

GENERAL TERMS AND CONDITIONS OF USE – TELEMANTENANCE

The general Terms and Conditions govern the conditions of use of Telemaintenance for retail customers (consumers) who subscribe

1 DEFINITIONS

"Application": the MyBrand application available on smartphone or tablet computer devices on which the Customer can use the Service and set the relative configurations.

"Authorised repairer" an approved repairer of the Vehicle manufacturer's network authorised to carry out repairs on the Vehicle.

"Brand": the relevant brand of the Manufacturer

"Customer": the consumer customer of a Vehicle, whether it be owned or leased, in the case of a lease with option to purchase.

"Manufacturer": the relevant manufacturer of the Vehicle.

"MyBrand": the name of the Application corresponding to the relevant brand of Vehicle eg MyPeugeot

"Over the Air" technology: all communications without physical network link (e.g. GSM 4G, WiFi).

"Preferred Authorised repairer": the Authorised repairer chosen by the Customer when he sets up his Application account. If no Authorised repairer is stated in the Application account of the Customer, the **Preferred Authorised repairer** will be the original Selling Dealer of the Vehicle, specified in the order form at the time of purchase of the Vehicle.

"Selling Dealer" an approved dealer of the Vehicle manufacturer's network authorised to sell such vehicles.

"Service Provider": PSA Automobiles SA whose registered office is at 2-10 Boulevard de l'Europe, 78300 Poissy, France.

"Service(s)": TELEMANTENANCE service provided by the Service Provider to the Customer, as described in condition 2 below.

"Telematics Unit": unit fitted to the Vehicle, marketed as Connect Box or Connect SOS, including an integrated SIM card and capable of transmitting Vehicle data necessary for the provision of the Service.

"Vehicle": vehicle branded Peugeot with the required technical specification, sold and registered in the United Kingdom and fitted with a Telematics Unit, as standard or as an option, which is compatible with the Service.

"Warning": a warning and accompanying information produced by the Service Provider's information systems, using the technical information transmitted from the Vehicle's Telematics Unit.

"Website": the portal accessible through the Internet address in the "connectivity" section of the website of each Vehicle brand, on which the Customer can find any further information on the features and operation of the Services, as well as on the their availability and coverage based on the model and country of sale of the Vehicle.

2 SERVICE DESCRIPTION

2.1 General - role of the different parties

The Service Provider supplies the Service and therefore the contract for the provision of the Service (which includes these terms and conditions) is between the Service Provider and the Customer.

The Vehicle is sold by the Selling Dealer to the Customer.

The Selling Dealer acts on behalf of the Service Provider for the purposes of the Service, in relation to various activities. For example, the Selling Dealer, as part of the sale of the Vehicle will obtain the Customer's signature of acceptance of these terms and conditions and can be a point of contact for the Customer.

2.2 Automatic activation of network communications link

After the Customer has subscribed to a connected service provided by the Service Provider (such as the Service), a network communication link is established between the Vehicle and the respective device management server and maintained to perform the necessary data disclosures for the connected service(s). In most of the cases, the network communication link will be automatically activated but in specific cases a physical activation operation must be carried out by a dealer. Please contact the Customer Care Team for more information (details for which are as set out in condition 12 below).

If the Customer wishes to have control of the data disclosures, the Customer can choose at any time to restrict the respective data disclosures, including the disclosure of geolocation data by changing the relevant Privacy Settings for the Vehicle. The way to change the respective Privacy Settings depends on the equipment of the Vehicle. Please refer to the Vehicle user manual/handbook or please contact the Customer Care Team for more information.

If the Customer chooses to restrict the data disclosure, in particular the disclosure of geolocation data, this may limit the provision of the Service.

Data disclosures necessary to perform the connection, device management, soft- and firmware updates and to manage default codes are not affected by privacy settings.

Customers undertake to inform any person using the Service or occupying a place in the Vehicle that data (in particular geolocation data) is collected and disclosed. The Customer is informed that they are responsible for erasing all data relating to them which they have entered and stored in the Vehicle's system.

2.3 Service Description

When a Warning requires the intervention of a technician on the Vehicle, the Customer will receive an alert in order to offer an appointment at his Preferred Authorised repairer.

