Hyundai Roadside Assistance Programme
Terms and Conditions

UK Terms and Conditions for UK registered keepers

Hyundai Roadside Assistance

Terms and Conditions

This booklet sets out the Terms & Conditions of Hyundai Roadside Assistance. These Terms & Conditions are valid for UK registered cars only and apply to Breakdown Incidents occurring in the UK only. Please read this booklet carefully and keep it in a safe place as any use of your Hyundai Roadside Assistance is subject to these Terms & Conditions.

Hyundai Roadside Assistance is a contract between you and Hyundai ('Hyundai').

Useful contact information

Contact numbers and addresses

For help following a Hyundai Breakdown Incident in the UK 03300 530 341.

To purchase Hyundai European Breakdown Cover 03300 531 257. SMS text messaging is available for use by deaf, hard of hearing or speech impaired Hyundai customers who have suffered a Breakdown Incident by sending an SMS to 07900 444 999.

What to do if you need assistance

How Hyundai will identify that you are entitled to Hyundai Roadside Assistance:

Hyundai Roadside Assistance will be provided upon validation of your vehicle registration number. Please note that Hyundai, its contractors and agents are entitled to assume that anyone driving or travelling in the Car are authorised to request Hyundai Roadside Assistance for that Car

If you transfer ownership of the vehicle or change your personal details please contact Hyundai on 0800 981 981**.**

Compliments and complaints

If you have a compliment or complaint about your Hyundai Roadside Assistance, Hyundai really wants to hear from you. Hyundai welcome your comments as they provide the opportunity to put things right and to improve its service to its customers.

Please phone: 0844 209 0556
Text phone users can ring: 0845 850 1207

Or write to:

Hyundai Roadside Assistance Service
Customer Solutions
The AA, Floor 2,
Park Square,
Bird Hall Lane,
Cheadle Heath,
Stockport,
SK3 0XN
E-mail: Customer.Solutions@TheAA.com

Terms & Conditions

1) Definition of words and phrases used in these terms & conditions

Some common terms are used to make these terms & conditions easier to understand. Wherever the following words or phrases appear they will always have the meaning set out below.

1.1) 'Breakdown Incident' means an event:

a) which causes You to be unable to start a journey in the Car or involuntarily brings the Car to a halt on a journey because of some malfunction of the Car or failure of it to function; and

b) after which the journey cannot reasonably be commenced or continued in the relevant Car;

OR

provided always that any part or other failure shall not be considered to be a Breakdown Incident unless it results in the Car not working as a whole.

1.2) 'Term' means the period of entitlement to Hyundai Roadside Assistances notified to You by Hyundai in paragraph 2 below.

1.3) 'You', 'Your' means:

The customer and/or as the context requires the authorised driver at the time of the relevant Breakdown Incident.

1.4) 'Your Car' means:

The Hyundai Car which has been registered for assistance with Hyundai at the time of the relevant Breakdown Incident and provided always that any such Car meets the Car specifications detailed in paragraph 3 below.

1.5) 'Hyundai' refers to Hyundai Roadside Assistance unless specifically specified.

2) Duration of assistance

Your entitlement to Hyundai Roadside Assistance shall last for 12 months (all models, except IONIQ 5 & 6 and New Kona EV) or a 24 months (for IONIQ 5 & 6 and New Kona EV) from the first date of registration.

2.1) You are entitled to a further 12 months (all models, except IONIQ 5 & 6 and New Kona EV) or a further 24 months (for IONIQ 5 & 6 and New Kona EV) Roadside Assistance (from the date of service), only when your vehicle is serviced at an authorised Hyundai repairer in line with the service schedule.

3) Vehicle specifications

Hyundai Roadside Assistance is only available for Hyundai cars registered with Hyundai and which meet the specifications set out below.

Maximum Car Weight: 3.5 tonnes (3,500kg) gross vehicle weight

Maximum Car Width: 7ft 6in (2.3m)

Maximum Car length: 7m (23ft)

Maximum Car height: 3m (9ft 10in)

The dimensions detailed above will be calculated taking into account anything attached to Your Car.

