

Honda 'Motorcycle' Roadside Assistance 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 the documents referred to within it contain all details of the **Honda 'Motorcycle' Roadside Assistance** Programme, which is provided in consideration of the mutual obligations and undertakings between the parties set out in these terms and conditions.

These terms and conditions form the Contract between You the Customer named on the **Plan Documents** and the **Honda 'Motorcycle' Roadside Assistance** 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 **Honda 'Motorcycle' Roadside Assistance** Programme 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: 07 July 2020.

1. DEFINITIONS

- 1.1. **AUTHORISED HONDA DEALER** – means an individual, partnership or Company authorised to provide the **Honda 'Motorcycle' Roadside Assistance** or carry out the services contained in this agreement unless we agree otherwise with You
- 1.2. **CUSTOMER** and **YOU** – means the person whose details appear 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 **Honda Road Assistance Programme**.
- 1.3. **CUSTOMER SCHEDULE** – means the schedule to which these terms and conditions are appended.
- 1.4. **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**
- 1.5. **MOTORCYCLE** – means the Customer's Motorcycle as detailed on the **Plan Documents** or **Customer Schedule**.
- 1.6. **PLAN DOCUMENTS** – means the **Honda 'Motorcycle' Roadside Assistance Plan Documents** including the Customer Schedule and enclosed terms and conditions which contains the **Customer** and **Motorcycle** details.
- 1.7. **PERIOD OF COVER** – means the period set out in the Customer Schedule.
- 1.8. **PRICE** – means the total cost to the Customer as set out in the section headed "Product Details" on the Customer Schedule.
- 1.9. **ROADSIDE ASSISTANCE SERVICES PROVIDER** – 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.

2. PARTIES AND DURATION

- 2.1. This Agreement is between **You**, the **Authorised Honda Dealer** and **Honda**. It shall be binding on all parties only when it has been signed by all parties and shall continue, subject to earlier termination in accordance with these terms and conditions, for the Period of Cover.
- 2.2. **Honda** in its absolute discretion will endeavour to provide services under this **Honda 'Motorcycle' Roadside Assistance** from the Start Date detailed on the Customer Schedule for the Period of Cover. **Honda 'Motorcycle' Roadside Assistance** is not renewable and will automatically expire on the expiry of the Period of Cover.

3. WHAT IS COVERED BY HONDA 'MOTORCYCLE' ROADSIDE ASSISTANCE

- 3.1. **Honda 'Motorcycle' Roadside Assistance** includes **Honda 'Motorcycle' Roadside Assistance**, **Honda Recovery Assistance** and **Honda Message Service**, each of which **Honda** may provide in its absolute discretion for the Motorcycle during the **Period of Cover**.
- 3.2. **Honda 'Motorcycle' Roadside Assistance**
 - 3.2.1. If your Motorcycle breaks down at the roadside, and we authorise **Honda 'Motorcycle' Roadside Assistance** in our discretion, we will endeavour to get help to you wherever you are in the United Kingdom. Where the Motorcycle can't be repaired in a reasonable period of time, you may be able to benefit from **Honda Recovery Assistance**.
- 3.3. **Honda Recovery Assistance**
 - 3.3.1. If we authorise **Honda 'Motorcycle' Roadside Assistance** but can't fix your Motorcycle at the roadside, and we authorise in our discretion **Honda Recovery Assistance**, we will 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 will have to pay the ferry costs).
- 3.4. **Honda Message Service**
 - 3.4.1. Should the unforeseen arise, if we authorise, **Honda 'Motorcycle' Roadside Assistance** or **Honda Recovery Assistance**, it's good to know that we can try to assist in getting a message to a relative or colleague to let them know what's happening, where you are and that you're safe.
- 3.5. **HOW TO REQUEST ASSISTANCE**
 - 3.5.1. 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.
 - 3.5.2. **You will be asked to provide the following information:**
 - 3.5.2.1. your name
 - 3.5.2.2. a contact telephone number
 - 3.5.2.3. your address
 - 3.5.2.4. the registration, make, model and colour of your Motorcycle – This must match the Motorcycle documented on your Schedule
 - 3.5.2.5. the nature of your breakdown
 - 3.5.2.6. your exact location - If you believe you are in a vulnerable or dangerous situation, please make this clear at the time of your call
 - 3.5.3. **After making the call return to a safe place near your Motorcycle.** 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 'Motorcycle' Roadside Assistance** on: **0800 521 728**.
 - 3.5.4. If the problem resolves itself before the assistance arrives please call the above number and let us know.
- 3.6. **Honda 'Motorcycle' Roadside Assistance is subject to its full terms and conditions which are available at <https://www.honda.co.uk/cars/owners/breakdown-assistance/>**

