# Schedule - Customer Copy Honda Motorcycle Extended Guarantee



		Plan Number :	«Policy_Number»
		Document Printed Date :	< <todays>&gt;</todays>
		Dealer Code :	< <contract_dealer_number>&gt;</contract_dealer_number>
		Dealer Name :	< <contract_dealer_name>&gt;</contract_dealer_name>
<b>Customer Details</b>			
Name :	«Customer_Full_Name»	Home Telephone :	< <contract_customer_phone>&gt;</contract_customer_phone>
Address :	<contract_house_number &gt;&gt; &lt;<contract_house_name>&gt; &lt;<contract_holder_address _1_INT&gt;&gt; &lt;<contract_holder_address< td=""><td>E-Mail :</td><td>«Email_Address»</td></contract_holder_address<></contract_holder_address </contract_house_name></contract_house_number 	E-Mail :	«Email_Address»
Motorcycle Details			
Model :	«Model_Desc»	Fuel Type :	«Fuel_Type_Desc»
VIN Number :	< <contract_vin>&gt;</contract_vin>	Vehicle Registration Date:	< <quote_dealer_product.quote.vehicle_r< td=""></quote_dealer_product.quote.vehicle_r<>
Transmission :	< <quote_dealer_product.quote.< td=""><td>Mileometer (*) :</td><td>&lt;<contract_odometer_mileage_at_purcha< td=""></contract_odometer_mileage_at_purcha<></td></quote_dealer_product.quote.<>	Mileometer (*) :	< <contract_odometer_mileage_at_purcha< td=""></contract_odometer_mileage_at_purcha<>
Vehicle Sold Date:	< <quote_dealer_product_contr act_Start_Dates&gt;&gt;</quote_dealer_product_contr 	Plan Purchase Date :	< <quote_dealer_product.quote.vehicle_p olicy_sold_dates&gt;&gt;</quote_dealer_product.quote.vehicle_p 

(\*) The mileage displayed in no way guarantees the true mileage of the Motorcycle and it is quoted only to assist you in knowing when services may be due.

## **Plan Details**

Product	Start Date	End Date	Period of Guarantee	Claims Limit	Price(**)
Honda Motorcycle Extended Guarantee	< <contract_cont ract_Start_Date_ _s&gt;&gt;</contract_cont 	< <contract_cont ract_End_Date s&gt;&gt;</contract_cont 	< <contract_terms_mont hs_INT&gt;&gt; Months</contract_terms_mont 	£< <contract_pu rchase_Price&gt;&gt;</contract_pu 	££££ < <contract_custo mer_Cost&gt;&gt;</contract_custo 

(\*\*) Plan Price

The total price you have paid the Dealer for the Honda Motorcycle Extended Guarantee as detailed in the table above. The price covers the full term of this Honda Motorcycle Extended Guarantee.

## **Customer Statement**

The Customer wishes to obtain the protection offered by this Honda Motorcycle Extended Guarantee for the Motorcycle. The Customer has been advised of the details of the Honda Motorcycle Extended Guarantee as set out in this Schedule, together with full Terms and Conditions of Honda Motorcycle Extended Guarantee enclosed (together referred to as "the Honda Motorcycle Extended Guarantee"), including the main benefits, exclusions and limitations, and is not aware of any other Warranty/Guarantee that he/she currently has that makes this Honda Motorcycle Extended Guarantee unsuitable. The Customer is aware of their obligation to provide all material information and has made a reasoned decision on the basis of the information provided. The Customer has a period of 14 days after receiving these Honda Motorcycle Extended Guarantee documents to cancel the Plan if they wish to reconsider their decision.

In order to maintain the validity of the Honda Motorcycle Extended Guarantee it is essential that the Motorcycle is serviced by an authorised Honda Dealer in accordance with the service schedule detailed in the Motorcycle's Service Book.