All Cars must be built to manufacturer's specifications and not be modified (e.g. larger wheels), display a current tax disc, hold a current MOT (where applicable) and be in a roadworthy condition.

4) Transportation of Animals

Please note that livestock will not be recovered and the recovery of any animal is generally at Hyundai's discretion. See under General Terms & Conditions detailed in paragraph 6 below.

5) Service Descriptions

5.1 Hyundai Roadside Assistance

5.1.1) What is available:

Roadside Assistance is available if Your Car is stranded on the highway more than a quarter of a mile from the Your UK home address following a Breakdown Incident;

If, following a Breakdown Incident, a patrol or appointed agent cannot fix Your Car within a reasonable time, it, together with the driver and no more passengers than the legal seating capacity of Your Car, will be taken to Hyundai's choice of relevant local repairer or to a local destination of Your choice, provided it is no further than the nearest dealer;

Hyundai Roadside Assistance will make a telephone call at Your request following a Breakdown Incident.

Please note that any contract for repair, other than repairs carried out by Hyundai's contractors or agents at the roadside under Your Hyundai Roadside Assistance, is between the person requesting the repair and the repairer - it is not Hyundai Roadside Assistances responsibility to instruct the repairer to undertake any work required or to pay them for it.

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Hyundai Roadside Assistance does not guarantee that any recovery to a relevant local repairer will be within the opening hours of the repairer, or that the repairer will be immediately available to undertake any required repair. Whilst Hyundai Roadside Assistance will endeavour to check that the chosen repairer carries out the type of repair work required, this cannot be guaranteed and Hyundai Roadside Assistance, its contractors and agents do not provide any assurance or warranty with respect to any work carried out at Your request by any third party repairer.

If the vehicle which has suffered a breakdown is towing a caravan or a trailer and Hyundai Assistance provides recovery, the caravan or trailer will also be recovered together with the vehicle to a single destination.

5.1.2) What is not available:

1) The cost of spare parts, petrol, oil, keys or other materials required to repair Your Car or any supplier delivery or call out charges related to these items;

2) The cost of any labour, other than that provided by Hyundai's contractors and/or agents under your Hyundai Roadside Assistance at the scene of the Breakdown Incident.

3) Any additional transport or other costs that You might incur or any incidental expenses that may arise during a recovery. Hyundai Roadside Assistance cannot accept any costs for passengers who do not accompany Your Car while it is being recovered;

4) Routine maintenance and running repairs e.g. radios, air conditioning, interior light bulbs, heated rear windows;

5) Any recovery or tow following an accident. See General Terms & Conditions, General Exclusions for more information. Any recovery for an RTA is available from the Accident Management Programme.

6) Assistance following a Breakdown Incident attended by the police, highways agency or other emergency service, until the services concerned have authorised the car's removal. If the police, highways agency or emergency service insist on recovered by a third party, the cost of this must be met by You;

7) A second or subsequent recovery, after Your Car has been recovered following a Breakdown Incident;

8) All things excluded under General Terms & Conditions detailed in paragraph 6 below.

5.2) Hyundai Roadside Assistance from Home ('Home Start')

5.2.1) What is available:

Home Start provides access to the same service as is available under Hyundai Roadside Assistance following a Breakdown Incident at or within a quarter of a mile of Your UK home address.

If, a patrol or appointed agent cannot fix Your Car within a reasonable time, it, together with the driver (if applicable), will be taken to Hyundai's choice of relevant local repairer or to a local destination of Your choice, provided it is no further than the nearest dealer;

5.2.2) What is not available:

All things excluded under paragraph 5.1.2 Hyundai Roadside Assistance 'What is not available' above.

Home Start is not available for light commercial vehicles and cars for taxi or private hire usage.

