

Private & Confidential
Schedule – Customer Copy



<<Contract_Title>> Telephone number: 0330 100 3406
<<Contract_House_number>> Reference: <<Contract_Vehicle_Registration_Number>>
<<Contract_House_name>>
<<Contract_Holder_Address_1_ <<Today_s>>
INT>>
<<Contract_Holder_Address_2_
INT>>

Dear <<Contract_Title>> <<Contract_Holder_First_Name_INT>> <<Contract_Holder_Last_Name_INT>>

Re: Honda Five Year Care Package

Enclosed overleaf and below are the terms and conditions for the **Honda Five Year Care Package** for your Honda «Model_Desc», <<Contract_Vehicle_Registration_Number>>. The **Honda Five Year Care Package** terms and conditions are split into two parts: Part 1 - the **Five Service Plan**; and Part 2 - the **Honda Extended Guarantee**.

The details of your **Honda Five Year Care Package** are summarised below:

Detail	Start Date	Plan Duration
Service Plan		5 years or 62,500 miles, whichever comes first.
Warranty	<<Quote_Dealer_Product_Quote.Vehicle_Registered_date_s>>	5 years or 90,000 miles, whichever comes first. This is made up of the 3 year manufacturer's warranty which is provided as standard followed by the 2 year Honda Extended Guarantee which is provided pursuant to this Honda Five year care package.
Hondacare Assistance		5 years or 90,000 miles, whichever comes first.

Your **Service Plan** covers all your scheduled servicing up to 5 years and/or 62,500 miles (whichever comes first) as detailed in your service record (parts, labour and VAT). No surprises, no hidden extras. The plan does **not cover** any additional maintenance work, parts or necessary adjustments that are not part of the periodic servicing schedule, including the top-up of fluids between services. So, if it's listed within in the Service Record, you know it's covered - **full terms and conditions attached**. When your car is due a service, just take it along with this documentation to your servicing dealer and they will take care of the rest. It's as simple as that.

Your **Warranty** covers the repair or replacement of certain components of your vehicle for up to 5 years and/or 90,000 miles (whichever comes first), where such components suffer a mechanical or electrical breakdown. This cover is made up of the 3 year manufacturer's warranty followed by the 2 year Honda Extended Guarantee.

You should read the terms and conditions enclosed overleaf carefully before you purchase this the **Five Year Care Package**. These terms and conditions together with this letter represent a legally binding agreement between you and Honda in relation to your purchase of the **Five Year Care Package**.

Your attention is particularly drawn to the following sections of the Honda Service Plan & Honda Extended Guarantee terms and conditions: Parts 8 (Assignment), 9 (Termination and Cancellation) and 10 (Our Liability to You).

Should you have any queries regarding the details of your plan, please feel free to contact us on 0330 100 3406.

Yours sincerely
Honda (UK)

Sarah Roseblade
Head of Customer Division

Part 1 - Honda Service Plan Terms and Conditions



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

IMPORTANT

PLEASE READ THIS DOCUMENT CAREFULLY

This document and your Service Record contain all details of the **Service Plan**.

These terms and conditions form the Contract between You the Customer named on the **Plan Documents** and the **Service Plan** provider Honda Motor Europe Limited t/a Honda (UK), a limited company registered in England and Wales and our registered address is Cain Road, Bracknell, Berkshire, England RG12 1HL. Our company number is 00857969 and our VAT number is GB 711019584 ("**Honda**", "**we**", "**our**", "**us**").

Some words in this **Service Plan** have special meanings, which are explained in Part 1, under the heading Definitions. Whenever the words in Part 1 are shown in **bold** or with a capital letter, they have these special meanings; otherwise they have their ordinary everyday meanings.

Nothing in these terms and conditions affects any legal rights you may have in law, such as under the Consumer Rights Act 2015, also known as "statutory rights". For more detailed information on your rights visit the Citizens Advice website www.citizensadvice.org.uk or call 03454 04 05 06.

These terms and conditions were last updated on: May 2023.

1. DEFINITIONS

- 1.1. **AUTHORISED HONDA DEALER** – means an individual, partnership or Company authorised to provide the **Honda Service Plan** or carry out the services contained in this agreement unless we agree otherwise with You
- 1.2. **CARE PACKAGE** - means this Honda Five Year Care Package which includes both the Honda Five Year Service Plan and the Honda Extended Guarantee as detailed on the Customer Schedule.
- 1.3. **CUSTOMER** and **YOU** – means the person whose details appear on the **Plan Documents** and schedule. Where the **Customer** is a partnership then each partner separately and all partners jointly shall be responsible for the customer's obligations under this **Service Plan**.
- 1.4. **CUSTOMER SCHEDULE** – means the schedule to which these terms and conditions are appended.
- 1.5. **HONDA ADMINISTRATION** – means TWG Services Limited, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF, registered number: 1883565, authorised and regulated by the Financial Conduct Authority, FRN 312440, who administers the programme on behalf of **Honda**
- 1.6. **PLAN DOCUMENTS** – means the **Honda Service Plan Documents** including the above letter, enclosed terms and conditions which contains the **Customer** and **Vehicle** details.
- 1.7. **PLAN DURATION** – means 5 Years or 62,500 miles from the date of first registration of the **Vehicle**, whichever comes first.
- 1.8. **PLAN PRICE** – means the cost not exceeding £699 (inc. VAT) for all eligible models excluding Honda e or if the Vehicle is a Honda e, not exceeding £659 (inc. VAT) as set out on your invoice.
- 1.9. **SCHEDULE OF WORK** and **SERVICE SCHEDULE** – means the periodic services as detailed in Your Service Record.
- 1.10. **SERVICE RECORD** – means the service record for the Vehicle provided by Honda which includes the Schedule of Work and Service Schedule.
- 1.11. **SERVICE** and **SERVICING** – means the servicing of the **Vehicle** in accordance with the Manufacturer's standard periodic service schedules provided within the Service Record.
- 1.12. **SERVICE PLAN** – means the **Honda Service Plan** agreement made between you the **Customer**, the **Authorised Honda Dealer** and **Honda** in respect of the **Vehicle** shown on your **Plan Documents**.
- 1.13. **VEHICLE** – means the Customer's motor vehicle as detailed on the **Plan Documents** or attached letter.

