

## HONDACARE ASSISTANCE TERMS AND CONDITIONS

IF YOU FIND YOURSELF IN AN EMERGENCY SITUATION AND IN NEED OF ANY OF THE SERVICES LISTED BELOW, PLEASE REFER TO THE TELEPHONE NUMBERS LISTED IN YOUR HONDACARE ASSISTANCE GLOVEBOX ATLAS OR GUIDE.

These terms and conditions form an agreement between Honda Motor Europe Limited trading as Honda (UK) and Authorised Drivers and use of Hondacare Assistance shall be deemed to constitute their acceptance. Honda has sub-contracted provision of some of these services to its carefully selected provider to provide these services. For the avoidance of doubt, nothing in these terms and conditions shall create any contractual relationship between the Authorised Driver and our sub-contractor.

**Note: We provide Hondacare Assistance on a complimentary basis. We also provide Hondacare Assistance in our absolute discretion; subject to that discretion we will use all reasonable endeavours to provide you with assistance.**

### DEFINITIONS

“Assistance Period” means, in the case of a new Honda vehicle sold by a Honda dealer in the UK 3 years from the date of first registration, and in the case of a used vehicle sold as a Honda Approved Used vehicle up to 4 years from the date of sale

“Authorised Driver” any person driving a Relevant Vehicle with the lawful authority to do so, including but not limited to the registered owner.

“Breakdown” means breakdown in relation to which a Relevant Vehicle is authorised to and receives Hondacare Assistance;

“Home” the Authorised Driver’s permanent residential address in the UK.

“Relevant Vehicle” means a vehicle entitled to seek Hondacare Assistance; and

“We”, “Our” “Honda” means Honda Motor Europe Limited trading as Honda (UK) (and as the context permits, our chosen sub-contractors).

### UK TERMS AND CONDITIONS

#### Part 1 - General Terms of Contract applicable to Hondacare Assistance

1. Hondacare Assistance, is provided on a complimentary basis. The assistance which includes Roadside Assistance, Roadside Assistance from Home, Recovery and Recovery Plus may be provided at our absolute discretion. However, subject to that discretion, we will use all reasonable endeavours to provide you with assistance. Subject to authorisation, Hondacare Assistance is available to the Authorised Driver of a Relevant Vehicle during its Assistance Period, 7 days a week, 365 days a year, when it is immobilised as a result of a Breakdown in the UK.

2. Hondacare Assistance is designed to provide emergency breakdown and recovery facilities; it does not, of course, remove the need to keep the Relevant Vehicle properly maintained and serviced.

3. In the event of a breakdown and the Authorised Driver needs help, the Authorised Driver should always contact Hondacare Assistance direct. Honda dealers and garages approached independently will expect payment and subsequently the Authorised Driver will have to settle the bill and the Authorised Driver will not be entitled to seek reimbursement under Hondacare Assistance.

4. Hondacare Assistance is only applicable to motor vehicles up to a maximum weight limit of 3500Kg (3.5 tonnes) gross vehicle weight ("gvw"). If caravans or trailers are being towed at the time of the breakdown, and, if Honda Assistance is authorised, we will endeavour to recover these along with the Relevant Vehicle (if appropriate towing them) providing the gvw of the caravan or trailer along with the Relevant Vehicle, does not exceed 3.5 tonnes. There are additional length and width restrictions under Recovery service. Maximum vehicle length, 18ft (5.5m), Maximum Vehicle Width, 7 feet and 6 in (2.3M). Assistance may be provided to recover caravans or trailers of a length greater than 18ft (5.5m) but not exceeding 26ft (8m) along with the Relevant Vehicle (if appropriate towing them) provided that this can be done safely under tow and the gvw of the caravan or trailer along with the Relevant Vehicle, does not exceed 3.5 tonnes. A caravan or trailer is not entitled to receive assistance for any fault or defect relating to the caravan or trailer itself.

5. If eligibility for Hondacare Assistance cannot be validated or for whatever reason authorisation is not confirmed at the time of a request for service, the Authorised Driver may be asked to complete and sign a "Promise to Pay" form in relation to the repayment of the cost of any service provided if eligibility cannot subsequently be validated or if authorisation is not subsequently given.

6. Services may be refused if the Authorised Driver is not present at the time of the breakdown and is unable to be present at the time assistance arrives.

7. Service under Hondacare Assistance is only available to Relevant Vehicles. Authorisation may be refused at our absolute discretion in certain circumstances for example, should the vehicle be ineligible for Hondacare Assistance. Authorisation for attendance will also be declined in non-emergency situations where the vehicle is still mobile and the journey can be continued both legally and in safety.

8. Hondacare Assistance will not be authorised where:

- (a) the Relevant Vehicle was, immediately before the Breakdown dangerous, overladen or unroadworthy;
- (b) the giving of service would breach the law; or
- (c) there has been an unreasonable delay in reporting the Breakdown.

9. Complimentary **Hondacare Assistance - what will not be included:**

- Vehicle servicing or vehicle re-assembly where required as a result of neglect or unsuccessful work on the vehicle other than on the part of Honda or its chosen sub-contractors or agents who provide services under Hondacare Assistance;
- Routine maintenance and running repairs, such as fixing faulty radios, cd players, interior light bulbs, heated rear windows;
- The cost of spare parts, fuel, oil, keys, or other materials required to repair the Relevant Vehicle;
- The cost of garage labour not provided at the scene of the Breakdown required to repair the Relevant Vehicle;

- Any additional charges resulting from failure to carry a legal and serviceable spare wheel(s) or tyre(s) in the Relevant Vehicle (if not supplied as standard from the Manufacturer). We will endeavour to arrange assistance from a third Party on behalf of the Authorised Driver but will not pay for the cost of the call out or any repair. All other costs are the responsibility of the driver;
- Any costs or charges connected with the drainage or removal of fuel, lubricants or other fluids due to the introduction of an inappropriate fluid;
- Having the Relevant Vehicle stored or guarded in the absence of the Authorised Driver;
- Providing service to the Relevant Vehicle when it is on private property, for example garage premises, service may be refused unless the Authorised Driver can establish to our satisfaction that permission has been given by the relevant owner or occupier;
- Any personal transportation costs except those included in Recovery Plus;
- Any ferry or toll charges levied on relation to the vehicle which is being towed or recovered.

10. We will endeavour to provide assistance for no more people than the legal seating capacity of the Relevant Vehicle up to a maximum of seven people (including the driver) provided that such people were travelling in the Relevant Vehicle at the time of the Breakdown.