5.3) Hyundai Recovery ('Recovery')

5.3.1) What is available

Recovery is available when Hyundai Roadside Assistance provides either Roadside Assistance or Home Start service and Hyundai Roadside Assistance cannot arrange a prompt local repair within a reasonable time;

Recovery provides recovery of Your Car, together with the driver and no more passengers than the legal seating capacity of Your Car to any single destination of Your choice on the UK mainland or in Northern Ireland (see also General Terms & Conditions detailed in clause 6 below).

Please note that vehicle repatriation will not be provided following a collision repair or a non-warranty incident.

5.3.2) What is not available:

Recovery of the car is not available following an accident. See General Terms & Conditions, General Exclusions for more information.

All things excluded under paragraph 5.1.2 'Hyundai Roadside Assistance' 'What is not available' above.

5.4) Hyundai Onward Travel ('Onward Travel')

5.4.1) What is available:

Onward Travel is only available at Hyundai's absolute discretion.

If Your Car is immobilised following a Breakdown Incident which Hyundai Roadside Assistance has attended under Roadside Assistance and where Hyundai Roadside Assistance cannot arrange a prompt local repair. Hyundai may at its absolute discretion choose to arrange either a replacement car OR overnight accommodation OR public transport costs (see overleaf for full details of what is available under each benefit).

5.4.2) What is not available;

Onward Travel is not available following an accident or Home Start. See General Terms & Conditions, General Exclusions for more information.

Onward Travel is not available for light commercial vehicles and cars for taxi or private hire usage.

5.4.3) Replacement car

5.4.4) What is available

If at Our absolute discretion we elect to make a replacement car available, this benefit consists of arranging and paying for up to a 1.6-litre replacement saloon type car, plus insurance (subject to a £500 excess), for up to 2-working days from a Hyundai Roadside Assistance chosen supplier. Where possible, and unless the receipt of the hire car is delayed at Your request and with Hyundai's agreement, Hyundai will arrange for any replacement car to be provided by the supplier around the time and point of the relevant Breakdown Incident. If the hire car is not taken at that time, You are responsible for arranging delivery direct with the relevant supplier. Hyundai may be prepared to assist in the making of these arrangements. A collection and delivery service (or equivalent) is available from the chosen suppliers, subject to availability, to the supplier's terms and conditions and to Your payment of the supplier's fuel charges connected with collection and/or delivery. A minimum of two hours notice is required by the suppliers to arrange the delivery of a car. The collection and delivery service will only be available to Mainland UK destinations and to a pre-arranged and authorised maximum delivery distance. You are responsible for making arrangements for the return of the hire car to the supplier.

5.4.5) What is not available:

Other charges arising from Your use of the hire car, such as (without limitation) fuel costs (including those resulting from collection and/or delivery of the hire car) any insurance excess charges, and charges arising if You keep the car for more than 2-working days;

Replacement cars cannot be supplied with a tow bar.

Please note: Replacement cars are supplied to You by Hyundai's chosen suppliers. The car hire agreement will be between You and the relevant supplier and will be subject to that supplier's Terms & Conditions. These will usually require or include (amongst other things):

Production of a full driving licence valid at the time of issue of the hire car;

Limits on acceptable endorsements;

Limitations on the availability and/or engine capacity of the replacement car;

Drivers to be aged at least 22 years and to have held a full driving licence for at least 12 months

A deposit e.g. for fuel;

Acceptance of £500 excess

OR

B) Emergency overnight accommodation

If at our absolute discretion we decide to provide this benefit, we will arrange for one night's bed and breakfast accommodation for no more passengers than the legal seating capacity of the Eligible Vehicle up to a maximum of eight passengers (including the driver) (or to a limit of

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£100 per person to a maximum of £300 in total). See General Terms & Conditions clause 6.1.1.8, below.

We will not pay for any additional costs incurred by the Authorised Driver or passengers such as meals (other than breakfast), drinks, telephone calls and newspapers. These costs must be settled with the hotel before leaving.

Claims should be made in writing and sent together with proofs of purchases and receipts to: Hyundai Roadside Assistance c/o The AA, Agency Accounts, Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA.

