

MOTORCYCLE

Mechanical Breakdown
Warranty Agreement





**Thank you for purchasing
your motorcycle from us**

Whilst we hope it will be trouble free during your ownership, should you encounter a problem, the benefits as detailed in this Mechanical Breakdown Warranty Agreement are designed to assist you.

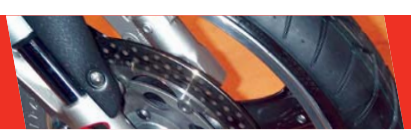
It is important that you familiarise yourself with the benefits and your responsibilities by ensuring that the motorcycle is always in good working order and regularly serviced. We will be happy to advise on the servicing needs and make arrangements should you require.

Please do not hesitate to contact us should you have any questions regarding this Agreement.

We look forward to being of assistance to you again in the future.

Yours sincerely,

For and on behalf of the Dealer



Contents

	<i>Page</i>		<i>Page</i>
Definitions.....	2	What to do in the event of Mechanical Breakdown.....	7
Mechanical Breakdown Warranty.....	3-4	Our Promise of Good Service.....	8
General Conditions.....	5	Transfer of Ownership.....	9
Exclusions.....	5	Service Record.....	10-11
Service Schedule.....	6		

Please read the booklet along with the attached Schedule carefully. Your attention is drawn to the Exclusions on page 5 and to the provisions governing 'What to do in the event of a Mechanical Breakdown' under this Agreement.

DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this agreement:

Dealer/We/Us/Our:

The Dealer who supplied the Motorcycle which is the subject of this Agreement.

APA:

Auto Protect (Administration) Limited, Cambridge House, Cambridge Road, Harlow, Essex CM20 2EU, who have been appointed to deal with all administrative matters relating to claims handling, including payment of claims, arising under this Agreement.

Mechanical Breakdown:

is the failure of an item included under the 'Parts Listed' causing a sudden stoppage of function, for a reason other than wear and tear, normal deterioration or negligence. Damage caused by the effect of overheating or abuse is not regarded as a mechanical breakdown under the terms of this Agreement.

Mechanical Breakdown Warranty:

the mechanical breakdown warranty provided in relation to the Motorcycle specified in the Schedule and subject to the General Conditions and Exclusions on page 5 and the other terms of this Agreement.

Owner/You/Your: The registered Owner of the Motorcycle forming the subject matter of this Agreement as specified in the Schedule (and any subsequent registered Owner to whom the benefit of this Agreement may be transferred (see page 9).

Schedule:

the Schedule attached to this Agreement.

Motorcycle:

The Motorcycle specified in the Schedule.

Warranty Period:

The period this Agreement is in force as indicated on the Schedule.



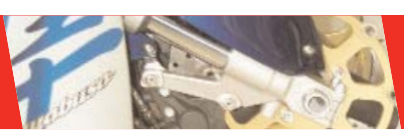
Parts Included

All mechanical and electrical components are included against any Mechanical Breakdown occurring during the Warranty period, provided that the terms and conditions of this Agreement are fully complied with.

Casings

If any of the parts included fail and this damages the casings, they will also be included.

Mechanical Breakdown Warranty (Cont.)



Excluding:

General:

All body panels including covers, cowlings, fairings, windshield, paintwork, trims and seat. Routine replacement of parts such as lubricants and control cables. Adjustments or any other parts which deteriorate during normal usage.

Engine:

Lubricants, coolant additives, filters and breathers, spark plugs and caps, exhaust system, brackets and mountings, hoses and hose clips, kickstart lever, engine tuning.

Clutch:

Frictional material where the condition is related to wear and tear.

Electrical:

Battery, fuses, lights, lenses and bulbs, indicators and assemblies.

Drive unit:

Final drive chain or belt, sprockets, rubber gaiters.

Suspension:

Wheels and tyres.

Fuel system:

Petrol tank and cap, pipes.

Frame:

Accident damage, stands, corrosion, steering lock.