11. Service may be refused at our absolute discretion and in particular where it is requested to deal with the same or a similar fault or cause of breakdown to that attended to in regard to the same vehicle within the preceding 28 days. It is the Authorised Driver's responsibility to make sure that emergency repairs carried out are, where appropriate, followed as soon as possible by a permanent repair. If there is cause to believe that Hondacare Assistance is being over used in relation to a fault or cause of breakdown for which service has been provided on previous occasions, future authorisation may not be considered until such time as a permanent repair is carried out. Nothing in this provision shall affect any rights the Authorised Driver may have in relation to any negligence or breach of any other legal duty on the part of Honda, its sub-contractors, agents or any other person providing service under Hondacare Assistance.

12. Service may be refused at our absolute discretion and in particular for any person otherwise entitled to assistance for the Relevant Vehicle, where it is reasonably considered that they or anyone accompanying any such person:

- (a) is behaving or has behaved in a threatening or abusive manner to our employees, patrols or agents, or to any third party contractor;
- (b) has falsely represented that they are entitled to services which they are not entitled to; or
- (c) has assisted another person in accessing our services to which they are not entitled; or
- (d) owes us or our sub-contractors or agents money with respect to any services, spare parts or other matters provided by us or by a third party on our instruction.

13. Hondacare Assistance does not provide any right for the transport or the arrangement of transport of any animal. If sub-contractors or our agents, at their discretion, agree to transport an animal, then any such transport will be at the Authorised Driver's own risk. It is the Authorised Driver's responsibility to secure any animal being transported or to make alternative arrangements for its transportation.

14. If a locksmith, body-glass or tyre specialist is, in our opinion, needed, if Hondacare Assistance is authorised we will endeavour to arrange their help on behalf of the Authorised Driver, however, we will not pay for their services and the contract for repair will be between the Authorised Driver and the repairer. Further, if use of a locksmith or other specialist would, in our opinion, mobilise the vehicle, we will not endeavour to provide any further service for the breakdown in question.

15. If specialist equipment (not normally carried by our patrols) is in our view, required to provide assistance - for example (but not restricted to) when a Relevant Vehicle has left the highway, is in a ditch, is standing on soft ground, sand or shingle or is stuck in water or snow, or which has been immobilised by the removal of its wheels, provided that Hondacare Assistance is authorised we will endeavour to arrange recovery but at the Authorised Driver's cost. Once the Relevant Vehicle has been recovered to a suitable location, normal service will be provided in keeping with Hondacare Assistance.

16. Service will not be provided where this is requested in regard to the Relevant Vehicle which requires service by reason of, or immediately following, participation in any racing, rallying, trials or time-trials, auto test or other motor sports event ("Motor Sports Event"). However, for the avoidance of doubt, we do not consider the following activities to be Motor Sports Events, and thus will endeavour to provide service to a participating Relevant Vehicle if properly requested:

a) "concours d'elegance" events

b) Track test days for road-legal vehicles;

c) Rallies held exclusively on open public highways where participants are required to comply with all operative speed limits.

17. Service from the patrols of our chosen service providers is subject to availability and may be supplemented by their appointed garages or agents.

18. Our sub-contractor's patrols are trained and equipped to carry out emergency roadside repairs and are not in a position, and should not be expected, to comment on the general safety or roadworthiness of a vehicle after a breakdown, or emergency repair. In addition, completion of an emergency repair cannot be taken to signify, or in any way guarantee, the general roadworthiness of the vehicle concerned.

19. Where service has been refused as a result of the Relevant Vehicle being deemed dangerous, over laden or unroadworthy, Hondacare Assistance will endeavour to arrange assistance on behalf of the Authorised Driver but will not pay for this service.

20. The Authorised Driver will be required to pay for any consumables provided as part of the service provided under Hondacare Assistance.

21. It is the Authorised Driver's responsibility to ensure that any temporary repairs carried out under Hondacare Assistance to mobilise the vehicle are followed as soon as is possible by a permanent repair. Please refer to the terms of the vehicle warranty with respect to the carrying out of repairs by Honda dealers.

22. While Hondacare Assistance seeks to provide assistance at all times, even where it has been authorised, resources are finite and this may not always be possible. We shall

not be liable for service failures where we choose not to exercise our discretion or if authorisation was given where service failure was due to circumstances outside our reasonable control. Events which might constitute circumstances outside our reasonable control include (but are not limited to) Acts of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, acts of government or authority (including the refusal or revocation of any licence or consent), fire, subsidence, explosion, flood, snow, fog or other bad weather conditions, vehicle, equipment or systems failures, shortages of fuel or other necessary supplies, failure of telecommunications lines or systems, default of suppliers or sub-contractors, theft, malicious damage, strike, lock out or industrial action of any kind.

23. Honda shall not, nor shall Honda's sub-contractors or service providers (or their sub-contractors) who provide service under Hondacare Assistance in any event, and to the extent permitted by law, have any responsibility for any increased costs or expenses, for any loss of profit, business, contracts, revenue or anticipated savings or for any special, indirect or consequential losses incurred as a result of or in connection with any service, whether resulting from tort (including negligence or breach of statutory duty), breach of agreement or otherwise. For the avoidance of doubt, nothing in this clause or these terms and conditions shall exclude or restrict our liability for negligence resulting in death or personal injury.

24. Failure to enforce or non-reliance upon any of these terms and conditions on a particular occasion or occasions will not prevent us from subsequently relying on or enforcing them.

25. These terms and conditions of service may be varied on our giving of reasonable notice where we reasonably consider it necessary to do so in order for the services supplied to comply with any changes in the law or regulations applicable thereto.

26. The headings used in these terms and conditions are for convenience only and shall not affect the interpretation of its contents

27. None of the terms and conditions, or benefits, of, or under, this agreement with us are enforceable by any third parties except that paragraph 16 may be enforced by our sub-contractor or service providers. For the avoidance of doubt, and without limitation to the generality of the foregoing, any rights under The Contract (Rights of Third Parties) Act 1999, or any replacement thereof, are hereby excluded. Nothing in these terms and conditions shall create a contractual relationship between the Authorised Driver and Honda's chosen service provider or its agents or sub-contractors.

28. The laws of England and Wales will apply to these terms and conditions and they are subject to the non-exclusive jurisdiction of the English courts.