## **Declaration Section**

#### DEALER DECLARATION

I confirm the Service history is up to date, and a VHC was completed 30 days or less before applying. I certify that, to the best of my knowledge, this vehicle is mechanically sound and of road-worthy condition (including recalls), and that any mechanical faults at the time of sale that fall within the scope of this plan have been corrected.

## CUSTOMER DECLARATION

I agree to be bound by the terms and conditions of this plan. I confirm that I have been made aware of all available product options and do not wish to take advantage of any additional cover.

Dealer's Signature:

Customer's Signature:

Date:

Date:

**Customer Details** 

## Honda Motorcycle Extended Guarantee

«Policy\_Number»
<<Today\_\_s>>
<<Contract\_Dealer\_Number>>
<<Contract\_Dealer\_Name>>

 Name :
 «Customer\_Full\_Name»
 Home Telephone :
 <<Contract\_Customer\_Phone>>

 Address :
 <<Contract\_House\_number>
 E-Mail :
 «Email\_Address»

 >
 <<Contract\_House\_name>>
 <<Contract\_Holder\_Address\_</td>

 1\_INT>>
 <<Contract\_Holder\_Address\_</td>
 2\_INT>>

Plan Number :

Dealer Code :

Dealer Name :

Document Printed Date :

## **Motorcycle Details**

Model :	«Model_Desc»	Fuel Type :	«Fuel_Type_Desc»
VIN Number :	< <contract_vin>&gt;</contract_vin>	Vehicle Registration Date:	< <quote_dealer_product.quote.vehicle_< td=""></quote_dealer_product.quote.vehicle_<>
Transmission :	< <quote_dealer_product.quote.v< td=""><td>Mileometer (*) :</td><td>&lt;<contract_odometer_mileage_at_purch< td=""></contract_odometer_mileage_at_purch<></td></quote_dealer_product.quote.v<>	Mileometer (*) :	< <contract_odometer_mileage_at_purch< td=""></contract_odometer_mileage_at_purch<>
Vehicle Sold Date :	< <quote_dealer_product_contract _Start_Dates&gt;&gt;</quote_dealer_product_contract 	Plan Purchase Date :	< <quote_dealer_product.quote.vehicle_ Policy_sold_dates&gt;&gt;</quote_dealer_product.quote.vehicle_ 

(\*) The mileage displayed in no way guarantees the true mileage of the Motorcycle and it is quoted only to assist you in knowing when services may be due.

## **Plan Details**

Product	Start Date	End Date	Period of Guarantee	Claims Limit	Price*
Honda Motorcycle Extended Guarantee	< <contract_co ntract_Start_Dat es&gt;&gt;</contract_co 	< <contract_co ntract_End_Dat es&gt;&gt;</contract_co 	< <contract_terms_month s_INT&gt;&gt; Months</contract_terms_month 	£< <contract_pur chase_Price&gt;&gt;</contract_pur 	££££ < <contract_custo mer_Cost&gt;&gt;</contract_custo 

## (\*\*) Plan Price

The total price you have paid the Dealer for the Honda Motorcycle Extended Guarantee as detailed in the table above. The price covers the full term of this Honda Motorcycle Extended Guarantee.

#### **Customer Statement**

The Customer wishes to obtain the protection offered by this Honda Motorcycle Extended Guarantee for the Motorcycle. The Customer has been advised of the details of the Honda Motorcycle Extended Guarantee as set out in this Schedule, together with full Terms and Conditions of Honda Motorcycle Extended Guarantee enclosed (together referred to as "the Honda Motorcycle Extended Guarantee"), including the main benefits, exclusions and limitations, and is not aware of any other Warranty/Guarantee that he/she currently has that makes this Honda Motorcycle Extended Guarantee unsuitable. The Customer is aware of their obligation to provide all material information and has made a reasoned decision on the basis of the information provided. The Customer has a period of 14 days after receiving these Honda Motorcycle Extended Guarantee documents to cancel the Plan if they wish to reconsider their decision.

