

HYUNDAI ASSISTANCE IN EUROPE TERMS AND CONDITIONS

Hyundai Assistance in Europe may only be provided in our absolute discretion. In the event that we authorise it, use of Hyundai Assistance in Europe is subject to the following additional terms and conditions.

Important Notes

If the Authorised Driver cannot provide valid details of the Relevant Vehicle eligible for Hyundai Assistance in Europe, we reserve the right to refuse to arrange service.

- It is important that Hyundai Assistance are contacted in the event that assistance is required under Hyundai Assistance in Europe.
- If a garage is contacted direct, the Authorised Driver will have to settle his or her bill and we will be under no obligation to reimburse the Authorised Driver.

Credit card - Credit card must be available with sufficient credit if the emergency car hire benefit is used; the car hire company requires a “swipe” of the card as security. Debit cards are not accepted for this purpose.

Driving licence - Driving licence must be available if the emergency car hire benefit is used; the car hire company will expect to see original driving licence, together with paper counterpart (if photocard licence).

Important Limitations of Service

There are differences between the service that Hyundai Assistance will provide within the UK and the service provided by Hyundai Assistance in Europe. These include:

1. Hyundai Assistance in Europe will usually be provided through a garage or, in certain circumstances, a local roadside assistance provider.
2. European garage mechanics and patrols are unlikely to speak English.
3. National holidays and working hours vary throughout Europe. This will impact on the service provided to the Authorised Driver especially during busy periods.
4. Third party service providers including garages, repairers, recovery operators, car hire companies, etc are not approved by us and do not act as agents of Hyundai Assistance.
5. We cannot be held liable for any acts or omissions of any such garages or other third parties.
6. Any goods being carried remain the Authorised Driver's responsibility.
7. Relevant Vehicles which are recovered will usually be brought back unaccompanied.

8. Vehicle recovery from Europe will take on average 8-14 days. At busy periods and from further destinations, recovery may take longer.

Geographical limits

Hyundai Assistance in Europe applies within the following geographical limits within which the Relevant Vehicle and the Authorised Driver must stay together. Assistance will not be provided outside of these geographical limits. Hyundai Assistance in Europe applies within the following geographical limits:

United Kingdom, Isle of Man, Channel Islands, Republic of Ireland, all European islands of the Mediterranean (excluding Northern Cyprus) and the following countries of mainland Europe: Andorra, Austria, Belgium, Bosnia & Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Slovakia, Slovenia, Spain, Sweden and Switzerland. Hyundai Assistance in Europe does not apply to territories beyond mainland Europe.

Hyundai Assistance in Europe within the UK applies only to a direct journey to and from the seaport or Eurotunnel terminal and can only be used for journeys where the Relevant Vehicle is being taken overseas by waterborne craft or Eurotunnel and not for crossing estuaries and non-tidal waterways.

The geographical limits of Hyundai Assistance in Europe may be amended in the event of war, civil disturbance, riot or radioactive contamination.

Additional Definitions:

“The Authorised Driver’s Party” means the Authorised Driver and all other occupants of the vehicle, maximum 5 persons, but limited to the maximum number of persons the Relevant Vehicle is designed to carry and for whom there are fixed seats and restraints. We will only assist people who are travelling with the Authorised Driver for the whole duration of the Trip.

“The Trip” means the Authorised Driver’s journey overseas with the Relevant Vehicle within the Period, starting and ending in the UK (up to a maximum of 90 days). We will only assist the Relevant Vehicle

within the UK for a direct journey to or from the seaport or Eurotunnel terminal.

COUNTRY OF DEPARTURE: United Kingdom only.

Vehicle Specifications

1. All vehicles must be built to manufacturer's specifications, hold a current MOT Certificate (where required), hold appropriate insurance for circulating overseas, be in a roadworthy condition at the start of the Trip and used for private purposes or business use only.
2. We reserve the right to require an inspection of the vehicle to confirm its roadworthiness.
3. Hyundai Assistance will not provide assistance in respect of nor be responsible for personal effects/goods/vehicles/boats or other waterborne craft on or in the Relevant Vehicle or trailer nor consider any consequential loss. These remain the Authorised Driver's responsibility at all times.
4. **Vehicle occupants** Maximum of 5 persons including the Authorised Driver and infants but limited to the maximum number of persons the Relevant Vehicle is designed to carry and for whom there are fixed seats and restraints.
5. *Weight and size restrictions of Relevant Vehicles*
Maximum vehicle weight: 3.5 tonnes (3500kgs) gross vehicle laden weight
Maximum vehicle length: 5.5m (18ft)
Maximum vehicle width: 2.3m (7ft 6in)
Maximum vehicle height: 3m (9ft 10in)
6. The Relevant Vehicle and the Authorised Driver must comply with legislation as to vehicle types, weight and dimensions which apply in the countries being visited and we cannot be liable for any loss whatsoever because the Relevant Vehicle cannot be imported into or used in overseas countries, due to its type, weight and/or dimensions.