29. Nothing in these Terms and Conditions shall affect the statutory rights of the Authorised Driver as a consumer.

## **Part 2 – Complimentary Roadside Assistance Complimentary Roadside Assistance**

### **What is included**

- We may provide Roadside Assistance in our absolute discretion. However, subject to that discretion, we will use all reasonable endeavours to provide you with assistance.
- If the Relevant Vehicle is stranded on the highway more than a ¼ mile from the Home following a breakdown of the Relevant Vehicle and we authorise Roadside Assistance, we will seek to effect a roadside repair if, in the reasonable opinion of Hondacare Assistance sub-contractors patrol or appointed agent, this can be achieved in a reasonable time.
- If the Relevant Vehicle cannot be fixed within a reasonable time, we will endeavour to take it to the nearest authorised repairer or, alternatively, to a local destination of the Authorised Driver's choice, provided it is no further. It is then the Authorised Driver's responsibility to instruct the repairer to make any repairs required. Any contract for repair will be between the Authorised Driver and the repairer, and it is the Authorised Driver's responsibility to pay them. Hondacare Assistance does not make any guarantee and in particular does not guarantee that any recovery to an appropriate authorised repairer will be within the opening hours of the repairer or that the repairer will be immediately available to undertake any required repair.

### **What is not included**

- Roadside Assistance does not include any additional transport or other costs that the Authorised Driver might incur, whether as a result of the Relevant Vehicle being towed or otherwise.
- Assistance following a breakdown attended by the police or other emergency service, until the services concerned have authorised the vehicle's removal. If the police or emergency service concerned insist on immediate recovery by a third party, the cost of this must be met by the Authorised Driver.
- Matters excluded under General Terms of Hondacare Assistance.

### **Part 3 – Roadside Assistance at Home**

#### **What is included**

- We may provide Roadside Assistance at Home in our absolute discretion. However, subject to that discretion, we will use all reasonable endeavours to provide you with assistance.
- If we authorise Roadside Assistance at Home, we will endeavour to provide assistance when the Relevant Vehicle is immobilised following a breakdown at or within a quarter of a mile of the Home address.
- If a prompt local repair is not possible, we will endeavour to take the Relevant Vehicle to the nearest authorised repairer or, alternatively, to a destination of the Authorised Driver's choice, provided it is no further. It is then the Authorised Driver's responsibility to instruct the repairer to make any repairs required. Any contract for repair will be between the Authorised Driver and the repairer, and it is the Authorised Driver's responsibility to pay them. We do not make any guarantee and in particular do not guarantee that any recovery to an appropriate

local repairer will be within the opening hours of the repairer or that the repairer will be immediately available to undertake any required repair.

#### **What is not included •**

- Matters excluded under Roadside Assistance and the General Terms of Hondacare Assistance.

#### **Part 4 - Recovery**

##### **What is included**

- We may provide Recovery in our absolute discretion. However, subject to that discretion we will use all reasonable endeavours to provide you with assistance.
- If we authorise Recovery, we will endeavour to provide Recovery following a breakdown involving a Relevant Vehicle more than a quarter of a mile from the Home address and a local repair cannot be arranged within a reasonable time.
- We will endeavour to provide Recovery of the immobilised Relevant Vehicle (if a caravan or trailer which was on tow at the time, provided it is within the size limits), we will also endeavour to recover this and a maximum of 7 persons, but limited to the maximum number of persons the Relevant Vehicle is designed to carry and for whom there are fixed seats and restraints to a single destination of the Authorised Driver's choice on the UK mainland or in Northern Ireland. If there are more people than the maximum allowed, Hondacare Assistance may seek to arrange, but will not pay for, their onward transportation.

##### **Note:**

After the Relevant Vehicle has been recovered, any subsequent repairs will be at the Authorised Driver's cost. It is also the Authorised Driver's responsibility to arrange and pay for the Relevant Vehicle's collection, should that be necessary.

##### **What is not included**

- The recovery of any vehicle which is at or within a quarter of a mile from the Home address. ▪ Recovery will not be provided if we are able to arrange a prompt local repair within a reasonable time.
- A second or subsequent Recovery, after the Relevant Vehicle has been recovered following a breakdown.
- The transport of immobilised vehicles where we consider this to be part of a commercial activity, for example, to, from or for motor dealers or delivery companies.
- The transport of vehicles being used for racing, rallying, trials or time trials, auto tests or other motor sports events.
- The recovery of any vehicle that we consider would be dangerous or illegal for us to load or transport (including, but not limited to, overladen vehicles).
- Assistance following a breakdown attended by the police or other emergency service, until the services concerned have authorised the vehicle's removal. If the police or emergency service concerned insist on immediate recovery by a third party, the cost of this must be met by the Authorised Driver.

- Any incidental expenses that may arise during a recovery. We cannot accept any costs for passengers who do not accompany the Relevant Vehicle while it is being recovered under Recovery.
- The recovery of any vehicles bearing trade plates and/or which we have reason to believe have just been imported or purchased at auction.
- The recovery of animals, horses or livestock.
- Ferry costs.
- Matters excluded under Roadside Assistance and the General Terms of Hondacare Assistance.

## **Part 5 – Recovery Plus**

Recovery Plus is available at our absolute discretion if the Relevant Vehicle is stranded on the highway following a breakdown and a local repair cannot be arranged in a reasonable time. This must be requested within 48 hours of the breakdown incident.

In the event of an accident, Recovery Plus will not be available. In regard to all matters referred to in this clause, the Authorised Driver must give us, on request any relevant information we reasonably request.

Recovery Plus may be provided at our absolute discretion and in the event that we authorise the provision of Recover Plus, we may in our absolute discretion select one of the following options to be provided:

- Overnight accommodation; OR
- *Replacement vehicle*; OR
- *Public transport costs*

## **Overnight Accommodation**

### **What is included**

- In the event that, in our absolute discretion, this is authorised we will arrange overnight accommodation (maximum £100 per person up to the total sum of £300) on the day of the breakdown at a hotel of our choice and will arrange for the transport the Authorised Driver of the Relevant Vehicle and up to a maximum of 7 persons, but limited to the maximum number of persons the Relevant Vehicle is designed to carry and for whom there are fixed seats and restraints to the hotel.
- In the event that, in our absolute discretion, this is authorised we will pay the hotel direct for one night's bed and breakfast for the Authorised Driver and up to a maximum of 7 persons, but limited to the maximum number of persons the Relevant Vehicle is designed to carry and for whom there are fixed seats and restraints (see General Terms of Hondacare Assistance).

### **What is not included**

- Recovery Plus is not available following an accident.
- Any additional costs incurred by the Authorised Driver or those travelling with the Authorised Driver, such as other meals, drinks, telephone calls and newspapers. The Authorised Driver must settle these direct with the hotel before leaving.

## **Replacement vehicle**

### **What is included**

In the event that, in our absolute discretion, this is authorised this benefit consists of arranging and payment for a replacement car of up to a mid range saloon or equivalent of up to 1,600cc, plus insurance, for up to 72 hours. Hire cars are supplied from third party suppliers and are subject to availability and to the supplier's terms and conditions (which may from time to time change) which the Authorised Driver will be required to enter into with the supplier and which, among other things, will require or include:

- Production of a full driving licence valid at the time of issue of the hire vehicle (some suppliers may require additional identification or information). Restrictions on acceptability of driving licence endorsements or the absence thereof.
- Limitations on the availability and/or engine capacity of the replacement vehicle
- A cash or credit card (with sufficient credit) deposit - e.g., for fuel.
- Drivers to be aged at least 21 years or over and to have held a full driving licence for at least 12 months.