2. PARTIES AND DURATION

This **Service Plan** is between **You** and **Honda**. It shall be binding on all parties only when signed by all parties and the Plan Price has been paid by **You** and received by **Honda Administration** and shall continue, subject to earlier termination in accordance with these terms and conditions, for the Plan Duration.

3. CUSTOMER'S OBLIGATIONS

The **Customer** will:

- 3.1 produce to the **Authorised Honda Dealer** the appropriate **Plan Documents** prior to each Service being carried out;
- 3.2 notify **Honda Administration** if their principal address, as shown on the Plan Documents changes;
- 3.3 notify **Honda Administration** if the registration plate identification for the **Vehicle** or any other identification mark of the **Vehicle** changes; and
- 3.4 not make, or permit to be made, any mechanical alterations or modifications to the Manufacturer's standard specification of the **Vehicle** without obtaining the prior written consent of **Honda**.

4. GEOGRAPHICAL LIMITS

This Service Plan only covers Servicing which is carried out in the United Kingdom. For the avoidance of doubt this means Great Britain and Northern Ireland, and shall include the Channel Islands and the Isle of Man.

5. DEALER'S OBLIGATIONS

The **Authorised Honda Dealer** will:

- 5.1 carry out **Servicing** of the **Vehicle** in accordance with the **Service Schedule** as soon as is reasonably practicable after being requested to do so by the **Customer** and on the **Customer** producing to the **Authorised Honda Dealer** the appropriate documentation, on condition a Service is due; and
- 5.2 submit a request for authorisation through **Honda Administration** immediately before each Service is carried out on the **Vehicle**.

6. HONDA'S OBLIGATIONS

Honda will:

- 6.1 issue documentation to the **Customer** appropriate to the **Schedule of Work**. The **Plan Documents** will be printed with a **Plan Duration** which indicates the latest date on which a Service may be carried out under this plan;
- 6.2 pay to the Dealer the agreed cost of each Service within 30 days of a legitimate request for authorisation being made. Payment will only be made on condition that the **Plan Price** has been paid for in full. **The costs for any Servicing that is not included within the Service Schedule will be borne by the Customer.**

7. CHARGES AND PAYMENT

- 7.1. You will pay the **Plan Price** in advance of Honda or the Authorised Honda Dealer performing any of their obligations under this Service Plan.
- 7.2. The Plan Price is in pounds sterling (GBP) and includes VAT at the applicable rate.
- 7.3. All payments need to be made by cash, card or cheque to the Authorised Honda Dealer.
- 7.4. **The Plan Price must be paid before the expiry of the applicable campaign period as notified to you on the Honda UK website or by the Authorised Honda Dealer. Payment of Plan Price after the expiry of the Campaign Period will not be valid and you will not be entitled to the Service Plan.**

8. ASSIGNMENT

- 8.1. The **Customer** may transfer their rights and obligations under this **Service Plan** directly to a new private owner of the **Vehicle** provided that the new owner notifies **Honda Administration** of the transfer by giving written notice within 30 days of the transfer of the **Vehicle** taking place. The new owner must notify Honda of their name and address, the **Vehicle** registration details and the date the **Vehicle** was transferred to:

Honda Administration,
Aspen Building, Floor 2,
Vantage Point Business Village,

Mitcheldean, Gloucestershire, GL17 0AF

The transfer shall be deemed to have taken place when we provide confirmation of the transfer in writing (including email).

- 8.2. For clarification, this **Service Plan**, other than by an **Authorised Honda Dealer**, cannot be transferred or assigned by way of a business that buys, sells, repairs or trades motor vehicles, including where the **Vehicle** is sold or traded on to a new private owner by such a business.
- 8.3. **Under no circumstances can the Honda Service Plan be transferred to another vehicle.**

9. TERMINATION AND CANCELLATION

- 9.1. This **Service Plan** shall continue for the Plan Duration unless either **Honda** or **you** terminate the Care Package by a written notice of termination or suspension to the other if that other commits a serious breach and the breach either cannot be fixed or is not fixed within 14 days of the written notice, or **you** cancel the Care Package in accordance with this Part 9 of Part 9 of the Honda Extended Guarantee.
- 9.2. **The Plan Price is only refundable in limited circumstances.** You are entitled to cancel this Care Package within 14 days of the date set out on the Customer Schedule without giving any reason. If you cancel within this period we will refund any payment you have made to us pursuant to this Care Package as soon as practicable. If any Servicing has been carried out before exercising your right of cancellation we may make a reasonable pro rata deduction from your refund to cover your use of the Servicing.
- 9.3. If you cancel this Care Package after 14 days of the date set out on the Customer Schedule then Honda Administration will calculate the total Servicing and management costs up to the date of termination ("**Recalculated Price Plan**") and will supply details of the Recalculated Plan Price to the Customer. In the event that the Customer has paid more than the Recalculated Plan Price then the excess will be refunded by Honda Administration.
- 9.4. For the avoidance of doubt, the Care Package must be terminated or cancelled a whole. Neither party may terminate this Service Plan without also terminating the Honda Extended Guarantee.
- 9.5. **Refunds will be made to the same payment method used to pay for the Care Package. Nothing in these terms and conditions affects any legal rights you may have in law, also known as "statutory rights".**

10. OUR LIABILITY TO YOU

- 10.1. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, the Authorised Honda Dealer and Honda are not legally responsible for any losses that were not foreseeable to you and Honda when this agreement was formed or any losses not caused by any breach by Honda.
- 10.2. Servicing is carried out by Authorised Honda Dealers. All responsibility for Servicing rests with the Authorised Honda Dealers and Honda is not liable for any acts or omissions of Authorised Honda Dealers.
- 10.3. If the Authorised Honda Dealer fails to comply with the terms of this Agreement, the Authorised Honda Dealer is responsible for loss or damage the Customer may suffer that is a foreseeable result of the Authorised Honda Dealer breaking the terms of this Agreement or failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both the Authorised Honda Dealer and the Customer knew it might happen.

