

HARLEY — DAVIDSON
WARRANTY SERVICES*

HARLEY | EXTENDED WARRANTY™
POLICY DOCUMENT



RIDE WITH CONFIDENCE



HARLEY-DAVIDSON





INTRODUCTION

This handbook explains how your warranty works and the many benefits you now enjoy as a Harley-Davidson® Motorcycle owner. Always keep this handbook in a safe place, as you will need it to make a claim.

Please ensure that you fully understand the terms and conditions relating to the warranty and in particular the Motorcycle servicing requirements and claims procedure.

IMPORTANT INFORMATION

SERVICING REQUIREMENT

In order to maintain your Motorcycle in good condition, we strongly recommend that it is regularly serviced by your supplying Harley-Davidson® dealer or by any other authorised Harley-Davidson® dealer or authorised repairer. Please ensure you understand the current service schedule and requirements for your Motorcycle, you may be able to purchase a service maintenance plan to help budget for this in advance, please ask your dealer for details.

CONTRACTUAL AGREEMENT

This policy wording is evidence of a legally binding contract of insurance between you and Motors Insurance Company Limited (hereinafter known as the 'Insurer', 'We', 'Our', 'Us'). Motors Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under number 202875. This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/register.

This policy is administered by Harley-Davidson Warranty Services* which is a trading style of Car Care Plan Limited (hereinafter known as the 'Administrator').

Car Care Plan Limited is authorised and regulated by the Financial Conduct Authority.



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SUMMARY OF DEFINITIONS

Policy Confirmation

This is the confirmation that the warranty application has been accepted. When you receive the Policy Confirmation, please check that it contains the correct details and tell The Administrator immediately if there are any mistakes.

The Administrator

Harley-Davidson Warranty Services*
Jubilee House
5 Mid Point Business Park
Thornbury
West Yorkshire
BD3 7AG
acting as an agent for The Insurer

The Insurer

Motors Insurance Company Limited
Jubilee House
5 Mid Point Business Park
Thornbury
West Yorkshire
BD3 7AG

Insurance

The **HARLEY | EXTENDED WARRANTY™** provided by The Insurer to The Insured on the terms, exceptions and conditions of this warranty handbook and/or the Policy Confirmation.

The Insured

The purchaser of the **HARLEY | EXTENDED WARRANTY™** as named on the Policy Confirmation, or such other subsequent purchaser to whom the benefit of the warranty is validly transferred.

Motorcycle

The Motorcycle recorded on the Policy Confirmation.

Period of Warranty Cover

The warranty period appears on the Policy Confirmation which will be sent to you once the warranty has been registered. The warranty will expire on the date or mileage shown in this letter, whichever occurs first.

It should be noted that in the absence, for whatever reason, of the standard manufacturer's warranty period, the start date and expiry date of this warranty will remain unchanged from that detailed in the Policy Confirmation.

Dealer

Any Authorised Harley-Davidson® Dealer or Authorised Repairer.

Mechanical Breakdown

Mechanical or electrical failure means the inability of a covered component to operate in accordance with the manufacturer's specifications as a result of a failure of the component.

A Claim

If more than one part has failed at the time The Administrator is contacted, it will be dealt as, and considered to be, one claim.

Maximum Claim Liability

In the event of a claim being accepted by The Insurer, the warranty covers both parts and labour costs up to an aggregate sum equivalent to the value of the Motorcycle at the time of application for this warranty.

Territorial Limits

England, Scotland, Northern Ireland, Wales, the Isle of Man and the Channel Islands. It is also valid in the European Union and the European Free Trade Association (EFTA) for up to 60 days a year.

Important

Please read the following notes carefully. You will not be covered by this warranty until:

- The correct premium has been received by The Insurer or their agent, Harley-Davidson Warranty Services*; and
- The Administrator has sent you a Policy Confirmation.

HOW TO MAKE A CLAIM

If you need to make a claim on this warranty, please return to your supplying Harley-Davidson® dealer, (or any other authorised Harley-Davidson® dealer) and they can request approval for repairs by telephoning the Claims Department on **0344 573 8216** and providing the following information:

- The full warranty type and number (found on the Policy Confirmation).
- Your Motorcycle registration number.
- The date and mileage the component(s) failed.
- A detailed estimate of repair costs.