**Note:** Replacement vehicles are supplied to the Authorised Driver by our chosen suppliers. The vehicle hire agreement will be between the Authorised Driver and the relevant supplier and will be subject to that supplier's Terms & Conditions.

Suppliers' hire terms may change and do vary. The requirements listed above are not exhaustive and compliance with them does not guarantee availability of a hire car. Failure to comply with the vehicle supplier's terms or to return the vehicle to the supplier as agreed may result in the supplier taking action against the Authorised Driver. A replacement car will be provided at the point of breakdown unless delayed at the Authorised Driver's request, in which case, the Authorised Driver will be responsible for collection. In all cases the Authorised Driver is responsible for the return of the vehicle.

### **What is not included**

- Other charges arising from the Authorised Driver's use of the hire vehicle, such as (without limitation) fuel costs, any insurance excess charges, and charges arising if the Authorised Driver keeps the vehicle for more than 48 hours. The Authorised Driver must pay these costs direct to the vehicle supplier.
- If it is not feasible for us to arrange a suitable replacement vehicle, - e.g., to accommodate the size of the Authorised Driver's party, or where it is not available under the supplier's hire terms - we will have to select one of the two other benefits available under Onward Travel.

### **Note:**

Replacement vehicles cannot be supplied with a tow bar, and therefore the Authorised Driver's caravan or trailer will, if eligible, be recovered under Recovery with the immobilised Relevant Vehicle.

## **Public transport**

### **What is included**

In the event that, in our absolute discretion, this is authorised we will reimburse reasonable public transport costs, up to the prevailing current limit as advised by us at the time (a maximum of £100 per person up to a total limit of £300) incurred by the Authorised Driver of the Relevant Vehicle and up to a maximum of 7 persons, but limited to the maximum number of persons the Relevant Vehicle is designed to carry and for whom there are fixed seats and restraints in travelling to a single UK mainland destination. • The Authorised Driver must obtain and keep all receipts for travelling costs (if the Authorised Driver asks, railway ticket offices provide a duplicate ticket or receipt as proof of purchase).

- The Authorised Driver's request for reimbursement should be made in writing to us. Proofs of purchase and receipts must accompany the Authorised Driver's request for reimbursement. All such requests must be sent to:  
Agency Accounts  
Hondacare Assistance  
Fanum House,  
Basing View,  
Basingstoke,  
Hampshire,  
RG21 4EA

## **HONDACARE ASSISTANCE IN EUROPE TERMS AND CONDITIONS**

Hondacare Assistance in Europe may only be provided in our absolute discretion. In the event that we authorise it, use of Hondacare Assistance in Europe is subject to the following additional terms and conditions.

### **Important Notes**

If we authorise Hondacare Assistance in Europe and the Authorised Driver cannot provide valid details of the Relevant Vehicle eligible for Hondacare Assistance in Europe, we reserve the right to refuse to arrange service.

- It is important that Hondacare Assistance are contacted in the event that assistance is required under Hondacare Assistance in Europe.
- If a garage is contacted direct, the Authorised Driver will have to settle his or her bill and we will be under no obligation to reimburse the Authorised Driver.

**Credit card** - Credit card must be available with sufficient credit if the emergency car hire benefit is used; the car hire company requires a "swipe" of the card as security. Debit cards are not accepted for this purpose.

**Driving licence** - Driving licence must be available if the emergency car hire benefit is used; the car hire company will expect to see original driving licence, together with paper counterpart (if photocard licence).

### **Important Limitations of Service**

There are differences between the service that Hondacare Assistance will endeavour to provide within the UK and the service we endeavour to provide by Hondacare Assistance in Europe. These include:

1. Hondacare Assistance in Europe will usually be provided through a garage or, in certain circumstances, a local roadside assistance provider.
2. European garage mechanics and patrols are unlikely to speak English.
3. National holidays and working hours vary throughout Europe. This will impact on the service provided to the Authorised Driver especially during busy periods.
4. Third party service providers including garages, repairers, recovery operators, car hire companies, etc are not approved by us and do not act as agents of Hondacare Assistance.
5. We cannot be held liable for any acts or omissions of any such garages or other third parties.
6. Any goods being carried remain the Authorised Driver's responsibility.
7. Relevant Vehicles which are recovered will usually be brought back unaccompanied.
8. Vehicle recovery from Europe will take on average 8-14 days. At busy periods and from further destinations, recovery may take longer.

### **Geographical limits**

If we authorise Hondacare Assistance in Europe, Hondacare Assistance in Europe will only apply within the following geographical limits within which the Relevant Vehicle and the Authorised Driver must stay together. Assistance will not be provided outside of these geographical limits. We will endeavour to provide Hondacare Assistance in Europe within the following geographical limits:

United Kingdom, Isle of Man, Channel Islands, Republic of Ireland, all European islands of the Mediterranean (excluding Northern Cyprus) and the following countries of mainland Europe: Andorra, Austria, Belgium, Bosnia & Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Slovakia, Slovenia, Spain, Sweden and Switzerland. Hondacare Assistance in Europe does not apply to territories beyond mainland Europe.

If we authorise Hondacare Assistance in Europe, Hondacare Assistance in Europe within the UK applies only to a direct journey to and from the seaport or Eurotunnel terminal and can only be used for journeys where the Relevant Vehicle is being taken overseas by waterborne craft or Eurotunnel and not for crossing estuaries and non-tidal waterways.

The geographical limits of Hondacare Assistance in Europe may be amended in our absolute discretion and in particular in the event of war, civil disturbance, riot or radioactive contamination.

**Additional Definitions:**

**“The Authorised Driver’s Party”** means the Authorised Driver and all other occupants of the vehicle, maximum 7 persons, but limited to the maximum number of persons the Relevant Vehicle is designed to carry and for whom there are fixed seats and restraints. We will only assist people who are travelling with the Authorised Driver for the whole duration of the Trip.

**“The Trip”** means the Authorised Driver’s journey overseas with the Relevant Vehicle within the Period, starting and ending in the UK (up to a maximum of 90 days). We will only assist the Relevant Vehicle within the UK for a direct journey to or from the seaport or Eurotunnel terminal.

