



pearlyachtswarranty.com

#### CONGRATULATIONS

Congratulations and thank you for purchasing your Pearl Yacht.

Pearl Yachts make a committed declaration backing the quality of its products by offering a comprehensive five-year **Warranty**.

Beginning in January 2018, Pearl Yachts extend our **Warranty** commitment to 2+3 years. For the first 2 years, the **Warranty** covers the complete Pearl Yacht and for the following 3 years, the **Extended Warranty**, covers all major components.

During the first two years of usage, your new Pearl Yacht **Warranty** offers repair or replacement of defective parts for the entire yacht.

The additional **Extended Warranty** of 3 years for major components takes effect when the initial **Warranty** period has expired. This provides additional protection for you, the yacht owner.

This booklet explains exactly what is covered by your Warranty and how to make a claim if you have the need to.

"OUR new five-year warranty plan reflects both our desire to offer outstanding customer service as well as the total confidence we have in our product and we believe it is unprecedented in the industry."

Iain Smallridge, Pearl Yachts Managing Director



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#### **WARRANTY - DEFINITIONS**

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout and will appear with a capital letter and in bold.

- 1. We/Us/Our/Pearl: means Pearl Yachts Limited, Unit 4, St Georges Business Park, Warwick, Warwickshire, CV34 5DR. Company Registration 8068803. pearlyachts.com & pearlyachtswarranty.com
- 2. You/Your/Yourself/Owner: means the person named on the Warranty Schedule.
- 3. Yacht/Boat: means only the Yacht as identified on the Warranty Schedule.
- **4. Commencement Date/Period:** means the dates shown on the Warranty Schedule showing the start and end dates of the coverage.
- 5. **Defect:** means a professionally evaluated deviation from the normal quality of the **Boat** or from specifications and reference values, as established by the manufacturer. These defects may include construction, manufacturing or structural defects which have an effect on the normal usability and quality of the **Boat**. Shortcomings and defects in such parts, which generally require servicing or adjustment according to the service manual, shall not be deemed defects if the problem does not persist after the adjustment or service. Slight surface imperfections, caused by the weather, which did not affect the strength or the usability of the **Boat**, or small irregularities in painting, lacquering, timberwork or chroming of the Boat shall not be deemed defects. Defects caused by using the **Boat** in a way for which it was not intended are not covered by the Warranty.
- 6. **Breakdown:** means the sudden and unforeseen failure of a covered Component arising from any permanent mechanical, electrical or electronic defect, causing sudden stoppage of its function, necessitating immediate repair or replacement before its normal operation can be resumed.
- 7. Claim: means a claim under the Warranty or Extended Warranty made by the **Owner** or authorised representative.
- **8.** Level of Cover: means the description of parts section in the Warranty and as stated on the Warranty Schedule.



- 9. Component: means any mechanical, electrical and electronic part, which forms part of the Manufacturer's original specification, under the relevant Level of Cover.
- **10. Geographical Limits:** means the area in which this Warranty is effective as stated on the Warranty Schedule.
- 11. Repair Cost: means the cost of both repair materials and labour (including VAT where appropriate) necessitated in rectifying the **Breakdown**.
- **12. Repairer:** means any VAT registered full-time business providing a qualified repair service
- 13. Claim Number: means a number issued by Us to You or to Your Repairer as proof that a Claim has been submitted by You for investigation.
- **14. Repair Number:** means a number issued by **Us** to **You** or to **Your Repairer** as proof that a repair has been authorised.
- **15. Replacement Cost:** means the cost of replacement **Components** of similar make and quality as the **Component** that had suffered **Breakdown**, including the labour cost of fitting the new **Component**, in line with part manufacturer list prices.
- **16. Servicing Handbook:** means the handbook which was issued by the manufacturer and which details the servicing and maintenance requirements.
- 17. Single Repair Limit: is the maximum amount that can be claimed per Breakdown during the Period
- 18. Aggregate Repair Limit: is the maximum amount that can be claimed in total during the **Period**
- **19. Wear and Tear:** means the gradual deterioration associated with normal use and age of the **Yacht** and its **Components**.
- **20. Worn Out:** describes **Components** which have reached the end of their normal effective working lives because of age and/or usage.



- 21. Damage: means accidental, criminal or other damage howsoever arising.
- **22. Misuse:** means criminal damage, damage by a third party, where repairs have been carried out without the authorisation of Pearl Yachts Ltd. Pearl Yachts Ltd will exercise their discretion on assessing the misuse and will act as expert the decision will be final as to what constitutes misuse.

For **Your** security, **Our** Extended Warranty is secured and managed through Boats & Yachts Warranty. Please contact Pearl Yachts for further information.



# UNDERSTANDING YOUR WARRANTY -YEARS 1 & 2

Please read this Warranty carefully and make sure **You** understand and fully comply with its requirements.

Please ensure **You** keep this document in a safe place so **You** can read it again if **You** need to.