4. GEOGRAPHICAL LIMITS

This Agreement only covers **Honda 'Motorcycle' Roadside Assistance** 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. TRANSFER OF COVER

- 5.1. Subject to the approval of **Honda**, the Customer may transfer the **Honda 'Motorcycle' Roadside Assistance** with the Motorcycle to a new **Private Owner**. An application must be made to **Honda Administration** before any proposed change of ownership and the transfer shall be deemed to have taken place when we provide confirmation of the transfer in writing (including email).
- 5.2. Under no circumstances can this **Honda 'Motorcycle' Roadside Assistance** be transferred to another Motorcycle or via any motor dealer.

6. CANCELLATION

- 6.1. If for any reason you are not satisfied with the cover, or find that it does not meet your requirements, you can cancel it at any time by advising the **Honda Administration** in writing. As this product is supplied free of charge no refund will be due.
- 6.2. **Honda** may terminate the contract by issuing You a written notice of termination or suspension if You commit a serious breach and the breach either cannot be fixed or is not fixed within 14 days of the written notice.

7. COMPLAINTS

- 7.1. For complaints relating to the **Honda 'Motorcycle' Roadside Assistance** please contact your **Authorised Honda Dealer**
- 7.2. If you do not obtain satisfaction from Your **Authorised Honda Dealer** in regard to this **Honda 'Motorcycle' Roadside Assistance** you can contact **Honda Administration**;
**Honda 'Motorcycle' Roadside Assistance
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.
- 7.3. 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
- 7.4. 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 www.motorcodes.co.uk or alternatively you can contact their Advice Line on 020 7344 1651.

8. YOUR PRIVACY AND PERSONAL INFORMATION

- 8.1. This Supplemental Privacy Notice ("**Supplemental Privacy Notice**") explains how Honda Motor UK ("**Honda**", "**we**" or "**us**") collect and process Your personal data in regard to the Roadside Assistance.
- 8.2. 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.
- 8.3. The purpose of this Supplemental Privacy Notice is to draw your attention to any processing activities which relate specifically to the **Honda 'Motorcycle' Roadside Assistance** and to provide additional details which may not be covered by the Honda Privacy Notice.
- 8.4. Please take the time to read the Honda Privacy Notice and this Supplemental Privacy Notice, as they include important information which applies to you.

8.5. What personal data we collect

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

8.5.2. Motorcycle Information: Vehicle Identification Number (VIN); and

8.5.3. Payment Information: Sort Code, Account Number, Bank Name

8.6. How your personal data is processed

Your personal data is processed by:

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

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

8.6.3. Honda Administration who assist Honda in administering the Roadside Assistance; and

8.6.4. The Roadside Assistance Services Provider to enable them to provide the Honda 'Motorcycle' Roadside Assistance services.

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

8.7.1. To allow Honda Administration to assist Honda in administering the Roadside Assistance; and

8.7.2. To contact you regarding the Roadside Assistance; and

8.7.3. To allow Honda to contact you regarding the Roadside Assistance.

8.8. 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.

8.9. Your choices and rights

8.9.1. 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](#).

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

8.9.3. 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.

8.10. Data Retention

8.10.1. 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.

8.10.2. 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.

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

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

9. OUR LIABILITY TO YOU

9.1. 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.

9.2. 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.

10. GENERAL

10.1. **Honda 'Motorcycle' Roadside Assistance** has no surrender value. No payment shall be made by Honda on termination of this cover.

10.2. 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.

- 10.3. **Honda** may declare void any Agreement where the Customer Schedule does not correctly indicate the exact Motorcycle type, model age and indicated mileage.
- 10.4. The terms and conditions of this Agreement cannot be altered or amended by any person except with the specific written agreement of **Honda**.
- 10.5. This Agreement is to be read as one document and any word or expression used with a specific meaning has the same meaning wherever it appears.
- 10.6. This **Honda 'Motorcycle' Roadside Assistance** is **not** available for business customers.
- 10.7. 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.
- 10.8. 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.
- 10.9. 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 and conditions will remain in full force and effect.
- 10.10.
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.
- 10.11.
These terms and conditions are governed by English law. This means that your use of the Roadside Assistance, and any dispute or claim arising out of or in connection with the Honda 'Motorcycle' Roadside Assistance (including non-contractual disputes or claims), will be governed by the laws of England.
- 10.12.
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.