

## Apia Roadside Assist - Terms and Conditions

On the road, driving hazards and motoring problems can happen. Apia Roadside Assist is a dedicated roadside assistance service for your car and is provided by Digicall Assist Pty Ltd, one of Australia's largest premium roadside assistance providers, 24 hours a day, 365 days a year.

### Need assistance? Apia Roadside Assist is here to help

Call Apia Roadside Assist on **1800 814 578** and have your car's registration number and your best contact phone number handy. We'll also ask you where your car is and what's happened to it.

### Safety first

If your car has broken down in a hazardous location, please tell us when you call us, and ensure you aren't exposed to danger from passing traffic.

### Stay with your car

Once you've called us, it's vital that you remain with your car. If our provider arrives at the scene of the breakdown and your car is unattended, we will be unable to carry out any work and payment may be required for any subsequent callouts for the same incident. If you have to leave your car for safety reasons, please tell us when you call.

### Apia Roadside Assist benefits and conditions

#### Roadside assistance

Where we can and it is safe to do so we will arrange for the rectification of the most common breakdown related problems, including inflation of a flat tyre, replacement of a flat tyre with your car's serviceable spare and jump-starting of a flat battery. Where appropriate, we may provide you with practical tips or advice, on a reasonable endeavours basis, in relation to simple car operation, any safety warnings or lights that may appear or practical information about your car. However, if major parts or factory diagnostic equipment is required, your car will be transported to the Nearest Repairer. The cost of repairs, including labour and any required parts, will then be your responsibility.

#### Flat batteries

If your car's battery is flat we will jump start it or arrange a replacement battery if required. Whilst we do not cover the cost of the replacement battery, we can arrange for one to be supplied as part of our service.

#### Emergency fuel

If your car runs out of fuel we will arrange for the delivery of enough fuel to allow you to reach the nearest petrol station. If you drive an LPG fuelled car, we will tow your car to the nearest petrol station or nearest place of safety (see Towing). The fuel delivery is free. The maximum value of fuel provided is \$10.

#### Flat tyres

If you have a flat tyre, we will change it with your car's serviceable spare wheel or transport your car to an approved tyre outlet or nearest place of safety (see Towing). Should additional services be required, these services will be your responsibility.

#### Lost or locked keys

Where your car's key has been lost (but not stolen), or has been locked inside your car, we will contribute up to \$75, by reimbursement, to either arrange for the spare key to be delivered or arrange for a locksmith to attend.

In the event you insist that your car be broken into, to recover keys locked inside it or for any other reason, we will not, under any circumstances, be responsible for any resultant loss or damage that occurs to your car. This break-in service may not be offered by each of our providers.

#### Towing

If the car cannot be mobilised on the roadside, we will tow it to the Nearest Repairer as soon as practical. Towing is provided free of charge up to 20km from the breakdown location within a capital city or major town, or up to 50km from the breakdown location in a regional area. Please note that all additional towing costs and any repair costs (not described in 'Roadside assistance' above) are your responsibility, and are payable at the time of the service.

#### Help with organising the tow of your caravan and trailer

In the event that your car is towed after a breakdown and it had been towing your caravan or trailer, where our service provider offers this service, we can assist you in organising the tow of your caravan or trailer, to the same location as your car or to the nearest place of safety. If you need this assistance, you must tell us at the time of the original breakdown call that you're towing. There is **no cover** for any towing fee under this section; we only help with organising the tow, e.g. making phone calls. We may only assist with organising the towing of a caravan or trailer that weighs up to 2.75 tonnes.

#### What Apia Roadside Assist doesn't cover

##### We do not cover cars that are:

- unregistered, or not in a roadworthy or well maintained condition
- unattended unless organised at the time of arranging our assistance
- not registered on our system or over 2.75 tonnes

- involved in any way in any form of racing or motor sports
- modified, large or heavy enough to require a specialist or heavy haulage towing provider
- operating as taxis, limousines, rental or hire cars (including any hire car provided to you by Apia) or for any other commercial use that's not covered by your Apia policy
- immobile in a workshop while being repaired or undergoing mechanical or electrical repairs at your premises
- located in a restricted access area except where we can enter the premises and you are willing to cover any associated costs
- located in an area that a two wheel drive recovery car cannot access by permanent road within, or from, mainland Australia or Tasmania.

##### We do not cover service calls that are the result of:

- accident damage, break-in or attempted break-in of your car
- failure to use reasonable care, e.g. repeatedly/intentionally running out of fuel
- failure to carry out regular preventative car maintenance
- inappropriate or inadequate maintenance or repair, whether intentional, negligent or otherwise, e.g. not replacing a failing battery
- incorrect fuel or contaminated fuel added to the fuel tank
- car owner or driver related faults including pre-existing faults
- not following the instructions of your car's manufacturer, repairer, Apia or us
- inappropriate or incorrect fitting of parts or accessories
- breakdowns that arise from any attached caravan or trailer or their couplings.

##### We won't provide our service when:

- **less than 48 hours has passed since you purchased or added Apia Roadside Assist to your insurance policy**
- there are inadequate resources in the area where your car has broken down, for example where there are no tow trucks or repairers available
- circumstances are beyond our control, such as extraordinary delays caused by extreme weather conditions, a severe accident or traffic congestion
- unexpected or disruptive events such as war, strikes, storms or other such unexpected events that prevent us from assisting you.

##### Your responsibility for costs:

You are responsible for all costs of parts, labour and any other associated costs relating to the management and repair of your car after a breakdown whether the repairs are carried out by the Nearest Repairer or otherwise.

Except for any rights to which you are entitled by law, we will not be liable for any indirect or consequential loss or damage that arises from providing or failing to provide any of our benefits or services, whether arising from negligence or otherwise. We assume no responsibility for any advice or assistance given by an independent service provider for the services provided to you under this Apia Roadside Assist benefit.

##### Definitions

The following words have these meanings throughout this document.

**Accident:** your car is damaged by impact or collision or malicious act of any nature, or attempted or actual theft or break-in.

**Breakdown:** a failure of your car which has caused it to be immobilised or become un-roadworthy or unsafe to drive in transit, due to mechanical or electrical fault. This can also be a flat tyre, flat battery, or circumstances where your car has run out of fuel or its key has been locked inside it or has been lost (but not stolen).

**Nearest Repairer:** a repairer who is near to your breakdown location and who we believe may be able to undertake workshop repairs to your car.

**Restricted access area:** an area that is protected by security and/or other systems designed to prevent access to unauthorised people or vehicles, and includes areas which we do not have permission to enter (for example airports, sporting venues, protest or concert sites, or certain business premises).

**Car:** the car to which your purchased Apia Roadside Assist benefit applies, as shown on your most recent Apia insurance Certificate.

**We, Us, Our:** Digicall Assist Pty Ltd.

**You, Your:** the person or people shown as the insured on your most recent Apia insurance Certificate for your car.

##### Transfer or cancellation of your Apia Roadside Assist benefit:

This benefit is not transferable and cannot be removed from the period of insurance once purchased. If you sell your car or cancel your Apia insurance policy, your cancellation rights are otherwise explained in your Apia Car Advantage PDS. Digicall Assist Pty Ltd does not provide any refund directly.

##### Important information

These terms and conditions are dated 27 March 2015.

Apia Roadside Assist is provided by Digicall Assist Pty Ltd.