In order to maintain the validity of the Honda Motorcycle Extended Guarantee it is essential that the Motorcycle is serviced by an authorised Honda Dealer in accordance with the service schedule detailed in the Motorcycle's Service Book.

**Declaration Section** 

#### DEALER DECLARATION

I confirm the Service history is up to date, and a VHC was completed 30 days or less before applying. I certify that, to the best of my knowledge, this vehicle is mechanically sound and of road-worthy condition (including recalls), and that any mechanical faults at the time of sale that fall within the scope of this plan have been corrected.

## **CUSTOMER DECLARATION**

I have read, understood and agree to be bound by the terms and conditions of this plan. I confirm that I have been made aware of all available product options and do not wish to take advantage of any additional cover.

Dealer's Signature:

Customer's Signature:

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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

IMPORTANT: This Honda Motorcycle Extended Guarantee is an Agreement made between you the Customer, the Dealer and Honda (UK) in respect of the Motorcycle identified on the schedule at the Purchase Date of the Plan. The Customer as named on the 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 all details of the Honda Motorcycle Extended Guarantee. This Honda Motorcycle 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 Motorcycle Extended Guarantee, it is essential that your Motorcycle is maintained and Serviced in accordance with Honda specifications.

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 Motorcycle 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 **COMPONENTS**: means all factory fitted components of the Motorcycle 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.
- 1.4 **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.
- 1.5 **CUSTOMER SCHEDULE:** means the schedule to which these terms and conditions are appended.
- 1.6 **EXCLUDED COMPONENTS** means those components that are excluded from this Extended Guarantee as set out in Part 2.3.
- 1.7 **EXCLUSIONS**: means the exclusions to this Extended Guarantee as set out in Part 2.4.
- 1.8 **EXTENDED GUARANTEE**: means this extended guarantee as set out in the Customer Schedule and these terms and conditions.
- 1.9 **GEOGRAPHICAL LIMITS**: means the geographical limits set out in Part 2.7.
- 1.10 **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**.
- 1.11 **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.
- 1.12 **HONDA MANUFACTURER'S WARRANTY**: means the warranty provided by Honda free of charge with your Motorcycle.
- 1.13 **ICME**: means the Institute of Chartered Mechanical Engineers.
- 1.14 **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);
- 1.15 **MOTORCYCLE**: means the Customer's motorcycle as detailed on the Customer Schedule.
- 1.16 **NORMAL WORKING WEEK**: means Monday to Friday 9am 5pm, excluding Bank Holidays.

- 1.17 **PLAN DOCUMENTS**: means the complete Customer Schedule and the Terms and Conditions of the Honda Extended Guarantee covering the terms of this Agreement.
- 1.18 **PLAN DURATION**: means the Period of Guarantee set out on the Customer Schedule.
- 1.19 **PLAN PRICE**: means the total cost to the Customer as set out in the section headed "Plan Details" on the Customer Schedule.
- 1.20 **PRIVATE OWNER**: means an owner that is not a garage or a business connected to the motor trade in any way.
- 1.21 **REPAIR**: means the repair, replacement or rectification of a part or fault that is covered by the Honda Extended Guarantee.
- 1.22 **SERVICE BOOK**: means the Honda service booklet that comes with the Motorcycle detailing the specific service requirements of the Motorcycle and details of Hondacare Assistance.
- 1.23 **SERVICE or SERVICING or SERVICED**: means the servicing of the Motorcycle in accordance with the Honda standard service schedules as detailed in the Service Book.
- 1.24 **START DATE**: means the start date as detailed on the Customer Schedule.
- 1.25 **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 Motorcycle that suffer Mechanical or Electrical Breakdown 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 from an Authorised Honda Dealer;
  - 2.2.2 the Motorcycle is over 1 month old and covered by the Honda Manufacturer's Warranty at the Start Date;
  - 2.2.3 your Motorcycle (including the type, model, age and indicated mileage (if applicable)) is as identified on the Customer Schedule;
  - 2.2.4 the Motorcycle 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 Motorcycle'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 airbags, batteries, bulbs, LED lamps, exhaust systems, wiper blades, wheel balancing / alignment, tyres;
  - 2.3.9 the catalytic converter unless it fails the exhaust emissions standard following a test of exhaust gasses;