Brakes:

Frictional material, levers

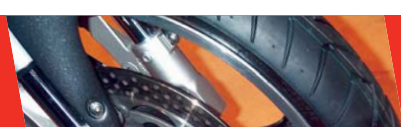
General Conditions

1. Before selling You the Motorcycle, the Dealer will have checked the Motorcycle to make sure that the parts included under this Agreement are in good condition.
2. The distance quoted on the Schedule does not guarantee that this is the true distance the Motorcycle has covered.
3. In the event of a Mechanical Breakdown if You do not follow the correct procedure, We will not be able to pay Your claim in that instance.
4. The Motorcycle must be serviced in accordance with the service schedule described in this Agreement on page 6.
You must retain all VAT service invoices.
5. We will not make or pay for repairs costing more than the limits shown on the Schedule form or as otherwise restricted in this Agreement.
6. APA is not responsible for any mistakes or incorrect information provided by the Dealer about the nature or value of this Agreement.
7. There is no return of any payment made by You in connection with the issuing of this Agreement, should this Agreement be cancelled or rendered invalid by You.
8. Your rights as set out in this Agreement are in addition to Your legal rights. This Agreement is subject to English Law.
9. If You want to sell the Motorcycle You will be able to transfer this Agreement to the new owner. You must apply to APA to transfer the Agreement within 7 days from the sale. There is a fee of £25 which You must enclose with Your request. The fee will be returned if Your request cannot be accepted.
10. If You sell the Motorcycle to a dealer or trader, this Agreement will automatically be cancelled. No return of any payment made by You in connection with the issuing of this Agreement will be given if Your Agreement is cancelled on the sale of Your Motorcycle.
11. The terms of this Agreement cannot be changed under any circumstances.

Exclusions

1. The Dealer shall not be liable under the Mechanical Breakdown Warranty Agreement;
 - a) for any breakdown which is reported to the Dealer or APA more than 14 days after the relevant fault is discovered.
 - b) If the Motorcycle is used for any kind of timed competition or race;
 - c) If the Motorcycle is customised or modified after commencement of this Agreement.
 - d) If the Motorcycle is used for hire or reward (for example, taxis, self-drive hire or driving schools);
2. No liability will be accepted for damage caused by:
 - a) neglect;
 - b) corrosion;
 - c) any foreign matter getting into or onto a part;
 - d) failure to maintain the Motorcycle in a roadworthy condition including maintenance of proper levels of oil and coolant.
 - e) failing to service the Motorcycle as per the service schedule.

- f) the effects of over-heating, whether caused by an included part or not;
 - g) freezing;
 - h) abuse;
 - i) damage to parts not included by this Agreement or consequential damage following therefrom;
 - j) damage to parts we include caused by parts not included by this Agreement;
 - k) the gradual reduction in operating performance commensurate with the age and mileage covered by the Motorcycle. This includes, but is not limited to;
 - the gradual loss of engine compression necessitating the repair of valves or rings;
 - gradual increase in oil consumption due to normal operating functions;
 - l) the use of a grade of fuel not recommended by the manufacturers of the Motorcycle or from the use of inadequate or improper antifreeze protection.
 - m) negligence or willful damage (including continuing to drive the Motorcycle when it is not mechanically sound).
 - n) subjecting of the Motorcycle to a load greater than that permitted by law or the manufacturer's recommendations.
 - o) fire, self-ignition, lightning, earthquake, explosion, frost, storm, tempest, flood, water damage, theft or attempted theft, aircraft or other aerial devices or articles dropped therefrom or any extreme cause.
3. No liability will be accepted for;
 - a) the effects of poor repairs carried out after the commencement of this Agreement;
 - b) parts which have been fitted incorrectly;
 - c) parts subject to recall or repair or replacement by the manufacturer or attributable to a manufacturer's design fault or defect.
 - d) parts not fitted as standard or optional extra by the manufacturer, unless inclusion for such items is agreed beforehand.
 - e) any ancillary components or equipment not included under parts listed nor for fuel, chemicals and hydraulic fluids.
 - f) investigatory or remedial work commenced before authorization by the Dealer or APA. Where inspection of a concealed part of an included item is necessary to determine the validity of a claim, costs incurred necessarily in revealing such part for inspection will be met by the Dealer only if repair to or replacement of that part is eventually authorised. Otherwise the cost of inspection must be borne by the Owner.
 - g) routine servicing or repair save to the extent a repair is within any entitlement under this Agreement.
 - h) any parts which have not failed but have been reported and advised or recommended to be replaced during routine servicing and/or repair or at the time a repair is in progress.
 - i) loss of use or any consequential loss of whatsoever nature.
 4. This Agreement excludes any damage caused by a road traffic accident or collision or any road hazard whether or not insured under any motor insurance or accidental damage policy.