Important note about Hyundai Assistance in Europe

7. Hyundai Assistance in Europe may be provided at our absolute discretion. If the Relevant Vehicle is stranded on the highway as a result of a Breakdown and Hyundai Assistance in Europe is authorised or, Hyundai Assistance in Europe may (in Hyundai's absolute discretion) provide, within the Geographical Limits, subject to all relevant terms, conditions and exclusions contained in these

terms and conditions such of the following as Hyundai believes in its discretion to be necessary and appropriate:

- the arrangement of emergency roadside assistance;
- vehicle recovery to the UK;
- emergency alternative travel;
- emergency accommodation assistance

for the Authorised Driver and the Authorised Driver's Party.

THE MAXIMUM AMOUNT VALUE OF SERVICES THAT HYUNDAI ASSISTANCE WILL ARRANGE (AT ITS ABSOLUTE DISCRETION) IN EUROPE IS £2,000 PER PARTY, PER TRIP, EXCLUDING UNACCOMPANIED VEHICLE RECOVERY.

SECTION 1

Roadside Assistance and Emergency Repair

WHAT IS INCLUDED

In the event that, in our absolute discretion, this is authorised, We will arrange emergency help for the Authorised Driver and pay costs within the following limits for roadside assistance following a breakdown or towage to a local repairer up to £175 overall maximum.

Note: all costs met under this Section form part of the relevant overall benefit limit.

WHAT IS NOT INCLUDED

1. The cost of any replacement part, tyres, body glass, fuel, lubricants or other fluids, keys or other materials or the cost of any labour that is not provided.
2. Any costs for a locksmith, body glass, tyre or other specialist. If we consider that their services are needed, we will seek to arrange this on the Authorised Driver's behalf, but will not pay for the cost of the call out nor any repair.
3. Routine maintenance and non-emergency repairs such as radios, CD players and heated rear windows which do not affect the mobility or security of your vehicle or render it unsafe to drive.
4. Any non-essential repairs, damage to paintwork or other cosmetic repairs, or air conditioning or climate control faults which do not affect the mobility or security of the Relevant Vehicle nor render it unsafe to drive.
5. Any costs resulting from failure to maintain or service the Relevant Vehicle in accordance with manufacturer guidelines.
6. Any costs incurred because the Relevant Vehicle / Authorised Driver is not carrying a spare set of vehicle keys, a legal and serviceable spare wheel(s) and tyre(s) or an "instant mobility system" where this is supplied with the Relevant Vehicle.
- 7 Any costs covered under the Relevant Vehicle's warranty.

8. The provision of service is not available to vehicles which are overloaded, used in rallying, off-road driving or in the Nürburgring or for motorsports. It may not be used in place of regular servicing.
9. Any contract for repair will be between the Authorised Driver and the repairer.
10. Any matter excluded under the Hyundai Assistance in Europe General Terms and Conditions, for example, but without limitation, any emergency assistance required following breakdown where the need for such assistance arises in the circumstances specified in clause 4 of the Hyundai Assistance in Europe General Terms and Conditions.

