

ASSISTANCE

DEFENDER





DEFENDER



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DEFENDER ASSISTANCE

Thank you for purchasing Defender Assistance to complement **your** Defender Extended Warranty.

Home Start, Roadside Repair and Relay are provided by Automobile Association Developments Limited, (trading as AA Breakdown Services), European Assistance and Relay Plus are underwritten by Acromas Insurance Company Limited, which is authorised and regulated by the Financial Conduct Authority.

Defender Assistance is a comprehensive assistance programme, designed specifically for Defender drivers to promote absolute peace of mind. The programme provides assistance in any motoring emergency, from **immobilisation** due to breakdown or accident, to minor emergencies such as a puncture.

If **your vehicle** is **immobilised**, Defender Assistance will attend **your vehicle**. If the problem cannot be resolved at the roadside, we will recover **your vehicle** to the nearest Land Rover Authorised Repairer. If the Land Rover Authorised Repairer cannot repair **your vehicle** promptly, you may be eligible for **additional benefits** such as car hire.

The benefits of Defender Assistance are available throughout the warranty period.

DEFINITIONS

The following words and phrases are used throughout this booklet, and are defined as follows:

Eligible vehicle is the Defender vehicle that is entitled to receive Defender Assistance.

Additional benefits are car hire, onward travel, hotel accommodation, vehicle redelivery and vehicle repatriation.

Immobilisation means that **your vehicle** is not driveable due to a **vehicle fault**, a **road traffic accident**, or an incident due to a **non-vehicle fault**.

Europe means the following countries - Andorra, Austria, Belarus, Bosnia and Herzegovina, Belgium, Bulgaria, Croatia, Cyprus - North and South, Czech Republic, Denmark (excluding the Faeroe Islands), Estonia, Finland (excluding Åland), France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including Vatican City), Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russia (up to the border with Asia), San Marino, Serbia, Slovakia, Slovenia, Spain (including the Balearic Islands and Canary Islands), Sweden, Switzerland, Turkey, Ukraine.

Road traffic accident is a collision involving **your vehicle** and another object, person or animal.

Vehicle fault means a mechanical or electrical failure of a component.

Non-vehicle fault means keys locked in vehicle, lost keys, stolen keys, incorrect fuel, running out of fuel, punctured tyre, glass breakage, damage or destruction by fire, theft or vandalism, vehicle being kept in an unroadworthy condition, and vehicle not serviced in accordance with manufacturer's recommendations.

Your vehicle is a Defender vehicle that is **eligible** to receive Defender Assistance.

SERVICE PROVISION

Assistance Centre

The Assistance Centre is open all day, every day. Whether you're within the UK or within **Europe**, you will have direct access to trained assistance personnel who speak your language and who can arrange for the appropriate resources to be deployed.

Home Start

We will provide assistance if **your vehicle** is **immobilised** at your home address. Our aim is to fix **your vehicle** and get you on your way, if we're unable to do this within a reasonable period of time we will recover **your vehicle** to the nearest Land Rover Authorised Repairer.

Roadside Repair

We will provide assistance if **your vehicle** is **immobilised** whilst driving in the UK. Our aim is to fix **your vehicle** and get you on your way, if we're unable to do this within a reasonable period of time we will recover **your vehicle** to the nearest Land Rover Authorised Repairer.

European Assistance

We will provide assistance if **your vehicle** is **immobilised** whilst driving in **Europe (list of countries shown in "Definitions")**. Our aim is to fix **your vehicle** and get you on your way, if we're unable to do this within a reasonable period of time we will recover **your vehicle** to the nearest Land Rover Authorised Repairer.

Additional Benefits

If **your vehicle** suffers a **vehicle fault** that cannot be repaired at the roadside and we cannot arrange for repair by the local Land Rover Authorised Repairer within a reasonable period of time, you and your passengers may be provided with an alternative means of reaching your destination. Depending on your circumstances, you may be offered:

- A replacement vehicle, or
- Public transport, or
- Hotel accommodation

These **additional benefits** are dependent on availability and are provided at the discretion of Defender Assistance, see **TERMS AND CONDITIONS**.

Replacement Vehicle

A replacement vehicle will be available for up to a maximum of two working days in the UK or ten working days if the **immobilisation** occurs in **Europe** while **your vehicle** is being repaired.