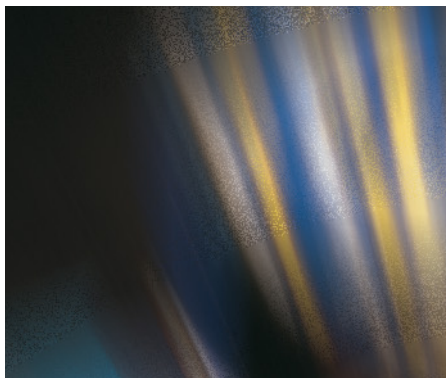
It is a condition of this Agreement that the Motorcycle must be serviced in accordance with the manufacturer's recommended service schedule by a VAT registered dealer.

If You have details of when the last service was carried out, such as a correctly completed entry in the service book or a previous service invoice, which includes the date and mileage of when the last service was carried out, You may service the Motorcycle at the manufacturer's recommended interval from that service. Please retain proof of the previous service for our inspection in the event of You wishing to make a claim under this Agreement.

If You have no proof of any previous service You must have a service carried out to the manufacturer's minimum service standard, by a VAT registered dealer, 6 months or 4,000 miles, whichever sooner, from date or mileage at sale. Then you can revert to the manufacturer's schedule from that point. The intervals between services must not exceed the manufacturer's stipulated maximum excess time or mileage allowance.

The only acceptable proof of servicing will be the fully detailed VAT invoice(s) indicating date(s) and mileage readings. You must keep these invoices for our inspection in the event of a claim.

Failure to maintain and provide proof that the above service schedule has been completed will invalidate this Mechanical Breakdown Warranty Agreement.



WARNING

Timing belts (otherwise known as camshaft drive belts)

If Your Motorcycle has a timing belt, please make sure that it is in good condition and that it is checked and changed in line with the manufacturer's recommendations. If the timing belt breaks it can cause serious and unnecessary engine damage and inconvenience. No responsibility will be accepted for damage caused by the failure of a worn-out timing belt.

NEED HELP?

If the Motorcycle shows signs of imminent failure, DO NOT continue to use it. This may cause further damage for which You will be responsible. Please contact us.

We will not pay for any stripping down of parts to determine the cause of the failure unless We accept the claim. The maximum We will pay in total is the limit shown on Your Schedule.

If You suffer a Mechanical Breakdown and the Vehicle is not at the Dealer You should call APA on:

0870 766 6155

DO NOT proceed with repairs until the claim is authorised by APA.

You may be asked to give the following information:

- ***Agreement Number.***
- ***Your Motorcycle registration number.***
- ***Your name.***
- ***Current mileage of the Motorcycle.***
- ***Nature of the claim.***
- ***Total costs.***
- ***Service history.***

If a person other than the Dealer is to repair or replace any part included against Mechanical Breakdown under this Agreement, they must first telephone APA to obtain approval for the work and to agree the costs for which the Dealer will be responsible. Please note that the Dealer will not accept responsibility for repair costs by another dealer (whether in the United Kingdom or elsewhere) which exceeds the normal rate for labour charges and parts applicable in the UK at the relevant date.

APA may authorise the repair. APA reserves the right to request other estimates; examine the Motorcycle and/or subject the claim to expert assessment and/or to nominate the repairer.

APA's hours are 9am - 5pm Monday to Friday.

When repairs are authorised an authority

number will be given. However, admission of liability is conditional on the terms and conditions of this Agreement.

Payment

When the repairs have been completed, You should send the invoice to APA quoting the authority number given prior to the commencement of the repairs. The invoice must give full details of the repair including all parts used in the authorised repair, labour and VAT. Invoices should be made out to the Dealer who issued this Agreement and sent to:

Auto Protect (Administration) Limited,
Cambridge House, Cambridge Road, Harlow,
Essex CM20 2EU.

