

# Warranty Document



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 **ayvens**  
SOCIETE GENERALE GROUP

# Ayvens Warranty – welcome and contents

## Welcome

**We** (Ayvens) have provided **your** warranty. It applies as well as **your** legal rights as a consumer. This document explains how **your** warranty works. Always keep this document to hand, as **you** will need it in the event of a claim.

Please make sure **you** fully understand the terms and conditions relating to the warranty and in particular the vehicle servicing requirements and the procedure for requesting a repair under this warranty.

When **you** receive the warranty confirmation, please check that it contains the correct details and tell **us** immediately if there are any mistakes. This warranty is not an insurance product but a warranty provided directly by Ayvens.

If **you** would like more information on any of the products and services listed in this document, contact a member of **our** sales team who will be pleased to help **you**.

**Note:** Please keep this document and your validation certificate somewhere safe at all times.

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# Ayvens Warranty – general information

## Your questions answered

### Where should I keep my document?

Always keep this document, and **your** Ayvens **validation certificate**, somewhere safe. **You** never know when **you** might need it.

### When is my service due?

The **vehicle** must be serviced, in line with the terms set out on page 12, by a VAT-registered repairer.

### What should I do if my vehicle breaks down?

If **your vehicle** breaks down, contact **our** customer support line on **0344 573 8051**. If **you** need help at the roadside, either because of a breakdown or an accident, please ring Ayvens Assist on **0344 573 6293**.

### What if I break down and want to use my local repairer?

If **you** want to use **your** local repairer **you** must make sure that they follow **our** claims procedure as set out on page 14 and send their invoice, with any documents **we** ask **you** for to support **your** claim, to **us** at the following address. (The repairer must quote the claim number **we** give them on the invoice.)

Ayvens Warranty Administration  
Jubilee House  
5 Mid Point Business Park  
Thornbury  
West Yorkshire BD3 7AG

Please note: **You** may have to pay for the repairs and then claim the cost back from **us** under your Ayvens Warranty.

### Can I transfer my Ayvens Warranty and Ayvens Assist to a new owner?

If **you** sell **your vehicle** during the period of **your** warranty, **you** can transfer the benefits to the new owner, as long as:

- **you** sell the **vehicle** privately and not through a garage, motor trader, auction or similar company; and
- **we** agree to the transfer.

**You** will have to pay a £25 administration fee. If **we** don't agree to the transfer, **we** will return the administration fee.

See page 26 for the transfer form.

# Ayvens Warranty – contractual agreements

**We** have designed Ayvens Warranty and Ayvens Assist to make sure that **you** get the most from **your** motoring with minimum inconvenience.

Ayvens Warranty is administered by Ayvens Warranty Administration, a trading name of Car Care Plan Limited (referred to in this document as the '**administrator**'). Car Care Plan is one of the UK's leading warranty administration specialists, and **you** will receive a first-class administration service that is always reliable and handles claims quickly and efficiently.

Ayvens Assist is administered by Call Assist Ltd, Axis Court, North Station Road, Colchester, CO1 1UX.

This document explains how Ayvens Warranty and Ayvens Assist work and the many benefits **you** now enjoy as a customer. Always keep this document somewhere safe, as **you** will need it to make a claim.

Please make sure **you** fully understand the terms and conditions relating to the warranty and any other services **you** have chosen.

When **you** receive **your validation certificate**, please check that it contains the correct details and tell **us** immediately if there are any mistakes.



## Claims phone numbers

Mechanical Breakdown Warranty **0344 573 8051**

Ayvens Assist **0344 573 6293**

**Please read the pages listed below before phoning.**

page 12

page 17

# Ayvens Warranty – definitions

Certain words have a special meaning and these words are defined below. To help make this document easy to understand, wherever they appear **we** have highlighted them in bold.

**Administrator** – Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire, BD3 7AG.

**Mechanical or electrical breakdown** – the failure of a **vehicle** part, causing it to suddenly stop working, for a reason other than wear and tear, normal deterioration or negligence.

**Period of cover** – the period **you** are covered for, as shown in the **validation certificate**.

**Validation certificate** – the document (also known as the welcome letter) that the **administrator** will send **you** to confirm the details of **your** warranty.