If the Customer has an Application account, he will receive the alert from the Service Provider through a notification in the Application and by e-mail at the e-mail address specified when subscribing to the Service.

If the Customer does not have an Application account, he will receive the alert via an e-mail sent to the e-mail address specified when subscribing to the Service (on the Website or on the order form when purchasing the Vehicle).

If the Customer does not have an Application account nor an e-mail address, he will receive the alert by SMS on his mobile phone using the phone number specified on the Customer's Website personal account or as specified by the Customer in the order form at the time of purchase.

The alert received by the Customer in that respect will contain a link to the online booking system, which will enable the Customer to make an appointment booking online with the Authorised repairer of his choice.

If the Customer does not have an Application account nor an e-mail address nor a mobile phone number, he will be directly called on his fixed line by the Customer Care Team or by his Preferred Authorised repairer. The Customer will be directly contacted on his fixed line using the number specified on the Customer's Website personal account or as specified by the Customer in the order form at the time of purchase of the Vehicle, in order to offer an appointment at the Authorised repairer of his choice.

For the Customer who provides an e-mail address when subscribing to the Service (on the Website or on the order form when purchasing the Vehicle) a monthly report will be sent with a summary of the Warnings (if any) that occurred on his Vehicle in the 30 days prior to the date of the report.

Please note that the Warning provided by digital alerts described above are not available in some countries as set out in Appendix 3. In those countries, the Customer can only be contacted by telephone (mobile phone or fixed line) by the Customer Care Team or his Preferred Authorised repairer. Therefore for the avoidance of doubt such customers would not receive a monthly report as described above.

This appointment will only be made following agreement with the Customer and will take place at an Authorised repairer of his choice located in the United Kingdom. In the event that the Vehicle is not in the United Kingdom, but is in a country specified in condition 3.3, the Customer will be offered an appointment on their return to the United Kingdom or be advised to use the relevant Roadside Assistance service.

A Warning is detected and understood using the technical and geolocation information transmitted from the Vehicle to the Service Provider information systems by the Telematics Unit.

On the basis of this information, a Warning may be triggered for the following equipment categories:

- Vehicle maintenance system (such as the service light)
- Security systems (such as the Airbags)
- Driving aid system (such as ESP)
- Power train (including the engine)
- Brake system (such as ABS)
- Fluid levels (such as the oil level)

If, from amongst these categories, any equipment is not fitted or is not technically able to transmit a Warning, due to the model or the Vehicle finish, no Warning can be transmitted for the equipment concerned 3 NECESSARY CONDITIONS FOR THE TRANSMISSION OF WARNINGS

3.1 Activation period

The Service will be activated within 9 days after the initial Service subscription date, following remote configuration of the Vehicle. During this configuration time, the Customer must use the Vehicle regularly over a period of at least three (3) days, in an area with mobile phone operator coverage. The Customer must supply the Service Provider with a valid telephone number in order to activate the Service.

The Customer is reminded that he does not need an e-mail address to subscribe to the Service. However, if he subscribes through the Website, he has to provide an e-mail address to connect to his Website account and that e-mail address will be used. In the same way, if he subscribes through a Selling Dealer, the e-mail address supplied to the Selling Dealer will be used.

3.2 Operating conditions

Vehicle technical information and Warnings can only be transmitted where the following conditions are met:

- the Vehicle engine must be running and the Vehicle must be located in an area with mobile phone operator coverage (without technical, atmospheric or topographical disturbances to the coverage).
- If the engine is not running or if the Vehicle is not in an area covered by a mobile phone operator network, the information is stored and transmitted when the engine is next running, or on re-entry to an area covered by a mobile phone operator.
- the Telematics Unit, or the units required for the operation of the Telematics Unit, must not have been damaged during an accident, theft or any other event.
- the Customer has the telephone (the number for which the Customer has provided to the Service Provider) switched on and connected to the telephone network.

Therefore for the avoidance of doubt monthly email report referred to in condition 2.3 above may not reflect all relevant data if any of the above conditions were not met.

For the best service experience, it is recommended that in addition: the Customer provide an e-mail address or download the Application on his smartphone.