### The Warranty

This Warranty:-

- Document contains details of the cover **You** have, what is excluded and the other requirements of this warranty.
- Specifically provides that where a Warranty has been issued by the manufacturer of equipment fitted to the **Boat** the manufacturer's Guarantee/Warranty will take precedence over this Warranty.
- Will only apply if works need to be carried out on the **Boat** and the **Owner** ensures that the **Boat** is delivered to Pearl for repair, or to another boat repairer that has been previously authorised by Pearl to carry out repair work (that consent must have been previously authorised in writing). In the event that the **Boat** is repaired by another without the consent of Pearl such work will invalidate the effect of this Warranty in its entirety.
- The **Owner** is liable for the proper functioning of the **Boat** and its proper performance during the period of the Warranty. If this requirement is not met, the Warranty will be invalidated.

#### The Schedule

This should be kept with the Warranty document, as it contains **Your** details, details of the **Yacht**. **Level of Cover** and the **Period** of Cover.

Please check that the information contained in the schedule is correct. If it is not, please contact customer services (tel: +44 (0)3300 101 101) or log in to your account at pearlyachtswarranty.com to update your details.



#### WHAT IS COVERED - YEARS 1& 2

The **Yacht** detailed in **Your** Warranty Schedule and all items fitted by **Us** is guaranteed by **Us** subject to these terms. In addition, **We** guarantee against:

Defects in the hull construction
Defects in the superstructure construction
for 5 years (reduced to 3 years if used for commercial)

This Warranty shall only be valid provided that:-

- 1. The **Boat** is returned by the **Owner**, subject to the **Owner** paying the costs of returning the **Boat**, to a **Pearl** authorised dealer for inspection by a representative of Pearl. In the event that the **Owner** is not able to return the **Boat** to **Pearl** authorised dealer, Pearl Yachts Ltd. will arrange for a Pearl representative to attend to inspect the **Boat**. This is on the condition that the **Owner** bears the associated costs of travel and subsistence arising in respect of the Pearl representative attending on the **Boat**;
- 2. The **Owner** is required to notify Pearl Yachts Ltd in writing within the corresponding Warranty period relating to use of the boat as described in point number 4 below, from the date of this Warranty.
- 3. The maintenance schedules contained in the "maintenance section" of the manual have been followed by Pearl's approved service personnel and evidence of the work carried out will be supplied upon request.
- 4. The **Owner** is required to report any defect in writing within a reasonable period of time from the moment that the defect is identified or may reasonably have been identified. This notification can be made within one **(1)** month from the actual date of noticing the defect. However, the **Owner** shall ensure that the damage does not increase through the **Owner's** actions or neglect. When notifying Pearl Yachts Ltd of a **Defect**, the **Owner** must provide a detailed description of the Defect together with supporting documentation to show why the fault has occurred.

All authorised repairs and replacement parts covered by this Warranty are to be carried out by Pearl Yachts Ltd or by qualified persons authorised by Pearl Yachts Ltd only.



#### WHAT IS NOT COVERED - YEARS 1 & 2

# The items listed under the following headings are <u>NOT</u> covered.

- 1. Scheduled check-ups, maintenance and repair or replacement of components due to normal wear and tear and/or Misuse.
- 2. Transport costs and risks directly or indirectly relating to the Guarantee of the Boat and its components.
- 3. Damage to the boat and/or its contents resulting from:
  - Abuse or Misuse and/or failure to use the Boat and its components for normal purpose, or in accordance with the Operating Manuals or specific instructions issued by Pearl Yachts Ltd.
  - Any modifications or additions to the Boat carried out after the date hereof, unless carried out by a qualified person with the prior written authorisation of Pearl Yachts Ltd.
  - Any damage caused by piloting the boat with a known Defect.
  - Where the Owner demands Pearl Yachts Ltd inspect and repair the Boat and the Defect is not covered by the Warranty, Pearl Yachts Ltd may charge the buyer for inspection and repair costs. The same applies to the costs for transportation of the Boat and any travel expenses for repair personnel.
  - Direct or indirect damages due to a defect where the Boat is outside of the EU, Norway, Switzerland, Iceland and or European Waters and U.S.A.
  - Protection, storage or insurance costs, Payment of taxi, hotel, telephone or other similar costs for loss of income or for the non-usability of the Boat;
  - Personal injury, or other indirect damages such as the damage to property of third parties caused by the defective Boat.
  - All equipment including, but not limited to, engines, gearboxes, controls, propellers etc., which have their own separate warranties from their respective manufacturers.
  - Any filters, impellors or other smaller parts associated with any.



equipment will not be covered under warranty if the equipment's service/maintenance advised schedule has not been adhered to.