**Vehicle** – the **vehicle** identified on the **validation certificate**.

**Warranty holder, you, your, yourself** – the person named on the **validation certificate**.

**We, us, our** – Ayvens.



# Ayvens Warranty – parts covered

Ayvens Warranty covers the following mechanical and electrical parts of the covered **vehicle** against **mechanical and electrical breakdown**. It also covers the cost of labour needed to fit or repair the parts.

**Mechanical or electrical breakdown** is the failure of a **vehicle** part, causing it to suddenly stop working, for a reason other than wear and tear, normal deterioration or negligence. Damage caused by the **vehicle** overheating is not considered a **mechanical or electrical breakdown** under the terms of the warranty.

**You** are covered only for the parts described in this document. **Your** warranty does not cover more than the manufacturer's list price for parts.

There is no restriction to the number of claims **you** can make, but the combined total of all **your** claims cannot be more than the value of the **vehicle** at the time **you** bought it.

**Repairs must not start before the administrator has approved them.**

This warranty will cover the cost of replacing the vehicle's catalytic converter (or converters) if the vehicle fails to meet the relevant in-service exhaust emissions standard following a test of its exhaust gas and:

- the catalytic converter (or converters) is no longer serviceable;
- **you** send the results of the failed test to **our** claims department when **you** ask the **administrator** to authorise the repair; and
- after the catalytic converter (or converters) is replaced, **you** send a results print-out from a successful test to **our** claims department with the repair invoice.

This benefit does not cover the cost of replacing the catalytic converter (or converters) if the failure is due to a collision, accidental damage or the wrong fuel being used in the **vehicle**.

## Diesel particulate filter

This warranty will cover the cost of repairing or replacing the diesel particulate filter only if the following conditions apply.

- 1 When the warning light comes on, **you** drive the **vehicle** at the speed and for the distance shown in the owner's document provided by the manufacturer to try to clear the filter.
- 2 If the warning light stays on after **you** have followed the instructions in the owner's document, **you** have the filter regenerated by a VAT-registered dealer. (This warranty does not cover the cost of the regeneration process and **you** must keep the invoice as proof that **you** have had this work carried out.)

## Ayvens Warranty – parts covered (continued)

**Please note:** **We** have the right to provide replacement parts and to carry out repairs or arrange for someone else to do this.

### Infotainment systems

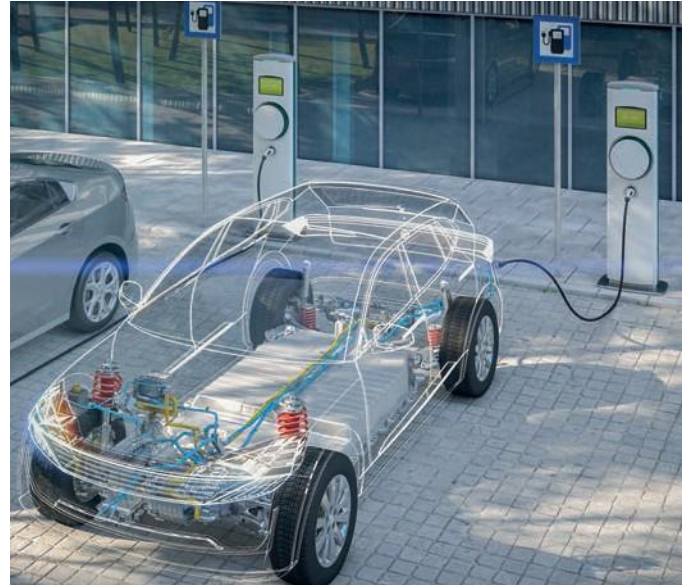
**We** cover the following factory-fitted parts during the period of cover: CD player and CD autochanger, radio (including DAB), DVD player (including integrated rear headrest screens), speakers, TV, telephone and Bluetooth device, USB audio interface and aux-in device, iPod interface (or similar, as long as this part is factory-fitted), satellite navigation system and traffic-management system (not including discs), remote-control and electronic key fobs (not including batteries).

**We** will not cover accidental damage, aerials, design faults and recalled parts, adjustments, upgrades, modifications or parts not fitted by the manufacturer. If any of the parts **we** do cover fail, **we** have the right to provide replacement parts or arrange for the originals to be repaired by a specialist.

**We** understand that the changing technology within motor vehicles can seem complex and confusing. **We** are committed to making sure that all of **our** customers feel comfortable with their **vehicle** warranties and are confident that **we** understand the changing technology and, most importantly, reflect that in **our** products. **We** are pleased to confirm that if **your vehicle** is fitted with any of the following parts, they are covered by **your** warranty.