Please ensure the repairing dealer does the following:

- Makes a note of the claim number issued by the Claims Department.
- Carries out the repair and sends the invoice (made out to Harley-Davidson Warranty Services), claim number and service receipts (if requested) to us at:

Harley-Davidson Warranty Services*, Jubilee House, 5
Mid Point Business Park, Thornbury, BD3 7AG

Important

- No repair work should be started before The Administrator has approved it and issued a claim number.
- The Administrator will not pay any claim until we have received a completed claim form (when requested) and related invoices. Proof of service history may also be required.
- Make a note of your full warranty type and number (found on the Policy Confirmation). This will make it simpler if you have any questions about your claim.

WHAT IS COVERED

Provided that the terms and conditions of this warranty are met, the warranty offers protection against the cost or replacement of any factory-fitted or dealer fitted Harley® approved mechanical or electrical component, including **SCREAMIN' EAGLE®** accessories that suffer a sudden mechanical or electrical failure. In addition, the following non-mechanical and non-electrical components are covered:

Frame – failure of welds or joints.

Casings – for damage caused by any covered component following breakdown of that component.

Exhaust – failure of any weld or joint due to sudden and unforeseen circumstance.

Oil Leaks – payment for rectification of oil leaks

Consequential Failure

Should a mechanical or electrical component (covered under the terms of this warranty) fail and as a consequence cause failure to one or more of the following components on the Motorcycle: brake facings, pads and discs, battery, bulbs, wheels and exhaust system (including cat converter), we will pay the costs of repair or replacement of the above components.

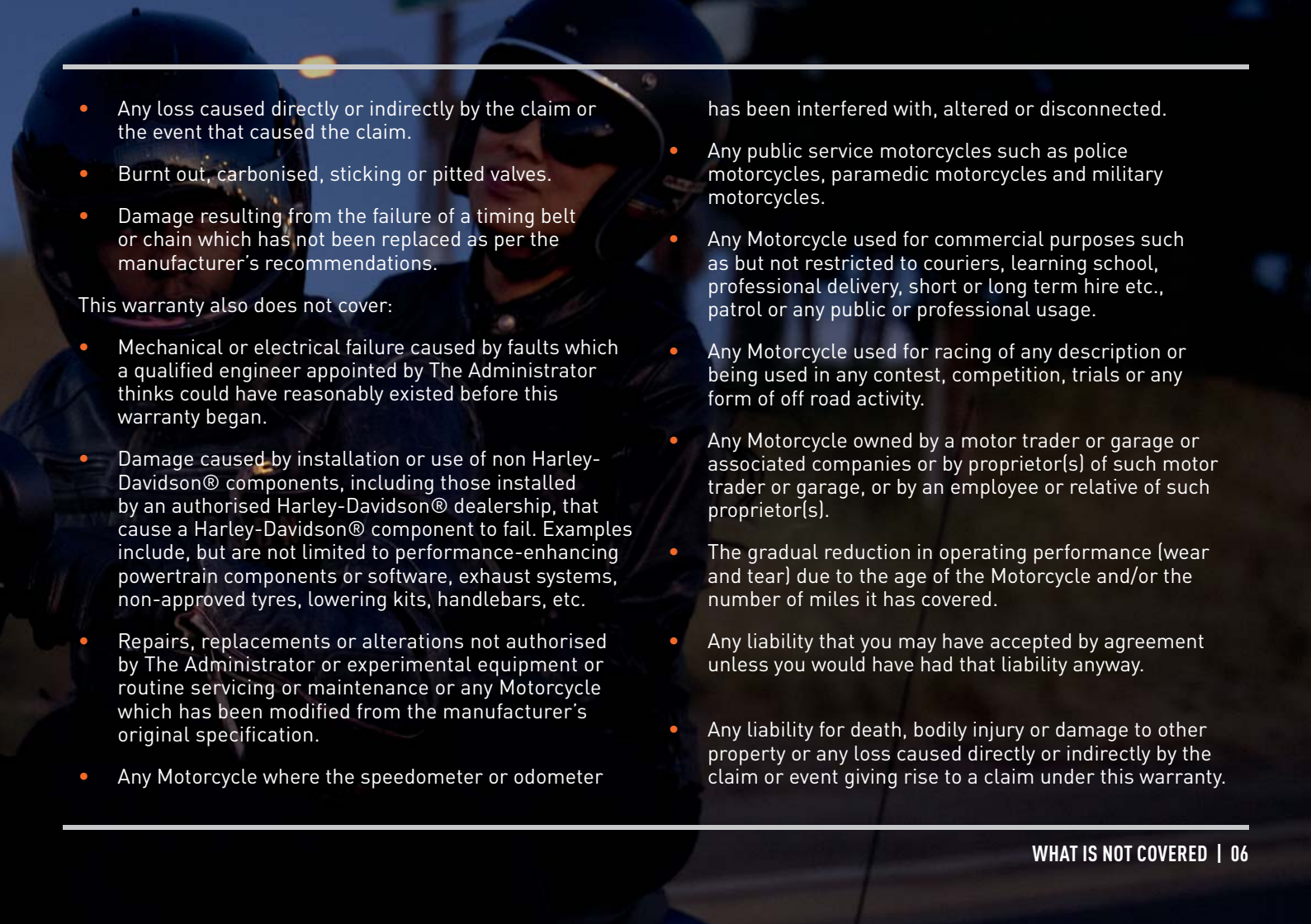
Under the terms of this clause we will not pay for consequential failure as a result of fire or flood.