11. COMPLAINTS

- 11.1. For complaints relating to the **Service** please contact your **Honda Authorised Dealer**
- 11.2. If you do not obtain satisfaction from Your **Honda Authorised Dealer** in regards to this **Honda** Service Plan you can contact **Honda Administration**;

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

Telephone 0330 100 3406 (Monday - Friday, 9:00am - 5:00pm) or;

Email - customer.relations@assurant.com.

11.3. Should you remain dissatisfied, you can contact:

The Customer Relations Manager

**Honda Motor Europe Limited trading as Honda (UK),
Customer Relations Department,**

Cain Road,
Berkshire
RG12 1HL

Telephone: 0345 200 8000 (Monday - Friday, 9:00am - 5:00pm) or;

Email: customer.serviceuk@honda-eu.com or;

The Motor Ombudsman,

71 Great Peter Street,
London
SW1P 2BN

11.4. If you are dissatisfied with the outcome of a complaint to **Honda** concerning the **Vehicle**, you may refer it to Motor Codes Ltd, a CTSI certified Alternative Dispute Resolution (ADR) provider that we are prepared to engage with through the ADR procedure. Further details can be found at www.motorcodes.co.uk or alternatively you can contact their Advice Line on 020 7344 1651.

12. HOW TO BOOK A SERVICE

12.1. Contact your nearest **Authorised Honda Dealer** and arrange an appointment for the **Vehicle Service**

12.2. Take the **Vehicle** to Your **Authorised Honda Dealer** on the agreed date.

12.3. Your **Authorised Honda Dealer** will input details of the **Vehicle** Servicing requirements onto the **Honda** web Application. If the **Vehicle** is within the set parameters, and the **Plan Price** has been paid for in full, then authorisation will be immediate.

12.4. Servicing that is not included in the Service Schedule is not covered by this Service Plan.

13. YOUR PRIVACY AND PERSONAL INFORMATION

13.1. This Supplemental Privacy Notice ("**Supplemental Privacy Notice**") explains how Honda Motor UK ("**Honda**", "**we**" or "**us**") collect and process Your personal data in regards to the Service Plan.

13.2. This Supplemental Privacy Notice supplements the Honda Privacy Notice (which is available at <https://www.honda.co.uk/general-information/privacy-policy.html>) which sets out in full the ways in which Honda processes your personal data when you interact with Honda (the "**Honda Privacy Notice**"). The Honda Privacy Notice also describes your data protection rights in relation to the processing activities described in this Supplemental Privacy Notice.

13.3. The purpose of this Supplemental Privacy Notice is to draw your attention to any processing activities which relate specifically to the **Service Plan** and to provide additional details which may not be covered by the Honda Privacy Notice.

13.4. Please take the time to read the Honda Privacy Notice and this Supplemental Privacy Notice, as they include important information which applies to you.

13.5. What personal data we collect

13.5.1. **Contact Information:** Full Name, Last Name, Home Address, Telephone number, Title, Gender, email address; and

13.5.2. **Vehicle Information:** Vehicle Identification Number (VIN); and

13.5.3. **Payment Information:** Sort Code, Account Number, Bank Name

13.6. How your personal data is processed

Your personal data is processed by:

13.6.1. Honda Motor Europe Limited (HME) as an independent controller; and

13.6.2. Honda Motor Europe Limited trading as Honda (UK) (HME-UK) as an independent controller; and

13.6.3. The Servicing Dealer in order to carry out the services under the Service Plan; and

13.6.4. Honda Administration who assist Honda in administering the Service Plan; and

13.6.5. The Roadside Assistance Services Provider to enable them to provide the Honda Roadside Assistance services.

13.7. Why we collect, use and store this personal data

13.7.1. To allow the Servicing Dealer to provide the Service and enact on the Service Plan; and

13.7.2. To allow Honda Administration to assist Honda in administering the Service Plan; and

13.7.3. To contact you regarding the Service Plan; and

13.7.4. To allow Honda to contact you regarding the Service Plan.

13.8. How we share your personal data

Please see the Honda Privacy Notice for full details of the third parties with whom we share your personal data including Honda group companies; Honda authorised dealers and repairers; companies providing services under contract; and other organisations.

13.9. Your choices and rights

13.9.1. You have certain rights in relation to your personal data, including the right to object to our use of it in some circumstances. For more information on your rights or how we use personal data, please consult our consult the [Honda Privacy Notice](#).

13.9.2. All requests to amend, update, delete, access or obtain copies of your personal data will be processed in accordance with applicable law.

13.9.3. Where the processing of your personal data is done with your consent, please note that you have the right to withdraw your consent at any time. If you wish to withdraw your consent, please contact us at: dpm-uk@honda-eu.com.

13.10. Data Retention

13.10.1. Honda will keep your details no longer than is necessary for the purpose for which it collected your personal data, as set out above and in accordance with applicable law.

13.10.2. Longer retention periods may apply to the extent required by law or in the event of a legal claim. In such circumstances, the relevant data shall be respectively retained as required by law or for the duration of the claim.

13.10.3. We have a duty of care to keep your information until such time a repair has been completed.

13.10.4. We will keep anonymised data for longer periods for the purpose of research and analysis to improve the Service.

14. GENERAL

14.1. In the event that the **Customer** loses any documentation the **Customer** must notify **Honda Administration** who will issue replacements upon payment by the **Customer** of an administration fee of £10.60 including VAT.

14.2. The **Authorised Honda Dealer** may declare void any Service Plan where the **Plan Documents** including schedule does not correctly indicate the exact **Vehicle** type, model and age.

14.3. The terms and conditions of this Agreement cannot be altered or amended by any person except with the specific written endorsement of **Honda** in writing.

14.4. This Service Plan is **not** available for business customers.

14.5. This Agreement is to be read as one document and unless otherwise specified any word or expression used with a specific meaning has the same meaning wherever it appears.

14.6. The **Customer** will not be entitled to any works or repairs under this Agreement that are not covered within the Service Schedule.

14.7. We may transfer our rights and obligations under these terms and conditions to another organisation, but this will not affect your rights or our obligations under these terms and conditions.

14.8. Each part of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses and paragraphs of these terms will remain in full force and effect.

14.9. If we fail to insist that you perform any of your obligations under these terms and conditions or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

14.10. These terms and conditions are governed by English law. This means that your use of the Service Plan, and any dispute or claim arising out of or in connection with the Service Plan (including non-contractual disputes or claims), will be governed by the laws of England.