### Electric vehicles

**We** have added this section to cover the parts that are unique to plug-in hybrids, self-charging hybrids and full electric vehicles.



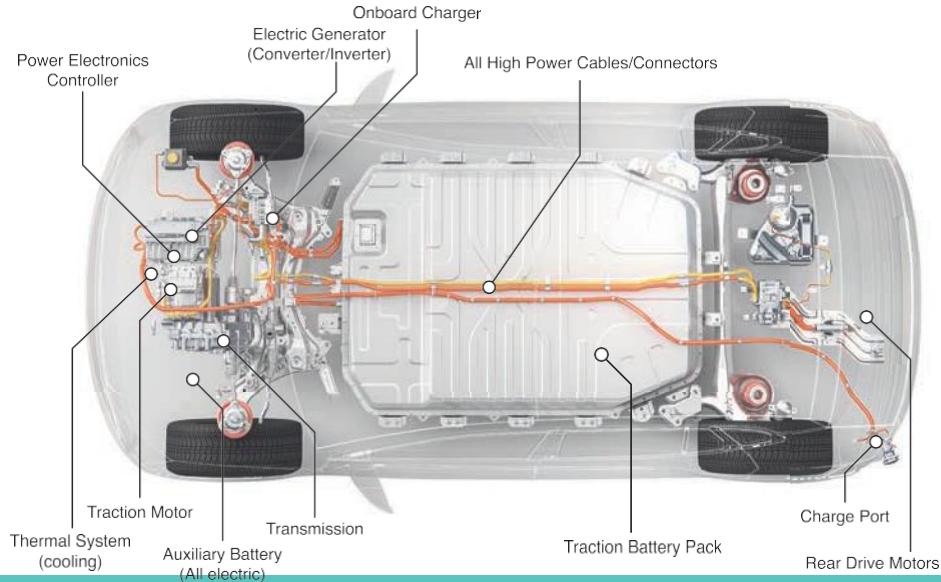
As well as the high level of cover listed throughout this warranty document, there are a number of unique parts in **your vehicle** that relate to the electric power, and some of the extra items covered under this warranty are listed below. These items may or may not be fitted to **your vehicle**, depending on the type of electric drive **you** have chosen (for example, full electric, hybrid or self-charging hybrid).

## Ayvens Warranty – parts covered (continued)

**DC/DC converter:** This device converts higher-voltage DC power from the traction battery pack to the lower-voltage DC power needed to run **your vehicle's** accessories and recharge the auxiliary battery.

**Electric traction motor:** Using power from the traction battery pack, this motor drives the vehicle's wheels. Some vehicles use motor generators that both drive the wheels and charge the battery.

**Onboard charger:** This device takes the incoming AC electricity supplied from the charge port and converts it to DC power for charging the traction battery. It also communicates with the charging equipment and monitors battery characteristics such as voltage, current, temperature and the level of charge while charging the pack.



## Ayvens Warranty – parts covered (continued)

**Power electronics controller:** This unit manages the flow of electrical energy provided by the traction battery, controlling the speed of the electric traction motor and the torque that it produces.

**Thermal system (cooling):** This system maintains the proper operating temperature range of the engine, electric motor, power electronics, and other parts.

**Battery (all-electric auxiliary):** In an electric-drive vehicle, the auxiliary battery provides electricity to power the vehicle's accessories.

**Traction battery pack:** This pack stores electricity for the electric traction motor.

**Transmission (electric):** The transmission transfers mechanical power from the electric traction motor to drive the wheels.

**Electric generator:** This generates electricity from the wheels while braking, transferring that energy back to the traction battery pack. Some vehicles use motor generators that both drive the wheels and charge the battery.

**Charge port:** The charge port allows the vehicle to connect to an external power supply in order to charge the traction battery pack.

### Terms and exclusions for electric vehicles

**Traction battery pack:** A traction battery pack is made up of several battery modules that are mounted together in a frame. Each module is made of many cells mounted together.

The batteries in an electric vehicle undergo cycles of 'discharge' (the use of stored electrical energy when the vehicle is being driven) and 'charge' (when the vehicle is plugged in). Repeating this process over time affects the amount of charge the battery can hold. This decreases the range and time needed between each journey to charge.

While the manufacturer's warranty for the electric **vehicle** battery is in place, that will take precedence over this extended warranty if **you** need to claim for a sudden and unexpected failure.