Please note - The replacement vehicle is not guaranteed to be a "like for like".

Defender Assistance will pay for taxi costs up to a combined total of £60 for collection and delivery of the replacement vehicle.

Public Transport

If appropriate, instead of a replacement vehicle, we will wherever possible organise and pay for you and your passengers to continue your journey by second-class train or scheduled economy air travel.

Hotel Accommodation

If the **immobilisation** occurs more than 50 miles from your home address and overnight accommodation is a more practical option, we will pay for the cost of hotel accommodation for you and your passengers for one night in the UK or seven nights if the **immobilisation** occurs in **Europe**.

Storage

If **your vehicle** has to be stored following recovery by Defender Assistance, we will pay for the cost of storage up to a maximum of £100.

Vehicle Collection or Redelivery

Defender Assistance will pay for reasonable costs incurred to collect **your vehicle** once it has been repaired. Alternatively, if the Land Rover Authorised Repairer is located more than 50 miles from your home address, you may elect to have the repaired vehicle delivered to your home.

Vehicle Repatriation

If **your vehicle** has been recovered by Defender Assistance to a Land Rover Authorised Repairer in **Europe** and if the repairs cannot be completed before your intended return date, we will arrange and pay for repatriation of **your vehicle** to the UK.

Message Service

If your journey has been delayed due to the **immobilisation of your vehicle**, we can pass on urgent messages to your family, friends or business.

OBTAINING ASSISTANCE

Should you require Defender Assistance, you should contact Defender Assistance first. Please do not make your own arrangements.

It would greatly assist us and speed up the assistance process if you could have the following details to hand when contacting Defender Assistance:

- Your name and exact location.
- The registration number and vehicle identification number (VIN) of your Defender.
- A brief description of the incident.
- A contact telephone number.

Telephone Numbers

Listed below are two telephone numbers, one for if you require assistance in the UK and one for if you require assistance in **Europe**. It is important you call the appropriate number should you require assistance.

Defender Telephone Numbers

United Kingdom - 0330 053 0401

If in Europe + 44 1926 320003

Calls to Defender Assistance may be recorded to assist in confirming details of calls that may be incomplete or unclear. Recordings may be used for training purposes.

TERMS AND CONDITIONS

Additional Benefits

If **your vehicle** is **immobilised** as a result of an incident due to a **non-vehicle fault**, **additional benefits** will not be provided. Where **additional benefits** do apply, these are subject to the terms and conditions of Defender Assistance.

Adverse Weather Conditions

Please be aware that adverse weather conditions such as high winds, snow or floods can make some Defender Assistance operations physically impossible until the weather improves. Our immediate priority will be to ensure you and your passengers are taken to a place of safety and it may be necessary to attend to **your vehicle** later.

Caravan/Trailer

If **your vehicle** is **immobilised**, we will tow your caravan or trailer to a destination near to the appropriate Land Rover Authorised Repairer. Defender Assistance will not, however, be held responsible for any goods or animals being transported (other than domestic pets).

European Motorway/ Autoroute Restrictions

On certain major roads in some European countries, you must use the official SOS boxes at the side of the road to be connected to the authorised assistance service and arrange for initial recovery. These roads are privatised and we may be prevented from assisting on them. You should contact Defender Assistance at the earliest opportunity so we can arrange for the most appropriate assistance once **your vehicle** has been recovered to a place of safety. Costs incurred for initial recovery should be claimed back from Defender Assistance.

Glass Breakage

We can on your behalf contact a Land Rover Authorised Repairer or approved Defender glass supplier, who will usually be able to supply and fit replacement glass. You will be liable for the cost of replacement parts and fitting charges.

Hotel Accommodation

The maximum amount payable by Defender Assistance for hotel accommodation will not exceed £100 per person per night or £150 per person per night in capital cities.

Incorrect Fuel

If **your vehicle** is **immobilised** due to the use of incorrect fuel (or running out of fuel) and the problem cannot be resolved at the roadside, Defender Assistance may at its discretion, recover **your vehicle** to the most appropriate Land Rover Authorised Repairer.

Limited Assistance

The benefits of Defender Assistance are not limited to mechanical breakdown, we aim to assist in the event of any motoring emergency. Please note however that if **your vehicle** is **immobilised** as a result of an incident due to a **non-vehicle fault**, then **additional benefits** will not be provided.

