

## Honda Approved Used Car Guarantee Brief Details of Plan

This is a summary of the Honda Approved Used Car Guarantee provided by Honda (UK). A copy of the full terms and conditions is available from the Dealer upon request.

### ELIGIBILITY

You are eligible for a Honda Approved Used Car Guarantee if:

- a) You purchased the Vehicle from a Honda Dealer as a Honda Approved Used Car;
- b) You are an individual resident of, or if a company, are registered in Great Britain, Northern Ireland, Channel Islands or the Isle of Man;
- c) The Vehicle is as identified on the Plan Documents;
- d) The Vehicle is not used for hire or reward (a taxi or self drive hire);
- e) The Vehicle will not be used for any form of timed or competitive event; and
- f) The Vehicle has not been modified other than in accordance with the manufacturer's recommendations.

### BENEFIT OF HONDA APPROVED USED CAR GUARANTEE

If the Vehicle suffers a Mechanical Breakdown of an applicable component, the Guarantee will cover the cost of the Repair (parts, labour and VAT)

**"Mechanical Breakdown"** - means the unforeseen failure of an applicable component including oil seals, unless the component has failed due to normal deterioration (wear and tear) or negligence. **PLEASE NOTE** - We are not liable for an applicable component that has reached the end of its normal working life (normal deterioration) because of age or usage.

Benefits of the Honda Approved Used Car Guarantee are conditional upon the Vehicle being serviced by a Honda Dealer in accordance with the manufacturer's guidelines.

### MAIN EXCLUSIONS

The Guarantee does not cover:

- a) Tuning, adjustments or the cleaning of any assemblies including but not limited to the fuel and lubrication systems or the changing of the cam belt at the manufacturer's specified interval.
- b) Any claim notified to a Honda Dealer more than 14 days after the relevant fault has become apparent.
- c) Damage caused by neglect, corrosion, intrusion of foreign or deleterious matter, lack of servicing, over-heating, rust, freezing or abuse or the continued use of the Vehicle after a fault has become evident or for consequential loss due to the failure of parts.
- d) Any failure due to normal wear and tear.
- e) Components that have been incorrectly fitted, faulty or defective at the time of sale, or of faulty manufacture/design and alterations/modifications from the manufacturer's specification.

A full list of exclusions are contained in section 13 of the Plan Documents.

### BENEFIT HONDACARE ASSISTANCE (Complimentary)

Hondacare Assistance is provided with this Honda Extended Guarantee by Honda (UK) and includes Honda Home Assistance, Honda Roadside Assistance, Honda Recovery Assistance, Honda European Assistance and Honda Messenger which Honda (UK) may provide in its absolute discretion; subject to that discretion, Honda (UK) will use all reasonable endeavours to provide you with assistance. Full details can be found in Section 12 of the Plan Documents.

### GENERAL

**Law Applicable:** This Honda Approved Used Car Guarantee shall be subject to English Law.

**Claims and complaints:** See Section 16 (Complaints and Conciliation) of this Agreement.

**Cancellation:** You may cancel this cover within 14 days of receiving the Plan Documentation and you will receive a full refund providing no claims have been made. If you cancel after such period no refund of payments will be due.

**Language:** This Guarantee is written in English and all correspondence entered into shall be in English.

**Guarantee term:** The Guarantee term stated on your Plan Documents

**Additional needs:** For large print, audio and Braille you can call us on 0330 100 3400 or text telephone 0330 100 3330.

**Plan Documents**

Dear Customer,

This Honda Approved Used Car Guarantee has been designed to fulfil our most exacting requirements and provide you with the most comprehensive customer package available in the event of the unexpected.

**To maintain your Honda Approved Used Car Guarantee, it is essential that your Vehicle is serviced on time by a Honda Dealer.**

Should you have any queries regarding this document, please do not hesitate to contact the Honda dedicated Customer Service Department on **0330 100 3406**, or contact your **Dealer**.

**PLEASE READ THESE PLAN DOCUMENTS CAREFULLY AND IN FULL AS THEY CONTAIN ALL THE DETAILS OF YOUR AGREEMENT.**

**ELIGIBILITY**

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- b) You are an individual resident of, or if a company, are registered in Great Britain, Northern Ireland, Channel Islands or the Isle of Man;
- c) The Vehicle is as identified on the Plan Documents;
- d) The Vehicle is not used for hire or reward (a taxi or self drive hire);
- e) The Vehicle will not be used for any form of timed or competitive event and
- f) The Vehicle has not been modified other than in accordance with the manufacturer's recommendations.