If your claim is valid, we will pay for fault diagnosis charges subject to a maximum of £75 per claim including VAT or one hour of labour, whichever is lower.

WHAT IS NOT COVERED

Whilst you have a high level of warranty cover, there are certain items which this warranty specifically does not cover, these include but are not limited to:

- All chrome, trim and brightwork, including dealer and factory-fitted accessories.
- All service items and consumables, unless replaced as part of a valid claim.
- Damage caused by frost, lack of anti-freeze, impact, accident or negligence.
- Adjustments, tool kits, corrosion and water ingress and damage caused by water ingress.
- Non Harley® approved aftermarket and performance enhancing components.
- Items that are replaced due to wear and tear including components which have reached the end of their normal effective working life.
- Wheel alignment and balancing, suspension adjustments and modifications.
- Wheels and tyres, seats, brackets, mountings, sprockets and hinges.
- Paint, glass or plastic of any description.
- Bulbs, LED illumination, lamps, fuses and batteries.
- Any exhaust which is marked 'not for road use' or not manufactured by Harley-Davidson®.
- Inherent faulty design, manufacturing fault or following a recall by the manufacturer.
- The clearing of fuel lines, filters, throttle body and pumps and damage caused to covered components by the use of incorrect or contaminated fuel.

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- Any loss caused directly or indirectly by the claim or the event that caused the claim.
 - Burnt out, carbonised, sticking or pitted valves.
 - Damage resulting from the failure of a timing belt or chain which has not been replaced as per the manufacturer's recommendations.

This warranty also does not cover:

- Mechanical or electrical failure caused by faults which a qualified engineer appointed by The Administrator thinks could have reasonably existed before this warranty began.
- Damage caused by installation or use of non Harley-Davidson® components, including those installed by an authorised Harley-Davidson® dealership, that cause a Harley-Davidson® component to fail. Examples include, but are not limited to performance-enhancing powertrain components or software, exhaust systems, non-approved tyres, lowering kits, handlebars, etc.
- Repairs, replacements or alterations not authorised by The Administrator or experimental equipment or routine servicing or maintenance or any Motorcycle which has been modified from the manufacturer's original specification.
- Any Motorcycle where the speedometer or odometer has been interfered with, altered or disconnected.
- Any public service motorcycles such as police motorcycles, paramedic motorcycles and military motorcycles.
- Any Motorcycle used for commercial purposes such as but not restricted to couriers, learning school, professional delivery, short or long term hire etc., patrol or any public or professional usage.
- Any Motorcycle used for racing of any description or being used in any contest, competition, trials or any form of off road activity.
- Any Motorcycle owned by a motor trader or garage or associated companies or by proprietor(s) of such motor trader or garage, or by an employee or relative of such proprietor(s).
- The gradual reduction in operating performance (wear and tear) due to the age of the Motorcycle and/or the number of miles it has covered.
- Any liability that you may have accepted by agreement unless you would have had that liability anyway.
- Any liability for death, bodily injury or damage to other property or any loss caused directly or indirectly by the claim or event giving rise to a claim under this warranty.