Lost Keys and Keys Locked in Vehicle

At our discretion, we will endeavour to provide assistance by the most practical method. However, should we be unable to gain entry to **your vehicle**, modern security systems may necessitate a forced entry. If this is the case, you will be asked to sign a declaration stating you have given permission for this, and that any costs for resultant damage will be your responsibility. These costs may be covered by your motor insurance policy.

Punctured Tyres

Punctures to tyres do not merit car hire or vehicle re-delivery assistance. However, if **your vehicle** should suffer multiple punctures in one event, or **your vehicle** is not equipped with a spare wheel as standard and a tyre in use suffers dangerous tyre wall damage, extra assistance may be required. If repairs cannot be made within a reasonable period of time, the Assistance Centre will at its discretion, the appropriate level of extra assistance.

Reclaiming Expenses

If you have been authorised by Defender Assistance to pay for a covered benefit and wish to recover the costs, please retain original receipts and contact Defender Assistance for details of the reclaim procedure.

Release Fees

Should **your vehicle** be stolen or involved in a **road traffic accident** and subsequently recovered by the police, you will be liable for any release fee payable before we can remove **your vehicle**. These costs may be refundable under the terms of your motor insurance policy.

Repatriation from Outside your Own Country

You will be asked to provide Defender Assistance with a signed inventory of all items left in **your vehicle** prior to repatriation. Neither Defender Assistance nor its agents accept any liability for the subsequent loss of, or damage to, any items not declared on this inventory.

Replacement Vehicles

A replacement vehicle will be sourced through one of the major vehicle rental companies. You may be required to enter into a contract of hire with the rental company and you must be able to comply with their conditions of hire. You will be responsible for any additional costs including, but not limited to, fuel, congestion charges, parking fines, and speeding fines, and toll charges. Insurance requirements stipulate you must be between 25 and 65 years of age. If you are under 25 or over 65 we will endeavour to make alternative arrangements, but these cannot be guaranteed. Certain endorsements on your driving licence may prejudice your eligibility to hire a vehicle. A valid driving licence and a credit card deposit to cover any additional costs will be required. Please note that we cannot guarantee availability of vehicles with accessories such as roof racks and tow bars.

Validity Outside your Own Country

Defender Assistance is available within **Europe** for up to 60 days during the period of cover. It is recommended that adequate travel insurance should be taken out in such circumstances.

Vehicle Redelivery

The maximum amount payable by Defender Assistance for vehicle redelivery will not exceed the cost of travel.

Vehicle Repatriation

The maximum amount payable by Defender Assistance for vehicle repatriation will not exceed the market value of **your vehicle**.

EXCLUSIONS

Defender Assistance will not pay for:

- Any expense incurred without the prior authorisation of Defender Assistance.
- Any expense that would have normally been payable by you, such as fuel, congestion charges, parking fines, speeding fines and toll charges.
- The cost of replacement parts, unless covered by the Defender Warranty.
- Any costs resulting from participation in motor racing, rallies, speed or duration testing.
- Any costs resulting from **your vehicle** being kept in an unroadworthy condition, or not being serviced in accordance with the manufacturer's recommendations. If, in the opinion of Defender Assistance, a recurring fault is due to poor maintenance, we reserve the right to limit the assistance to recovery of **your vehicle** to the nearest Land Rover Authorised Repairer.
- Any costs resulting from you being under the influence of intoxicating liquor or drugs, or from solvent abuse.
- Any consequential losses arising directly or indirectly from the **immobilisation**.
- Damage or injury intentionally caused by the beneficiary or resulting from participation in a criminal act or offence.
- Any costs incurred if **your vehicle** is disabled by floods or snow-affected roads, is embedded in sand or mud or is not easily accessible.
- Specialist equipment charges - if the recovery of **your vehicle** requires the use of specialist equipment (for instance, as a result of a **road traffic accident**, multiple wheel theft or vandalism) any costs incurred will be your responsibility. These costs may be refundable under the terms of your motor insurance policy.
- Costs incurred as a result of accident damage that are covered by your motor insurance policy.

ACCIDENT SERVICES

The Accident Service is designed to assist you during the repair process following a road traffic accident.

In the event of an accident, to ensure that your vehicle is repaired to Defender's original manufacturing specifications, please contact the Accident Services team who will look after your claim from start to finish. Initially, you will be asked for details of the incident, extent of damage and details of any third party involved.