**IMPORTANT INFORMATION**

**1.PARTIES AND COMMENCEMENT**

This Honda Approved Used Car Guarantee is an Agreement made between you the Customer and Honda (UK) in respect of the Vehicle identified on your Plan Documents.

**2.WHO IS COVERED BY THE AGREEMENT**

The Customer as named on the Plan Documents, or such other subsequent Private Owner to whom the benefit of the Agreement is transferred validly to in accordance with section 8.

**3.DEFINITIONS**

**"Agreement"** or **"Plan"** means the Honda Approved Used Car Guarantee Agreement made between you the Customer and Honda (UK), in respect of the Vehicle identified on the Plan Documents

**"Honda (UK)"** means Honda Motor Europe Limited t/a Honda (UK). Registered Office: Cain Road, Bracknell, Berkshire, RG12 1HL. Registered in England and Wales No. 857969, VAT Registration: 711019584

**"Customer"** means the person, firm or company whose details appear on the Plan Documents or such other subsequent Private Owner to whom the benefit of the Agreement is transferred validly to in accordance with section 8.

**"Dealer"** means the Dealer where the Vehicle was purchased.

**"Honda Dealer"** means a Honda (UK) authorised Dealer

**"End Date"** means the expiry date of the Honda Approved Used Car Guarantee as shown in the Plan Documents.

**"Honda Administration"** means TWG Services Limited, Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire GL17 0AF who administer the programme on behalf of Honda (UK).

**"Hondacare Assistance"** means the breakdown and recovery service which may be provided by Honda (UK) in its absolute discretion as detailed in the Service Book.

**“Honda Guarantee”** or **“Honda Approved Used Car Guarantee”** means the mechanical or electrical failure guarantee affording cover against a Mechanical Breakdown.

**“ICME”** means the Institute of Chartered Mechanical Engineers.

**“Mechanical Breakdown”** - means the unforeseen failure of an applicable component including oil seals, unless the component has failed due to normal deterioration (wear and tear) or negligence. **PLEASE NOTE** - We are not liable for an applicable component that has reached the end of its normal working life (normal deterioration) because of age or usage.

**“Normal Working Week”** means Monday to Friday 9am – 5pm, excluding Bank Holidays.

**“Plan Documents”** means the complete Honda Approved Used Car Guarantee documents covering the terms of this Agreement.

**“Private Owner”** means an owner that is not a garage or a business connected to the motor trade in any way.

**“Repair”** means the repair, replacement or rectification of a part or fault that is covered by the Honda Guarantee.

**“Service Book”** means the Honda service booklet that comes with the Vehicle detailing the specific service requirements of the Vehicle and details of Hondacare Assistance.

**“Service”** or **“Servicing”** or **“Serviced”** means the servicing of the Vehicle in accordance with the Honda standard service schedules as detailed in the Service Book.

**“Start Date”** means the Honda Approved Used Car Guarantee start date as detailed in the Plan Documents.

**“Vehicle”** or **“Vehicles”** means the Customer’s motor vehicle as detailed in the Plan Documents.

#### **4.GEOGRAPHICAL LIMITS**

**United Kingdom** - Great Britain and Northern Ireland, including the Channel Islands and the Isle of Man.

**Europe** - the following countries within Europe:

Andorra, Austria, Belgium, Bosnia, Bulgaria, Croatia, Cyprus (excluding Northern Cyprus), Czech Republic, Denmark, Finland, France (& Corsica), Germany, Gibraltar, Greece, Hungary, Ireland, Italy (& Sicily, Sardinia & San Marino), Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland (& Liechtenstein) and UK.

We reserve the right to amend the geographical limits in our absolute discretion and in particular to amend cover in the event of natural disasters, war, civil disturbance, riot or radioactive contamination.

#### **5.CUSTOMER’S OBLIGATIONS**

- a) **Ensure the Vehicle is Serviced in accordance with the service schedule, as detailed in the Service Book by a Dealer to maintain the validity of this Agreement.**
- b) **Undertake all Services within 30 days or 750 miles of the time or mileage stipulated in the Service Book. If any circumstances prevent the Services being carried out at the correct time, the Customer must inform Honda Administration on behalf of Honda (UK) immediately in writing**
- c) Produce to the Dealer the Plan Documents prior to each Repair covered by this Agreement being carried out.
- d) Give the Dealer authority to diagnose the fault including the dismantling of any component(s) before submitting a claim for a Repair. On acceptance of the claim Honda Administration will, on behalf of the Dealer, cover the cost of dismantling. However, if upon dismantling it should be found that Honda (UK) has no liability, then the cost of dismantling must be borne by the owner of the Vehicle.
- e) Notify Honda Administration if their principal address, as shown on the Plan Documents, changes.
- f) Notify Honda Administration if the registration number or any other identification mark of the Vehicle changes.
- g) Not make, or permit to be made, any mechanical alterations or modifications to Honda (UK)’s standard specification for the Vehicle without obtaining the prior written consent of Honda (UK)
- h) Notify a Honda Dealer as soon as possible and no more than 14 days after a fault in the Vehicle has become apparent.