14.11. You can bring legal proceedings in respect of these terms and conditions in the English courts. If you live in Scotland you can bring legal proceedings in respect of these terms and conditions in either the Scottish or the

English courts. If you live in Northern Ireland you can bring legal proceedings in respect of these terms and conditions in either the Northern Irish or the English courts.

Part 2 - Honda Extended Guarantee Terms and Conditions

HONDA EXTENDED GUARANTEE TERMS & CONDITIONS WHICH INCLUDE DETAILS OF YOUR RIGHT TO CANCEL COVER

IMPORTANT: This Honda Extended Guarantee is an Agreement made between you the Customer, the Dealer and Honda (UK) in respect of the Vehicle identified on the Customer Schedule at the Purchase Date of the Plan. The Customer as named on the Customer Schedule or such other subsequent Private Owner to whom the benefit of the Agreement is validly transferred in accordance with section 8.

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

IMPORTANT PLEASE READ THIS DOCUMENT CAREFULLY

This document contains of the terms and conditions for the Honda Extended Guarantee. This Honda Extended Guarantee has been designed to fulfil our most exacting requirements and provide you with a comprehensive customer package in the event of the unexpected. **To maintain your Honda Extended Guarantee, it is essential that your Vehicle is maintained and Serviced in accordance with the Service Record.**

These terms and conditions form the Contract between you the Customer named on the Plan Documents ("you", "your") and Honda Motor Europe Limited t/a Honda (UK), a limited company registered in England and Wales and our registered address is Cain Road, Bracknell, Berkshire, England RG12 1HL. Our company number is 00857969 and our VAT number is GB 711019584 ("Honda", "we", "our", "us").

Some words in this document have special meanings, which are explained below, under the heading Definitions. Whenever the words in Part 1 are shown in bold or with a capital letter, they have these special meanings; otherwise they have their ordinary everyday meanings. Nothing in these terms and conditions affects any legal rights you may have in law, such as under the Consumer Rights Act 2015, also known as "statutory rights". For more detailed information on your rights visit the Citizens Advice website www.citizensadvice.org.uk or call 03454 04 05 06.

These terms and conditions were last updated on: November 2020.

1. **DEFINITIONS**

- 1.1 **AGREEMENT:** means these Terms and Conditions and the Customer Schedule made between you the Customer, the Authorised Honda Dealer and Honda (UK) in respect of the Vehicle identified on your Customer Schedule.
- 1.2 **AUTHORISED HONDA DEALER:** means an individual, partnership or company authorised to provide the Honda carry out the services contained in this agreement unless we agree otherwise with you.
- 1.3 **CARE PACKAGE:** means this Honda Five Year Care Package which includes both the Honda Five Year Service Plan and the Honda Extended Guarantee as detailed on the Customer Schedule.
- 1.4 **COMPONENTS** means all factory fitted components of the Vehicle including any oil seals and gaskets, any working materials such as the replacement of oils, anti-freeze and oil filters and any casings caused by the failure of a covered Component **but** excluding any Excluded Components.
- 1.5 **CUSTOMER and YOU:** means the person whose details appear as the Customer on the Plan Documents and Customer Schedule. Where the Customer is a partnership then each partner separately and all partners jointly shall be responsible for the Customer's obligations under this Extended Guarantee.
- 1.6 **CUSTOMER SCHEDULE:** means the schedule to which these terms and conditions are appended.
- 1.7 **EXCLUDED COMPONENTS** means those components that are excluded from this Extended Guarantee as set out in Part 2.3.
- 1.8 **EXCLUSIONS:** means the exclusions to this Extended Guarantee as set out in Part 2.4.
- 1.9 **EXTENDED GUARANTEE:** means this extended guarantee as set out in the Customer Schedule and these terms and conditions.

- 1.10 **GEOGRAPHICAL LIMITS:** means the geographical limits set out in Part 2.7.
- 1.11 **HONDA ADMINISTRATION:** means TWG Services Limited, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF, registered number: 1883565, authorised and regulated by the Financial Conduct Authority, FRN 312440, who administers the programme on behalf of **Honda**.
- 1.12 **HONDACARE ASSISTANCE SERVICES PROVIDER:** means Automobile Association Developments Limited (trading as AA Breakdown Services), registered company number 1878835 whose registered office is at Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA.
- 1.13 **HONDA MANUFACTURER'S WARRANTY:** means the warranty provided by Honda free of charge with your Vehicle.
- 1.14 **ICME:** means the Institute of Chartered Mechanical Engineers.
- 1.15 **MANUFACTURING DEFECTS:** means any defect attributable to defective workmanship or materials of Honda.
- 1.16 **MECHANICAL OR ELECTRICAL BREAKDOWN:** means the sudden and unforeseen breakdown or failure of a component which requires immediate repair or replacement (not including Wear and Tear);
- 1.17 **NORMAL WORKING WEEK:** means Monday to Friday 9am – 5pm, excluding Bank Holidays.
- 1.18 **PLAN DOCUMENTS:** means the complete Customer Schedule and the Terms and Conditions of the Honda Extended Guarantee covering the terms of this Agreement.
- 1.19 **PLAN DURATION:** means the period starting on the expiry of your Honda Manufacturer's Warranty and continuing for a period of 2 years or until your Vehicle has covered 90,000 miles (whichever occurs first).
- 1.20 **PLAN PRICE:** means the cost not exceeding £399 (inc. VAT) as set out on your invoice.
- 1.21 **PRIVATE OWNER:** means an owner that is not a garage or a business connected to the motor trade in any way.
- 1.22 **REPAIR:** means the repair, replacement or rectification of a part or fault that is covered by the Honda Extended Guarantee.
- 1.23 **SERVICE RECORD:** means the Honda service record that comes with the Vehicle detailing the specific service requirements of the Vehicle and details of Hondacare Assistance.
- 1.24 **SERVICE or SERVICING or SERVICED:** means the servicing of the Vehicle in accordance with the Honda standard service schedules as detailed in the Service Record.
- 1.25 **START DATE:** means the start date as detailed on the Customer Schedule.
- 1.26 **VEHICLE:** means the Customer's motor vehicle as detailed on the Customer Schedule.
- 1.27 **WEAR AND TEAR:** has the meaning given to it in Part 2.6.