- 2.3.10 any damage caused by frost, lack of anti-freeze, impact, accident or negligence;
- 2.3.11 non factory fitted entertainment, traffic management systems, telephones, TVs and associated equipment;
- 2.3.12 strikers and hinges, normal maintenance services and the replacement of such items;
- 2.3.13 component failure resulting from accident damage, misuse, neglect, overloading or abnormal use;
- 2.3.14 drive on damage which has resulted from a failure, to arrange for a fault You were aware of to be rectified;
- 2.3.15 damage which has occurred as a result of any accessory being fitted (unless the accessory is approved by the manufacturer for use on the Motorcycle and fitted according to instructions provided by the manufacturer of the accessory);
- 2.3.16 any damage or losses to components that are not directly covered within the terms of this Extended Guarantee;
- 2.3.17 any loss, damage or failure which occurs while the Motorcycle is outside the Geographical Limits as detailed in these Terms & Conditions;
- 2.3.18 weather strips and body seals;
- 2.3.19 all damage and repairs resulting from water ingress;
- 2.3.20 recharging of air conditioning system, unless part of a valid claim for a Repair;
- 2.3.21 any liability in respect of any third party;
- 2.3.22 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 Motorcycle 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 Motorcycle 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;
    - 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 Motorcycle 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 Motorcycles 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 motorcycle, such as military, police, ambulance or fire motorcycle;
- (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 an American import, grey import, quad bikes, motorcycles and rotary engine and any engine with a non-manufacturer fitted LPG conversion;
- (f) 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);
- (g) 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 Motorcycle'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 Motorcycle;
  - (d) any Motorcycle 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 Claims Limit as is set out in the Customer Schedule.

## Wear and Tear

- 2.6 As your Motorcycle 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 Motorcycle.

#### **Geographical Limits**

2.7 Subject to Part 2.8.1, this Extended Guarantee covers Motorcycles that suffer Mechanical or Electrical Breakdown 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 Motorcycle 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 Motorcycle 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 Motorcycle 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 Motorcycle is serviced on a timely basis in accordance with the Service Schedule as detailed in your Service Book 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 Book. 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 Motorcycle 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 Motorcycle and, if necessary, to dismantle all or part of your Motorcycle before submitting a claim for a Repair. The cost of diagnosis of the fault in your Motorcycle 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 Motorcycle 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 Motorcycle shall be borne by the owner of the Motorcycle.
  - 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 Motorcycle or as set out in the Service Book 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 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 Motorcycle 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 Motorcycle;
- 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 Motorcycle claim onto the Honda Application. If the Motorcycle 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 Motorcycle develops a fault which you suspect may be covered by this Extended Guarantee, you should take your Motorcycle 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 Motorcycle and, if necessary, dismantle all or part of your Motorcycle. The cost of diagnosis of the fault in your Motorcycle 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 Motorcycle 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 Motorcycle shall be borne by the owner of the Motorcycle. Honda (UK) reserves the right to submit the Motorcycle 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. MOTORCYCLE 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 Motorcycle provided that:
  - 5.1.1 your Motorcycle 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 Motorcycle; and
  - 5.1.3 you provide any evidence of such Motorcycle hire expenditure as required by Honda Administration.
- 5.2 Honda Administration will not be liable for any additional costs in respect of the hire Motorcycle 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 Motorcycle breaks down at home, and we authorise Honda Home Assistance, we can endeavour to send an appointed agent to your doorstep. If the Motorcycle 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 Motorcycle 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 Motorcycle 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 Motorcycle at the roadside, and we authorise Honda Recovery Assistance, we can endeavour to arrange for you, and up to four passengers and your Motorcycle 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 Motorcycle cannot be fixed at the roadside we may, at our absolute discretion, choose to provide one of the following:

- (a) A replacement hire vehicle, 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 two (2) passengers, or
- (c) Transport to, and accommodation at, the hotel of our choice for you and up to two (2) passenger on a bed and breakfast basis. Hire vehicle 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.