## 6.HONDA DEALERS' OBLIGATIONS

- a) Carry out Repairs to the Vehicle in accordance with the Plan Documents as soon as is reasonably practicable after being requested to do so by the Customer.
- b) Notify Honda Administration within a maximum of 3 days of the fault being reported by the Customer and input details of the Vehicle claim onto the Honda Application. If the Vehicle is within the set parameters, then authorisation will be given within 2 hours during a Normal Working Week. If it is not, the Dealer will contact the Honda Claims Department on 0330 100 3406 and obtain authority to proceed with the Repair/Service.
- c) Honda Administration may request the original service history documents and associated invoices.
- d) Prior to the sale of the Vehicle to the Customer, check the Vehicle to ensure that the applicable components listed in this Honda Approved Used Car Guarantee are in sound condition.
- e) Use only genuine Honda parts, fluids and oils of the recommended specification for your Vehicle.

## 7.HONDA (UK)'S OBLIGATIONS

- a) Issue Plan Documents printed with an End Date, which indicates the latest date on which any Repair covered by this Agreement, may be carried out.
- b) Cover the cost of all authorised Repairs carried out by a Dealer under the terms of this Agreement

## 8.ASSIGNMENT

- a) The Customer may, transfer their rights and obligations directly to a new Private Owner under this Agreement provided that the new owner notifies Honda Administration of the transfer by written notice addressed to Honda Administration, Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire GL17 0AF within 14 days of the transfer, stating their name, address and the Vehicle's current mileage, and enclosing an administration fee of £15.00 made payable to "TWG Services – Honda", along with a copy of the Service history (if any) for the Vehicle since the start date of this Plan. For clarification, the plan cannot be transferred by way of a business that buys, sells, repairs or trades in motor vehicles including where the Vehicle is sold or traded on to a new private owner by such a business.
- b) **This Agreement cannot be assigned or transferred to a different vehicle.**

## 9.TERMINATION

This Agreement shall terminate on the earliest of the following events:

- a) On the End Date specified on the Plan Documents;
- b) On Honda (UK) giving notice of cancellation in writing to the Customer.
- c) Where the Customer is in breach of any of his obligations under the terms of this Agreement.

## 10.CANCELLATION

- a) The Customer has the right to cancel this Agreement within 14 days of receiving the Plan Documents. If the Customer exercises their right to cancel within this 14 day period, the Customer will receive a full refund of the amount paid for the Honda Approved Used Car Guarantee.
- b) **If this Agreement is cancelled for any reason after the 14 days, either by or on behalf of the Customer, NO REFUND OF THE HONDA APPROVED USED CAR GUARANTEE COST IS ALLOWED.**

## 11.PERSONAL INFORMATION

- a) By accepting the Plan Documents the Customer agrees that Honda (UK) may use personal information relating to the Customer which it obtains in relation to this Agreement for marketing and market research purposes relating to its products.
- b) The Customer may withdraw their consent under section 11a at any time by writing to Honda Administration.
- c) Honda Administration will use personal information relating to the Customer for the fulfilment of this Agreement.

## **12.WHAT THE AGREEMENT COVERS Honda Approved Used Car Guarantee**

The Honda Approved Used Car Guarantee is designed to assist you towards the cost of repairs to any mechanical or electrical component, not shown in the list of exclusions in section 13, in the event of Mechanical Breakdown, the Customer is referred to the list of exclusions set out at section 13.

### **1) Hire Car Contribution:**

Where a Vehicle is off the road undergoing an authorised Repair for more than 24 hours the Customer may qualify for a contribution of up to £40 per day (inclusive of VAT) towards the cost of a Hire Car for a maximum of 5 days after the first 24 hours of the Vehicle being off the road. A replacement vehicle will only be provided for the Customer if the Vehicle is being repaired under the terms of the Honda Approved Used Car Guarantee and prior authority has been obtained from the Honda Administration.