- 4. If the batteries are allowed to be drained resulting in an out-put of 11 Volts DC they will not be covered under warranty.
- 5. Light bulbs and fuses are not covered under warranty as they are consumable parts.
- 6. Repairs carried out by unauthorised persons.
- 7. Breakages to any external windows or portholes and damage to covers and awnings.
- 8. Damage to gel coat, including minor gel coat discoloration, cracks, crazing or air voids, fading or oxidation of gel coat.
- 9. Damage to internal décor finishes, included but not limited to wood (varnishes, stains and paints), fabrics, vinyl's, plastics, plated or painted metal, ceramics, stainless steel finishes, as a result of condensation, sunlight, solvents or cleaning products etc.
- 10. All exterior, customer specified finishes such as paint or vinyl wrapping of hull, above deck, bathing platform and hardtop, with the exception of stock boats which will only be covered for 1 year from sale, and will only cover the application workmanship. Neither customer specified exterior finishes or stock boats shall be covered for any damage as a result of condensation, sunlight, solvents or cleaning products ect.
- 11. Damage arising from the Boat being overloaded or overdriven (in excess of design considerations or specified rating and capacity).
- 12. Any loss suffered, costs incurred in respect of the loss of a charter income.

This Warranty will not cover items which already have the benefit of a Warranty under a separate manufacturer's Warranty, although Pearl is willing to liaise with the manufacturer on behalf of the Owner of the Boat if necessary.



#### WARRANTY REQUIREMENTS - YEARS 1 & 2

# You must comply with the following requirements to have the full protection of Your Warranty.

#### 1. Servicing requirements

The Yacht must be serviced as per the OEM's scheduled recommendations
as detailed in the OEM's Servicing Handbook relevant to the specified
parts.

#### 2. During the Warranty period:

- If the **Boat** is used for commercial or charter use and/or hire or reward at any time during the period of the Warranty then this Warranty shall only be valid for the first twelve (12) months of that period.
- If the **Boat** is used solely for private recreational purposes and not for commercial or charter use and/or hire or reward during the period then this Warranty shall be effective for two (2) years
- In the absence of a service history commencing on the date of this Warranty, then this Warranty shall be effective for one (1) year.
- For the avoidance of doubt, this Warranty will be effective for either one or two years commencing on the date of this Warranty depending upon the use of the conditions stated above.
- The Warranty is valid in most EU and US countries to be confirmed by the manufacturer at point of sale.
- Pearl Yachts Ltd shall carry out repair work within a reasonable period of time, depending on the quality and extent of the Defect, from the date that the buyer reported the **Defect** and delivered the **Boat** for repair.
- The **Owner** shall procure that the conduct, negotiation, settlement or litigation of the **Claim** by or against such third parties is, so far as is reasonably practicable, carried out in accordance with the wishes of Pearl Yachts Ltd and at a cost to the **Owner**, subject to the **Owner** providing timely instructions to **Pearl** and providing reasonable security for any costs and expenses which might be incurred by Pearl Yachts Ltd.
- The **Owner** shall provide reasonable access to premises and personnel and to any relevant assets, documents and records within their, possession, power or control for the purpose of investigating any **Claim** and enabling Pearl to carry out the works necessary under the terms of the Warranty.



- Any costs incurred by Pearl Yachts Ltd arising from any Claim which proves
  to be outside of the provisions of this Warranty or any manufacturer's
  Warranty incurred through Pearl Yachts Ltd having to replace or fit
  equipment to a Boat will be borne by the Owner. Such costs may cover
  travel, wages, subsistence, materials or any other costs associated with
  such a Claim.
- Pearl Yachts Ltd shall not be liable for any incidental or consequential damages in breach of any express or implied term of this Warranty. Any costs incurred by Pearl Yachts Ltd having to defend a Claim made by an Owner or other third party for the loss of charter income shall be charged to the Owner of the boat.

#### 3. Force Majeure

- If either party is affected by Force Majeure, it shall immediately notify the other party in writing of the matters constituting the Force Majeure and shall keep that party fully informed of their continuance and of any relevant change of circumstances whilst such Force Majeure continues.
- The party affected by Force Majeure shall take all reasonable steps available to it to minimise the effects of Force Majeure on the performance of its obligations under this Warranty.
- Force Majeure shall not entitle either party to terminate this Warranty and neither party shall be in breach of the Warranty or otherwise liable to the other, by reason of any delay in performance, or non-performance of any of its obligations due to Force Majeure.
- If the party affected by Force Majeure fails to comply with its obligations under clause 3.1 and 3.2 above then no relief for Force Majeure, including the provisions of 3.3 above, shall be available to it and the obligations of each party shall continue in force.
- If the Force Majeure continues for longer than 3 months **We** may at any time, whilst such Force Majeure continues, by notice in writing to the **You**, immediately terminate the Warranty.



# UNDERSTANDING YOUR EXTENDED WARRANTY, YEARS 3,4+5

Please read this Extended Warranty carefully and make sure **You** understand and fully comply with its requirements.

Failure to do so may jeopardise the payment of any Repairs which might arise and could lead to the Warranty becoming void.

Please ensure **You** keep this document in a safe place so **You** can read it again if **You** need to.