NOTE

- Only the components listed in this Agreement will be considered for repair.
- Authorised repairs will only be made up to the limits shown on the Schedule or any lower limits that may be specified within this Agreement.
- We may use or insist that Your repairer use exchanged or reconditioned parts or like for like parts of a similar make, quality and wear to effect the repair.
- If the part to be replaced has some wear or the part improves the general condition or value of the Motorcycle, You may be required to pay a specified amount towards the improvement.

It is expressly agreed and declared that the Dealer shall be released from all liability and obligation should the conditions of the Agreement not be complied with fully by the Owner.

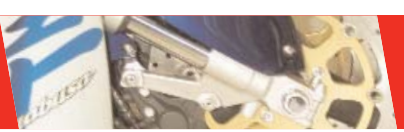
If the Agreement is cancelled for whatever reason there will be no refund due to the Owner.

Fraud

All benefits under this Agreement are forfeited if a fraudulent claim is made.

Law

The Law that applies in this Agreement is English Law.



Any enquiry or complaint that You may have regarding this Agreement should in the first instance be addressed to the Dealer. If the enquiry or complaint relates to matters involving the Administration You may contact them direct at: Auto Protect (Administration) Limited, Cambridge House, Cambridge Road, Harlow, Essex CM20 2EU Tel no. 0870 766 6156

Please quote the details of this Agreement and in particular Your Agreement number to help Your enquiry to be dealt with promptly.

This procedure will not prejudice Your right to take legal proceedings.

The benefit of this Agreement is transferable upon resale of the Motorcycle to a private individual, provided that:

- (a) All documentation relevant to this Agreement has been passed over to the new Owner.
- (b) The Motorcycle has been serviced and maintained according to the manufacturer's recommendation and the terms of this Agreement.
- (c) The details on the form below are completed.

- (d) This Agreement is sent together with a cheque for £25 made payable to: Auto Protect (Administration) Limited by recorded delivery post, within seven days of transfer to:

**Auto Protect (Administration) Limited,
Cambridge House, Cambridge Road,
Harlow, Essex CM20 2EU**

Telephone:

0870 766 6156

Original owner's declaration:

I have sold the motorcycle to:

New Owner:

Address:

Postcode:

Telephone No:

Recorded mileage at date of transfer:

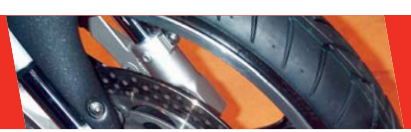
I enclose with this form all servicing receipts to date and I authorise You to return them to the new Owner after transfer of this Warranty Agreement.

Date:

Original Owner's Signature

Signature of New Owner

Service Record



The servicing dealer should complete the necessary details below as well as issuing the Owner with a VAT service receipt (all service receipts must be retained by the Owner).

We confirm that a P.D.I. has been carried out on:

Motorcycle registration no:

Date: Miles:

The next service is due on:

Date: Miles:

Print Name:

Sign: Date:

DEALER STAMP

We confirm that a service has been carried out on:

Motorcycle registration no:

Date: Miles:

The next service is due on:

Date: Miles:

DEALER STAMP

We confirm that a service has been carried out on:

Motorcycle registration no:

Date: Miles:

The next service is due on:

Date: Miles:

DEALER STAMP

We confirm that a service has been carried out on:

Motorcycle registration no:

Date: Miles:

The next service is due on:

Date: Miles:

DEALER STAMP

We confirm that a service has been carried out on:

Motorcycle registration no:

Date: Miles:

The next service is due on:

Date: Miles:

DEALER STAMP



We confirm that a service has been carried out on:

Motorcycle registration no:

Date: Miles:

The next service is due on:

Date: Miles:

DEALER STAMP

We confirm that a service has been carried out on:

Motorcycle registration no:

Date: Miles:

The next service is due on:

Date: Miles:

DEALER STAMP

We confirm that a service has been carried out on:

Motorcycle registration no:

Date: Miles:

The next service is due on:

Date: Miles:

DEALER STAMP

We confirm that a service has been carried out on:

Motorcycle registration no:

Date: Miles:

The next service is due on:

Date: Miles:

DEALER STAMP

We confirm that a service has been carried out on:

Motorcycle registration no:

Date: Miles:

The next service is due on:

Date: Miles:

DEALER STAMP

We confirm that a service has been carried out on:

Motorcycle registration no:

Date: Miles:

The next service is due on:

Date: Miles:

DEALER STAMP