**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 Motorcycle.

#### 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 Motorcycle 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 How To Request Assistance

- 6.3.1 Please call +44 (0) 800 521 728. If you are calling from a mobile phone, please check with your network supplier for any special conditions.
- 6.3.2 You will be asked to provide the following information:
  - (a) your name
  - (b) a contact telephone number
  - (c) your address
  - (d) the registration, make, model and colour of your vehicle This much match the vehicle documented on your Schedule
  - (e) the nature of your breakdown
  - (f) your exact location If you believe you are in a vulnerable or dangerous situation, please make this clear at the time of your call

- 6.3.3 After making the call return to a safe place near your Vehicle. If you are calling from the motorway, walk in the direction indicated by the marker posts to the nearest SOS telephone, ask for the police to contact Honda Roadside Assistance on: 0800 521 728.
- 6.3.6 For European 24-hour emergency vehicle assistance, please call: 00 800 33 22 88 77
  - Or, if calling from France: 08 25 87 89 83 or 04 72 17 12 05
  - Or, from any other location: 00 33 825 87 89 83 or 00 33 472 171 205

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

## 7. CHARGES AND PAYMENT

- 7.1 You shall pay the **Plan Price** as follows:
  - 7.1.1 as a single one-off payment of the full Plan Price in advance of the Start Date; or
  - 7.1.2 in agreed equal monthly instalments in accordance with Part 7.2.
- 7.2 Where you have chosen to pay the Plan Price in monthly instalments, you shall pay the agreed monthly instalments to Honda Administration by Direct Debit. The first monthly instalment shall be paid in full and cleared funds within 60 days of the date of the Customer Schedule and each subsequent payment on the same day of each month thereafter until you have paid the Plan Price in full.
- 7.3 The Plan Price is in pounds sterling (GBP) and includes VAT at the applicable rate.
- 7.4 All payments need to be made by cash, card or cheque to the Authorised Honda Dealer or by Direct Debit pursuant to Part 7.2.

## 8. ASSIGNMENT

8.1 The Customer may transfer their rights and obligations under this **Extended Guarantee** directly to a new Private Owner of the Motorcycle provided that the new owner notifies **Honda Administration** of the transfer by giving written notice within 30 days of the transfer of the Motorcycle taking place. The new owner must notify Honda of their name and address, the Motorcycle's current mileage, the Motorcycle registration details and the date the Motorcycle 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 £15.00 made payable to "TWG Services – Honda", along with a copy of the Service history (if any) for the Motorcycle 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 **Motorcycle** 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 contract 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 Extended Guarantee in accordance with this Part 9.
- 9.2 **The Plan Price is only refundable in limited circumstances.** You are entitled to cancel this Extended Guarantee 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 Extended Guarantee as soon as practicable.

- 9.3 If you cancel this Extended Guarantee 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 Motorcycle 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 All cancellations are subject to a non-negotiable administration charge, which will be deducted from any pro rata refund due.
- 9.5 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.
- 9.6 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 **Motorcycle**, 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 <u>www.motorcodes.co.uk</u> 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 <a href="https://www.honda.co.uk/general-information/privacy-policy.html">https://www.honda.co.uk/general-information/privacy-policy.html</a>) 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 consult the <u>Honda</u> 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: <u>dpm-uk@honda-eu.com</u>.

#### 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;

Email: honda.enquiries@hondaadministration.com