Charging and discharging a battery will cause gradual deterioration of the battery over time. This warranty covers the main **vehicle** battery for sudden and unexpected failure to hold its charge effectively. Gradual battery deterioration is not covered by this warranty.

The **administrator** will decide the measurement method used to work out battery capacity, and whether to replace, repair or provide reconditioned or re-manufactured parts.

**Charge port:** External charging system parts, including the charge connector and cable, home charging dock and fast-charging port, photoelectric cells, mechanical or electrical failure caused by not maintaining or using the battery correctly, or parts failing as a result of being overloaded, power surges or abnormal use.

## Ayvens Warranty – parts covered (continued)

**Vehicles with leased batteries:** Some makes of vehicle have a separate battery agreement that means the battery is supplied and maintained under a non-ownership 'battery lease' agreement which covers the cost of repairing or replacing the battery. If **you** have one of these agreements in place, the traction battery pack is not covered.

**Manufacturer guarantee on traction battery:** This warranty does not cover **your** traction battery while it is still under the manufacturer's guarantee. Cover under this warranty will not start until the manufacturer's guarantee ends.

# Ayvens Warranty – parts not covered (continued)

## What is not covered

This warranty does not cover the following.

- Body parts such as strikers, hinges or any part which may need adjusting from time to time.
- Body panels, paintwork or glass.
- Interior trim, seats and seat belts.
- Recharging the air-conditioning unit (unless this is needed as part of a covered repair).
- Replacing brake parts due to wear and tear or overuse of the brakes.
- Renewing any clutch parts due to wear, incorrect adjustment or misuse.
- Clearing fuel lines, filters, throttle body and pumps and repairing damage caused by using incorrect or contaminated fuel.
- Replacing batteries (see note below), bulbs and wiper blades, balancing and aligning wheels, replacing or repairing wheels and tyres.
- Repairs that are needed as a result of damage to the **vehicle**, or parts of the **vehicle**, caused by water.
- Any damage caused by frost or lack of antifreeze, an accident or negligence.
- Radios, cassette players, CD players or any other in-car parts not fitted by the manufacturer.
- Exhaust failures that are not due to sudden or unforeseen faults to any weld or joint, modifications, parts added after **you** bought the **vehicle** or parts not fitted by the manufacturer, accidental damage caused by speed bumps or kerbs, or any type of wear and tear or corrosion.
- Normal maintenance, servicing and replacing items such as spark plugs and plug leads.
- Weather strips and body seals.
- Any damage to, or loss of, parts that are not directly covered under this warranty.
- Burnt-out, sticking or pitted valves.
- Any part relating to living in (or staying in) the vehicle. This includes cooking and washing facilities, equipment to supply and dispose of water, the refrigeration system, the gas supply and heating system, and sleeping facilities. **We** do not cover electric and hydraulic motors, pumps, equipment to operate the roof and awning, electric hook-up equipment and any other electrical parts relating to living or staying in the vehicle.
- Damage resulting from the failure of a timing belt which has not been replaced in line with the manufacturer's recommendations. (**We** will only cover this damage if **you** can provide proof that the timing belt has been replaced in line with the manufacturer's service, or was not due to be replaced at the time of **your** claim.)

## Ayvens Warranty – parts not covered (continued)

**Note:** This only applies to vehicles with petrol or diesel engines. For hybrid and electric vehicles, please see page 7.

Please note that oil, oil filter, gaskets, antifreeze and brake fluid if they are needed due to the failure of a covered part are covered as part of a valid claim.

# Ayvens Warranty – terms and conditions (continued)

## Warranty conditions

The conditions of this warranty are set out below. Please take time to read them. **We** will only cover repairs if **you** agree to these conditions.