#### The Extended Warranty

This Extended Warranty:-

- document contains details of the cover **You** have, what is excluded and the other requirements of this Extended Warranty.
- is designed to pay for **Repair Costs**, or at **Our** option, the **Replacement Costs**, as a result of **Breakdown**.
- provides only the coverage as stated in this document

#### The Schedule

This should be kept with the Warranty document, as it contains **Your** details, details of the **Yacht**, **Level of Cover** and the **Period** of Cover.

Your Pearl Warranty is either a 2+3 year Pleasure Warranty or reduced to 1+2 year Commercial Warranty.

Please check that the information contained in the schedule is correct. If it is not, please contact customer services or log in to your account to update your details.



## Type of Cover - Extended Warranty

This Extended Warranty provides cover for **Repairs** or **Replacement Costs**, incurred as a result of a **Breakdown** (as defined in the cover wording).

You are covered up to the **Single Repair Limit** in respect of each repair, except where otherwise stated in the **Level of Cover**, and the aggregate value limit as a total for all repairs.

The **Aggregate Repair Limit** will be reduced by the cost of any repairs during the period.

Your schedule will show the Level of Cover You have.

### Eligibility

**You** are eligible for this Warranty, provided during the period **Your Yacht** is:

- permanently registered to **You** and
- its engines are less than 15 years old and have less than 10,001 hours of usage



# WHAT IS COVERED - EXTENDED WARRANTY, YEARS 3,4+5

This **Extended Warranty** is designed to pay for **Repair Costs**, or at **Our** option, the **Replacement Costs**, of any **Components** that have suffered **Breakdown** during the **Period**, whilst **Your Yacht** is within the **Geographical Limits**.

Subject to this, You are covered up to the Single and the Aggregate Repair Limits.

The **Aggregate Repair Limit** will be reduced by the cost of any claim during the **Period** of cover.

Cover does not extend to the cost of parts that are replaced at the time of repair but which have not suffered **Breakdown**.

Following a **Breakdown**, **We** will not cover any replaced **Component** during the term of any manufacturer's guarantee relating to that **Component**. Our cover will start again on expiry of that guarantee, if it is within the **Period** of Cover.

#### **REPAIR LIMITS**

The Single and Aggregate Repair Limits are as stated on Your Schedule

#### **IMPORTANT**

The above limits are also subject to an overall limit of 4 hours in total for investigation and/or removal of the deck and/or the superstructure of the **Yacht** in connection with a covered Repair.

If further time is required for this purpose **You** will be required to pay for this.

#### HOIST / HAUL-OUT COVERAGE

A hoist / haul-out and storage allowance up to a maximum of £750 is automatically included.



#### **COVERAGE - EXTENDED WARRANTY**

There are two elements to our **Extended Warranty** Plans.

#### 1. Core Extended Warranty

Our Core Warranty provides coverage for engine(s), Drive(s) and the associated electrics.

# 2. Extended Warranty Additions

Cruiser Pack - this includes:

Appliances, Audio Visual, Electrics AC/DC, Helm Gauges, Navigation, Trim Tabs, Water Systems, Winches

- Air Conditioning & Heating
- Generator
- Hydraulics
- Satellite Communication
- Sunroof/Hardtop
- Thrusters

For a full breakdown of coverage for each item, please refer to the relevant section:

Core Extended Warranty: page 19-20 Extended Warranty Additions: page 21-24



#### **COVERAGE - EXTENDED WARRANTY**

#### **Core Extended Warranty Coverage**

Only the **Components** listed under the following headings are covered, any item not specifically mentioned is not.

**Engine** 

All internal lubricated parts including: pistons, piston rings and pins, crankshaft and main bearings, rod bearings, timing chain, timing gears, rocker arms, cover, valves, valve springs, guides and seats, valve pushrods, lifters, camshaft and bearings, cylinder heads, cylinder barrels, intake manifold, exhaust manifold, flywheel and ring gear, harmonic balancer, oil pan, oil pump, engine mounts, distributor housing, shaft and bearings, oil cooler housing, oil filter housing, turbocharger housing and all internal parts, turbocharger waste gate actuator, seals and gaskets.

Diesel Engine

All parts included in the engine section including head bolts, air intake housing, flywheel housing and front covers.

Lubricating System

Oil injection pump, drive gear and/or shaft, oil tank, oil cap, oil level sensor, warning horn, oil lines, complete oil injection metering system, oil injection check valves, seals and gaskets.

Cooling System

Engine water pump (excluding outboard impellers), coolant circulating pump, heat exchangers, seals and gaskets.

Fuel System

Fuel distributors, fuel injection pump, electronic fuel injector, control unit, flame arrestor, fuel pump, carburettor body, diaphragm.

Transmission

All internally lubricated parts within the transmission case, transmission mounts, oil pan, gears, bearings, bearing carriers, clutch and thrust plates, clutch drums, shift bands, hydraulic pumps, valve bodies, seals and gaskets.