NOTES

- a. We will only seek to arrange a guarantee of costs within the limits of Hyundai Assistance in Europe and the Authorised Driver will have to pay the repairing garage for extra costs or the costs of parts.
- b. If the Authorised Driver is not the owner of the vehicle, the Authorised Driver must check with the owner before authorising any repairs.
- c. Repair costs can vary from those in the UK and may be more expensive.
- d. Before paying the bill and taking the Relevant Vehicle away from the garage, the Authorised Driver should check the work carefully to make sure it is satisfactory and report any problem immediately, while the Authorised Driver is still overseas, as it may be very difficult for the Authorised Driver to have a faulty repair corrected or to get any redress after the bill has been paid and the Authorised Driver has returned Home.
- e. If the garage cannot complete the repairs within 24 hours or until after the date on which the Authorised Driver planned to return Home, the Authorised Driver must contact us to discuss the Authorised Driver's options.
- f. If the Relevant Vehicle has left the highway and assistance is requested when it is in a ditch, standing on soft ground, sand or shingle, or stuck in water or snow, any recovery to a place of safety we arrange will be at the Authorised Driver's cost.
- g. The Authorised Driver should notify the Relevant Vehicle's insurer or warranty company of any issue under this section where it is possible that costs may be recoverable either fully or in part from them.
- h. We reserve the right to refuse to provide or arrange breakdown assistance services if the Authorised Driver is not present at the scene of the breakdown.
- i. If we cannot arrange for a garage to accept our guarantee of costs, we will ask the Authorised Driver to pay for any repairs undertaken at the time seek reimbursement for such costs in accordance with these terms and conditions when the Authorised Driver returns Home.
- j. We cannot guarantee that any tow to a local repairer will be within opening hours or that the repairer will be available to undertake any necessary repair immediately.
- k. Please note the Limitations of Service regarding the nature of our relationship with the third party service providers such as garages, repairers and recovery agents.

- l. If the Authorised Driver insists on authorising lengthy or expensive repairs contrary to our advice, we reserve the right to refuse any further service.
- m. Recovery from French motorways cannot be arranged by us, as these roads are privately owned. In the event that assistance is required, the Authorised Driver must contact the dedicated motorway services and telephone Hyundai Assistance in Europe for further help once towed off the motorway / service area.

SECTION 2

Location and Despatch of Spare Parts

WHAT IS INCLUDED

In the event that, in our absolute discretion, this is authorised, We will pay the cost for the location and delivery costs of spare part(s) needed to complete repairs following a breakdown overseas.

Note: all costs met under this section form part of the overall benefit limit.

WHAT IS NOT INCLUDED

1. The cost of replacement part(s), tyres, body glass, fuel, lubricants or other fluids, keys or other materials.
2. Any costs for a locksmith, body glass, tyre or other specialist. If we consider that their services are needed we will seek to arrange this on behalf of the Authorised Driver, but will not pay for the cost of the call out nor any repair, nor any replacement part(s).
3. Any costs incurred because the Authorised Driver is not carrying a spare set of vehicle keys, a legal and serviceable spare wheel(s) and tyre(s) or an "instant mobility system" where this is supplied with the Relevant Vehicle.
4. Anything mentioned as not included under Section 1 Roadside Assistance and Emergency Repair.
5. Any costs included under the Relevant Vehicle's warranty.
6. Any matter excluded under the General Terms and Conditions, for example, but without limitation, any emergency assistance required following breakdown where the need for such assistance arises in the circumstances specified in clause 4 of the Hyundai Assistance in Europe General Terms and Conditions.

NOTES

- a. We are not liable for local variations in the cost of spare parts located overseas.
- b. Standard UK spare parts may not be available locally and delays may occur in location and delivery from the UK.
- c. The Authorised Driver may be asked to pay for the cost of the spare parts at the time they are ordered.
- d. The Authorised Driver must pay for any spare part(s) at the time they are ordered for the Relevant Vehicle.

- e. We cannot guarantee that spare part(s) will be available, especially for older vehicles, where parts may be impossible to locate.

SECTION 3

Emergency Car Hire and Alternative Travel Arrangements

If the repairer estimates that following a breakdown the repairs to the Relevant Vehicle will take more than twenty four hours, and we, in our absolute discretion we agree to arrange for the provision of a emergency car hire for up to 72 hours (which will be provided by a third party car hire supplier on the terms of a separate contract between the Authorised Driver and the car hire supplier) and alternative travel arrangements, we will at our absolute discretion arrange the provision to the Authorised Driver such of the benefits on the basis set out in this section 3:

WHAT IS INCLUDED

Reasonable and additional expenses as are in our absolute discretion necessary from:

- a. Car hire up to £75 per day;
- b. Air fares (economy);
- c. Rail fares (standard);
- d. Local taxi fares;
- e. Any other transport equivalent to 2nd class rail fares.

Overall benefit limit a–e is up to £750 per party, per Trip.

Note: We will include any costs we agree under this benefit in the overall benefit limit.

