

Honda Used Motorcycle Guarantee – Listed Component

Plan Document

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

To maintain Your Honda Used Motorcycle Guarantee, it is essential that Your Motorcycle is serviced in accordance with the Service Book by a Dealer.

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

PLEASE READ THIS AGREEMENT CAREFULLY AND IN FULL AS IT CONTAINS THE DETAILS OF YOUR HONDA USED MOTORCYCLE GUARANTEE.

ELIGIBILITY

You are eligible for a Honda Used Motorcycle Guarantee if:

- a) You are an individual resident of, or if a company, are registered in Great Britain, Northern Ireland, Channel Islands or the Isle of Man;
- b) The Motorcycle is 10 years old or less and has covered 60,000 miles or less
- c) The Motorcycle is as identified on the Application Form;
- d) The Motorcycle is not used for hire or reward (a taxi or self drive hire); and
- e) The Motorcycle has not been modified other than in accordance with the manufacturer's recommendations.

IMPORTANT INFORMATION

1. PARTIES AND COMMENCEMENT

This Honda Used Motorcycle Guarantee is an agreement made between You and Honda in respect of the Motorcycle identified on the Application Form.

2. WHO IS COVERED BY THE HONDA USED MOTORCYCLE GUARANTEE

The Customer named on the Application Form, or such other subsequent Private Owner to whom the benefit of this Honda Used Motorcycle Guarantee is transferred to in accordance with section 8 of this Agreement.

3. DEFINITIONS

“Agreement” means this Honda Used Motorcycle Guarantee in respect of the Motorcycle made between the Customer and Honda, following the Customer providing the Application Form to Honda, the terms and conditions of which are set out in this document.

“Application Form” means the Honda Used Motorcycle Guarantee – Listed Component application form signed by the Customer, the Dealer and Honda.

“Covered Component” means the components set out in section 7.1 – 7.15 of this Agreement. **PLEASE NOTE** – Honda is not liable for a Covered Component that has reached the end of its normal working life because of age or usage.

“Customer” or **“You”** means the person, firm or company whose details appear on the Application Form or such other subsequent Private Owner to whom the benefit of this Agreement is transferred to in accordance with section 8 of this Agreement.

“Dealer” means a Honda authorised dealer.

“End Date” means the end date of this Honda Used Motorcycle Guarantee as detailed in the Application Form.

“Honda” means Honda Motor Europe Limited trading as Honda (UK), a company incorporated in England and Wales (company number 857969) and whose registered office is Cain Road, Bracknell, Berkshire RG12 1HL.

“Honda Administration” means TWG Services Limited, a company incorporated in England and Wales (company number 01883565) and whose principal trading address is The Aspen Building (Floor 2), Vantage Point Business Village, Mitcheldean, Gloucestershire GL17 0AF who administer the Honda Used Motorcycle Guarantee on behalf of Honda.

“Hondacare Assistance” means the complimentary breakdown and recovery service which may be provided by Honda in its absolute discretion as detailed in the Service Book.

“Honda Used Motorcycle Guarantee” means this extended guarantee agreement between Honda and the Customer.

“ICME” means the Institute of Chartered Mechanical Engineers.

“Mechanical Breakdown” - means the unforeseen failure of a Covered Component, unless the component has failed due to normal wear and tear, or the Customer’s negligence.

“Motorcycle” or “Motorcycles” means the Customer’s motorcycle as detailed in the Application Form.

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

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

“Repair” means the repair, replacement or rectification of the Covered Component following a Mechanical Breakdown, including parts, labour and VAT.

“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.

“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.

“Start Date” means the start date of this Honda Used Motorcycle Guarantee as detailed in the Application Form.

4. CUSTOMER’S OBLIGATIONS

Please note that failure to comply with these obligations may result in Honda terminating this Honda Used Motorcycle Guarantee in accordance with section 9 b) of this Agreement.

