



Anywhere you are.

WEX Motorpass Roadside Assist Terms and Conditions

Current as at 24 April 2015

Using WEX Motorpass Roadside Assist

WEX Motorpass Roadside Assist offers a reliable and secure Roadside Assistance membership 24 hours a day, 365 days a year. To access WEX Motorpass Roadside Assist, simply call us on 1800 803 359. Please have the following information ready when you call:

- Your name and telephone number
- Your breakdown location (stating the nearest cross street where possible)
- Your vehicle registration number
- Your WEX Motorpass Roadside Assist membership number and expiry date / Vehicle Identification Number (VIN)
- A description of the problem

Who is the Roadside Assistance Provider?

WEX Motorpass Roadside Assist is provided by AGA Assistance Australia Pty Ltd ABN 52 097 227 177 trading as 'Allianz Global Assistance'. Whenever you request roadside assistance under the arrangements available to you as a WEX Motorpass Roadside Assist member, you will be making that request to Allianz Global Assistance. Your WEX Motorpass Roadside Assist services will be provided on the Terms and Conditions set out below, which contain exclusions and limitations. Your membership is for a period of 12 months unless otherwise stated.

Eligibility Criteria

In order to be eligible for roadside assistance, your vehicle must be a roadworthy well maintained vehicle. If your vehicle is not a roadworthy well maintained vehicle, we may still arrange a roadside assistance provider to service your callout but we will inform you of the cost that will be charged to provide you with assistance. This cost will be your responsibility. Additionally, your vehicle must be mobile at the time that your membership commences. If your vehicle is not mobile, a service fee is charged when a new roadside assistance policy is established and assistance is required within the initial 48 hours or if the vehicle has a pre-existing condition requiring assistance. The service fee is \$150.00 (inc. GST) and is charged in addition to your annual premium. The service fee covers the initial callout of the roadside assistance provider and a case management fee. You will not be able to access any other entitlements under your policy for pre-existing conditions and/or for any incident that occurs within the initial 48 hours from purchasing your policy. Note, the standard limits set out in these terms and conditions (such as for towing) also apply.

Please stay with your vehicle

Once assistance has been called, it is important that you remain with your vehicle if it is safe to do so. Should a WEX Motorpass Roadside Assist service provider arrive at the scene of the Breakdown and the vehicle is unattended, we will be unable to carry out any work and payment may be required for any subsequent callout to assist with the same incident. If you require assistance and have to leave your vehicle for safety reasons, please advise the WEX Motorpass Roadside

Assist customer service assistant at the time of the initial call.

Tele-Assist

Once our Customer Service Assistant receives your call, WEX Motorpass Roadside Assist will provide general advice about the operation of your vehicle. If your vehicle is immobilised, we will provide an over the phone diagnosis (where possible) to get your vehicle mobilised.

Roadside Assistance

If our Customer Service Assistant is unable to assist you over the telephone, we will dispatch a service provider, up to 40kms in Metropolitan locations or up to 100kms in Regional and Remote locations. We will arrange a minor roadside mechanical repair of your immobilised vehicle to facilitate the immediate mobilisation of the vehicle. It does not include workshop repairs which may require diagnostic equipment, parts or repairs and does not include servicing of the vehicle. We will only pay up to the limit of \$20 (inc. GST) for the costs of items such as hose clamps, light bulbs, coolant top-ups, nuts, bolts and the like to get your vehicle back on the road. Any additional costs beyond this limit will be your responsibility.

Flat or Faulty Batteries

Flat batteries can occur. If you find yourself immobilised with a battery problem, we will attend to your vehicle, test the battery for performance, jump start the flat battery and coordinate battery replacement if required. The cost of the replacement battery will be charged to you. The replacement battery comes with a three (3) year warranty. If the battery fails at any time in this period, the WEX Motorpass Roadside Assist service provider will replace the battery at no charge to you.

Emergency Fuel Delivery

If your vehicle runs out of fuel, we will deliver sufficient petrol or diesel fuel for the vehicle to travel to the nearest available refuelling facility (maximum 5 litres). In the case of LPG fuelled vehicles, we will tow the vehicle to the nearest re-fuelling facility, up to 40kms in Metropolitan areas, and up to 100kms in Regional and Remote locations.

Flat Tyres/Damaged Wheel

If you find yourself with a flat tyre, we will change it with your serviceable spare tyre, or if necessary; transport the vehicle to an approved tyre outlet. Please tell us if more than one tyre is flat or locking wheel nuts are fitted to the vehicle as this may hinder the supply of our service. We are only liable to replace one flat tyre with your vehicle's serviceable spare tyre. Should additional services be required beyond this due to multiple flat tyres, the spare tyre being unserviceable, replacement wheel studs/nuts not being available or locking wheel nut key not available, towing is provided up to the towing limits specified.