3.3 Territoriality

The technical information and geolocation necessary for the detection and interpretation of Warnings can only be transmitted by the Vehicle in the following countries, subject to the coverage of the telephone network and geolocation satellite systems in the area in which the Vehicle is located: France, Spain, Portugal, Benelux, the Netherlands, Germany, Austria, Switzerland, Italy, Poland, Czech Republic, Slovakia, Denmark, United Kingdom, Sweden, Norway.

4 DURATION OF THE SERVICE

The Service will be provided by the Service Provider from the start of the activation period (as described in condition 3.1 above) for a duration of 3 years, starting on the first day of the Manufacturer's new vehicle warranty period, as set out on the registration card.

During this 3-year period the Service will terminate automatically or its performance may be affected if the communication network(s) used for its delivery is (are) no longer available or is (are) strongly saturated due to 2G and/or 3G network switch off, decided by the telecommunication carriers. The termination information will be made available on the Brand websites at least 30 days before the end of the Service.

If not automatically terminated early as above, after this 3-year period the Service may continue for an undetermined period of time and the Manufacturer will be entitled to terminate it at any time for any reason. The information will be made available on the Brand websites at least 30 days before the end of the Service.

During the term of the contract:

- The Service may be modified, including remotely, to take account of any regulatory changes or to include additional Warnings, in order to take into account technical changes and changes in general customer expectations.
- The Service Provider may also delete the Service, in order to include the constituent services within a new service.
- Access to the Service updates or access to the benefit of a new service replacing the Service may potentially be subject to the express acceptance by the Customer of a new version of the corresponding general terms and conditions of use.

5 LIMITATIONS – LIABILITY

5.1 Limitations

The Warnings and associated information do not cover all possible malfunctions and units, but only the Warnings that may be triggered by the equipment categories listed in condition 2 above, to the extent such equipment is fitted to the relevant Vehicle. The detection of Warnings and the associated Customer contact are for information purposes only. Their existence does not exempt the Vehicle user from:

- complying with the instructions in the Vehicle user manual/handbook,
- paying attention to the mileage appearing on the Vehicle's odometer, the passage of time, the alerts appearing on the Vehicle dashboard, the fluid levels, the Vehicle condition and any other indicator of a malfunction or technical problem, and subsequently taking all appropriate actions and particularly ensuring that all required technical operations are carried out.

Mobile telephone network coverage, the topography of the area and the atmospheric conditions may, in some locations and at certain times, limit the Service operation, beyond the control of the Service Provider

5.2 Liability

Whilst the Service Provider will use reasonable efforts to ensure the availability of the Service, the Service Provider does not guarantee that the Service will be provided without interruption or will operate error free. The Customer is responsible for the use of the Service and therefore has total responsibility for any breach of third-party rights, in particular, but not restricted to, any infringement of liberty or privacy, which may result from use of the Service by the Customer or other users of the Vehicle.

The Service Provider shall incur no liability for the Customer's use of the Service in a manner contrary to the laws of the country in which it is used, the, incorrect or wrongful use by the Customer or any third parties of the Service, or for the accuracy or otherwise of the information received by means of the Service.

Similarly, the Service Provider has no liability in respect of any interruption in the communication networks enabling access to the Service, total or partial unavailability of the Service due to the telecommunications operator, or of problems connected with the security of transmissions due to the telecommunications operator or partial or total deterioration or the destruction of the Telematics box and its associated parts during an accident or any other event. The Service Provider shall not be liable if the telephone number or the e-mail provided by the Customer is not valid, does not work or if the message service is full, preventing the call from being received.

The Service Provider does not exclude or limit in any way its liability for:

- a) death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
- b) fraud or fraudulent misrepresentation;
- c) breach of the Customer's legal rights in relation to the Service including that the Service is satisfactory, that the Service is fit for its purpose and that the Service is as described.; and
- d) defective products under the [English law](#).

6 FORCE MAJEURE

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations if such delay or failure result from events, circumstances or causes beyond its reasonable control including (but not limited to):

- an order from the public authorities imposing the total or partial suspension of service of the mobile telephony operator necessary for the Service; or
- a partial or total malfunction arising from disruptions to or interruptions in the means of communication provided by the telecommunication operators; or strikes or industrial disputes affecting the Service Provider or its suppliers.