Hire cars are subject to availability and to the supplier's terms and conditions. Among other things these terms and conditions will require, or include:

- a) Production of a full driving licence valid at the time of issue of the hire vehicle.
- b) Restrictions on acceptability of driving licence endorsements or the absence thereof.
- c) Limitations on the availability and/or engine capacity of the replacement vehicle.
- d) A cash or credit card deposit e.g. for fuel.
- e) Drivers to be aged at least 21 years or over and to have held a full driving licence for at least 12 months.

### **2) Complimentary Hondacare Assistance:**

Complimentary Hondacare Assistance includes the following, each of which Honda (UK) may provide in its absolute discretion; subject to that discretion, Honda (UK) will use all reasonable endeavours to provide you with assistance

#### **i. Honda Home Assistance**

If your Vehicle breaks down at home, and we authorise Honda Home Assistance, we can endeavour to send an appointed agent to your doorstep. If the Vehicle can't be repaired, we can endeavour to take it to the nearest Dealer, or a closer destination, if you prefer. Just so you know, if you have to ask for Honda Home Assistance, you won't be able to ask for the Honda Recovery Assistance services.

#### **ii. Honda Roadside Assistance**

If your Vehicle breaks down at the roadside, and we authorise Honda Roadside Assistance, we can endeavour to get help to you wherever you are in the UK. Where the Vehicle can't be repaired in a reasonable period of time, you may be able to benefit from the Honda Recovery Assistance services.

#### **iii. Honda Recovery Assistance**

If we can't fix your Vehicle at the roadside, and we authorise Honda Recovery Assistance, we can endeavour to arrange for you, and up to four passengers and your Vehicle to be transported to any single mainland UK destination. This includes the Isle of Man and the Channel Islands (in these cases, you'll have to pay the ferry costs). If you are towing a trailer or caravan we can endeavour to recover this, although there are certain weight and size restrictions (see terms and conditions, available from Honda customer relations).

Where the Vehicle cannot be fixed at the roadside we may, at our absolute discretion, choose to provide one of the following:

- a) A replacement hire car, for up to 72 hours. This would be subject to the terms and conditions of the hire company, or
- b) Public transport for you and up to four passengers, or
- c) Transport to, and accommodation at, the hotel of our choice for you and up to four passengers on a bed a breakfast basis,

- d) Hire cars are subject to availability and to the supplier's terms and conditions. Among other things these terms and conditions will require, or include:
- Production of a full driving licence valid at the time of issue of the hire vehicle
  - 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 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.

**Please note:** Replacement vehicles cannot be supplied with a tow bar, and therefore we can endeavour to recover your caravan or trailer, if eligible, under Hondacare Recovery Assistance with your Vehicle.

**iv. Honda Message Service**

Should the unforeseen arise, if we authorise Honda Home Assistance, Honda Roadside Assistance or Honda Recovery Assistance, it's good to know that we can try to assist in getting a message to a relative or colleague to let them know what's happening, where you are and that you're safe.

**v. Honda European Assistance**

In Honda (UK)'s absolute discretion cover also may be provided whilst travelling within the Geographical Limits as set out in section 4. Honda European Assistance is available for Vehicle emergencies only and the period of entitlement is subject to a maximum of 90 consecutive days for any one trip. You should always make sure your own travel insurance gives you all the protection you need.

**For emergency vehicle Assistance (24 hours) please call:**

Calling Location:	UK	Europe
<b>Number:</b>	<b>0800 521 728*</b>	<p><b>00 80 033 22 88 77*</b></p> <p><i>This may not be available from a mobile phone in certain areas of Europe</i></p> <p>Or if calling from France:</p> <p><b>08 25 87 89 83</b> or</p> <p><b>04 72 17 12 05</b></p> <p>Or from any other location:</p> <p><b>00 33 825 87 89 83</b> or</p> <p><b>00 33 472 17 12 05</b></p>

This may not be available from a mobile phone in certain areas of Europe.