Shaft Drive
Bearings and couplings.



### V-Drive (if applicable)

All internally lubricated parts within the V-Drive case, case, bevel gears, bearings, thrust bearings, shafts, shims and bearing carriers, seals and gaskets.

## Pod and Stern Drive/Upper and Lower Units

All internally lubricated parts contained within the gear case and upper housing.

### Steering

Steering control helm assembly, control rack and pinion and yoke assembly, power steering pump, hydraulic steering head, hydraulic steering lines and control valves, power cylinder assembly, steering wheel and coupling, steering cable, seals and gaskets.

#### Controls

Shift and throttle control cables, ignition switch, neutral start switch, throttle cam lever, Electronic Shift and Throttle controls including ECU's and Actuators.

#### **Electrical**

Alternator, stator, starter, power tilt motor, voltage regulator, regulator rectifier, engine wiring harness, engine terminal blocks, choke solenoid, starter drive, ignition coil, starter solenoid, switch box, ignition module, trigger.

### Electronic Fuel Injector Coverage

Fuel injectors, electronic control modules, throttle position sensor, idle speed solenoid, detonation, knock sensor, ignition control sensor, mass air flow sensor, manifold absolute pressure sensor, crank position sensor, air temperature sensor, coolant sensor, injector wiring harness, fuel injection lines and fittings, all electronic injection sensors and controls



#### **COVERAGE - EXTENDED WARRANTY**

#### **Extended Warranty Additions**

Only the Components listed under the following headings are covered, any item not specifically mentioned is not covered.

#### Air Conditioning & Heating

Air Conditioning: Compressor, condenser, heat exchanger, evaporator, thermostat, capacitors, relays, fans

**Heater:** Heating element, blower motor, wiring harness, control switches.



#### Appliances 1

Central Vacuum System: 110V or 220V Vacuum motor, wall access panel Clothes

**Washer/Dryer:** Internal mechanical parts, motors, wiring, switches **Cooker Top:** Thermostat, thermocouple, burner assembly, burner valves, ignitor, electric element

**Oven:** Thermostat, thermocouple, burner assembly, burner valves, ignitor, electric element Dish Washer: Internal mechanical parts, motors, wiring, switches

Freezer: Thermostat, cooling unit, thermocouple, module, fan

Ice Maker: Thermostat, cooling unit, thermocouple, module, fan, pump BBQ - Griddle: Thermostat, thermocouple, burner assembly, burner valves,

ignitor, electric element Microwave Oven: Microwave Oven **Refrigerator:** Thermostat, cooling unit, thermocouple

Trash Compactor: Control switches, wiring, electric motor, compression

components



#### Audio Visual

**TV:** All TV components

**DVD Player:** All DVD player components

Camera: All camera components

**TV Antenna:** All TV antenna components **AM/FM Radio:** All AM/FM radio components

CD Player: All CD player components **CD Changer:** All CD changer components **Speakers:** All speakers components



# Electrics AC/DC

Bilge Blower: Control panel switch, wiring harness, blower motor

Bilge Pump: Control panel switch, wiring harness, bilge pump, float switch **Horn:** Air horn, air horn compressor, air solenoid, control panel, electric horn

Windscreen Wipers: Control panel switch, wiring harness, wiper motor Navigation Lights: Control panel switch, wiring harness, light unit

Cabin Lights: Control panel switch, wiring harness, light unit

Cockpit Lights: Control panel switch, wiring harness, battery charger

**Docking Lights:** Control panel switch, wiring harness, light unit Battery Charger: Control panel switch, wiring harness, light unit **Underwater Lights:** Control panel switch, wiring harness, light unit Loud Hailer: Control panel switch, wiring harness, control unit, speaker

**Inverter:** Control panel switch, wiring harness, inverter

**Shore Power:** On board receptacle(s), shore power main switch(es) Solar Power: Control panel switch, wiring harness, solar panel, charge controller

**Spotlight:** Control panel, horizontal control motor, vertical control motor **E-Plex:** Control panel, control modules, interface modules, equipment modules, lighting modules, power modules, relays.



#### **Generator**

Engine: Rocker assembly, including hydraulic followers, inlet and exhaust valves (not burnt valves), springs and guides, cylinder head (not cracks and de-coking), cylinder head gasket (except skim), push rods, camshaft and followers, timing gears and chains, oil pump, pistons and rings, cylinder bores, con rods, gudgeon pins and bearings, crankshaft and bearings, inlet manifold, flywheel and ring gear

**Electrical System:** Starter motor, Alternator set, temperature sensing switch and voltage regulator, Electronic control unit

#### 🔭 Helm Gauges

**Tachometer:** Display, wiring harness

**Speedometer:** Display, wiring harness, pitot tube, paddle wheel

Oil Pressure: Display, wiring harness **Power Trim:** Display, wiring harness Engine Voltage: Display, wiring harness Fuel Level: Display, wiring harness, sender **Engine Temperature:** Display, wiring harness Digital Depth: Display, transducer, wiring harness