2. **WHAT YOUR HONDA EXTENDED GUARANTEE COVERS**

- 2.1 Subject to the terms and conditions stated in this document including but not limited to the Exclusions, we warrant that we will repair or replace (at our option) without charge any Components of your Vehicle that suffer Mechanical or Electrical Breakdown or any breakdown due to a Manufacturing Defect within the Geographical Limits during the Plan Duration.

Eligibility

- 2.2 You are eligible for this Extended Guarantee provided that:
- 2.2.1 you purchased the Vehicle:
- (a) as new from an Authorised Honda Dealer; and
 - (b) you qualified as part of a Honda (UK) marketing campaign;

- 2.2.2 the Vehicle is not a Honda NSX;
- 2.2.3 your Vehicle (including the type, model, age and indicated mileage (if applicable)) is as identified on the Customer Schedule;
- 2.2.4 the Vehicle has not been modified other than in accordance with the manufacturer's recommendations

Excluded Components

2.3 The following components are **not** covered by this Extended Guarantee:

- 2.3.1 bodywork components, panels, paintwork, door handles, glass, interior/exterior trim, upholstery;
- 2.3.2 replacement of parts that have reached the end of their effective working life because of age and/or usage (Wear & Tear)
- 2.3.3 the cost of servicing or items normally replaced during routine servicing including any damage caused by failure of timing belt which has not been replaced as recommended by the Vehicle's manufacturer, such items as, but not limited to, spark plugs, plug leads, wiring and wiring looms;
- 2.3.4 the cost of repairing components such as timing belts or chain failure where such components have not been adjusted in accordance with the manufacturer's specifications;
- 2.3.5 mechanical Breakdown or Electrical failure due to incorrect adjustment or misuse;
- 2.3.6 the clearing of fuel lines, filters, throttle body, pumps and damage caused to covered components by the use of incorrect or contaminated fuel;
- 2.3.7 burnt out, sticking or pitted valves;
- 2.3.8 integrated Motor Assist Pack on a Vehicle which is more than 8 years and/or 80,000 miles from date of first registration, whichever is the sooner.
- 2.3.9 airbags, batteries, bulbs, LED lamps, exhaust systems, wiper blades, wheel balancing / alignment, tyres;
- 2.3.10 the catalytic converter unless it fails the exhaust emissions standard following a test of exhaust gasses;
- 2.3.11 any damage caused by frost, lack of anti-freeze, impact, accident or negligence;
- 2.3.12 non factory fitted in car entertainment, traffic management systems, telephones, TVs and associated equipment;
- 2.3.13 strikers and hinges, normal maintenance services and the replacement of such items;
- 2.3.14 component failure resulting from accident damage, misuse, neglect, overloading or abnormal use;
- 2.3.15 drive on damage which has resulted from a failure, to arrange for a fault You were aware of to be rectified;
- 2.3.16 damage which has occurred as a result of any accessory being fitted (unless the accessory is approved by the manufacturer for use on the Vehicle and fitted according to instructions provided by the manufacturer of the accessory);
- 2.3.17 any damage or losses to components that are not directly covered within the terms of this Extended Guarantee;
- 2.3.18 any loss, damage or failure which occurs while the Vehicle is outside the Geographical Limits as detailed in these Terms & Conditions;
- 2.3.19 weather strips and body seals;

- 2.3.20 all damage and repairs resulting from water ingress, for example, through damaged or ineffective door, window or roof seals, through doors or sunroofs left open, or caused by driving through flood water;
- 2.3.21 recharging of air conditioning system, unless part of a valid claim for a Repair;
- 2.3.22 any liability in respect of any third party;
- 2.3.23 any losses covered under an accidental damage or road risk insurance policy or for any road hazard, fire or accident damage.

Exclusions

2.4 This Extended Guarantee does not cover:

- 2.4.1 any claims caused by, arising from or in connection with the following:
 - (a) Wear and Tear as set out in Part 2.6;
 - (b) any damage caused to or by any Excluded Component;
 - (c) any damage caused by continuing to drive the Vehicle once you have discovered a fault;
 - (d) faults attributable to a previous faulty repair;
 - (e) use of an incorrect grade or type of fuel or oil;
 - (f) faults associated with lack of routine maintenance;
 - (g) any claim where Honda Administration is unable to verify the actual mileage of the Vehicle at the time of the claim;
 - (h) any liability for death, bodily injury or damage to other property or any such loss caused directly or indirectly by the claim or event giving rise to a claim under this Extended Guarantee;
 - (i) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, acts of terrorism, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local Authority;
 - (j) ionising radiation, contamination by radioactivity from any nuclear fuel or from any nuclear waste, from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear parts thereof (in each case, whether directly or indirectly);
- 2.4.2 any claims that exceed or mean that the sum of all claims made under this Extended Guarantee will exceed the Maximum Claim Limit as set out in Part 2.5;
- 2.4.3 any claims in respect of a vehicle that:
 - (a) has been modified with any non-manufacturer approved supplied parts or has undergone any performance related modifications that are associated to the items covered under this Extended Guarantee. Honda reserve the right to decline any claim (and any associated damage) that may occur due to the fitting / failure of a modified part. Cosmetic modifications are acceptable including wheels and tyres providing they are the same size / specifications as the manufacturer's equivalent. Please note that this exclusion does not apply to Vehicles that have been modified to accommodate a disability provided that the modification is not performance enhancing however the modification itself and its components will not be covered by this Extended Guarantee;
 - (b) has been used as a public service Vehicle, such as military, police, ambulance or fire Vehicle;

- (c) is or has been used for any form of timed or competitive event (such as, but not limited to, racing or rallying);
- (d) is or has been used for commercial business use of hire and reward including but not limited to taxi, courier services, private hire and driving school vehicles;
- (e) is or has been used for commercial purposes with an unladen weight of more than 3.5 tonnes Gross Vehicle Weight (G.V.W);
- (f) is an American import, grey import, kit cars, motorhomes, quad bikes, motorcycles and rotary engine and any engine with a non-manufacturer fitted LPG conversion;
- (g) is owned by a motor trader, garage or associated companies or by proprietor(s) of such motor trader or garage, or by an employee, friend or relative of such proprietor(s);
- (h) has a speedometer that has been interfered with, altered or has been disconnected;