OR

C) Public transport costs

If, at our absolute discretion, we decide to provide this benefit, we will provide assistance for reasonable public transport costs for the Authorised Driver and up to eight passengers. The Authorised Driver can claim Recovery Plus costs to a limit of £100 per person to a maximum of £300 in total. See General Terms & Conditions clause 6.1.1.7, below.

a) Any passengers must have been travelling with the Authorised Driver at the time of the relevant breakdown.

b) The Authorised Driver must obtain proofs of purchase or receipts for all travel expenses.

c) Any claim for reimbursement should be made in writing to Expenses, Agency Accounts, Fanum House, Basingstoke, Hampshire, RG21 4EA.

d) All relevant proofs of purchase and receipts must accompany the claim.

e) Any claim for transport costs must be submitted to us within 28 days of the relevant breakdown and will be subject to the limit stated above.

6) General Terms & Conditions

6.1) General exclusions

6.1.1) Hyundai Roadside Assistance does not provide for:

6.1.1.1) non-Vehicle fault shall include without limitation, faults arising as a result of, lock-outs, broken keys, lack of fuel, Adblue/Urea and wrong fuel type. Such faults are not included in Hyundai Roadside Assistance and you will be asked to pay for assistance before roadside service is provided;

6.1.1.2) vehicle servicing or re-assembly, for example, where this is required as a result of neglect or unsuccessful work on the car (including, but not limited to, DIY car maintenance), other than that on the part of Hyundai, its contractors and/or agents;

6.1.1.3) the cost of garage or other labour required to repair Your Car, other than that provided by Hyundai, its contractors and/or agents at the scene of the relevant Breakdown Incident;

6.1.1.4) any costs of draining or removing fuel, lubricants or other fluids as a result of the introduction of an inappropriate substance. Hyundai can arrange for Your Car to be taken to a Hyundai Dealer or another location of your choice, but you will have to pay for this recovery and any work required;

6.1.1.5) any additional charges resulting from Your failure to carry a legal and serviceable spare wheel or tyre, except where this is not provided as manufacturers standard equipment. Hyundai will endeavour to arrange on your behalf, but will not pay for, assistance from a third party;

6.1.1.6) having Your Car stored or guarded in Your absence;

6.1.1.7) the provision of service when Your Car is on private property e.g. garage premises, unless You can establish that You have the permission of the owner or occupier;

6.1.1.8) the provision of service to or for any persons in excess of the number of seats fitted in the car at the time of the relevant Breakdown Incident, or to anyone who was not travelling in the relevant car at the time of the relevant Breakdown Incident. If there are more people than the maximum allowed, Hyundai will seek to arrange, but will not pay for, their onward transportation;

6.1.1. 9) any ferry, toll or congestion charges incurred in connection with Your Car as a result of it being recovered;

6.1.1.10) the recovery of any cars bearing trade plates or which Hyundai, its contractors and/or agents have reason to believe have just been imported or purchased at auction;

6.1.1.11) the transportation of immobilised cars where Hyundai, its contractors and/or agents consider this to be part of a commercial activity, for example, to, from or for motor dealers or delivery companies;

6.1.1.12) the cost of any locksmith, body-glass or tyre specialist, should Hyundai, its contractors and/or agents consider this to be required. Hyundai will endeavour to arrange this help on Your behalf, however it will not pay for these specialist services and any contract for services provided will be between You and the relevant specialist. If, in the reasonable opinion of Hyundai, its contractors and/or agents, Your Car requires recovery to such a specialist to be mobilised and, to effect that recovery, specialist lifting equipment not normally carried by Hyundai's contractors and/or agents is required, Hyundai will arrange the recovery but at Your cost. If use of a locksmith or other specialist would, in the opinion of Hyundai, its contractors and/or agents, mobilise the car, no further service will be available for the Breakdown Incident in question;

6.1.1.13) the cost of any specialist lifting equipment (not normally carried by Hyundai's contractors and/or agents), if this is, in the view of Hyundai, its contractors and/or agents, required to provide assistance e.g. when a car has left the highway, is standing on soft ground or is stuck in snow or floodwater. In these instances, Hyundai will arrange recovery but at Your cost and Hyundai will not be liable for any damage they may be incurred. Once the car has been recovered to a suitable location, normal Hyundai Roadside Assistance will be provided;