# **Hydraulics**

**Hi-lo Swim Platform:** Hydraulic cylinders, hydraulic pump, wiring harness, control panel

**Passerell/Gangway:** Hydraulic cylinders, hydraulic pump, wiring harness, control panel

**Engine Hatch:** Hydraulic cylinders, hydraulic pump, wiring harness, control panel

**Crane/Tender lift:** Hydraulic cylinders, hydraulic pump, wiring harness, control panel

**Stabilizer System:** Hydraulic cylinders, hydraulic pump, wiring harness, control panel

**Tender Garage Door:** Hydraulic cylinders, hydraulic pump, wiring harness, control panel

# Navigation Navigation

Radar: Display, wiring harness, antenna GPS: Display, wiring harness, antenna Plotter: Display, wiring harness, antenna

**Electric Compass:** Display, wiring harness, antenna **VHF Radio:** Display, wiring harness, antenna, speaker

AIS System: Display, wiring harness, antenna

Auto Pilot: Display, wiring harness, control unit, hydraulic pump, electrical

motor, compass

# Satellite Communications

**Satellite TV Receiver:** All satellite TV receiver components

Satellite Broadband Antenna: All broadband antenna components

**Satellite TV Antenna:** All satellite TV antenna components

Satellite Phone Antenna: All satellite phone antenna components

# Sunroof/Hardtop/Awning

**Sunroof/Hardtop:** Motor / gear box unit, electrical control box, control panel switch, wiring harness

# **Thrusters**

**Stern Thrusters:** Electric motor, hydraulic pump, wiring harness, control panel, battery charger

**Bow Thrusters:** Electric motor, hydraulic pump, wiring harness, control panel, battery charger

# Trim Tabs/Interceptors

**Trim Tabs:** Pump, planing plates, trim cylinders



# Water Systems

**Live Well:** Control panel switch, wiring harness, pump

Waste System: Vacuum generator pump, macerator, gate valves,

connections

Water System: Fresh water pump, water heater, shower drain sump pump,

sink faucet(s)



**Winches:** Hydraulic motor, push rod assembly, spring, centre stem, gear spindle, rachet pawl gear, pawl, Bearing, roller bearing, drive shaft **Windlass:** Electric motor, wiring harness, helm station control panel





# WHAT IS NOT COVERED - EXTENDED WARRANTY, YEARS 3,4+5

The items listed under the following headings are NOT covered.

1. Wear and Tear, and Worn Out Component(s)

#### 2. Yacht:

- whose **Components** which would ordinarily be covered by this Agreement have been customised or modified in any way from the manufacturer's specification, or,
- owned temporarily or otherwise (resulting from trade-in or acquisition for the purposes of resale) by a business formed for the purposes of selling or servicing **Yacht**, or used for competition, trial or racing

#### 3. Repair or Replacement Costs of Components:

- which were faulty or had suffered a Breakdown prior to commencement of the plan, or
- where the repair, replacement, loss, damage or liability is claimable on any other existing warranty or guarantee, or
- necessitated due to inherent faulty design, manufacturing fault or following a recall by the manufacturer, or
- any damage caused by the Yacht being piloted with a fault, or
- where the **Breakdown** was caused by, or occurring to :-
  - any modification from the manufacturers' specification,
  - any accessory or equipment not fitted and supplied with the Yacht at the time of manufacture,
  - any experimental equipment whether or not supplied by the manufacturer.

## 4. Any damage to the Yacht or its Component(s):

- where the fault or damage occurred due to the **Yacht** being piloted following the initial failure, or
- caused by or as a result of, fire, theft or attempted theft, impact, any accidental damage, during recovery, or
- caused by frost, corrosion, contamination, or the freezing of any liquids, or
- caused by the use of incorrect fuel, or a grade of fuel or lubricant not recommended by the manufacturer of the **Yacht** or its **Components**.
- caused as a result of running out of fuel.
- of whatsoever nature arising directly or indirectly, in whole or in part, due to any misuse, act or omission which is wilful, unlawful or negligent on Your part.
- caused due to bilge pump failure.



- 5. Any fluid leaks that:
  - cause slight misting, marking or staining where the fluid is not dripping from a joint or seal.
- 6. Any loss, damage, cost, claim or expense in connection with any Yacht due to sinking, submerging or water ingress.
- 7. Maintenance and fine tuning where no parts have actually broken or failed.
- 8. Service items including but not limited to:
  distributor cap, rotor arm, condensers, points, high tension leads, spark
  plugs, wiper blades, filters, bulbs, belts, antifreeze, fluids, grease, fuel or oils
  unless replacement is necessary following the Breakdown of a Component
  which forms part of a valid repair.
- 9. VAT where You are VAT registered.
- 10. Any costs incurred in excess of or outside the cover under this warranty. It remains Your responsibility to meet any Repairer charges in excess of, or rejected as not being covered.
- 11. Any form of consequential loss or damage.
- 12. Any depreciation or diminution in the value of the Yacht.
- 13. Any consequential and/or resultant loss, damage, injury or death (including any costs or expenses, legal or otherwise relative thereto) of any nature whatsoever suffered by any person, firm or corporation.
- 14. Any costs, claim or expense in connection with towing to or from a hoist, lift, dry dock or repair facility.
- 15. Any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly for which an Indemnity is available under the terms of any other insurance, warranty or manufacturer's guarantee.