2.4.4 any of the following claims which are specific to an electric vehicle:

- (a) any damage to the Vehicle's hardware or software, or any loss or harm to any personal information/data uploaded to your vehicle resulting from unauthorised access to vehicle data or software from any source, including non-original equipment manufacturer parts or accessories, third party applications, viruses, bugs, malware, or any other form of interference or cyber attack;
- (b) failure due to power surges, power overloading, abnormal use and damage due to inappropriate or incorrect charging sources;
- (c) any claims caused by overloading the Vehicle;
- (d) any Vehicle that is or has been used as a stationary power source;
- (e) any claims arising from software updates or reprogramming unless required due to the failure of a covered Component;
- (f) caused by water ingress (including damage to covered components caused by water).

Maximum Claim Limit:

2.5 The sum of all claims made under this Extended Guarantee (including VAT) shall not under any circumstances exceed the net purchase price of the Vehicle as shown on your invoice for the Vehicle.

Wear and Tear

2.6 As your Vehicle gets older, so do the Components within it which can lead to an increased risk of fault or breakdown. The following items of wear and tear are not covered by this Extended Guarantee:

2.6.1 gradual reduction in operating performance;

2.6.2 gradual deterioration of Components,

in each case as is consistent with the age and mileage of your Vehicle.

Geographical Limits

2.7 Subject to Part 2.8.1, this Extended Guarantee covers Vehicles that suffer Mechanical or Electrical Breakdown or any breakdown due to a Manufacturing Defect within the following countries: 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: Albania, Andorra, Austria, Belarus, Belgium, Bosnia & Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russia, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, Vatican City. Hondacare Assistance in Europe does not apply to territories beyond mainland Europe.

2.8 **Claims outside of the UK:**

- 2.8.1 If your Vehicle fails outside of the United Kingdom but within the Geographic Limits set out above, you shall pay for any repair required and you shall submit a claim (in accordance with Part 4) within 14 days of your return to the United Kingdom. If your claim is successful then Honda will reimburse you for the cost of the Repair to the extent covered by the terms of this Extended Guarantee in pounds sterling at the rate of exchange of the relevant currency effective at the time of reimbursement.
- 2.8.2 Your Vehicle will be covered by the terms of this Extended Guarantee for up to 90 consecutive days for any single trip outside of the United Kingdom. This means that if you are leaving the United Kingdom for more than 90 days, your Vehicle will not be covered for Repairs under the terms of this Extended Guarantee until you return to the United Kingdom.

2.9 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.

3. **OBLIGATIONS**

Customer Obligations

You acknowledge and agree that in order to receive the benefit of this Extended Guarantee you must comply with the following obligations set out in Part 3.1 below.

3.1 You will:

- 3.1.1 ensure that the Vehicle is serviced on a timely basis in accordance with the Service Schedule as detailed in your Service Record by an Authorised Honda Dealer. All Servicing shall be undertaken within 30 days or 750 miles of the time or mileage stipulated in the Service Record. If any circumstances prevent the Servicing from being carried out in accordance with this provision, you must inform Honda Administration in writing immediately and before the expiry of the relevant time or mileage requirements;
- 3.1.2 provide the Authorised Honda Dealer with the Plan Documents in respect of the Vehicle prior to each Repair being carried out;
- 3.1.3 provide the Authorised Honda Dealer and/or Honda Administration with original service history documents and associated invoices upon request;
- 3.1.4 authorise the Authorised Honda Dealer to diagnose the fault as set out in Part 4.3;
- 3.1.5 pay the Plan Price in full in accordance with Part 7;
- 3.1.6 authorise the Authorised Honda Dealer to diagnose the fault in your Vehicle and, if necessary, to dismantle all or part of your Vehicle before submitting a claim for a Repair. The cost of diagnosis of the fault in your Vehicle is not covered by this Extended Guarantee and you acknowledge that you may be charged an additional amount for such diagnosis. The cost of dismantling your Vehicle will be borne by Honda Administration provided that your claim for a Repair is covered by this Extended Guarantee. If your claim is not covered by this Extended Guarantee then the cost of dismantling the Vehicle shall be borne by the owner of the Vehicle.
- 3.1.7 notify Honda Administration if your name, principal address or registration number (or any other Vehicle identification mark) as shown on your Plan Documents changes;
- 3.1.8 not make, or permit to be made, any mechanical alterations or modifications to Honda's standard specification for the Vehicle or as set out in the Service Record without obtaining the prior written consent of Honda;
- 3.1.9 notify an Authorised Honda Dealer as soon as reasonably practicable and in any event within 14 days of becoming aware of any Mechanical or Electrical Breakdown or Manufacturing Defect and before the expiry of the Plan Duration.

Honda Obligations

- 3.2 Honda will cover the cost of all authorised Repairs carried out by an Authorised Honda Dealer subject to the terms and conditions set out herein.

Authorised Honda Dealer Obligations

- 3.3 Your Authorised Honda Dealer will:
- 3.3.1 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.
 - 3.3.2 only use genuine Honda parts and fluids and oils of the recommended specification on your Vehicle;
 - 3.3.3 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 Normal Working Week. If it is not, the Authorised Honda Dealer will contact the Honda Claims Department on 0330 100 3406 and obtain authority to proceed with the Repair.