**COUNTRY OF DEPARTURE:** United Kingdom only.

Vehicle Specifications

1. All vehicles must be built to manufacturer’s specifications, hold a current MOT Certificate (where required), hold appropriate insurance for circulating overseas, be in a roadworthy condition at the start of the Trip and used for private purposes or business use only.
2. We reserve the right to require an inspection of the vehicle to confirm its roadworthiness.
3. Hondacare Assistance will not provide assistance in respect of nor be responsible for personal effects/goods/vehicles/boats or other waterborne craft on or in the Relevant Vehicle or trailer nor consider any consequential loss. These remain the Authorised Driver’s responsibility at all times.
4. **Vehicle occupants** Maximum of 7 persons including the Authorised Driver and infants but limited to the maximum number of persons the Relevant Vehicle is designed to carry and for whom there are fixed seats and restraints.

### *5. Weight and size restrictions of Relevant Vehicles*

Maximum vehicle weight: 3.5 tonnes (3500kgs) gross vehicle laden weight

Maximum vehicle length: 5.5m (18ft)

Maximum vehicle width: 2.3m (7ft 6in)

Maximum vehicle height: 3m (9ft 10in)

6. The Relevant Vehicle and the Authorised Driver must comply with legislation as to vehicle types, weight and dimensions which apply in the countries being visited and we cannot be liable for any loss whatsoever because the Relevant Vehicle cannot be imported into or used in overseas countries, due to its type, weight and/or dimensions.

### ***Important note about Hondacare Assistance in Europe***

7. Hondacare Assistance in Europe may be provided at our absolute discretion. If the Relevant Vehicle is stranded on the highway as a result of a Breakdown and Hondacare Assistance in Europe is authorised or, Hondacare Assistance in Europe may (in our absolute discretion) provide, within the Geographical Limits, subject to all relevant terms, conditions and exclusions contained in these terms and conditions such of the following as we believe in our discretion to be necessary and appropriate:

- the arrangement of emergency roadside assistance;
- vehicle recovery to the UK;
- emergency alternative travel;
- emergency accommodation assistance for the Authorised Driver and the Authorised Driver's Party.

THE MAXIMUM AMOUNT VALUE OF SERVICES THAT HONDACARE ASSISTANCE WILL ARRANGE (AT ITS ABSOLUTE DISCRETION) IN EUROPE IS £2,000 PER PARTY, PER TRIP, EXCLUDING UNACCOMPANIED VEHICLE RECOVERY.

## **SECTION 1**

### **Roadside Assistance and Emergency Repair**

#### **WHAT IS INCLUDED**

In the event that, in our absolute discretion, this is authorised, We will arrange emergency help for the Authorised Driver and pay costs within the following limits for roadside assistance following a breakdown or towage to a local repairer up to £175 overall maximum.

Note: all costs met under this Section form part of the relevant overall benefit limit.

## **WHAT IS NOT INCLUDED**

1. The cost of any replacement part, tyres, body glass, fuel, lubricants or other fluids, keys or other materials or the cost of any labour that is not provided.
2. Any costs for a locksmith, body glass, tyre or other specialist. If we consider that their services are needed, we will seek to arrange this on the Authorised Driver's behalf, but will not pay for the cost of the call out nor any repair.
3. Routine maintenance and non-emergency repairs such as radios, CD players and heated rear windows which do not affect the mobility or security of your vehicle or render it unsafe to drive.
4. Any non-essential repairs, damage to paintwork or other cosmetic repairs, or air conditioning or climate control faults which do not affect the mobility or security of the Relevant Vehicle nor render it unsafe to drive.
5. Any costs resulting from failure to maintain or service the Relevant Vehicle in accordance with manufacturer guidelines.
6. Any costs incurred because the Relevant Vehicle / Authorised Driver is not carrying a spare set of vehicle keys, a legal and serviceable spare wheel(s) and tyre(s) or an "instant mobility system" where this is supplied with the Relevant Vehicle.
- 7 Any costs covered under the Relevant Vehicle's warranty.
8. The provision of service is not available to vehicles which are overloaded, used in rallying, off-road driving or in the Nürburgring or for motorsports. It may not be used in place of regular servicing.
9. Any contract for repair will be between the Authorised Driver and the repairer.
10. Any matter excluded under the Hondacare Assistance in Europe General Terms and Conditions, for example, but without limitation, any emergency assistance required following breakdown where the need for such assistance arises in the circumstances specified in clause 4 of the Hondacare Assistance in Europe General Terms and Conditions.

## **NOTES**

- a. We will only seek to arrange a guarantee of costs within the limits of Hondacare Assistance in Europe and the Authorised Driver will have to pay the repairing garage for extra costs or the costs of parts.
- b. If the Authorised Driver is not the owner of the vehicle, the Authorised Driver must check with the owner before authorising any repairs.
- c. Repair costs can vary from those in the UK and may be more expensive.
- d. Before paying the bill and taking the Relevant Vehicle away from the garage, the Authorised Driver should check the work carefully to make sure it is satisfactory and report any problem immediately, while the Authorised Driver is still overseas, as it may be very difficult for the Authorised Driver to have a faulty repair corrected or to get any redress after the bill has been paid and the Authorised Driver has returned Home.

- e. If the garage cannot complete the repairs within 24 hours or until after the date on which the Authorised Driver planned to return Home, the Authorised Driver must contact us to discuss the Authorised Driver's options.
- f. If the Relevant Vehicle has left the highway and assistance is requested when it is in a ditch, standing on soft ground, sand or shingle, or stuck in water or snow, any recovery to a place of safety we arrange will be at the Authorised Driver's cost.
- g. The Authorised Driver should notify the Relevant Vehicle's insurer or warranty company of any issue under this section where it is possible that costs may be recoverable either fully or in part from them.
- h. We reserve the right to refuse to provide or arrange breakdown assistance services if the Authorised Driver is not present at the scene of the breakdown.
- i. If we cannot arrange for a garage to accept our guarantee of costs, we will ask the Authorised Driver to pay for any repairs undertaken at the time seek reimbursement for such costs in accordance with these terms and conditions when the Authorised Driver returns Home.
- j. We cannot guarantee that any tow to a local repairer will be within opening hours or that the repairer will be available to undertake any necessary repair immediately.
- k. Please note the Limitations of Service regarding the nature of our relationship with the third party service providers such as garages, repairers and recovery agents.
- l. If the Authorised Driver insists on authorising lengthy or expensive repairs contrary to our advice, we reserve the right to refuse any further service.
- m. Recovery from French motorways cannot be arranged by us, as these roads are privately owned. In the event that assistance is required, the Authorised Driver must contact the dedicated motorway services and telephone Hondacare Assistance in Europe for further help once towed off the motorway / service area.

## **SECTION 2**

### **Location and Despatch of Spare Parts**

#### **WHAT IS INCLUDED**

In the event that, in our absolute discretion, this is authorised, We will pay the cost for the location and delivery costs of spare part(s) needed to complete repairs following a breakdown overseas.