Replacement vehicles are supplied to the Authorised Driver by third party suppliers. The vehicle hire agreement will be between the Authorised Driver and the relevant supplier and will be subject to that supplier's terms & conditions.

WHAT IS NOT INCLUDED

1. All other charges arising from the Authorised Driver's use of the hire vehicle such as fuel costs, any insurance excess charges, if the Authorised Driver keeps the vehicle longer than the period of hire agreed with us or does not follow our or the hirer's instructions to return the vehicle. The Authorised Driver must pay these costs direct to the hirer.
2. Any costs incurred if the hire car is left at a different location to that agreed with us or the hire company.
3. Any costs incurred following the Authorised Driver's return their Home in the UK.
4. Anything mentioned as not included under Section 1 Roadside Assistance and Emergency Repair.
5. Any matter excluded under the Hyundai Assistance in Europe General Terms and Conditions, for example, but without limitation, any

emergency assistance required following breakdown where the need for such assistance arises in the circumstances specified in clause 4 of the Hyundai Assistance in Europe General Terms and Conditions.

NOTES

- a. If the Relevant Vehicle is an MPV or similar vehicle, we may have to arrange two hire cars. Otherwise we will make alternative travel arrangements.
- b. Car hire companies' terms may change and do vary. The requirements listed above are not exhaustive and compliance with them does not guarantee availability of a hire car. If the Authorised Driver does not comply with the hire company's terms or fail to return the vehicle to them as agreed, the hire company may take action against the Authorised Driver.
- c. In parts of Europe, hire cars are not permitted to cross national frontiers and it may be necessary to change hire cars at national borders. If the Authorised Driver does not follow our, or the hirer's instructions, the Authorised Driver must pay any additional costs they incur.
- d. For car hire or other alternative travel costs, wherever possible we will arrange and pay costs within the above overall limit. If the hirer will not accept our guarantee, we will ask the Authorised Driver to pay and make a request for reimbursement for these costs on the Authorised Drivers return Home.
- e. If the Relevant Vehicle is specially adapted it is unlikely that we will be able to locate a similarly adapted vehicle overseas. We will seek with the Authorised Driver to find a suitable alternative method of travel, within the benefit limit.
- f. if we have arranged car hire for the journey home, a vehicle hired abroad cannot be used for any part of your journey in the UK; a second UK registered vehicle will be arranged for this part of the trip.
- g. We will arrange and pay costs wherever possible. Where our guarantee is not accepted, the Authorised Driver should pay and contact us on the Authorised Driver's return Home.
- h. We cannot guarantee car hire availability or equivalent replacement for Relevant Vehicle. Multi purpose vehicles, four wheel drive vehicles, minibuses, vans, motorcycles and vehicles with automatic transmission in particular are difficult to hire.
- i. We cannot guarantee replacement vehicles can be supplied with a tow bar, and therefore the Authorised Driver's caravan or trailer may be recovered with the immobilised Relevant Vehicle.
- j. We cannot arrange a replacement mobile caravan or trailer nor can we arrange for replacement roof boxes. Personal effects/goods/vehicles/boats or other waterborne craft carried in or on the Relevant Vehicle, caravan or trailer remain the Authorised Driver's responsibility at all times.
- k. Unless we agree otherwise with the Authorised Driver, we will only provide hire car costs where we have arranged the hire. We cannot guarantee that hire cars will be available in all circumstances. The

Authorised Driver must be able to comply with the hirer's terms and conditions, which will include:

- production of a full driving licence including any endorsements, valid at the time of issue of the hire vehicle (some companies may require additional information). If the Authorised Driver has a photocard style licence, they must carry the paper counterpart (D740) as well;
- production of a credit card (see also the note above concerning acceptance of credit cards);
- drivers must be within the hirer's minimum/maximum ages for the hire and comply with legislation in the country concerned and must have held a full driving licence for 12 months or more.

Please note the Limitations of Service regarding the nature of our relationship with the third party service providers.

SECTION 4

Emergency Accommodation

If the repairer estimates that following a breakdown repairs to the Relevant Vehicle will take more than twenty four hours, and we, in our absolute discretion agree to provide emergency accommodation, we will assist with the Authorised Driver's reasonable and necessary costs for additional emergency accommodation on the basis set out in this section 4. This cannot be combined with the provision of a hire car and emergency alternative travel arrangements (as set out in Section 3).