If the vehicle is immobilised, the vehicle will be recovered to the Retailer or Repairer of your choice, or to the nearest Land Rover Authorised Body Repair Centre to your home address. Where the vehicle remains mobile, a call to the most appropriate Land Rover Authorised Body Repair Centre will be made in order to arrange an inspection of the damage and quotation for repair.

The Accident Services team will liaise with you, the Land Rover Repair Centre and insurer to ensure that the repair process proceeds with minimum of delay and inconvenience. In addition, if the accident was the responsibility of a third party, the service will pursue claims for any Uninsured Losses or personal injury compensation.

Defender Accident Services are available 24 hours, seven days a week.

Contacting the Accident Services Team

Should you require assistance following an accident, please call as required:

United Kingdom - 0330 053 0401

If in Europe + 44 1926 320003

Remember, it is your right to have your vehicle repaired at your repairer of choice.

Note: *Accident repairs using non-Land Rover approved materials and/or methods of repair, may invalidate your claim or prevent future warranty claims on this part.*

CANCELLATION RIGHTS AND REFUNDS

We hope you are happy with the cover this product provides. However, if after reading your policy document, this cover does not meet with your requirements, you have the right to cancel within 14 days of purchase. Should you wish to cancel within this period, please return to the Land Rover retailer from whom the product was purchased; the retailer will then refund any premium you are entitled to. Alternatively, please contact Defender Extended Warranty Administration on **0344 573 8055**.

Please note: No refund or part refund will be provided after the first 14 days, or where assistance has been sought within the first 14 days.

How to Make a Complaint

We are committed to treating our customers fairly. However, we realise that there may be times when things go wrong.

If you have a complaint about your policy, you should contact the Administrator by calling 0344 701 6201 (will be same number throughout document) or writing to:

**The Complaints Team
Car Care Plan Limited
Jubilee House
5 Mid Point Business Park
Thornbury
West Yorkshire BD3 7AG.**

You can also email the Administrator at:
complaints@motor-admin.com.

Please tell the Administrator your name and your claim number or policy number. Calls to the Administrator may be recorded. The Administrator will contact you within five days of receiving your complaint. In some cases, this will be to acknowledge your complaint, but in others it may be to give you a full reply. If the Administrator cannot deal with your complaint within five working days, they will aim to give you a full reply within 28 days. In complex cases, or where further investigation is needed, this may take longer, and they will let you know if this is the case. The Administrator will respond to your complaint within eight weeks, which is in line with requirements set by the Financial Conduct Authority.

If you are still not satisfied, you have the right to refer your complaint to an alternative dispute resolution (ADR) body.

If you live in the UK

If you are still not satisfied with the way in which your complaint has been dealt with, you also have the right to ask the Financial Ombudsman Service to review your case, but you must do this within six months of the date of our final decision.

For more information, you can contact the Financial Ombudsman Service or visit their website.

Write to:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR.

Phone: 0800 023 4567 or 0300 123 9123.

Website: www.financial-ombudsman.org.uk.

We abide by the Motor Industry Vehicle Warranty Products Code of Practice which can be found on 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 more information, you can visit the Motor Ombudsman website at: www.theMotorOmbudsman.org or call their information line on 0345 241 3008.

To make a complaint to the Motor Ombudsman you can either call their information line or fill in an online form at: www.themotorombudsman.org/consumers/make-a-complaint.

Please note: The Motor Ombudsman can only deal with your complaint if you have already complained direct to the Administrator and at least eight weeks have passed since you did that.

Complaints to the Motor Ombudsman must be made within 12 months of the Administrator's final response.



Vehicle Warranties

Financial Services Compensation Scheme

Acromas Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS) in respect of cover for European Assistance and Relay Plus. You may be entitled to compensation from the scheme if Acromas Insurance Company Limited cannot meet its obligations in relation to that cover. This depends on the type of business and the circumstances of the claim.

General insurance provided by a regulated insurer such as Acromas Insurance Company Limited is covered for 90% of the claim, without any upper limit. Further information about the compensation scheme arrangements is available from the FSCS at: www.fscs.org.uk or telephone **0800 678 1100** or **0207 741 4100**.

Please note: The cover provided by Automobile Association Developments Limited is not covered by the FSCS.