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- Anything caused directly or indirectly by war, riot, revolution or any similar event, or by vandalism, theft or attempted theft from the Motorcycle.
 - Injury, loss or damage that is caused by the following:
 - Ionising radiation or radioactive contamination from any nuclear fuel or the nuclear waste arising from burning nuclear fuel.
 - The radioactive, toxic, explosive or other dangerous properties of any explosives, nuclear equipment or nuclear part of that equipment.
 - Any damage which is due to any type of accident or which is negligent or against the law of the country in which the incident occurred.
 - Any damage to parts which are being recalled by the Motorcycle's manufacturer or which have design faults.
 - Any parts which have not failed but which are replaced or reported during routine servicing.
 - Any loss, damage or failure which a qualified engineer appointed by The Administrator thinks could have been avoided or was totally or partly caused by lack of maintenance.
 - Any loss where the fault or damage occurred due to the Motorcycle being ridden following the initial failure.

- Any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any system, software programme malicious code, virus or process or any other electronic system.

This contract shall be governed by and construed in accordance with the laws of England and Wales. Any and all disputes arising in relation to this contract shall be submitted to the exclusive jurisdiction of the English courts.

Nothing in these conditions will reduce your statutory rights relating to faulty or mis-described goods.

Sanction Limitation and Exclusion Clause

We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this Insurance if the provision of such cover, payment of such claim or provision of such benefit would expose The Insurer or The Administrator to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

POLICY PREMIUM PAYMENTS

Cover is available as an annual policy with a single upfront payment or via monthly instalments.

Where you have selected to purchase your product via monthly instalments, you have entered into an agreement to purchase an annual policy, spreading the cost over interest free instalments. You are required to continue to pay your instalments until all monies owed have been paid.

The cover level provided when opting to pay by monthly instalments is identical to that of an annual policy. You must pay the premium every month on or before the date when it is due. Payment is required for the full premium of your policy subject to the cancellation terms. Should you fail to pay a monthly premium when it is due, all cover will cease immediately from that date. Where you have made a claim against the policy, you will be asked to continue to make your monthly instalment payments.

Please Note: We will not automatically renew this cover after it expires, however, we will try to write to you at the last address you provided to give details on how to continue your cover. If you do not receive this renewal notification but would like to continue your cover, please contact us on **0344 573 8216**.

*Continuation of cover may be subject to certain Motorcycle eligibility criteria.

Foreign Travel

Your warranty cover is valid anywhere in England, Scotland, Northern Ireland, Wales, the Channel Islands and the Isle of Man. It is also valid in the European Union and the European Free Trade Association (EFTA) for up to 60 days a year.

Making a Claim Abroad

If travelling outside of the country where the warranty was registered, take your Motorcycle to an authorised Harley-Davidson® dealer or authorised repairer and the claim will be handled on your behalf. If this is not possible, you may authorise repair work and claim reimbursement from The Insurer in accordance with the terms of the warranty against a receipted invoice.

On completion of repairs all invoices must be made out to "Harley-Davidson Warranty Services" and on receipt, payment will be made subject to the terms and conditions of this warranty having been adhered to.

Important

Please ensure that your warranty number and motorcycle registration number are clearly marked on all correspondence.

Conditions

The conditions of this warranty are set out below. This warranty is only valid if you agree to these conditions.

Please take time to read them.

- It is your responsibility to decide whether to authorise the dismantling of your Motorcycle. The Administrator will only pay for dismantling if it is part of a valid claim. The Administrator has the right to examine the Motorcycle and also have the damaged parts expertly assessed.
- The Administrator reserves the right to take over and conduct the defence or settlement of any claim. After payment is made we may undertake proceedings to recover any payment made under this warranty.
- The Administrator reserves the right to provide replacement parts and to carry out repairs under this warranty or to arrange for their provision by other persons.
- If your claim is also covered by any other insurance, The Administrator will only pay its share of the claim.
- If a false or fraudulent claim is made, this warranty will be void. No refund of premium will be made in such cases.
- The Administrator is not liable for any statement or representation which contradicts the conditions of this warranty unless the statement or representation is supported in writing by The Administrator or its agents/representatives.

- You have the right to cancel this warranty within 30 days of purchase. Should you wish to cancel within this period, please contact The Administrator on **0344 573 8216** for a refund of any premium you are entitled to.