# REQUIREMENTS - EXTENDED WARRANTY, YEARS 3,4+5

**You** must comply with the following requirements to have the full protection of **Your** Extended Warranty.

#### 1. Duty of care

**You** must take and cause to be taken all reasonable steps to avoid loss or damage and **You** must rectify the cause of any warning light or other hazard indicator as soon as is possible. **You** must not continue to travel after any **Breakdown** or incident if this could cause further damage to **Your Yacht** or its **Components** unless there is an immediate risk of loss of life or to the **Yacht**.

#### Servicing requirements

The Yachtmust be serviced as perthemanufacturers's cheduled recommendations as detailed in the Servicing Handbook. The interval from Your warranty purchase date to the first service and the intervals between services must not exceed the stipulated time or hours of usage by more than 28 days or 5 hours of usage. If any circumstances prevent the service being carried out at the correct time then We must be informed immediately.

**You** must retain proof of the previous service for **Our** inspection in the event of a repair.



#### **Fluids**

Between services **You** must ensure that the levels of fluids do not drop below those minimum levels stated in the **Servicing Handbook**.

#### PROOF OF SERVICING DURING YOUR PLAN

- (i) Servicing using an Approved Repairer: If **You** have utilised the services of **Our** Approved **Repairer** then, providing the services are carried out in line with the time or hours of usage periods set, and **You** have a correctly completed and stamped entry in **Your Servicing Handbook**, then that will suffice.
- (ii) Servicing at a Franchised Main Dealer: If **You** have a full and up to date service history at a Franchised Main Dealer and **Your Repairer** is from the same main dealer network then **We** will accept the main dealer's confirmation as proof of service (or) if **You** have the details of when the last appropriate service was carried out, such as a correctly completed and stamped entry in **Your Servicing Handbook**, also by a Franchised Main Dealer, then that will also suffice.
- (iii) Servicing at any other VAT Registered Marine Service Business: If **Your Yacht Servicing Handbook** contains up to date stamped entries by any other VAT



registered Marine Service Business (not at a Franchised Main Dealer) then **You** will be required to provide a dated and detailed service VAT receipt and/or service schedule (in either case) showing exactly which service parts were checked, replaced or otherwise attended to on those service dates, as proof of the last service in question.

#### 2. Repair procedure

A detailed procedure is given in this Warranty, including the requirements which **You** must comply with. **You** must follow this procedure, as failure to do so may result in non-payment of **Your repair**.

#### 3. Fraud

You must not act in a fraudulent manner. If You, or anyone acting for You,

- makes a claim, knowing the claim to be false, or fraudulently exaggerated, in any respect, or
- make a statement in support of a claim, knowing the statement to be false in any respect, or
- submit a document in support of a claim, knowing the document to be forged or false in any respect, or
- make a claim in respect of anything caused by Your wilful act, or with Your connivance,

#### Then We:

- will not pay for the repair
- will not pay for any other repair which has been made or will be made
- will declare the warranty void
- will be entitled to recover from **You** the amount of any repairs already paid
- will not make any return of monies
- may inform the police of the circumstances

#### 4. Law

The laws applicable to this contract are the laws of England and Wales and by purchasing this Warranty **You** have agreed to this.





#### REPAIRS

If a **Breakdown** occurs please report to **Us** the details using the following procedure. All reporting should be made within three working days of the **Breakdown**.

- Prevent further damage In the event of Breakdown or operation of a warning hazard light, You must NOT use the Yacht further if it would cause additional damage to the Components - unless there is an immediate risk of loss of life or to the Yacht.
- 2. Contact Us it is your responsibility to notify Us (details below) of any potential repairs <u>BEFORE</u> any work is undertaken. You can lodge a Claim online 24/7 from your Warranty Portal at pearlyachtswarranty.com.

#### 3. What if Cause of Breakdown is uncertain?

If the cause of the **Breakdown** is uncertain, investigation, exploratory or dismantling work may be necessary.

- If this reveals that the **Breakdown** is covered by **Your** Warranty and the repair is approved then **We** will pay the reasonable associated costs.
- If work reveals that the **Breakdown** is not covered, then **You** must pay the costs incurred.
- Only **You** may give permission for investigation, exploratory or dismantling work and **You** do so in the knowledge that **You** will be responsible for the costs incurred, if the fault is not covered.

# If You have any Questions, generally We will be able to give You helpful advice on this.

If the Repair is covered, approval will be given by **Us** to the Repairer to carry out the repair & a **Repair Number** will be issued for an approved **Repair Cost**, which is the most **We** will pay for the repair, subject to **Your Single and Aggregate Repair Limit**.