**Note:** all costs met under this section form part of the overall benefit limit.

#### **WHAT IS NOT INCLUDED**

1. The cost of replacement part(s), tyres, body glass, fuel, lubricants or other fluids, keys or other materials.
2. Any costs for a locksmith, body glass, tyre or other specialist. If we consider that their services are needed we will seek to arrange this on behalf of the Authorised Driver, but will not pay for the cost of the call out nor any repair, nor any replacement part(s).
3. Any costs incurred because the Authorised Driver is not carrying a spare set of vehicle keys, a legal and serviceable spare wheel(s) and tyre(s) or an "instant mobility system" where this is supplied with the Relevant Vehicle.
4. Anything mentioned as not included under Section 1 Roadside Assistance and Emergency Repair.
5. Any costs included under the Relevant Vehicle's warranty.
6. Any matter excluded under the General Terms and Conditions, for example, but without limitation, any emergency assistance required following breakdown where the

need for such assistance arises in the circumstances specified in clause 4 of the Hondacare Assistance in Europe General Terms and Conditions.

#### **NOTES**

- a. We are not liable for local variations in the cost of spare parts located overseas.
- b. Standard UK spare parts may not be available locally and delays may occur in location and delivery from the UK.
- c. The Authorised Driver may be asked to pay for the cost of the spare parts at the time they are ordered.
- d. The Authorised Driver must pay for any spare part(s) at the time they are ordered for the Relevant Vehicle.
- e. We cannot guarantee that spare part(s) will be available, especially for older vehicles, where parts may be impossible to locate.

#### **SECTION 3**

##### **Emergency Car Hire and Alternative Travel Arrangements**

If the repairer estimates that following a breakdown the repairs to the Relevant Vehicle will take more than twenty four hours, and we, in our absolute discretion we agree to arrange for the provision of a emergency car hire for up to 72 hours (which will be provided by a third party car hire supplier on the terms of a separate contract between the Authorised Driver and the car hire supplier) and alternative travel arrangements, we will at our absolute discretion arrange the provision to the Authorised Driver such of the benefits on the basis set out in this section 3:

#### **WHAT IS INCLUDED**

Reasonable and additional expenses as are in our absolute discretion necessary from:

- a. Car hire up to £75 per day;
  - b. Air fares (economy);
  - c. Rail fares (standard);
  - d. Local taxi fares;
  - e. Any other transport equivalent to 2nd class rail fares.
- Overall benefit limit a–e is up to £750 per party, per Trip.

**Note:** We will include any costs we agree under this benefit in the overall benefit limit. Replacement vehicles are supplied to the Authorised Driver by third party suppliers. The vehicle hire agreement will be between the Authorised Driver and the relevant supplier and will be subject to that supplier's terms & conditions.

## **WHAT IS NOT INCLUDED**

1. All other charges arising from the Authorised Driver's use of the hire vehicle such as fuel costs, any insurance excess charges, if the Authorised Driver keeps the vehicle longer than the period of hire agreed with us or does not follow our or the hirer's instructions to return the vehicle. The Authorised Driver must pay these costs direct to the hirer.
2. Any costs incurred if the hire car is left at a different location to that agreed with us or the hire company.
3. Any costs incurred following the Authorised Driver's return their Home in the UK.
4. Anything mentioned as not included under Section 1 Roadside Assistance and Emergency Repair.
5. Any matter excluded under the Hondacare Assistance in Europe General Terms and Conditions, for example, but without limitation, any emergency assistance required following breakdown where the need for such assistance arises in the circumstances specified in clause 4 of the Hondacare Assistance in Europe General Terms and Conditions.

## **NOTES**

- a. If the Relevant Vehicle is an MPV or similar vehicle, we may have to arrange two hire cars. Otherwise we will make alternative travel arrangements.
- b. Car hire companies' terms may change and do vary. The requirements listed above are not exhaustive and compliance with them does not guarantee availability of a hire car. If the Authorised Driver does not comply with the hire company's terms or fail to return the vehicle to them as agreed, the hire company may take action against the Authorised Driver.
- c. In parts of Europe, hire cars are not permitted to cross national frontiers and it may be necessary to change hire cars at national borders. If the Authorised Driver does not follow our, or the hirer's instructions, the Authorised Driver must pay any additional costs they incur.
- d. For car hire or other alternative travel costs, wherever possible we will arrange and pay costs within the above overall limit. If the hirer will not accept our guarantee, we will ask the Authorised Driver to pay and make a request for reimbursement for these costs on the Authorised Drivers return Home.

e. If the Relevant Vehicle is specially adapted it is unlikely that we will be able to locate a similarly adapted vehicle overseas. We will seek with the Authorised Driver to find a suitable alternative method of travel, within the benefit limit.

f. if we have arranged car hire for the journey Home, a vehicle hired abroad cannot be used for any part of your journey in the UK; a second UK registered vehicle will be arranged for this part of the trip.

g. We will arrange and pay costs wherever possible. Where our guarantee is not accepted, the Authorised Driver should pay and contact us on the Authorised Driver's return Home.

h. We cannot guarantee car hire availability or equivalent replacement for Relevant Vehicle. Multi purpose vehicles, four wheel drive vehicles, minibuses, vans, motorcycles and vehicles with automatic transmission in particular are difficult to hire.

i. We cannot guarantee replacement vehicles can be supplied with a tow bar, and therefore the Authorised Driver's caravan or trailer may be recovered with the immobilised Relevant Vehicle.

j. We cannot arrange a replacement mobile caravan or trailer nor can we arrange for replacement roof boxes. Personal effects/goods/vehicles/boats or other waterborne craft carried in or on the Relevant Vehicle, caravan or trailer remain the Authorised Driver's responsibility at all times.

k. Unless we agree otherwise with the Authorised Driver, we will only provide hire car costs where we have arranged the hire. We cannot guarantee that hire cars will be available in all circumstances. The Authorised Driver must be able to comply with the hirer's terms and conditions, which will include:

- production of a full driving licence including any endorsements, valid at the time of issue of the hire vehicle (some companies may require additional information). If the Authorised Driver has a photocard style licence, they must carry the paper counterpart (D740) as well;
- production of a credit card (see also the note above concerning acceptance of credit cards);
- drivers must be within the hirer's minimum/maximum ages for the hire and comply with legislation in the country concerned and must have held a full driving licence for 12 months or more.

Please note the Limitations of Service regarding the nature of our relationship with the third party service providers.