PRIVACY AND DATA PROTECTION NOTICE

Defender Extended Warranty Administration Privacy and Data Protection Notice

Car Care Plan Limited (the “Data Controller”) are committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation (“Legislation”). Below is a summary of the main ways in which the Data Controller processes your personal data. For more information, please visit: www.view-privacy-policy.co.uk.

1. How the Data Controller uses your Personal Data and who the Data Controller shares it with

The Data Controller will process the personal data it holds about you for the following purposes:

- For providing products, services and insurance, administering memberships, handling claims and complaints, informing of changes to services and any other related purposes (this may include underwriting decisions via automate means). This is for the performance of the contract between you and the Data Controller.
- To provide you with information, products, or services that you request from the Data Controller or which the Data Controller feels may interest you as part of the contract.
- For offering renewal, research, or statistical purposes, to analyse historic activity, to improve rating algorithms, and to help predict future business impact, to further commercial interests, to enhance product offering and to develop new systems and processes. This is for the Data Controller’s legitimate interests.

- To notify you about changes to the Data Controller's service. This is to comply with applicable laws.
- To safeguard against fraud, money laundering, terrorist financing and to comply with applicable laws.
- For the purpose of Direct Marketing activities only with your explicit consent.

2. Disclosure of your Personal Data

The Data Controller may disclose your personal data to third parties involved in providing products or services to the Data Controller, or to service providers who perform services on the Data Controller's behalf. These include group companies, affinity partners, vehicle manufacturers, motor dealerships and repairers, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, call centre service providers, auditors, lawyers and other outside professional advisors, IT systems, support and hosting service providers and regulatory authorities, and as may be required by law.

3. International Transfers of Data

The personal data the Data Controller collects from you may be transferred to, processed and stored at, a destination outside the UK and European Economic Area ("EEA"). The Data Controller currently transfers personal data outside of the UK and EEA to the USA and Israel. Where the Data Controller transfers your personal data outside of the UK and EEA, it will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation. The Data Controller uses the European Commission approved 'Standard Contractual Clauses' with such parties to protect the data.

4. Your Rights

Individuals in the European Economic Area (EEA) and the UK have several rights in connection with their personal information. These rights may apply in certain circumstances and are subject to certain legal exemptions.

You have the right to:

- a)** Access and obtain a copy of the personal data the Data Controller hold about you and information about how it is used;
- b)** Ask to update or correct any inadequate, incomplete, or inaccurate data;
- c)** Request erasure of your personal data.
- d)** Restrict and object to the future processing of your data.
- e)** Ask the Data Controller to provide your personal data to you in a structured, commonly used, machine-readable format, or you can ask to have it 'ported' directly to another data controller.
- f)** Not be subject to fully automated decision making which has legal effects or otherwise significantly affects you.
- g)** Withdraw consent where your consent is used as a legal basis for using your personal data.
- h)** Object to the processing of your personal data for direct marketing purposes at any time.
- i)** Lodge a complaint with the local data protection authority where your complaint can't be resolved in the first instance by the Data Controller.

If you wish to exercise the following rights, please contact the Data Controller using the details in Section 6 on page 20 or you may submit requests via: <https://amtrust.clarip.com/dsr/create>.

To ensure the Data Controller only disclose personal information where it knows it is dealing with the right individual, the Data Controller will ask you for proof of identity when making a request to exercise any of these rights. The Data Controller will respond to all valid requests within one month, provided to have all the information required to respond. For every request, the Data Controller will make a priority to resolve your complaint as quickly as possible.

The relevant data protection authority is the Information Commissioner's Office (ICO), who you can contact via: <https://ico.org.uk/global/contact-us/>.

5. Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with the Data Controller's data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the contract, or the Data Controller's business relationship with you, unless the data must be retained for a longer period due to business, legal or regulatory requirements. In any case, where data is retained, the Data Controller will endeavour to delete or to anonymise any personal elements, in order to maintain your privacy and security.

6. Questions in relation to the Data Controller's Privacy Policy or use of your data

If you have any questions concerning the Data Controller Privacy Policy or use of your personal data, including exercising your rights detailed in Section 4, you can contact:

**The Data Protection Officer
Car Care Plan Limited
Jubilee House
5 Mid Point Business Park
Thornbury
West Yorkshire BD3 7AG
England.**

Or email: CCPH_DPA@carcareplan.co.uk.



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