If you wish to cancel your warranty after this 30 day period, you may cancel at any time and receive a pro-rata refund of your premium based on the number of whole months remaining, subject to the deduction of a cancellation fee of £20. Requests for cancellation outside of the first 30 days from purchase should be made by contacting The Administrator on **0344 573 8216** or in writing to:

Harley-Davidson Warranty Services*, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire, BD3 7AG.

There will be no refund entitlement under the following circumstances:

- In the last 30 days of cover on the warranty.
- If you have made a claim on the warranty.
- Where the warranty has been transferred from the original purchaser.

If you have paid for your policy by instalment payments through an instalment agreement with Harley-Davidson Warranty Services*, any refund amount owed to you will be calculated in line with the following rules:

Where you have paid all the instalment payments, we will calculate the refund as above. The refund will be paid directly to you.

Where you have NOT paid all the instalment payments, we will calculate the refund as above and:

1. If the refund you are eligible for is in excess of the total outstanding instalment payments you owe Harley-Davidson Warranty Services*, we will pay the difference directly to you; or
2. If the refund you are eligible for is less than the total outstanding instalment payments you owe Harley-Davidson Warranty Services*, the refund will be applied as part payment of your total outstanding instalment payments.

You will continue to be responsible for paying the remaining outstanding payments on your instalment agreement with Harley-Davidson Warranty Services* until the balance calculated at the time of notice of cancellation received by The Administrator has been settled.

Please allow up to 28 days for your cancellation and refund to be processed.

- The reimbursement this warranty provides will not be more than the manufacturer's list prices for parts. Labour costs that are necessary to repair those parts will be reimbursed as per the repairers labour rate and actual repair times will be limited to the manufacturer's recommended repair times.
- If you do not follow the manufacturer's service schedules or maintain the Motorcycle as recommended by the manufacturer, this warranty will not apply to the extent that the fault was the result of failure to comply with either the service or maintenance recommendations. When you have your Motorcycle serviced, you are allowed 500 miles either side of the service mileage or four weeks either side of the time period given, whichever comes first. It is important that you retain your service receipts as they may be required to validate any repair requests you make.

IMPORTANT INFORMATION

Privacy and Data Protection Notice

1. Data Protection

Car Care Plan Limited (the “Data Controller”) are committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation (“Legislation”). Below is a summary of the main ways in which the Data Controller processes your personal data. For more information please visit **www.view-privacy-policy.co.uk**.

2. Use of Your Personal Data

The Data Controller may use the personal data it holds about you for the purposes of providing products, services and insurance, administering memberships, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide you with information, products or services that you request from the Data Controller or which the Data Controller feels may interest you. The Data Controller will also use your data to safeguard against fraud and money laundering and to meet the Data Controller’s general legal or regulatory obligations.

3. Disclosure Of Your Personal Data

The Data Controller may disclose your personal data to third parties involved in providing it with products or services, or to service providers who perform services on the Data Controller’s behalf. These include group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

4. International Transfers Of Data

The personal data the Data Controller collects from you may be transferred to, processed and stored at, a destination outside the European Economic Area (“EEA”). Where the Data Controller transfers your personal data outside of the EEA, the Data Controller will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

5. Your Rights

You have the right to ask the Data Controller not to process your data for marketing purposes, to see a copy of the personal information held about you, to have your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask for a copy of your data to be provided to any controller and to lodge a complaint with the local data protection authority.

6. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with the Data Controller's data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the contract, or the Data Controller's business relationship with you, unless the data must be retained for a longer period due to business, legal or regulatory requirements.

If you have any questions concerning the Data Controller's use of your personal data, please contact **The Data Protection Officer, Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG, England.**

Transfer of Ownership

If you sell your Motorcycle during the period of your warranty, you may transfer the benefits of the warranty to the new vehicle owner, provided that the vehicle is sold privately and not through a garage, motor trader, auction or similar company. Please note: Products purchased via monthly instalments can only be transferred provided any balance of monies owed has been paid in full. The transfer will be subject to a £25 administration fee. The transfer will be subject to The Administrator's approval and the fee will be returned in the event of non-acceptance. To transfer the warranty, please complete and return the Transfer Form at the back of this handbook.