- 1 It is **your** responsibility to decide whether to authorise a repairer to dismantle **your vehicle** or any covered part. The **administrator** will only accept the cost of dismantling if it is part of an authorised warranty repair.
- 2 The **administrator** is not liable for any statement, assurance or opinion which contradicts the conditions of this warranty unless they have agreed to this in writing.
- 3 **We** can choose whether to provide replacement parts and carry out repairs under this warranty or arrange for a third party to do this.
- 4 If **we** do not carry out the warranty repair, **we** will not pay more than the manufacturer's list prices for parts. For parts which can only be bought from outside the UK, **we** will pay the UK price of an equivalent part. For labour costs that are needed to repair those parts, **we** will pay the repairer's warranty labour rate and actual repair times will be limited to those in the latest Glass's Guide ICME manual or the manufacturer's recommended repair times. With every claim **you** make, **you** must provide a VAT receipt from the repairer authorised to carry out the repair.
- 5 If **you** do not have the **vehicle** serviced in line with the manufacturer's service schedule or maintain the **vehicle** as recommended by the manufacturer, this warranty will not apply to any fault that results from this. When **you** have **your vehicle** serviced, **you** are allowed 1,000 miles either side of the service mileage or four weeks either side of the time period given, whichever comes first. It is important that **you** keep **your** service receipts as they may be needed to validate any claim **you** make. Please note that if **you** do not have **your vehicle** serviced at one of **our** locations, it must be serviced by a VAT-registered repairer, unless the **administrator** has agreed otherwise.
- 6 This warranty is valid for breakdowns in the UK (which includes Great Britain and Northern Ireland), the Channel Islands and the Isle of Man. The warranty is also valid while **your vehicle** is outside the UK, but within the EU or the EFTA (European Free Trade Association), for up to 60 days a year.
- 7 **You** have the right to cancel this warranty within 14 days of receiving **your validation certificate**. Please contact Ayvens who will arrange the refund. **You** can still cancel **your** warranty after this period, but **you** will not receive a refund. **We** will not pay a refund if **you** have made a claim, regardless of when **you** cancel. Please note that if this warranty is provided free of charge, **we** will not pay a refund.
- 8 This warranty does not cover the following.
  - a Any **vehicle** where the speedometer or milometer has been interfered with, altered or disconnected
  - b Repairs, replacements or alterations not authorised by the **administrator**

## Ayvens Warranty – terms and conditions (continued)

- c Routine servicing or maintenance of a **vehicle**
  - d Repairs to **vehicles** which have been modified after the warranty is sold, if that modification has contributed to the failure or has failed itself
  - e Any **vehicle** used for hire or reward (such as taxis or courier, delivery or driving-school vehicles), any commercial **vehicle** with a gross vehicle weight of more than 3.5 tonnes, or a **vehicle** used in any sort of competition, including track days, rally or racing
  - f **Vehicles** that are used to provide a public service (for example, police vehicles or ambulances)
  - g The gradual reduction in performance of any part (fair wear and tear) due to the age of the **vehicle** or the number of miles it has covered (or both)
  - h Any liability for death, bodily injury, damage to property or loss caused directly or indirectly by the claim or event leading to a claim under this warranty (this exclusion does not apply to any death or bodily injury caused by the repairer or any of their agents being negligent)
  - i Any damage which is due to any type of accident
  - j Any damage which is a direct result of something **you** or anyone else (other than the repairer or their agents) has done or has failed to do
  - k Any parts which are replaced as part of a normal service
  - l Any damage to parts which are being recalled by the **vehicle's** manufacturer or which have design faults
  - m Any failure caused by faults which a qualified engineer thinks could have existed before the warranty began
  - n Any damage to parts caused by using the wrong fuel or contaminated fuel
  - o Parts or repairs that are covered by any other warranty or insurance
- 9 This contract will be governed by and interpreted in line with the laws of England and Wales. Any disputes arising in relation to this warranty will be dealt with in the English courts.
- 10 Nothing in these conditions will reduce **your** legal rights relating to faulty or mis-described goods. For more information about **your** legal rights, contact **your** local trading standards department or citizens advice bureau.
- 11 The period of the warranty is shown in the **validation certificate**. If, for any reason, the standard manufacturer's warranty period does not apply, the start and end date of this warranty will still be as shown on the **validation certificate**. If this warranty starts earlier than the date shown on the **validation certificate** because the manufacturer's warranty has ended sooner than expected because of **your vehicle's** mileage, this warranty will end earlier than shown and reflect the warranty period bought or provided.

# Ayvens Approved Warranty – how to claim

Take **your vehicle** to a repairer of your choice. After confirming that the warranty and repair request are valid, they will handle the repair on **your** behalf.

Ask the repairer to contact **our** warranty department on 0344 573 8051, with the following information, before starting any work.

- The fault
- The date the fault was first noticed
- The **vehicle** mileage
- Details of the parts that need to be replaced, and a full detailed estimate of parts and labour costs

Once the **administrator** authorises the repair, **our** warranty department will issue a claims number to the repairer. The local Ayvens repairer. The local Ayvens repairer will then handle the repair on **your** behalf.