#### **SECTION 4**

##### **Emergency Accommodation**

If the repairer estimates that following a breakdown repairs to the Relevant Vehicle will take more than twenty four hours, and we, in our absolute discretion agree to provide emergency accommodation, we will assist with the Authorised Driver's reasonable and necessary costs for additional emergency accommodation on the basis set out in this section

4. This cannot be combined with the provision of a hire car and emergency alternative travel arrangements (as set out in Section 3).

### **WHAT IS INCLUDED**

Reasonable, necessary additional costs over and above those the Authorised Driver has budgeted for, for overnight accommodation up to £65 per person, per night to a total maximum of £400 per party, per Trip.

**Note:** all costs met under this section form part of the overall benefit limit.

### **WHAT IS NOT INCLUDED**

1. Meals, drinks, telephone calls and newspapers or any other costs incurred by the Authorised Driver or the Authorised Driver's Party. The Authorised Driver must settle these direct with the hotel before leaving.
2. Costs which the Authorised Driver would have paid, had no problem with the Relevant Vehicle occurred.
3. Costs where the need for accommodation arises from the transportation of any animal or costs for any animal's emergency accommodation.
4. Anything mentioned as not included under Section 1, Roadside Assistance and Emergency Repair.
5. Any matter excluded from the Hondacare Assistance in Europe General Terms and Conditions, for example, but without limitation, any emergency assistance required following Breakdown where the need for such assistance arises in the circumstances specified in clause 4 of the Hondacare Assistance in Europe General Terms and Conditions.

### **NOTES**

We will arrange and pay costs wherever possible. Where our guarantee is not accepted, the Authorised Driver should pay and contact us on the Authorised Driver's return Home.

## **SECTION 5**

### **Vehicle Recovery to the UK**

If following a breakdown repairs cannot be completed in time for the Authorised Driver's planned return Home, and we, in our absolute discretion, agree to provide vehicle recovery to the UK on the basis set out in this section 5.

### **WHAT IS INCLUDED**

1. The cost of unaccompanied recovery for the Relevant Vehicle to the Authorised Driver's Home, or nominated vehicle repairer in the UK, up to the current market value of the Relevant Vehicle.
2. We may also pay any reasonable storage charges incurred in the recovery up to a maximum of £100.

3. We may, at our discretion and depending on circumstances, arrange and agree with the Authorised Driver an alternative method of recovery and pay reasonable costs if repairs are started but not completed before the Authorised Driver's planned return Home. In such circumstances we may (at our discretion) arrange with the Authorised Driver and pay for one person's reasonable travel and accommodation costs to go directly overseas to collect the Relevant Vehicle up to a maximum of £600.

**Note:** all costs met under this section (but excluding the cost of unaccompanied vehicle recovery) form part of the overall benefit limit.

## **WHAT IS NOT INCLUDED**

1. Recovery of the Relevant Vehicle if we calculate it to be beyond commercial economic repair. We will never pay more than the value of the vehicle to bring it Home. If we advise that the Relevant Vehicle is beyond commercial economic repair, we will give the Authorised Driver up to 8 weeks after the original incident to agree suitable alternative arrangements for the recovery or disposal of the Relevant Vehicle. If we have no agreement after 8 weeks, we will consider the Authorised Driver has authorised it to dispose of the Relevant Vehicle.

2. Recovery where the Relevant Vehicle only needs minor or inexpensive repairs, we may agree vehicle collection in these circumstances if repairs cannot be completed by the Authorised Driver's booked return date.

3. Recovery where the local garage can complete repairs before the Authorised Driver's return date.

4. Any losses resulting from delay in recovering the Relevant Vehicle.

5. If the garage dismantles the Relevant Vehicle for repairs, which are then halted for any reason, neither we, nor the garage will accept responsibility for any parts returned in the Relevant Vehicle.

6. The cost of transit risk insurance. The Authorised Driver should contact the Relevant Vehicle's motor vehicle insurers to ensure the Authorised Driver have any such cover required.

7. Transportation costs for a repaired Relevant Vehicle.

8. Separate transportation costs for personal effects/goods/vehicles/boats or other waterborne craft carried in or on the Relevant Vehicle/trailer. These remain the Authorised Driver's responsibility at all times.

9. Any repair costs after the Relevant Vehicle has been recovered to the Authorised Driver's Home or chosen garage in the UK.

10. Transportation of the Relevant Vehicle and/or its contents to a destination overseas.

11. Repatriation costs for the Authorised Driver or the Authorised Driver's party if nobody in the Authorised Driver's party is fit to drive. Any such arrangements must be made by the Authorised Driver's personal travel insurer.

12. Recovery costs for the Relevant Vehicle if nobody in the Authorised Driver's party is fit to drive.

13. Any request for reimbursement for vehicle collection costs where the overseas garage has not started the necessary repairs to put the Relevant Vehicle back on the road before the Authorised Driver returns Home.

14. Anything mentioned as not included under Section 1, Roadside Assistance and Emergency Repair.

15. Any matter excluded from the Hondacare Assistance in Europe General Terms and Conditions, for example, but without limitation, any emergency assistance required following breakdown where the need for such assistance arises in the circumstances specified in clause 4 of the Hondacare Assistance in Europe General Terms and Conditions.

## **NOTES**

a. When recovery of the Relevant Vehicle is arranged delivery of the vehicle may take 8–14 working days from Western European countries. At busy periods or from farther destinations, recovery may take longer.

b. Before leaving the Relevant Vehicle for recovery, all valuables should be removed and anything left in the Relevant Vehicle must be safely stowed. There is no duty-free allowance on an unaccompanied vehicle being recovered – any dutiable items must be taken by the Authorised Driver.

c. Keys, including those for trailers, caravans or roof boxes, should be kept in a safe place with the Relevant Vehicle, as Customs may need to unlock and inspect the vehicle(s).

d. We must be notified of any arrangements to collect the Relevant Vehicle.

e. The luggage in the Relevant Vehicle always remains the responsibility of the Authorised Driver and any items left with the vehicle for recovery are left at the Authorised Driver's own risk.

f. The cost of recovery is limited to the current market value of the Relevant Vehicle (calculated with reference to recognised trade guide books and the UK market). If we have any doubt as to whether the Relevant Vehicle will be economic to repair we reserve the right to arrange a vehicle inspection.

g. If the Relevant Vehicle has been involved in an accident which could be subject to a claim involving Authorised Driver's motor vehicle insurers, we reserve the right to obtain their formal agreement before we arrange the recovery of the Relevant Vehicle and to negotiate with them to reclaim a proportion of the costs incurred.

## **Hondacare Assistance in Europe General Terms and Conditions**

1. THE PROVISION OF ANY ELEMENT OF SECTIONS 3, 4 AND 5 OF HONDACARE ASSISTANCE IN EUROPE IS SUBJECT TO OUR ABSOLUTE DISCRETION.