COMPLAINTS PROCEDURE

We hope that you will be pleased with the service we provide. In the unlikely event of a complaint, you should contact The Administrator on **0344 573 8216**, or in writing to:

The Complaints Team, Harley-Davidson Warranty Services*, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire, BD3 7AG, England

You can also email us at **complaints@motor-admin.com**

Please tell The Administrator your name and your claim number or policy number. Calls to The Administrator may be recorded. The Administrator will contact you within five days of receiving your complaint. In some cases, this will be to acknowledge your complaint, but in others it may be to give you a full reply. If The Administrator cannot deal with your complaint within five working days, they will aim to give a full reply within 28 days. In complex cases, or where further investigation is needed, this may take longer, and they will let you know if this is the case. The Administrator will respond to your complaint within eight weeks, which is in line with requirements set by the Financial Conduct Authority.

If it is not possible to reach an agreement, you also have the right to ask the Financial Ombudsman Service to review your case. The right to apply to the Ombudsman must be exercised within six months of the date of our final decision.

For more information you can visit the Financial Ombudsman Service website **www.financial-ombudsman.org.uk** or write to:

The Financial Ombudsman Service, Exchange Tower,
London E14 9SR

Telephone: **0800 023 4567**
or **0300 123 9123**

The above procedures are in addition to your legal rights as a consumer.

We abide by the Motor Industry Vehicle Warranty Products Code of Practice which can be found on The Motor Ombudsman Website at **www.TheMotorOmbudsman.org**.

The Motor Ombudsman will offer free impartial information and if appropriate an alternative dispute resolution process in the event that you are not satisfied with the outcome of a concern.

For further information, you can visit The Motor Ombudsman website at **www.TheMotorOmbudsman.org** or call their Information Line on **0345 241 3008**.

To make a complaint to the Motor Ombudsman you can either call their information line or fill in an online form at **www.themotorombudsman.org/consumers/make-a-complaint**.

Please note: The Motor Ombudsman can only deal with your complaint if you have already complained directly to The Administrator and at least eight weeks have passed since you did that. Complaints to the Motor Ombudsman must be submitted within 12 months of The Administrator's final response.



Motor Industry Code of Practice for

Vehicle Warranties

Financial Services Compensation Scheme

Motors Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if The Insurer is unable to meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim amount, without any upper limit.

For further information about the scheme (including the amounts covered and eligibility to claim) you can contact the FSCS helpline on **0800 678 1100** or **0207 741 4100**, visit the website - **www.fscs.org.uk** or write to Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY.



WARRANTY TRANSFER REQUEST

If you require assistance in transferring your warranty, please contact us on **0344 573 8216**. Please note: Products purchased via monthly instalments can only be transferred provided any balance of monies owed has been paid in full.

PART 1

I sold my Motorcycle privately on _____

I would like to transfer this warranty to the new owner _____

NEW OWNER'S DETAILS

Title _____ Forenames _____

Surname _____

Address _____

_____ Postcode _____

Telephone _____

Email _____



MOTORCYCLE DETAILS

Registration Number	<div></div>
VIN	<div></div>
Warranty number (if known)	<div></div>
Mileage at date of transfer	<div></div>
Signature (former owner)	<div></div>
Date	<div></div>

WARRANTY TRANSFER REQUEST

PART 2

The new owner must complete this section

1. I have read and fully understand the contents of this booklet and accept the terms and conditions of this warranty.
2. I certify that:
 - a) as far as I know, the Motorcycle has been serviced according to the manufacturer's service recommendations; and
 - b) the details in Part 1 are correct.
3. I understand that the warranty will not be transferred to me until The Administrator tells me it has accepted this request for transfer. I will then take the place of the former owner as the warranty holder.
4. I accept that the Warranty Condition in relation to refund entitlements no longer applies to this policy.

Signature (new owner) _____

Date _____

IMPORTANT

Harley-Davidson Warranty Services* should receive this form, within seven days of the Motorcycle being sold privately. When completed, this form should be sent with your cheque for £25 to:

Harley-Davidson Warranty Services*, Jubilee House, 5 Mid Point Business Park Thornbury, West Yorkshire, BD3 7AG

Please make cheques payable to: Car Care Plan Limited.







HARLEY – DAVIDSON

WARRANTY SERVICES*

HARLEY | EXTENDED WARRANTY™ is a product name of Harley-Davidson Warranty Services*

*Harley-Davidson Warranty Services is a trading name of Car Care Plan Limited

Registered Office: Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire, BD3 7AG

Registered in England and Wales No 850195.

Car Care Plan Limited is authorised and regulated by the Financial Conduct Authority

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CCP 11985

ICM 15066 03/2023