Once the **administrator** authorises the repair, **our** warranty department will issue a claim number to the local repairer. The local repairer will then handle the repair on **your** behalf.

If **your vehicle** breaks down outside the UK, the following conditions apply.

- a The repair must be carried out in a country that is a member of the EU or the EFTA (European Free Trade Association).
- b The **administrator** will not pay more than the equivalent UK rate for labour charges and manufacturer list prices for parts at the date of the repair.

c **You** should authorise the repair work yourself and contact the **administrator** to claim back the cost when **you** return to the UK. The administrator's liability is up to any claim limit stated in this document.

d Once the **administrator** has received a valid invoice they will repay **you** in pounds sterling at the rate of exchange that applied at the time of the repair.

Please make sure that the repairing dealer does the following.

- Makes a note of the warranty authority number issued by **our** warranty department
- Carries out the repair, then makes the invoice out to 'Ayvens' and sends the invoice, claim number and service receipts (if **we** have asked for these) to:

Ayvens Warranty Administration  
Jubilee House  
5 Mid Point Business Park  
Thornbury  
West Yorkshire BD3 7AG

The above procedures do not affect **your** legal rights as a consumer.

## Important phone numbers

Administration and claims helpline: **0344 573 8051**

To make sure that **you** receive the highest level of service, calls to the **administrator** are recorded.

# Ayvens Warranty – extra benefits and driving abroad

If **you** make a valid claim, **we** will provide the following extra benefits.

## Replacement vehicle

Once **your** repair is authorised, **your** chosen repairer will be able to help **you** arrange a replacement vehicle, up to a mid-sized saloon, for up to seven days. **You** can only have a replacement vehicle if **your vehicle** is being repaired under this warranty and the **administrator** has approved **your** claim.

**You** will have to pay for fuel and insurance for the replacement vehicle.

**You** cannot have a replacement vehicle for the first 24 hours that **you** are without **your vehicle** or during any delay to the repair that is caused, for example, by the repairer having to wait for parts.

## Driving abroad

The warranty is valid for up to 60 days per year for driving in the EU or the EFTA (European Free Trade Association). The **administrator** will not pay more than the equivalent UK cost for parts and labour.

Please note, **we** will not provide these benefits if the part that has failed is not covered by this warranty. Payments will be limited to the amounts shown in the **validation certificate**.

# Ayvens Assist – general information

## Definitions

Certain words have a special meaning and these words are defined below. To help make this document easy to understand, wherever they appear **we** have highlighted them in bold. Please note, these definitions apply to the Assist section only. See page 5 for the definitions that apply to the warranty.

**Breakdown** – a mechanical or electrical failure, puncture or accident, which immediately means **you** cannot drive the **vehicle**.

**Passengers** – all people travelling in the **vehicle** at the time of the **breakdown**, up to the legal limit, who have not paid a fare to travel.

**Territorial limits** – Great Britain, Northern Ireland, Isle of Man, Jersey and Guernsey.

**Us, we** – Ayvens Assist.

**Vehicle** – the **vehicle** covered by **your** warranty, as shown on the validation certificate.

**You, your** – the person named on the validation certificate.

## Important note

Cover is available immediately, but details of **your** cover may not reach **us** by the time **you** need assistance. Although unlikely, if this happens **we** will still help **you**. However, before **we** can help **you** **we** will ask for **your** credit card or debit card details and ask **you** to authorise payment of the estimated cost of the assistance. If **we** receive confirmation that **you** do not have enough cover, **we** will take payment for any costs that are not covered. If **we** receive confirmation that **you** do have enough cover, **we** will not take any payment.

**To report a breakdown call 0344 573 6293.**

**If you have the Call Assist app, you can use it to report, track and receive progress updates on your breakdown.**

**Please note – you will still need the above phone number when you report a breakdown using the Call Assist app as you will be asked to enter it in the 'Emergency Assistance Phone Number' box.**

If **you** have an android phone, **you** can download the Call Assist app at:

[https://play.google.com/store/apps/details?id=com.callassist.breakdown&hl=en\\_US](https://play.google.com/store/apps/details?id=com.callassist.breakdown&hl=en_US)

If **you** have an iPhone, **you** can download the Call Assist app at:

<https://apps.apple.com/gb/app/call-assist-vehicle-rescue/id6446279862>

## Ayvens Assist – general information (continued)

Give the rescue co-ordinator who answers **your** call the following information.