The Customer must:

- a) **Ensure that the Motorcycle is:**
 - i) **Serviced by a Dealer; and**
 - ii) **not used for any form of timed or competitive event.**
- b) **Notify a Dealer as soon as possible and no more than 14 days after a fault in the Motorcycle has become apparent.**
- c) **Undertake all Services within 30 days or 750 miles of the time or mileage stipulated in the Service Book. If any circumstances prevent the Services being carried out at the intervals as stated in the Service Book, the Customer must inform Honda Administration on behalf of Honda immediately.**
- d) **Produce to the Dealer a copy of this Agreement prior to each Repair this Honda Used Motorcycle Guarantee being carried out.**
- e) **Give the Dealer authority to diagnose the fault including the dismantling of any component(s) before submitting a claim for a Repair. On acceptance of the Repair by Honda Administration, this Honda Used Motorcycle Guarantee will include the costs of dismantling. However, if upon dismantling it should be found that Honda have no liability under this Honda Used Motorcycle Guarantee, then the costs of dismantling must be borne by the Customer.**
- f) **Not make, or permit to be made, any mechanical alterations or modifications to Honda’s standard specification for the Motorcycle without obtaining the prior written consent of Honda.**

- g) Notify Honda Administration if Your principal address, as shown on the Application Form, changes.
- h) Notify Honda Administration if the registration number or any other identification mark of the Motorcycle changes.

5. DEALERS' OBLIGATIONS

- a) 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 web application. Where the notification has been made correctly and accepted under this Agreement, authorisation will normally be given within 2 hours during a Normal Working Week. If it is not, the Dealer will contact the Honda Claims Department on 0330 100 3406 and obtain authority to proceed with the Repair/Service.
- b) Prior to the sale of the Motorcycle to the Customer, check the Motorcycle to ensure that the Covered Components are in good working order and have no pre-existing faults.

6. HONDA'S OBLIGATIONS

- a) Provide a copy of this Agreement to the Customer and pay to the Dealer the cost of all authorised Repairs carried out by a Dealer under the terms of this Agreement, until the End Date.
- b) Require the Dealer to:
 - (i) Carry out Repairs to the Motorcycle in accordance with this Agreement as soon as is reasonably practicable after being requested to do so by the Customer.
 - (ii) Use only genuine Honda parts, fluids and oils of the recommended specification, for Your Motorcycle.
 - (iii) Provide to Honda Administration the original service history documents and associated invoices, if requested.

7. BENEFITS OF YOUR HONDA USED MOTORCYCLE GUARANTEE

The Honda Used Motorcycle Guarantee is designed to assist You towards the cost of Repairs if Your Motorcycle suffers a Mechanical Breakdown. Please note that this is subject to the exclusions set out at section 13 of this Agreement.

Covered Components

7.1. Engine

Cylinder head, all internal bushes, cylinder block, or barrels and crankcase assembly. Camshaft and followers, rocker assembly, valves and guides (includes power valves, disc valves and guides but excludes decarbonisation, reseating valves and burnt out valves). Cylinder head gasket, base gasket, push rods, balance shafts and balancers, primary drive, timing gears, chains, tensioners and belts,(breakage only), oil pump, pistons, rings and gudgeon pins. Cylinder bores, connecting rods and bearings, crankshaft and bearings and flywheel.

7.2. Manual Gearbox

Failure of the following internal mechanical parts: All parts contained within the gearbox casings – gears, shafts, bearings, bushes, selector forks, and rods but excluding external linkages and kick starts.

7.3 Automatic Gearbox

Failure of the following internal mechanical parts: All parts contained within the gearbox casings including torque convertor, gears, clutches, brake bands, oil pump shafts bearings, valves and seals, but excluding external linkages and kick starts.

7.4 Continuously Variable Transmission (CVT)

Failure of internal mechanical parts including clutches, planetary gears, reduction gears, shafts, variable pulleys, thrust link drives, internal bushes and bearings.

7.5 Differential

Crown Wheel and pinion, gears, shafts, bearings and bushes, thrust washers and spacers.

7.6 Clutch (parts only)

Mechanical Breakdown of the centre plate, pressure plate and release bearing (excluding general wear and tear only).

7.7 Wheel Bearings

Failure of front and rear wheel bearings.

7.8 Cooling System

Water pump, viscous fan coupling, thermostat, thermostat housing, thermostatically controlled radiator fan. Excluding hoses, belts and auxiliary items.

