

## **HONDACARE ASSISTANCE**

### **TERMS AND CONDITIONS OF COMPLIMENTARY SERVICE**

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 retailer 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;

“Recovery” the service set out in Part 4 of these Terms and Conditions;

“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 and Recovery 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 retailers 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 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 retailers.

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 paragraphs 12, 13 and 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 – 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 Contract applicable to 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 Contract applicable to 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, Roadside Assistance at Home and the General Terms of Contract applicable to Hondacare Assistance.

## **NOTES**

### **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 assistance, you should write to:

Customer Solutions

The AA, Park Square,

Bird Hall Lane

Cheadle Heath

Stockport, SK3 0XN

[customer.solutions@theAA.com](mailto:customer.solutions@theAA.com)

Tel: [0344 209 0556](tel:03442090556)

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.