2. Subject to our absolute discretion we seek to arrange or provide the benefits under Hondacare Assistance in Europe at all times, However, this may not always be possible – for example, when we are faced with circumstances outside our reasonable control, such as (without limitation) extreme weather conditions, local customs or practices, local or national fuel shortage, civil unrest, equipment or systems failure or any form of industrial action which prevents, restricts or otherwise interferes with the production of goods or the provision of services.

3. We, our employees or agents, shall not be liable for any loss or damage caused by us, our employees or agents where, and to the extent that:

a. there is no breach of a legal duty owed to the Authorised Driver or the Authorised Driver's Party by us or our employees or agents or sub-contractors;

b. such loss or damage is not a reasonably foreseeable result of such breach;

c. any such loss or damage or increase in the same, results from any breach or omission by the Authorised Driver or member of the Authorised Driver's Party.

We, our sub-contractors, service providers and their employees and agents or sub-contractors, shall not in any event, be liable for losses relating to any business interests the Authorised Driver or a member of the Authorised Driver's Party may have including, without limitation, lost data, lost profit, loss of opportunity or of business or for business interruption, lost contracts, revenue or anticipated savings.

Please note the Limitations of Service regarding the nature of our relationship with the third party service providers.

For the avoidance of doubt, nothing in this clause or these Terms and Conditions shall exclude or restrict our liability for negligence resulting in death or personal injury.

4. We have the right to refuse to provide service where we consider that the Authorised Driver or any member of the Authorised Driver's Party is behaving or has behaved in a threatening or abusive manner to our employees, patrols or agents (or those of our sub-contractor), or to any third party contractor and we reserve the right to invalidate entitlement to Hondacare Assistance in Europe at any time if, in its opinion, the Authorised Driver have misused services provided by Hondacare Assistance in Europe.

5. If we do not enforce or rely upon any of these terms and conditions on a particular occasion or occasions, this does not prevent us from subsequently relying on or enforcing them.

6. None of the terms and conditions, or benefits, of, or under, this agreement with us are enforceable by any third parties except that paragraph 3 may be enforced by our sub-contractor or service providers. For the avoidance of doubt, and without limitation to the generality of the foregoing, any rights under The Contract (Rights of Third Parties) Act 1999, or any replacement thereof, are hereby excluded. Nothing in these terms and conditions shall create a contractual relationship between the Authorised Driver and Honda's chosen service provider or its agents or sub-contractors.

7. The headings used in these terms and conditions are for convenience only and shall not affect the interpretation of its contents.

8. The laws of England and Wales will apply to these terms and conditions and they are subject to the non-exclusive jurisdiction of the English courts.

9. If at the time of using Hondacare Assistance in Europe the Authorised Driver has any policy covering such risks, we are entitled to contact the Insurer for a contribution.

10. We are not obliged to arrange transport for any animal. The Authorised Driver is responsible at all times for the alternative arrangements for its transport and accommodation.

11. Hondacare Assistance in Europe is provided on the basis that it will run concurrently with and is conditional upon Hondacare Assistance in the UK being operative and valid.

12. Nothing in these terms and conditions shall affect the statutory rights of the Authorised Driver as a consumer.

Whilst we make every effort to guarantee costs within the benefits on behalf of the Authorised Driver, there will be occasions when we will ask the Authorised Driver to pay the bill locally and seek reimbursement of agreed costs when the Authorised Driver returns Home. Requests for reimbursement should be notified within 31 days of the Authorised Driver's return Home. To obtain a form, please telephone 01256 493580. Please quote Hondacare Assistance in Europe and any additional reference you may have been given by our Operational staff. Please return the completed form urgently to us, with original receipts and schedule of insurance.

**Note:** We use fixed exchange rates for the Euro. Requests for reimbursement of expenses incurred in this currency will be settled at the fixed rate.

**Conditions**

1. The Authorised Driver should notify us of any expenses they wish to recover within 31 days of the Authorised Driver's return Home.
2. We will not accept any alterations to these terms and conditions, unless a duly authorised official of ours has confirmed changes in writing.
3. If we guarantee costs on the Authorised Driver's behalf, the Authorised Driver must repay us on demand for any expenses not included by Hondacare Assistance in Europe. We will not settle any request for reimbursement of costs the Authorised Driver paid until the Authorised Driver have repaid us in full.
4. We may pay the Authorised Driver our full liability under Hondacare Assistance in Europe at any time, and once we have done so, no further payments will be made. The benefit limits for each section and overall benefit limit show the maximum payable for one trip, irrespective of the number of incidents during the Trip.

5. If the Authorised Driver or anyone acting for the Authorised Driver deliberately makes a false use of Hondacare Assistance in Europe or statement, the Hondacare Assistance in Europe will become invalid and we will not make any payments.
6. We will not cover any payment which the Authorised Driver normally would have made during the Trip, if nothing had gone wrong.
7. We will not be responsible for anything excluded under Hondacare Assistance in Europe Terms and Conditions.
8. The Authorised Driver must obtain any original certificates, information, evidence and receipts required by us at the Authorised Driver's expense.
9. If, at the time, there is any insurance policy covering the same risk, we are entitled to contact the insurer for a contribution.
10. The Authorised Driver must do all that he or she can to keep the Authorised Driver's costs as low as possible and to prevent loss, theft or damage.
11. In the event of the Authorised Driver's intended method of travel and/or route being unavailable, the Authorised Driver and the Authorised Driver's Party must take suitable steps to travel by the most reasonable alternative method or route.

### **How to make a claim**

If you wish to make a claim under the terms of this policy you should contact the telephone number below, quoting your name, Vehicle Registration Number and you have used Hondacare Assistance. If you called for assistance when You were overseas and have been given a reference number by the Hondacare Assistance Centre, please advise that number as well.

The claim form should be completed and returned within 31 days of Your and The Party's return from overseas, together with all receipts, accounts and any other relevant supporting documentation e.g. garage invoice, hotel account.

Please telephone 01256 493730, Option 6 and ask for a claim form.

Or write to:

Overseas Assistance Accounts (Hondacare Assistance)

The AA

Fanum House

Basingstoke

Hampshire

RG21 4EA

### **Disputes**

Every effort is made to ensure that the best possible standard of service is provided. However, if you have any complaint regarding your claim for overseas assistance, you should write to:

Member Relations,

The Automobile Association

Lambert House

Stockport Road

Cheadle

Cheshire

SK8 2DY

Email: [customersupport@theAA.com](mailto:customersupport@theAA.com)

Tel: 0344 209 0556

Fax: 0161 488 7544

Should you remain dissatisfied you may refer the matter to arbitration. The arbitrator shall be appointed by the parties in accordance with the appropriate Statutory Provisions at that time being in force.