. We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the Agreement. You can't transfer this Agreement to anyone else.

8.5 If a court invalidates some of this Agreement, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

8.6 Even if we delay in enforcing this Agreement, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

8.7 We are responsible to you for any loss or damage you suffer that is a foreseeable result of our breach, or our failure to use reasonable care and skill. Nothing in these terms excludes, limits (or is intended to exclude or limit) our liability for (a) death or personal injury caused by our negligence or that of our employees, agents, or subcontractors, (b) fraud or fraudulent



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misrepresentation by us or our employees, or (c) breach of your legal rights in relation to your purchase of your Flexcare plan.

8.8 We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, both we and you knew it might happen when you entered into this Agreement.

8.9 The pay and reclaim arrangements when you are travelling abroad in any of the territories mentioned in clause 1.5 are as follows:

- For costs incurred in payment of the applicable services (under the terms of clause 2, 3 and 4), which are carried out by one of the Vauxhall Authorised Partners under the Agreement, you can claim this back from Vauxhall Motors Limited.
- To do so, please present your completed claim form, which is available as an Appendix 1 to these terms, with proof of payment (such as a receipts and invoices) to any of our UK Vauxhall Authorised Repairers for processing your claim. We may ask you to supply original documents. All expenses not referred to in the Agreement will not be reimbursed. No compensation will be paid for services used but excluded from the Agreement, in return for services provided but not used.



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APPENDIX 1 – CLAIM FORM

If you have paid any costs that are covered under your Agreement, please complete this claim form within 90 days of those costs being incurred. Please complete this form with copies of your receipts to a UK Vauxhall Authorised Repairer

Personal and Contract Details

Name: Title _____ Initial _____ Surname _____

Address

_____ Post Code _____

Preferred Telephone Numbers

Home _____

Mobile _____

Email address: _____

Flexcare Agreement Number: _____

Vehicle make and model

_____ Registration Number

Claim Details



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Date of Incident

Details of the repairing VAUXHALL Authorised Partner

Receipt Date	Details of the claim and why you are claiming	Amount	Receipt Attached	Preferred Payment Method	Vauxhall use only

Make sure you have enclosed the following:

Claim form: ☐

Receipts (or copies of receipts): ☐

Declaration:

I declare the above information is true and complete to the best of my knowledge. I understand that my details will be used by VAUXHALL MOTORS LIMITED and Vauxhall Authorised partners in order to process my claim. For further details, please refer to our [Privacy Policy](#). I have enclosed documents as required in support of my



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claim. Failure to provide all the relevant information with this claim form may delay the processing of your claim.

Signature

__Date ____/____/____