7.9 Fuel System

Carburettor, automatic choke, lift pump, mechanical or electrical fuel pumps (including fuel injection pump), tank sender unit.

7.10 Front and Rear Suspension

Loss of fluid or pressure or mechanical failure of the springs. Excluding damage to the seals following pitting or corrosion.

7.11 Brakes

Brake master cylinder, calipers (except if corroded), restrictor valve, brake caliper seals, servo, anti-locking brake system.

7.12 Electrical System

Starter motor and solenoid including pre-engagement mechanism, alternator, regulator, rectifier, but excluding all external wires and terminals. Speedometer, tachometer.

7.13 Working materials

Oils, oil filter and antifreeze are included only when their replacement is essential as a direct result of the failure of a Covered Component listed at 7.1 to 7.12 above.

7.14 Casings

Where damage to the casings is caused by damage to any of the Covered Components listed at 7.1 to 7.12 above.

7.15 Oil Seals

Where oil seal forms part of a Covered Component

8. ASSIGNMENT

- a) The Customer may, transfer their rights and obligations to a new Private Owner under this Agreement provided that the new owner notifies Honda Administration of the transfer within 14 days of the Customer having transferred the Motorcycle to the new Private Owner, stating their name and address and the Motorcycle's current mileage, enclosing an administration fee of £15.00 made payable to "TWG Services – Honda", along with a copy of the Service history (if any) for the Motorcycle since the start date of this Honda Used Motorcycle Guarantee and written consent of the transfer from the current Customer.
- b) **This Agreement cannot be assigned or transferred to a different Motorcycle.**

9. TERMINATION

- a) Subject to b) below, this Agreement shall terminate on the End Date.
- b) Honda shall have the right to terminate this Agreement where the Customer is in breach of any of their obligations under this Agreement.

10. CANCELLATION

- a) The Customer has the right to cancel this Agreement within 14 days of receiving this Agreement
- b) To cancel this Agreement, in the first instance the Customer should contact their Dealer.

11. PERSONAL INFORMATION

- a) Your personal data will be held and processed by Honda, Honda Administration and Your Dealer for the purpose of administering and fulfilling this Agreement. Any of Your personal information held or processed in relation to this Agreement will be held and/or processed in accordance with the Data Protection Act 1998.
- b) By signing the Application Form, the Customer agrees that Honda may use personal information relating to the Customer which it obtains in relation to this Agreement for marketing and market research purposes relating to its products.
- c) The Customer may withdraw their consent under section 11(a) at any time by writing to Honda Administration.

12. COMPLIMENTARY HONDACARE ASSISTANCE

This Honda Used Motorcycle Guarantee also provides You with Hondacare Assistance as detailed in the Service Book and summarised below:

Complimentary Hondacare Assistance

Complimentary Hondacare Assistance includes the elements below, each of which Honda may provide in its absolute discretion; subject to that discretion, Honda will use all reasonable endeavours to provide You with assistance.

How to call Honda Assistance

- In an emergency call: **0800 521 728**
- If You are calling from a mobile phone, please check with Your network supplier for any special conditions.
- You will be asked to provide the following information:
 - Your name
 - a contact telephone number
 - Your address
 - the registration, make, model and colour of Your Motorcycle
 - the nature of Your breakdown
 - Your exact location
 - if You believe You are in a vulnerable or dangerous situation, please make this clear at the time of the call
 - 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 Assistance on 0800 521 728 and return to Your Motorcycle and wait in a safe place nearby. If the problem resolves itself before the assistance arrives: please call and let us know

i. 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 cannot be repaired, we can endeavour to take it to the nearest Dealer, or a closer destination, if You prefer. Just so You know, if You have to ask for Honda Home Assistance, You would not be able to ask for the Honda Recovery Assistance services.

ii. 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.

iii. Honda Recovery Assistance

If we cannot fix Your Motorcycle at the roadside, and we authorise Honda Recovery Assistance, we can endeavour to arrange for You, and a passenger 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).