6.1.1.14) the transportation or arrangement of the transportation of any animal (guide dogs or hearing dogs to be transported together with their owner, where Hyundai will provide transportation unless this is not possible for health and/or safety reasons). Hyundai, its contractors and/or agents will not recover horses or livestock. If Hyundai, its contractors and/or agents does at its absolute discretion, agree to transport an animal, then this will be at Your own risk. It is Your responsibility to secure any animal being transported or to make alternative arrangements for its transportation;

6.1.1.15) assistance for cars broken down as a result of taking part in any "Motor Sport Event", including, without limitation, racing, rallying, trials or time-trials or auto test. However, for the avoidance of doubt, Hyundai does not consider "Concours d'elegance" events, track test days for road-legal cars or rallies held exclusively on open public highways where participants are required to comply with the normal rules of the road, to be Motor Sports Events.

6.1.1.16) Hyundai Roadside Assistance does not provide for any car recovery following an accident. Hyundai may, at Your request, be prepared to arrange recovery following an accident but, if so, You will be responsible for paying the charges for this assistance (including, but not limited to, any charges relating to any specialist equipment used).

6.1.1.17) Please note that, following an accident, or otherwise, it is and remains Your responsibility to ensure that You properly comply with any requirements of Your motor insurer in making a claim under Your motor insurance policy.

6.2) General rights to refuse service

6.2.1) Please note: if a Driver is refused service by Hyundai, its contractors and/or agents the Driver has the right to an explanation in writing.

6.2.2) Hyundai, its contractors and/or agents reserves the right to refuse to provide or arrange Hyundai Roadside Assistance where:

6.2.2.1) You are not with Your Car at the time of the relevant Breakdown Incident and You are unable to be present at the time assistance arrives;

6.2.2.2) in the reasonable opinion of Hyundai, its contractors and/or agents, Your Car was, immediately before the relevant Breakdown Incident, dangerous, overladen, unroadworthy or otherwise unlawful to use on a public road;

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6.2.2.3) in its reasonable opinion or that of its contractors and/or agents, and other than solely as a result of a failure on the part of Hyundai, the giving of service would involve a breach of the law (including, without in any way restricting the type of breach being referred to under this sub-clause, a breach of Hyundai's and/or its contractors and/or agents health and safety duties);

6.2.2.4) in its reasonable opinion, there has been an unreasonable delay in reporting the relevant Breakdown Incident;

6.2.2.5) You cannot produce a valid Assistance card (if supplied) is this being supplied (or appropriate receipt) and some other form of identification. If these cannot be produced, and entitlement for Hyundai Roadside Assistance cannot be verified, Hyundai, its contractors and/or agents reserve the right to refuse service. However if you are unable to prove entitlement to service or you are aware that you do not hold entitlement to Hyundai Roadside Assistance, Hyundai may, at its discretion, offer service on the immediate payment (by credit, debit or switch card) of the charges for such services.

6.2.2.6) The charges paid will be fully refunded if it can be established to Hyundai's reasonable satisfaction that the relevant level of service entitlement was held at the time of the relevant Breakdown Incident. Without prejudice to Your statutory rights, no refunds will be given if entitlement cannot be proved, or simply because Your Car cannot be fixed at the roadside;

6.2.2.7) Hyundai its contractors and/or agents reasonably considers that You:

6.2.2.7.1) or anyone accompanying You, is behaving or has behaved in a threatening or abusive manner to the employees, patrols or agents, of Hyundai and/or its contractors and/or agents; or

6.2.2.7.2) have falsely represented that You are entitled to services that You are not entitled to; or

6.2.2.7.3) have assisted another person in accessing Hyundai Roadside Assistance services to which they are not entitled; or owe Hyundai its contractors and/or agents money with respect to any services, spare parts or other matters provided by Hyundai its contractors and/or agents on Hyundai's instruction.