4. HOW TO MAKE A CLAIM

- 4.1 If your Vehicle develops a fault which you suspect may be covered by this Extended Guarantee, you should take your Vehicle to an Authorised Honda Dealer and give the Service Manager these Plan Documents. You must notify an Authorised Honda Dealer as soon as reasonably practicable and in any event within 14 days of becoming aware of the fault and before the expiry of the Plan Duration.
- 4.2 You shall provide Honda Administration with any documents reasonably requested including but not limited to all relevant invoices and evidence of service receipts.
- 4.3 By submitting a claim for a Repair you authorise the Authorised Honda Dealer to diagnose the fault in your Vehicle and, if necessary, dismantle all or part of your Vehicle. The cost of diagnosis of the fault in your Vehicle is not covered by this Extended Guarantee and you acknowledge that you may be charged an additional amount for such diagnosis. The cost of dismantling your Vehicle will be borne by Honda Administration provided that your claim for a Repair is covered by this Extended Guarantee. If your claim is not covered by this Extended Guarantee then the cost of dismantling the Vehicle shall be borne by the owner of the Vehicle. Honda (UK) reserves the right to submit the Vehicle and failed components to expert independent assessment at its own cost and such assessment shall determine whether the breakdown or fault fall within the cover provided by this Extended Guarantee.
- 4.4 If you have any questions in relation to the coverage under this Extended Guarantee or a claim or potential claim then please contact your Authorised Honda Dealer, or Honda Administration using the contact details set out in Part 15.
- 4.5 **Important: No Repair work can be started before Honda Administration has approved it and has issued an Authority Number.**

5. VEHICLE HIRE

- 5.1 Honda shall reimburse you up to £40 (including VAT) a day (up to a maximum of five days) towards the cost of a hire vehicle provided that:
- 5.1.1 your Vehicle is being repaired under the cover of this Extended Guarantee and the Repair time will exceed 8 hours (based on ICME repair times) to complete. Note that Repair time for the purposes of this Part 5.1 does not include delays in commencing a repair for any reason (including waiting for parts to arrive);
 - 5.1.2 you obtain Honda Administration's consent before arranging your hire vehicle; and
 - 5.1.3 you provide any evidence of such vehicle hire expenditure as required by Honda Administration.
- 5.2 Honda Administration will not be liable for any additional costs in respect of the hire vehicle including but not limited to in relation to any fuel, insurance or damage.

6. HONDACARE ASSISTANCE

6.1 Honda (UK) may in its absolute discretion provide Hondacare Assistance as part of this Honda Extended Guarantee on a complimentary basis.

6.2 Hondacare Assistance includes:

6.2.1 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 Authorised Honda Dealer. 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

6.2.2 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.

6.2.3 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 also 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 (4) passengers, or
- (c) Transport to, and accommodation at, the hotel of our choice for you and up to four (4) passenger on a bed and breakfast basis. 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 car
- (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.

Please note that 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.

6.2.4 Honda Message Service

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

6.2.5 **Honda European Assistance**

In Honda (UK)'s absolute discretion cover may also 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.

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

7. **CHARGES AND PAYMENT**

7.1 You will pay the **Plan Price** in advance of Honda or the Authorised Honda Dealer performing any of their obligations under this Extended Guarantee.

7.2 The Plan Price is in pounds sterling (GBP) and includes VAT at the applicable rate.

7.3 All payments need to be made by cash, card or cheque to the Authorised Honda Dealer.

8. **ASSIGNMENT**

8.1 The Customer may transfer their rights and obligations under this **Extended Guarantee** directly to a new Private Owner of the Vehicle provided that the new owner notifies **Honda Administration** of the transfer by giving written notice within 30 days of the transfer of the Vehicle taking place. The new owner must notify Honda of their name and address, the Vehicle's current mileage, the Vehicle registration details and the date the Vehicle was transferred to:

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

The new owner must enclose payment of an administration fee in the sum of £30.00 made payable to "TWG Services – Honda", along with a copy of the Service history (if any) for the Vehicle since the Start Date set out on the Customer Schedule.

8.2 **The transfer shall be deemed to have taken place when we provide confirmation of the transfer in writing (including email).**

8.3 For clarification, this **Extended Guarantee**, other than by an **Authorised Honda Dealer**, cannot be transferred or assigned by way of a business that buys, sells, repairs or trades motor vehicles, including where the **Vehicle** is sold or traded on to a new private owner by such a business.

8.4 **Under no circumstances can the Honda Extended Guarantee be transferred to another vehicle.**

9. **TERMINATION AND CANCELLATION**

9.1 This Extended Guarantee shall continue for the Plan Duration unless either Honda or you terminate the Care Package by a written notice of termination or suspension to the other if that other commits a serious breach and the breach either cannot be fixed or is not fixed within 14 days of the written notice, or you cancel the Care Package in accordance with this Part 9 or Part 9 of the Honda Five Year Service Plan.

9.2 **The Plan Price is only refundable in limited circumstances.** You are entitled to cancel this Care Package within 14 days of the date set out on the Customer Schedule without giving any reason. If you cancel within this period we will refund any payment you have made to us pursuant to this Care Package as soon as practicable.

9.3 **If you cancel this Care Package after 14 days of the date set out on the Customer Schedule then you shall not be entitled to a refund** unless part 9.1 applies or on the event of your death or the Vehicle being declared by an insurance company to be a total loss as a result of accidental damage or theft, in which case a fair and

equitable pro rata refund shall be calculated by Honda by reference to the unexpired days of the Extended Guarantee as a proportion of the Plan Price.

9.4 For the avoidance of doubt, the Care Package must be terminated or cancelled a whole. Neither party may terminate this Extended Guarantee without also terminating the Honda Five Year Service Plan.

9.5 **All cancellations are subject to a non-negotiable administration charge, which will be deducted from any pro rata refund due.**

9.6 Any refund due will be calculated from the date that Honda Administration receives the letter of cancellation, email or phone call, whichever is the earliest date.

9.7 **Refunds will be made to the same payment method used to pay for the Extended Guarantee. Nothing in these terms and conditions affects any legal rights you may have in law, also known as "statutory rights".**

10. LIABILITY

10.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, the Authorised Honda Dealer and Honda are not legally responsible for any losses that were not foreseeable to you and Honda when this agreement was formed or any losses not caused by any breach by Honda.

10.2 Repairs are carried out by Authorised Honda Dealers. All responsibility for Repairs rests with the Authorised Honda Dealers and Honda is not liable for any acts or omissions of Authorised Honda Dealers.

10.3 If the Authorised Honda Dealer fails to comply with the terms of this Agreement, the Authorised Honda Dealer is responsible for loss or damage the Customer may suffer that is a foreseeable result of the Authorised Honda Dealer breaking the terms of this Agreement or failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both the Authorised Honda Dealer and the Customer knew it might happen.