7 DEACTIVATION - EARLY TERMINATION OF THE SERVICE

The Service Provider reserves the right to terminate the Service remotely in the following cases:

- where the Customer does not exercise the option to purchase the Vehicle at the end of a long term lease contract,
- transfer or resale of the Vehicle by the Customer,
- destruction of the Vehicle,
- in the event of theft of the Vehicle or an accident, which results in the Vehicle being written off,
- where a call is made to the Customer by or on behalf of the Service Provider in response to a vehicle alert using the most recent telephone number provided to the Service Provider by the Customer and the recipient of the call informs the caller that they are no longer the owner or keeper of the Vehicle.

The Customer shall inform the Service Provider of the occurrence of any of the above events using the form available in Appendix 2 or by contacting the Customer Contact Centre in order to deactivate the Service.

If the Customer does not inform the Service Provider about the transfer or resale of the vehicle, they accept that the Service Provider will deactivate the Service at any time.

Furthermore, if the Customer no longer wishes to benefit from the Service, they may, at any point, request the deactivation of the Service via the form given in Appendix 2 or by contacting the Customer Care Team.

If the Customer subscribed to the Service through the Website, he can also cancel his agreement directly on the Website by going to Myaccount/ My Services. Remote deactivation of the Service is not instantaneous and there may be a delay between receipt of a deactivation request and actual deactivation.

8 MALFUNCTIONS OF THE SERVICE

In the case where the Customer notices any Service malfunction, they shall contact the Customer Care Team, whose contact details are detailed in condition 12.

9 REMOTE DEVICE MANAGEMENT & REMOTE SOFTWARE & FIRMWARE UPDATES

As an integral part of the Service related to the performance of this Agreement, necessary device management and necessary software and firmware updates related to the soft- and firmware for the named connected service will be performed remotely, in particular by using "Over the Air"-technology.

For this, a secure radio network connection between the Vehicle and the device management server will be established after each "ignition on" when a mobile telephone network is available. Depending on the equipment of the Vehicle, connection configuration must be set to "Connected vehicle" to allow the establishment of the radio network connection.

Irrespective of a valid connected service subscription, remote product security or product safety related device management and software and firmware updates will be performed when the processing is necessary for the compliance with a legal obligation to which the respective manufacturer of the Vehicle is subject (e.g. applicable product liability law, e-call regulation) or when the processing is necessary in order to protect the vital interests of the respective vehicle users and passengers.

The establishment of a secure radio network connection and the related remote updates are not affected by Privacy Settings and will be performed in principle after an initiation by the Vehicle user following a respective notification.

10 INTELLECTUAL PROPERTY

The Service Provider (or its related companies) and its suppliers remain the sole holders of all intellectual property rights relating to the Service. The Service Provider grants the Customer a licence to use the Service. This licence is granted for the whole period of the subscription to the Service.

11 APPLICABLE LAW

These general terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the English law.

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without the Customer having to go to court. If the Customer is not happy with the way the Service Provider has handled any complaint, the Customer may want to contact the alternative dispute resolution providers the Service Provider uses.

The Customer can refer a dispute to Motor Codes Limited ("Motor Codes"). Further details can be found at <https://www.themotorombudsman.org/> or alternatively the Customer may wish to contact their advice line on 0843 910 9000. Motor Codes will not charge the Customer for referring a dispute (although the Customer may pay an additional amount for any call to them) and if the Customer is not satisfied with the outcome the Customer can still bring legal proceedings.

12 CUSTOMER CARE TEAM

Customers may get in touch with the Customer Care Team for any request for information or complaint relating to the Service:

- by telephone on 0800 042 2422 (Freephone call from a land line) Monday-Friday from 08:00 to 6pm stating that the call relates to the Telemaintenance,
- by internet via: <https://peugeot.my-customerportal.com/peugeot/s/case-webform> selecting 'connected services'
- by post to the following address: Customer Care Team – Pinley House, 2 Sunbeam Way, Coventry, CV3 1ND.

The Service Provider will aim to respond to complaints from customers within a reasonable period of time and use reasonable efforts to find a satisfactory solution.

APPENDIX 1: PRIVACY STATEMENT

TELEMAINTENANCE PRIVACY STATEMENT

Your personal data will be processed for providing the Telemaintenance by PSA Automobiles SA, whose registered office is at 2-10 Boulevard de l'Europe, 78300 Poissy, France, France as controller.