6.3) Additional services

Any additional services made available by Hyundai which are not described in these Terms & Conditions are provided on a purely discretionary basis and may be withdrawn at any time.

6.4) Use of agents

Hyundai Roadside Assistance will be provided by Hyundai and/or its contractors and/or agents.

6.5) Requests for assistance

All requests for assistance must be made to Hyundai using the contact instructions provided by Hyundai from time to time. If You contact a garage direct, You will have to settle its bill and Hyundai will be under no obligation to reimburse You.

6.6) Emergency nature of Hyundai Roadside Assistance

Hyundai's contractors and/or agents are trained and equipped to carry out emergency roadside repairs and are not in a position to comment on the general safety or roadworthiness of a car after a Breakdown Incident or an emergency repair. In addition, completion of an emergency repair cannot be taken to signify or in any way guarantee the general roadworthiness of the car concerned.

6.7) Cancellation

Hyundai shall have the right to cancel any Hyundai Roadside Assistance entitlement if you have been refused service under clause 6.2.2.7.

6.8) Changes to Terms & Conditions

Hyundai Roadside Assistance also reserves the right to make changes to these Terms & Conditions during the Term, on the giving of reasonable notice, where it reasonably considers this necessary in order to comply with any applicable laws, regulations or the advice or instruction of any regulatory authority.

6.9) Changes to your Personal Details

Changes to your name or address must be notified to Hyundai immediately by calling **0800 981 981**.

6.10) Matters outside Hyundai's reasonable control

While Hyundai Roadside Assistance seeks to meet the service needs of its customers at all times, its resources and those of its contractors and/or agents are finite and this may not always be possible. Hyundai its contractors and/or agents shall not be liable for service failures where Hyundai its contractors and/or agents are faced with circumstances outside their reasonable control. Events which might constitute circumstances outside such reasonable control include (but are not limited to) Acts of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, acts of government or authority (including the refusal or revocation of any licence or consent), fire, subsidence, explosion, flood, snow, fog or other bad weather conditions, car, equipment or systems failures, shortages of fuel or other necessary supplies, failure of telecommunications lines or systems, default of suppliers or sub-contractors, theft, malicious damage, strike, lock out or industrial action of any kind.

6.11) Exclusion of liability for loss of profit etc

Hyundai Roadside Assistance, its contractors and/or agents shall not, in any event, and to the extent permitted by law, have any responsibility for (a) any increased costs or expenses, (b) any loss of (i) profit, (ii) business, (iii) contracts, (iv) revenue or (v) anticipated savings or (c) for any special or indirect losses incurred as a result of or in connection with any service, whether resulting from tort (including negligence or breach of statutory duty), from breach of contract or otherwise. For the avoidance of doubt, nothing in this clause or these Terms & Conditions shall exclude or restrict the liability of Hyundai its contractors and/or agents for negligence resulting in death or personal injury.

6.12) Enforcement of Terms & Conditions

6.12.1) Failure to enforce or non-reliance on any of these Terms & Conditions by Hyundai its contractors and/or agents will not prevent Hyundai its contractors and/or agents from subsequently relying on or enforcing them.

6.12.2) The Terms & Conditions, or benefits, of Hyundai Roadside Assistance are only enforceable by the Customer, Hyundai its contractors and/or agents. For the avoidance of doubt, and without limiting the above, any rights under The Contract (Rights of Third Parties) Act 1999, or any replacement or amendment of such act, are excluded.

6.13) Use of headings

The headings used in these terms & conditions are for convenience only and shall not affect the interpretation of its contents.

6.14) Interpretation: use of English law & language

Your Hyundai Roadside Assistance and these Terms & Conditions are governed by and shall be interpreted in accordance with the laws of England and Wales. You and Hyundai hereby submit to the exclusive jurisdiction of the English courts in relation to any disputes arising out of and/or in connection with these Terms and Conditions and/or Hyundai Roadside Assistance. The Terms & Conditions are written in English and all correspondence entered into shall be in English.