WHAT IS INCLUDED

Reasonable, necessary additional costs over and above those the Authorised Driver has budgeted for, for overnight accommodation up to £65 per person, per night to a total maximum of £400 per party, per Trip.

Note: all costs met under this section form part of the overall benefit limit.

WHAT IS NOT INCLUDED

1. Meals, drinks, telephone calls and newspapers or any other costs incurred by the Authorised Driver or the Authorised Driver's Party. The Authorised Driver must settle these direct with the hotel before leaving.
2. Costs which the Authorised Driver would have paid, had no problem with the Relevant Vehicle occurred.
3. Costs where the need for accommodation arises from the transportation of any animal or costs for any animal's emergency accommodation.
4. Anything mentioned as not included under Section 1, Roadside Assistance and Emergency Repair.
5. Any matter excluded from the Hyundai Assistance in Europe General Terms and Conditions, for example, but without limitation, any emergency assistance required following Breakdown where the need for such assistance arises in the circumstances specified in clause 4 of the Hyundai Assistance in Europe General Terms and Conditions.

NOTES

We will arrange and pay costs wherever possible. Where our guarantee is not accepted, the Authorised Driver should pay and contact us on the Authorised Driver's return Home.

SECTION 5

Vehicle Recovery to the UK

If following a breakdown repairs cannot be completed in time for the Authorised Driver's planned return Home, and we, in our absolute discretion, agree to provide vehicle recovery to the UK on the basis set out in this section 5.

WHAT IS INCLUDED

1. The cost of unaccompanied recovery for the Relevant Vehicle to the Authorised Driver's Home, or nominated vehicle repairer in the UK, up to the current market value of the Relevant Vehicle.
2. We may also pay any reasonable storage charges incurred in the recovery up to a maximum of £100.
3. We may, at our discretion and depending on circumstances, arrange and agree with the Authorised Driver an alternative method of recovery and pay reasonable costs if repairs are started but not completed before the Authorised Driver's planned return Home. In such circumstances we may (at our discretion) arrange with the Authorised Driver and pay for one person's reasonable travel and accommodation costs to go directly overseas to collect the Relevant Vehicle up to a maximum of £600.

Note: all costs met under this section (but excluding the cost of unaccompanied vehicle recovery) form part of the overall benefit limit.

WHAT IS NOT INCLUDED

1. Recovery of the Relevant Vehicle if we calculate it to be beyond commercial economic repair. We will never pay more than the value of the vehicle to bring it home. If we advise that the Relevant Vehicle is beyond commercial economic repair, we will give the Authorised Driver up to 8 weeks after the original incident to agree suitable alternative arrangements for the recovery or disposal of the Relevant Vehicle. If we have no agreement after 8 weeks, we will consider the Authorised Driver has authorised it to dispose of the Relevant Vehicle.
2. Recovery where the Relevant Vehicle only needs minor or inexpensive repairs, we may agree vehicle collection in these circumstances if repairs cannot be completed by the Authorised Driver's booked return date.
3. Recovery where the local garage can complete repairs before the Authorised Driver's return date.
4. Any losses resulting from delay in recovering the Relevant Vehicle.

5. If the garage dismantles the Relevant Vehicle for repairs, which are then halted for any reason, neither we, nor the garage will accept responsibility for any parts returned in the Relevant Vehicle.
6. The cost of transit risk insurance. The Authorised Driver should contact the Relevant Vehicle's motor vehicle insurers to ensure the Authorised Driver have any such cover required.
7. Transportation costs for a repaired Relevant Vehicle.
8. Separate transportation costs for personal effects/goods/vehicles/boats or other waterborne craft carried in or on the Relevant Vehicle/trailer. These remain the Authorised Driver's responsibility at all times.
9. Any repair costs after the Relevant Vehicle has been recovered to the Authorised Driver's Home or chosen garage in the UK.
10. Transportation of the Relevant Vehicle and/or its contents to a destination overseas.
11. Repatriation costs for the Authorised Driver or the Authorised Driver's party if nobody in the Authorised Driver's party is fit to drive. Any such arrangements must be made by the Authorised Driver's personal travel insurer.
12. Recovery costs for the Relevant Vehicle if nobody in the Authorised Driver's party is fit to drive.
13. Any request for reimbursement for vehicle collection costs where the overseas garage has not started the necessary repairs to put the Relevant Vehicle back on the road before the Authorised Driver returns Home.
14. Anything mentioned as not included under Section 1, Roadside Assistance and Emergency Repair.
15. Any matter excluded from the Hyundai Assistance in Europe General Terms and Conditions, for example, but without limitation, any emergency assistance required following breakdown where the need for such assistance arises in the circumstances specified in clause 4 of the Hyundai Assistance in Europe General Terms and Conditions.