11. COMPLAINTS

11.1 For complaints relating to the **Honda Extended Guarantee** please contact your **Authorised Honda Dealer** in the first instance.

11.2 If you do not obtain satisfaction from Your Authorised Honda Dealer in regard to this Honda Extended Guarantee you can contact Honda Administration at:

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

Telephone: 0330 100 3406 (Monday - Friday, 9:00am - 5:00pm) or

Email - customer.relations@assurant.com.

11.3 Should you remain dissatisfied, you can contact:

The Customer Relations Manager
Honda Motor Europe Limited trading as Honda (UK),
Customer Relations Department,
Cain Road,
Berkshire
RG12 1HL

Telephone: 0345 200 8000 (Monday - Friday, 9:00am - 5:00pm) or;

Email: customer.serviceuk@honda-eu.com; or

The Motor Ombudsman,
71 Great Peter Street, London, SW1P 2BN

12. If you are dissatisfied with the outcome of a complaint to **Honda** concerning the **Vehicle**, you may refer it to Motor Codes Ltd, a CTSI certified Alternative Dispute Resolution (ADR) provider that we are prepared to engage with through the ADR procedure. Further details can be found at www.motorcodes.co.uk or alternatively you can contact their Advice Line on 020 7344 1651.

13. **YOUR PRIVACY AND PERSONAL INFORMATION**

13.1 This Supplemental Privacy Notice ("**Supplemental Privacy Notice**") explains how Honda Motor UK ("**Honda**", "**we**" or "**us**") collect and process Your personal data in regards to the Extended Guarantee.

13.2 This Supplemental Privacy Notice supplements the Honda Privacy Notice (which is available at <https://www.honda.co.uk/general-information/privacy-policy.html>) which sets out in full the ways in which Honda processes your personal data when you interact with Honda (the "**Honda Privacy Notice**"). The Honda Privacy Notice also describes your data protection rights in relation to the processing activities described in this Supplemental Privacy Notice.

13.3 The purpose of this Supplemental Privacy Notice is to draw your attention to any processing activities which relate specifically to the Extended Guarantee and to provide additional details which may not be covered by the Honda Privacy Notice.

13.4 Please take the time to read the Honda Privacy Notice and this Supplemental Privacy Notice, as they include important information which applies to you.

13.5 **What personal data we collect**

13.5.1 **Contact Information:** Full Name, Last Name, Home Address, Telephone number, Title, Gender, email address; and

13.5.2 **Vehicle Information:** Vehicle Identification Number (VIN); and

13.5.3 **Payment Information:** Sort Code, Account Number, Bank Name

13.6 **How your personal data is processed**

Your personal data is processed by:

13.6.1 Honda Motor Europe Limited (HME) as an independent controller; and

13.6.2 Honda Motor Europe Limited trading as Honda (UK) (HME-UK) as an independent controller; and

13.6.3 The Servicing Dealer in order to carry out the services under the Extended Guarantee; and

13.6.4 Honda Administration who assist Honda in administering the Extended Guarantee; and

13.6.5 The Roadside Assistance Services Provider to enable them to provide the Honda Roadside Assistance services.

13.7 **Why we collect, use and store this personal data**

13.7.1 To allow the Servicing Dealer to provide the Service and enact on the Extended Guarantee; and

13.7.2 To allow Honda Administration to assist Honda in administering the Extended Guarantee; and

13.7.3 To contact you regarding the Extended Guarantee; and

13.7.4 To allow Honda to contact you regarding the Extended Guarantee.

13.8 **How we share your personal data**

Please see the Honda Privacy Notice for full details of the third parties with whom we share your personal data including Honda group companies; Honda authorised dealers and repairers; companies providing services under contract; and other organisations.

13.9 **Your choices and rights**

- 13.9.1 You have certain rights in relation to your personal data, including the right to object to our use of it in some circumstances. For more information on your rights or how we use personal data, please consult our [Honda Privacy Notice](#).
- 13.9.2 All requests to amend, update, delete, access or obtain copies of your personal data will be processed in accordance with applicable law.
- 13.9.3 Where the processing of your personal data is done with your consent, please note that you have the right to withdraw your consent at any time. If you wish to withdraw your consent, please contact us at: dpm-uk@honda-eu.com.

13.10 **Data Retention**

- 13.10.1 Honda will keep your details no longer than is necessary for the purpose for which it collected your personal data, as set out above and in accordance with applicable law.
- 13.10.2 Longer retention periods may apply to the extent required by law or in the event of a legal claim. In such circumstances, the relevant data shall be respectively retained as required by law or for the duration of the claim.
- 13.10.3 We have a duty of care to keep your information until such time a repair has been completed.
- 13.10.4 We will keep anonymised data for longer periods for the purpose of research and analysis to improve the Service.

14. **GENERAL**

- 14.1 You must notify Honda Administration if you lose any Plan Documents. Replacement Plan Documents are subject to an administration fee of £10.60 (exc. VAT) which shall be payable by the Customer to Honda Administration.
- 14.2 The terms and conditions of this Agreement cannot be altered or amended by any person except with the specific written endorsement of **Honda** in writing.
- 14.3 This Agreement is to be read as one document and unless otherwise specified any word or expression used with a specific meaning has the same meaning wherever it appears.
- 14.4 We may transfer our rights and obligations under these terms and conditions to another organisation, but this will not affect your rights or our obligations under these terms and conditions.
- 14.5 Each part of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses and paragraphs of these terms will remain in full force and effect.
- 14.6 If we fail to insist that you perform any of your obligations under these terms and conditions or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 14.7 These terms and conditions are governed by English law. This means that your use of the Extended Guarantee, and any dispute or claim arising out of or in connection with the Extended Guarantee (including non-contractual disputes or claims), will be governed by the laws of England.
- 14.8 You can bring legal proceedings in respect of these terms and conditions in the English courts. If you live in Scotland you can bring legal proceedings in respect of these terms and conditions in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of these terms and conditions in either the Northern Irish or the English courts.

15. **CONTACT US**

15.1 **Write to:**

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

15.2 **Telephone:** 0330 100 3406 (Monday - Friday, 9:00am - 5:00pm) or;

15.3 **Email:** honda.enquiries@hondaadministration.com