We as controller process your personal data for the following purposes based on the following legal basis.

| Data (mandatory data is marked with *) | Purposes | Legal basis |
|--|---|---|
| 1. Name*, surname*, e-mail address*, phone number*, vehicle identification number (VIN)*, contract number*, start and end of Service (duration) | Activation and administration of the Service | Art. 6 (1) 1 b) General Data Protection Regulation (General Data Protection Regulation (GDPR)) |
| 2. Diagnostic and maintenance data (such as next maintenance due date or due mileage, fluid level, airbag and seatbelt status), mileage, geolocation data | Provision of the Service (such as interpretation of diagnostic and maintenance alert notifications, service predictions) | Art. 6 (1) 1 b) GDPR |
| 3. VIN*, IP address*, IMEI/SIM Card number*, certificate number*, Service ID*, list of ECU concerned*, software and firmware status*, hardware version*, acknowledgement of the user a/o owner of the vehicle*, result (successful / not successful) of remote device management or remote software/firmware update* | Channel connection between the vehicle and the device management server, remote device management and remote software and firmware updates | Art. 6 (1) 1 b) GDPR |
| 4. VIN*, IP address*, IMEI/SIM Card number*, certificate number*, Service ID*, list of ECU concerned*, software and firmware status*, hardware version*, acknowledgement of the user a/o owner of the vehicle*, result (successful / not successful) of remote device management or remote software/firmware update* | Channel connection between the vehicle and the device management server, remote device management and remote software and firmware updates | Art. 6 (1) 1 c) GDPR or - when applicable - Art. 6 (1) 1 d) GDPR |
| 5. VIN, diagnostic and maintenance data, software and firmware status, hardware version, respective product and service specifications | Product and Service monitoring, product and Service liability (in association with Quality Control/Quality Assurance) and potential recall campaigns | Art. 6 (1) 1 c) GDPR |
| 6. VIN, diagnostic and maintenance data, software and firmware status, hardware version, respective product and service specifications (all pseudonymised) | Product and service improvement, quality improvement, field campaigns, rework campaigns, continued service and product development (information on wear and tear, diagnosis and repair), also in association with Quality Control/Quality Assurance | Art. 6 (1) 1 f) GDPR: The legitimate interest of the manufacturer of the Vehicle and/or Service Provider to improve its products and services. |
| 7. VIN, diagnostic and maintenance data, geolocation data | Anonymisation of the data in order to be able to use the anonymised information for further processing | Art. 6 (1) 1 f) GDPR: The legitimate interest of the manufacturer of the Vehicle and/or Service Provider to anonymise the data in order to be able to use the information for statistical purposes. |

The data elements marked with a * listed above are mandatory and a contractual requirement. In case you don't provide the data, we cannot provide the respective service.

Name, surname, email address, VIN and contract number are obtained from customer data bases, owned by PSA Automobiles S.A., 2-10 boulevard de l'Europe 78300, Poissy, France in order to provide you with the service after your subscription to MyPeugeot account.

Above mentioned contractual data will be stored for 10 years after contract termination. Data in section 2 used to calculate the diagnostic and alert notifications including geolocation data, will be retained for maximum 6 months. Data listed in section 3 and 4 will be stored for 10 years after the contractual relationship has been terminated. Data listed in section 5 will be stored for active plus 5 years (19 years). Data listed in section 6 will be stored for 7 years.

We disclose your personal data for the below listed purposes to the following recipients:

| Data | Purpose(s) | Recipient(s) |
|---|---|---|
| Above mentioned data in section 1.-3. | Service suscription, transmission of diagnostic and maintenance alert notifications, Service management | We disclose your personal data to our respective engaged (IT) service providers who act as processors, in particular: IBM GBS France, 17 Avenue de l'Europe, 92275 Bois-Colombes, France Capgemini (Capgemini Technology Services, 5/7 rue Frédéric Clavel, 92287 Suresnes Cedex, France) who engages other (sub-) processors who are located outside of the European Economic Area (EEA) and therefore in a country without adequate level of data protection. There is no adequacy decision of the European Commission, but there are appropriate safeguards in place, which are in this case respective Binding Corporate Rules (BCR's). In order to obtain a copy please follow this link: https://www.capgemini.com/resources/capgemini-binding-corporate-rules/ |
| Above mentioned data in section 1., diagnostic and maintenance data, mileage | Follow up with the customer based on the diagnostic and maintenance alert notifications, service predictions | The respective authorised dealer/repairer. The respective engaged supplier for customer care (for more information see list in Appendix 3). In case respective engaged service providers are placed outside the European Economic Area in a country without an adequate level of data protection, there are appropriate safeguards in place, which are in this case Standard Contractual Clauses. In order to obtain a copy please send an e-mail to privacyrights@mpsa.com . |
| VIN, diagnostic and maintenance data, software and firmware status, hardware version, respective product and service specifications (all pseudonymised) | Product and service improvement, quality improvement, field campaigns, rework campaigns, continued service and product development (information on wear and tear, diagnosis and repair), also in association with Quality Control/Quality Assurance | We disclose your personal data to our respective engaged (IT) service providers as mentioned above, who act as processors, and to Peugeot Citroën DS Morocco, Sidi Maarouf Business Center, 1100 Boulevard Al Quods, Casablanca Nearshore Park shore 22 – 20270, Sidi Maarouf who is placed outside the European Economic Area (EEA) in Morocco and therefore in a country without adequate level of data protection. There is no adequacy decision of the European Commission but there are appropriate safeguards in place, which are in this case EU Standard Contractual Clauses. In order to obtain a copy please send an e-mail to privacyrights@mpsa.com . |

Your rights

As data subject, you have the right of access, right to rectification, right to erasure (right to be forgotten), right to restriction of processing, right to data portability, right to object to processing of personal data concerning you which is based on Art. 6 (1) e) or f) GDPR or where the personal data are processed for direct marketing purposes in accordance with the applicable law.

Please note that your above mentioned rights are restricted by law and must be fulfilled by us possibly only under certain conditions.

If you want to claim your above mentioned rights or delete your account completely, please send an e-mail to privacyrights@mpsa.com.

To exercise your right to lodge a complaint according to Art. 77 GDPR please contact the respective supervisory authority.

Contacting us

PSA Automobiles SA, 2-10 Boulevard de l'Europe, 78300 Poissy, the names of the members of the management can be found here: <https://www.groupe-psa.com/en/automotive-group/governance>. For detailed inquiries, you may contact Customer Relations Department or Customer Engagement Centre.

Contacting the Data Protection Officer:

PSA Automobiles SA, Data Protection Officer, Case Courrier YT238, 2-10 Boulevard de l'Europe, 78300 Poissy

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See our Legal Notice for the full company details.

APPENDIX 2: CANCELLATION FORM FOR SERVICE CONTRACTS

To: Peugeot Customer Care Team

I hereby give notice that I cancel my contract for the supply of the following service:

Telemaintenance

Ordered on:

Vehicle VIN:

Contract Holder Name:

Contract Holder Address:

Signature of consumer(s) (only if this form is notified on paper),

Date

APPENDIX 3: TERRITORY

| Countries included in geographic coverage | Customer Care Team | Call Centre Supplier Address | Digital Alerts | Preferred Authorised Repairer |
|---|--------------------|--|----------------|-------------------------------|
| BELGIUM | | | | X |
| FRANCE | X | SITEL: 13 Rue du Bois Joli, 63800 Courmon-d'Auvergne | X | X |
| GERMANY | X | MAJOREL: Hoeltenweg 33 48155 Muenster Germany | | X |
| ITALY | X | INTERAGO SERVIZI SRL VIA MAR DELLA CINA 276 ROMA | X | X |
| NETHERLANDS | X | SITEL: Twentheplein 11, 7607 GZ Almelo | | |
| PORTUGAL | | MAJOREL: Centro Empresarial El Trovador - Plaza Antonio Beltrán, Nº 1 - 50002 ZARAGOZA | X | X |
| SPAIN | | MAJOREL: Centro Empresarial El Trovador - Plaza Antonio Beltrán, Nº 1 - 50002 ZARAGOZA | X | X |
| UNITED KINGDOM | X | SITEL: Earlsdon Park,First Floor 53- 55 Butts Road, Coventry, Coventry CV1 3BH, United Kingdom | | |