NOTES

- a. When recovery of the Relevant Vehicle is arranged delivery of the vehicle may take 8–14 working days from Western European countries. At busy periods or from farther destinations, recovery may take longer.
- b. Before leaving the Relevant Vehicle for recovery, all valuables should be removed and anything left in the Relevant Vehicle must be safely stowed. There is no duty-free allowance on an unaccompanied vehicle being recovered – any dutiable items must be taken by the Authorised Driver.
- c. Keys, including those for trailers, caravans or roof boxes, should be kept in a safe place with the Relevant Vehicle, as Customs may need to unlock and inspect the vehicle(s).
- d. We must be notified of any arrangements to collect the Relevant Vehicle.

- e. The luggage in the Relevant Vehicle always remains the responsibility of the Authorised Driver and any items left with the vehicle for recovery are left at the Authorised Driver's own risk.
- f. The cost of recovery is limited to the current market value of the Relevant Vehicle (calculated with reference to recognised trade guide books and the UK market). If we have any doubt as to whether the Relevant Vehicle will be economic to repair we reserve the right to arrange a vehicle inspection.
- g. If the Relevant Vehicle has been involved in an accident which could be subject to a claim involving Authorised Driver's motor vehicle insurers, we reserve the right to obtain their formal agreement before we arrange the recovery of the Relevant Vehicle and to negotiate with them to reclaim a proportion of the costs incurred.

Hyundai Assistance in Europe General Terms and Conditions

1. THE PROVISION OF ANY ELEMENT OF SECTIONS 3, 4 AND 5 OF HYUNDAI ASSISTANCE IN EUROPE IS SUBJECT TO OUR ABSOLUTE DISCRETION.
2. While we seek to arrange or provide the benefits under Hyundai Assistance in Europe at all times, this may not always be possible – for example, when we are faced with circumstances outside our reasonable control, such as (without limitation) extreme weather conditions, local customs or practices, local or national fuel shortage, civil unrest, equipment or systems failure or any form of industrial action which prevents, restricts or otherwise interferes with the production of goods or the provision of services.
3. We, our employees or agents, shall not be liable for any loss or damage caused by us, our employees or agents where, and to the extent that:
 - a. there is no breach of a legal duty owed to the Authorised Driver or the Authorised Driver's Party by us or our employees or agents or sub-contractors;
 - b. such loss or damage is not a reasonably foreseeable result of such breach;
 - c. any such loss or damage or increase in the same, results from any breach or omission by the Authorised Driver or member of the Authorised Driver's Party.

We, our sub-contractors, service providers and their employees and agents or sub-contractors, shall not in any event, be liable for losses relating to any business interests the Authorised Driver or a member of the Authorised Driver's Party may have including, without limitation, lost data, lost profit, loss of opportunity or of business or for business interruption, lost contracts, revenue or anticipated savings.

Please note the Limitations of Service regarding the nature of our relationship with the third party service providers.

For the avoidance of doubt, nothing in this clause or these Terms and Conditions shall exclude or restrict our liability for negligence resulting in death or personal injury.

4. We have the right to refuse to provide service where we consider that the Authorised Driver or any member of the Authorised Driver's Party is behaving or has behaved in a threatening or abusive manner to our employees, patrols or agents (or those of our sub-contractor), or to any third party contractor and we reserve the right to invalidate entitlement to Hyundai Assistance in Europe at any time if, in its opinion, the Authorised Driver have misused services provided by Hyundai Assistance in Europe.
5. If we do not enforce or rely upon any of these terms and conditions on a particular occasion or occasions, this does not prevent us from subsequently relying on or enforcing them.
6. None of the terms and conditions, or benefits, of, or under, this agreement with us are enforceable by any third parties except that paragraph 3 may be enforced by our sub-contractor or service providers. For the avoidance of doubt, and without limitation to the generality of the foregoing, any rights under The Contract (Rights of Third Parties) Act 1999, or any replacement thereof, are hereby excluded. Nothing in these terms and conditions shall create a contractual relationship between the Authorised Driver and Hyundai's chosen service provider or its agents or sub-contractors.
7. The headings used in these terms and conditions are for convenience only and shall not affect the interpretation of its contents.
8. The laws of England and Wales will apply to these terms and conditions and they are subject to the non-exclusive jurisdiction of the English courts.
9. If at the time of using Hyundai Assistance in Europe the Authorised Driver has any policy covering such risks, we are entitled to contact the Insurer for a contribution.
10. We are not obliged to arrange transport for any animal. The Authorised Driver is responsible at all times for the alternative arrangements for its transport and accommodation.
11. Hyundai Assistance in Europe is provided on the basis that it will run concurrently with and is conditional upon Hyundai Assistance in the UK being operative and valid.
12. Nothing in these terms and conditions shall affect the statutory rights of the Authorised Driver as a consumer.