If we cannot fix Your Motorcycle at the roadside we may, at our absolute discretion, choose to provide one of the following:

- A replacement hire car, for up to 72 hours. This would be subject to the terms and conditions of the hire company (a replacement motorcycle will not be available).
- Public transport for You, a passenger; transport to and accommodation at the hotel of our choice for You and a 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:

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

iv. Honda Message Service

Should the unforeseen arise, 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.

13. EXCLUSIONS

The following are **excluded from the scope of this Agreement**:

- a) Any component which is not a Covered Component.**
- b) All body panels including covers, cowlings and fairings, windscreens, paintwork, trims and seat. Frame, wheels and tyres, batteries, exhaust system and airbags.**
- c) Repair and replacement of parts that have reached the end of their effective working life because of age and/or usage.
- d) Tuning, adjustments or the cleaning of any assemblies including the fuel and lubrication systems or the changing of the cambelt/chain at the intervals specified in the Service Book.
- e) Any claim arising from the timing belt/chain not being replaced according to the intervals specified in the Service Book.
- f) Damage caused to a Covered Component by neglect, corrosion, intrusion of foreign or deleterious matter, lack of servicing, over-heating, freezing or abuse.
- g) The continued use of the Motorcycle after a fault has become evident.
- h) The cost of any Servicing including such service items as oil, spark plugs, filters etc.
- i) Any losses covered under an accidental damage or road risk insurance policy or for any road hazard/fire or accident damage.
- j) Any liability in respect of third parties.
- k) Any losses that You suffer as a result of being in breach of the terms of this Used Motorcycle Guarantee, except those losses which are a foreseeable consequence of the breach.

14. GENERAL

- a) The terms and conditions of this Agreement cannot be altered or amended by any person except by specific written agreement of Honda.
- b) No Repairs, including the fitting of any replacement unit, may be undertaken or commenced under the terms of this Agreement unless explicitly authorised by Honda, by means of a claim authority number in respect of agreed liability. No liability will exist for Honda with regard to any claim(s) not authorised in this way.
- c) The labour time allowance with regard to Repairs will be in accordance with the repair times listed in the ICME manual subject to the limitations as detailed in this Agreement. Honda Administration, on behalf of Honda, reserves the right to nominate a Dealer and to examine the Motorcycle and subject it to independent assessment. The result of the assessment will determine the liability subject to the Claims Limit as set out in the Application Form.
- d) If it shall be established following the receipt of the claim that the conditions of this Agreement have not been fully complied with, then it is hereby expressly agreed and declared that Honda shall have the right to be released from any liability for that particular claim.
- e) If the Customer knowingly makes or permits to be made a false or fraudulent claim to be made against this Agreement, as regards the value or the amount of work or otherwise, this Agreement shall be cancelled and terminated in accordance with section 9 b) of this Agreement.

15. HOW TO MAKE A CLAIM

- a) Take the Motorcycle to a Dealer and give the Service Manager a copy of this Agreement.

REPAIRS MAY NOT COMMENCE WITHOUT AN AUTHORITY NUMBER

- b) The authority to dismantle any component(s) must be given by the Customer to the Dealer. On acceptance of the Repair by Honda Administration, this Honda Used Motorcycle Guarantee will include the costs of dismantling. However, if upon dismantling it should be found that Honda have no liability under this Honda Used Motorcycle Guarantee, then the costs of dismantling must be borne by the Customer.
- c) Honda Administration, on behalf of Honda, reserves the right to submit the Motorcycle and failed components to expert independent assessment at its own cost.

16. COMPLAINTS AND CONCILIATION

In the unlikely event of a dispute occurring, You should first address any complaint to Your Dealer.

If You do not obtain satisfaction from Your Dealer, You can refer the matter in writing to:

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

Should You still remain dissatisfied, You can approach:

- The Customer Relations Manager at Honda (UK) for assistance by writing to: *Honda (UK) Customer Relations Department, Cain Road, Bracknell, Berkshire RG12 1HL.*

Or:

- The Consumer Affairs Officer at the SMMT for assistance by contacting: *The Society of Motor Manufacturers and Traders, 71 Great Peter Street, London SW1P 2BN.*