# (!) IMPORTANT

Should You decide to give permission to the **Repairer** to commence work without previously obtaining approval from **Us**, **You** do so in the full knowledge that **We** may **NOT** meet **Your Repair Costs**.



#### 4. Validation of Claims

At notification, or following receipt of the repair assessment and/or estimate, **We** reserve the right to:-

- instruct an independent engineer to inspect **Your Yacht** before approving any repair, or
- use our own engineers and parts to complete the repair, or
- inspect any **Components** which have been removed, together with any original documentation, within one calendar month after any repair or replacement has been approved or carried out.
- 5. Salvage We accept no liability for the disposal of Your Yacht or any parts of it.

#### 6. This is a Repair Warranty.

In certain circumstances **Components** which have suffered **Breakdown** may be old or partly Worn Out. If **We** replace them with **Components** in a better condition than those that suffered **Breakdown**, **You** may be required to pay a contribution towards the cost.

#### 7. When You collect Your Yacht

If **You** are aware, or believe, that the repair is not satisfactory do not accept Your Yacht and advise Us immediately

#### 8. Payment - Repairs:

Normally, in most circumstances there will be no need for **You** to pay the **Repairer**, as **We** will pay them directly up to the approved **Repair Cost**. If **We** are paying the **Repairer** direct they must send Us the fully itemised repair invoice stating the **Repair Number** and direction as to who to pay.

#### Don't forget

**You** will be liable for any costs incurred in excess or outside the coverage of this warranty.

Occasionally, a **Repairer** will ask for payment directly from **You**. Do **NOT** agree to this without first consulting **Us**. If **We** have approved the repair but **You** have to pay for it, **We** will reimburse **You** up to the approved **Repair Cost** - so long as **You** send **Us** the receipted and itemised invoice. If requested, by **Us**, copies of service invoices should be attached to the repair invoice when sent for payment.

In addition **You** must retain the **Components** which have suffered **Breakdown** for one calendar month to allow inspection by an independent engineer. It is



now **Your** responsibility to ensure that these **Components** are available for inspection, and failure to do so may invalidate **Your** Repair reimbursement.

We will require the following information: -

- Your Warranty number and Yacht details
- Details of the actual cause of **Breakdown**
- Full itemised VAT repair invoice
- Location of the retained **Components** for inspection (if needed)
- Your contact and payment details for reimbursement

This will allow **Us** to swiftly process the payment.

#### ① REMINDER

Should **You** decide to give permission to the **Repairer** to commence work without previously obtaining approval from **Us**, **You** do so in the full knowledge that **We** may **NOT** meet **Your Repair Costs**.





#### UNHAPPY ABOUT ANYTHING?

**We** look to provide You with an exceptional level of service and customer care.

However, **We** do realise occasionally that things can go wrong – and when this happens, **We want** to hear about it so that We can try to put things right.

So, when You contact Us please remember to:-

- give **Us Your** name and a contact telephone number
- quote Your warranty and/or Repair Number,
- explain clearly and concisely the reason for **Your** complaint

A letter and any supporting materials should then be sent to the person who is dealing with **Your** complaint at:-

Customer Care
Pearl Yachts
Unit 4,
St Georges Business Park,
Warwick,
CV34 5DR,
United Kingdom

**We** take great pride in ensuring that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if **You** are still not satisfied, then contact the Customer Services Manager, who will arrange for a separate investigation.



#### TRANSFER WARRANTY

The balance of any unexpired **Period** of **Your** Plan may be transferred with **Your Yacht** directly to a new private owner. **You** must make the application by logging in to **Your** details on pearlyachtswarranty.com within 14 days of the change of ownership, alternatively in writing by post using the form provided overleaf, and **You** must send **Us** proof of last service, and pay the £75 Administration Fee.

#### **Notes**

- (i) **Your** Plan may not be transferred to (or via) any member of the marine trade who are Yacht dealers or brokers (or) where **Your** Plan has less than 30 days left to run.
- (ii) Your Plan may only be transferred by You (the original Planholder) and no refunds will be made to You or to the transferee however, should Your Yacht be sold to a dealer (proof required) We will allow You a rebate equal to the unexpired value of Your Plan towards a similar plan on another Yacht owned by You.

Please complete the transfer form, detach and send it to **Us** at the address indicated.



## TRANSFER WARRANTY

Please complete the application form below to transfer **Your** warranty.

Your Details			
Name: Address: Tel Home: Tel Mobile:			
Email:			
Plan Nº:	Date of Transfer:		
New Owner's Details			
Name: Address: Tel Home: Tel Mobile:			
Email:			
Administration Fee (£75)			
Cheque enclosed	Pay by Debit/Credit Card (we will call you to accept payment)		
Signature	Date:		

**CUT HERE** 



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pearlyachtswarranty.com