Whilst we make every effort to guarantee costs within the benefits on behalf of the Authorised Driver, there will be occasions when we will ask the Authorised Driver to pay the bill locally and seek reimbursement of agreed costs when the Authorised Driver returns Home. Requests for reimbursement should be notified within 31 days of the Authorised Driver's return Home. To obtain a form, please telephone 01256 493580.

Please quote Hyundai Assistance in Europe and any additional reference you may have been given by our Operational staff. Please return the completed form urgently to us, with original receipts and schedule of insurance.

Note: We use fixed exchange rates for the Euro. Requests for reimbursement of expenses incurred in this currency will be settled at the fixed rate.

Conditions

1. The Authorised Driver should notify us of any expenses they wish to recover within 31 days of the Authorised Driver's return Home.
2. We will not accept any alterations to these terms and conditions, unless a duly authorised official of ours has confirmed changes in writing.
3. If we guarantee costs on the Authorised Driver's behalf, the Authorised Driver must repay us on demand for any expenses not included by Hyundai Assistance in Europe. We will not settle any request for reimbursement of costs the Authorised Driver paid until the Authorised Driver have repaid us in full.
4. We may pay the Authorised Driver our full liability under Hyundai Assistance in Europe at any time, and once we have done so, no further payments will be made. The benefit limits for each section and overall benefit limit show the maximum payable for one trip, irrespective of the number of incidents during the Trip.
5. If the Authorised Driver or anyone acting for the Authorised Driver deliberately makes a false use of Hyundai Assistance in Europe or statement, the Hyundai Assistance in Europe will become invalid and we will not make any payments.
6. We will not cover any payment which the Authorised Driver normally would have made during the Trip, if nothing had gone wrong.
7. We will not be responsible for anything excluded under Hyundai Assistance in Europe Terms and Conditions.
8. The Authorised Driver must obtain any original certificates, information, evidence and receipts required by us at the Authorised Driver's expense.
9. If, at the time, there is any insurance policy covering the same risk, we are entitled to contact the insurer for a contribution.
10. The Authorised Driver must do all that he or she can to keep the Authorised Driver's costs as low as possible and to prevent loss, theft or damage.
11. In the event of the Authorised Driver's intended method of travel and/or route being unavailable, the Authorised Driver and the Authorised Driver's Party must take suitable steps to travel by the most reasonable alternative method or route.

How to make a claim

If You wish to make a claim under the terms of this policy You should contact the telephone number below, quoting Your name, Vehicle Registration Number and you have used Hyundai Assistance. If You called for assistance when You were overseas and have been given a

reference number by the Hyundai Assistance Centre, please advise that number as well.

The claim form should be completed and returned within 31 days of Your and The Party's return from overseas, together with all receipts, accounts and any other relevant supporting documentation e.g. garage invoice, hotel account.

Please telephone 01256 493730 Option 6 and ask for a claim form.

Or write too

Overseas Assistance Accounts (Hyundai Assistance)
The AA
Fanum House
Basingstoke
Hampshire
RG21 4EA

Disputes

Every effort is made to ensure that the best possible standard of service is provided. However, if You have any complaint regarding your claim for overseas assistance, You should write to:

To: Member Relations, The Automobile Association, Lambert House,
Stockport Road, Cheadle, Cheshire, SK8 2DY
Email: customersupport@theAA.com
Tel: [0344 209 0556](tel:03442090556)
Fax: 0161 488 7544

Should you remain dissatisfied You may refer the matter to arbitration. The arbitrator shall be appointed by the parties in accordance with the appropriate Statutory Provisions at that time being in force.