- **Your** name and confirmation that **you** are a Ayvens customer
- **Your** warranty number and car registration number
- Where **your vehicle** is and what seems to be the problem (for example, if **you** have a puncture, tell the rescue co-ordinator **your** tyre size)

If **you** also intend to claim under **your** warranty, **you** must call the administrator on **0344 573 8051** and get authorisation before any repairs are started.

**If your vehicle breaks down, please call our 24-hour control centre on ~~0344 573 6293~~ or report the breakdown using the Call Assist app.**

With Ayvens Assist, as part of **your** warranty **you** will be entitled to the following services.

### Home assist, roadside assistance and nationwide or local recovery

If **you** break down at **your** home address or anywhere within the **territorial limits**, **we** will send help. **We** will arrange to pay call-out fees and mileage charges needed to repair or help with the **vehicle**. If **our** recovery operator cannot repair the **vehicle** at the roadside, **we** will arrange and pay for **your vehicle**, **you** and any **passengers** to be taken to the nearest garage that can carry out the repair. If that is not possible, **we** will arrange for **your vehicle**, **you** and any **passengers** to be taken to **your** home or planned destination.

Please note, any repairs carried out by **our** recovery operators at their premises would need to be authorised by the administrator beforehand.

### Caravans and trailers

If **your vehicle** breaks down and **your** caravan or trailer is attached, as long as it is fitted with a standard towing hitch and is not more than 23 feet long, **your** caravan or trailer will be recovered with **your vehicle** at no extra cost.

### Message service

If **you** ask us to, **we** will pass on two messages to **your** home or office to let them know **you** have broken down.

## Ayvens Assist – general information (continued)

### Accident cover

If **your vehicle** is involved in an accident which means **you** cannot drive it or it would be illegal to drive it, **we** will take **your vehicle** to a nominated local address within the UK.

### Puncture cover

If **your vehicle** has a puncture and **we** cannot repair it at the roadside, **we** will take **your vehicle, you** and any **passengers** to the nearest garage that is able to carry out the repair. If this is not possible **we** will take **you** to **your** home address or planned destination. **You** must carry an inflation kit in **your vehicle** so **we** can try to repair any punctures at the roadside.

If **your vehicle** does not have a spare wheel because the manufacturer did not provide one, or the nearest garage is further than the distance **you** can travel on run-flat tyres, **we** will provide help.

### Toll fees

If **you** make a valid claim, **we** will pay ferry and toll fees in the UK only.

### Battery-range anxiety (full electric vehicles only) and running out of fuel (non-electric vehicles)

If **your** electric **vehicle** runs out of charge, **we** will take **your vehicle, you** and any **passengers** to the nearest charge point or to **your** home address or planned destination.

If **your** non-electric **vehicle** runs out of fuel, **we** will take **your vehicle, you** and any **passengers** to the nearest fuel refilling station or to **your** home address or planned destination.

Please note, there is a limit of two call-outs for this in each warranty period.

# Ayvens Assist – exclusions

## Exclusions

Ayvens Assist does not cover the following.

- 1 Any caravan or trailer where the total length is more than 23 feet or which is not attached to the **vehicle** with a standard towing hitch.
- 2 Contracts not registered with **us**.
- 3 The cost of any parts or materials used to repair the **vehicle**.
- 4 Any costs or expenses not authorised by **our** rescue co-ordinators.
- 5 The cost of food, drinks, phone calls or similar items.
- 6 The cost of alternative transport.
- 7 The cost of petrol, oil or insurance for a hire vehicle.
- 8 The use of specialist equipment which may occasionally be needed because the **vehicle** is not between the kerbs or has modifications, or because nearby obstructions are making it difficult to help **you** using the usual methods.
- 9 Assistance that is needed due to lost or broken keys or the keys being locked in the **vehicle**.
- 10 Recovering the **vehicle**, **you** and any **passengers** if repairs can be carried out at or near the scene of the **breakdown** within a reasonable time. If **we** do recover the **vehicle**, **we** will take the **vehicle**, **you** and any **passengers** to the same address.
- 11 Overnight accommodation or car-hire charges.
- 12 **Breakdowns** which **our** recovery operator considers are caused by failure to maintain the **vehicle** in a roadworthy condition, including routine maintenance or keeping the oil and water to the recommended levels.
- 13 If **we** cannot provide the service that is needed because the **vehicle** does not carry a serviceable spare wheel as provided by the manufacturer.
- 14 Any request for service if the **vehicle** cannot be reached due to snow, mud, sand or flood, or where the **vehicle** is not accessible or cannot be transported safely and legally using a standard transporter.
- 15 Any request for service if the **vehicle** is being used for motor racing, rallies, public hire, private hire or any contest or speed trial, or practice for any of these activities.
- 16 Vehicles that are overloaded or carrying more **passengers** than they are designed to carry.
- 17 Claims which **you** do not tell **us** about before agreeing to any expenses.
- 18 The charges of any company (including police recovery) other than **our** recovery operator.
- 19 Loss or damage to the **vehicle** or its contents.
- 20 Direct or indirect loss, damage or liability caused by, contributed to or arising from:

## Ayvens Assist – exclusions (continued)

- ionising radiation or radioactive contamination from nuclear fuel or the nuclear waste from burning nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any nuclear equipment or machinery (or any of its nuclear parts); or
- any results of war, invasion, hostilities (whether war is declared or not), rebellion, revolution, uprising or overthrowing of power.

**21** Any false or fraudulent claims.

**22** **You** failing to meet any requests by **us**, **our** rescue co-ordinators or **our** recovery operators concerning the assistance being provided.

**23** Fines and penalties set by courts.

**24** Any charges where, after contacting **us**, **you** arrange to have the **vehicle** recovered or repaired by another organisation.

**25** Ferry and toll charges outside mainland UK.

**26** Any claims relating to vehicles over 35 cwt or 3.5 tonnes.

**27** Any service or insurance cover where any recommended action or repairs have not been carried out following a previous **breakdown**.

**28** More than six call-outs per warranty per year.

**29** Claims that would take the combined value of claims to more than £2,500 in any one year.

### General conditions

**1** **We** will provide cover if:

- **you** have met all the terms and conditions in this contract; and
- the information **you** have given **us** is correct, as far as **you** are aware.

**2** The driver of the **vehicle** must stay with or near the **vehicle** until help arrives.

**3** **We** may cancel the contract, without refunding any payments **you** have made, by sending seven days' notice to **your** last registered address. However, **we** must have valid reasons for doing so. Valid reasons include, but are not limited to:

- **we** suspect or have proof of fraud;
- **we** discover **you** are no longer eligible for cover with **us**; or
- **you** are threatening or abusive towards **our** staff or the people **we** instruct to help with **your breakdown**, including the recovery operators.

Ayvens Assist is administered by Call Assist Ltd.

Call Assist Ltd

Axis Court

North Station Road

Colchester CO1 1UX.

Ayvens Assist helpline **0344 573 6293**

# Important information

## How to make a complaint

We hope that **you** will be pleased with the service **we** provide.

In the unlikely event that **you** have a complaint, **you** should contact the **administrator** on **0344 573 8051**, or write to The Complaints Team, Ayvens Warranty Administration, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire, BD3 7AG.

**You** can also email the **administrator** at [complaints@motor-admin.com](mailto:complaints@motor-admin.com).

Please tell the **administrator your** name and **your** claim number or product 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.

**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](http://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](http://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 <https://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.



# Important information (continued)

## 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](http://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

## Important information (continued)

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 below 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

## Important information (continued)

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](mailto:CCPH_DPA@carcareplan.co.uk).

# Form to transfer the warranty and recovery to a new owner

## New owner's details

Name

Address

## Vehicle details

Registration number

Mileage at transfer

## Warranty details

Policy number

**Warranty holder's** signature

## New owner's declaration and signature

I have read and agree with the terms and conditions of the warranty and recovery and would like it to transfer to me.

New owner's signature

Date of transfer

Please check that all services that were due have been carried out as the warranty may not be valid if not.

When **you** have filled in this form, send it with a cheque for £25, made payable to Car Care Plan Limited, to:

Ayvens Warranty Administration  
Jubilee House  
5 Mid Point Business Park,  
Thornbury, West Yorkshire  
BD3 7AG.





## **Ayvens Warranty**

Ayvens Warranty claims 0344 573 8051

Ayvens Assist 0344 573 6293

Customer Services 0344 573 8051

Please read the relevant 'How to claim' section before phoning.