\* Normal network charges may apply if calling from a mobile phone

**Full details of the cover and contact numbers can be found in the Service Book**

### 13. EXCLUSIONS

The following are **not** covered by this Agreement;

- a) Replacements of parts that have reached the end of their effective working life because of age and/or usage are not covered.
- b) Items which can be expected to wear as part of their normal function (such as, but not limited to, brake friction surfaces, wiper blades, tyres, bulbs, fuses, headlight adjustment, auxiliary drive belts, wheel alignment or tracking when not required as part of an authorised repair).
- c) Tuning, adjustments or the cleaning of any assemblies including the fuel and lubrication systems or the changing of the cambelt/chain at the manufacturer's specified interval.
- d) Any claim arising from the timing belt/chain not being replaced according to the manufacturer's recommended intervals.
- e) Damage caused to a covered part by neglect, corrosion, intrusion of foreign or deleterious matter, lack of servicing, over-heating, freezing or abuse.
- f) The continued use of the Vehicle after a fault has become evident or for consequential loss due to the failure of parts not covered by this Agreement.
- g) Batteries, LEDs, exhaust systems and airbags.
- h) The internal and external structure of the Vehicle, including the roof on convertible vehicles, and all paintwork.
- i) Water leaks into the vehicle.
- j) Broken, chipped or scratched window glass.
- k) The upholstery or decorative facings of any part of the Vehicle's interior or exterior including sunroof blinds.
- l) The cost of any Servicing including such service items as oil, spark plugs, filters etc.
- m) The Catalytic Converter unless it fails exhaust emission standards following a test of exhaust gas
- n) Integrated Motor Assist Pack on a Vehicle which is more than 8 years or 80,000 miles from date of first registration, whichever is the sooner.
- o) Any losses covered under an accidental damage or road risk insurance policy or for any road hazard/fire or accident damage.
- p) Any liability in respect of third parties.

### 14. GENERAL

- a) The terms and conditions of this Agreement cannot be altered or amended by any person except by specific written agreement of Honda (UK).
- b) Honda Guarantee is only liable provided that the correct fee has been paid and in accordance with the Plan Documents.
- c) No Repairs, including the fitting of any replacement unit, may be undertaken or commenced under the terms of this Agreement unless explicitly authorised by means of a claim authority number in respect of agreed liability. No liability will exist for Honda (UK) with regard to any claim[s] not authorised in this way.
- d) The labour time allowance with regard to authorised claims will be in accordance with the Repair times listed in the ICME manual subject to the limitations as detailed in the Plan Documents. Honda Administration, on behalf of Honda (UK), reserves the right to nominate a Dealer and to examine the Vehicle and subject it to independent assessment. The result of the assessment will determine the liability subject to the Agreements claim limits.
- e) If it shall be established following the receipt of the claim that the conditions of the Agreement as laid down have not been fully complied with, then it is hereby expressly agreed and declared that Honda (UK) shall be released from a liability for that particular claim
- f) If the Customer knowingly makes or permits to be made a false or fraudulent claim to be made against this Agreement, as regards the value or the amount of work or otherwise, this Agreement shall be deemed to be invalid, and the right to prosecute is reserved.
- g) Should the Vehicle fail outside the UK but still be within the Geographic Limits set out in section 4, the Customer must pay for the Repair and then submit a claim on their return to the UK. The period of entitlement is subject to a maximum of 90 consecutive days for any single trip. Reimbursement will be made at our absolute discretion on all valid claims in pounds sterling at the rate of exchange of the relevant currency effective at the time of reimbursement.

## **15.HOW TO MAKE A CLAIM**

- a) Take the Vehicle to any Honda (UK) authorised Dealer and give the Service Manager the Plan Documents

### **REPAIRS MAY NOT COMMENCE WITHOUT AN AUTHORITY NUMBER**

- b) The authority to dismantle any component(s) must be given by the Customer to the Dealer. On acceptance of the Repair by Honda Administration, reimbursement will be made including the cost of dismantling. However, if upon dismantling it should be found that Honda (UK) has no liability, then the cost of dismantling must be borne by the Customer
- c) Honda Administration, on behalf of Honda (UK), reserves the right to submit the Vehicle and failed components to expert independent assessment at its cost.

## **16.COMPLAINTS AND CONCILIATION**

In the unlikely event of a dispute occurring, you should first address any complaint to your Honda authorised Dealer.

If you do not obtain satisfaction from your Honda authorised Dealer, you can refer the matter in writing to:

Honda Administration  
Customer Relations Department,  
The Aspen Building, Floor 2,  
Vantage Point Business Village,  
Mitcheldean,  
Gloucestershire,  
GL17 0AF

Should you still remain dissatisfied, you can approach:

The Customer Relations Manager at Honda (UK) for assistance by writing to:

Honda (UK)  
Customer Relations Department,  
Cain Road,  
Bracknell,  
Berkshire,  
RG12 1HL

Or

The Consumer Affairs Officer at the SMMT for assistance by contacting:

The Society of Motor Manufacturers and Traders,  
71 Great Peter Street,  
London  
SW1P 2BN