Lost or Locked Keys

If you lose your keys or lock them in your vehicle, we will provide all reasonable

assistance (subject to proof of ownership shown) to

- locate and deliver a spare key or
- arrange for the driver to retrieve the spare key or
- gain access to your vehicle, once a consent and indemnity form has been signed by you.

We will choose the option that best suits the situation and advise you. A limit of \$150 (inc. GST) per incident applies. Any amount charged in excess of this limit is your responsibility.

Towing/Transportation

If the vehicle cannot be mobilised at the Breakdown location and/or requires electronic diagnosis, we will arrange to have the vehicle towed to your preferred repairer within the towing limits specified below.

Towing Limits

Towing is provided up to a limit of 40kms from the Breakdown location in Metropolitan locations or up to 100kms from the Breakdown location in Regional and Remote locations. All additional towing costs including subsequent tows are your responsibility. If your vehicle requires a heavy haulage tow vehicle due to height, width or length, we can coordinate the towing or recovery, however the cost will be your responsibility.

Caravan & Trailer Assistance

Should your vehicle be immobilised and require towing, the caravan or trailer attached will be transported to the same repairer or a closer convenient safe location (towing limits apply). This service does not extend to breakdown related matters associated to the caravan or trailer itself. Any costs incurred outside of the towing limits will be your responsibility.

Bogged Vehicle

We will, at your cost, attend and recover your vehicle from a bogged situation provided that access is available to a conventional two wheel drive recovery vehicle and no other specialist equipment is needed.

Taxi

If your vehicle cannot be mobilised due to a breakdown and must be transported to the nearest recommended repairer, we will provide one taxi ride per incident, to a maximum value of \$25.00 (inc. GST) so you and your passengers can continue your journey to the nearest town or within the same city where the breakdown occurred.

Hotel Accommodation Assistance

Should your vehicle be immobilised due to a mechanical Breakdown and you require overnight accommodation, WEX Motorpass Roadside Assist can coordinate the accommodation booking for you. All accommodation and associated costs will be your responsibility.

Rental Vehicle Assistance

Should a mechanical Breakdown occur and the vehicle be immobilised more than 100kms from home and for longer than 24 hours, WEX Motorpass Roadside Assist

will coordinate a rental vehicle on your behalf. You will be responsible for all costs including daily rental rate, fuel costs, toll charges, insurance excess reduction, excess kilometre charges, any traffic infringements, any damage and any excess or insurance waivers on the rental vehicle. Rental vehicle benefits cease on the day the vehicle has been repaired.

If the driver's licence history or age will not allow the rental company to provide a hire car, the provision of alternative transport in lieu of a rental car will be arranged, with all costs being your responsibility.

If a rental bond cannot be provided by the driver at the time of securing the hire car, provision of the hire car will be at the discretion of the rental company. WEX Motorpass Roadside Assist will not provide the rental bond.

Alternative Transport Assistance

Should hotel accommodation or rental vehicle be unavailable following a mechanical or electrical failure which has immobilised your vehicle, we will coordinate alternative transport on your behalf. All costs associated with this service will be your responsibility.

Legal Advice

Telephone legal advice is available from one of our preferred legal firms for preliminary advice on any matter involving the use or ownership of your vehicle. Advice is confidential and there are no consultation fees or telephone charges. It is for telephone legal advice only and does not extend to written advice, preparation of briefs or personal interviews.

Medical Advice

Urgent medical advice provided by a qualified nurse or doctor is available 24 hours a day. Medical advice will also be extended to any direct family members if they are travelling with you or if they are at Home while you are travelling. You will be responsible for all associated medical costs.

Urgent Message Relay

As a result of a Breakdown or Accident, WEX Motorpass Roadside Assist will relay urgent messages to your family, friends or business associates likely to be affected or concerned by the disruption or the delay.

Accident Coordination

If your vehicle is involved in an accident or is stolen, we can provide you with the necessary advice on procedures to follow and arrange alternative transport to get you home. Please note, that the costs of towing, alternative transport or accommodation following an accident or theft, are your responsibility and you should notify your insurance company as soon as possible regarding the costs.



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Current as at 24 April 2015

Exclusions and Limitations

1. WEX Motorpass Roadside Assist is not available to WEX Motorpass 'driver only' Cardholders (Cards that only contain the Cardholder name only and are not linked to a vehicle).

2. We will not be responsible or liable for any additional or increased costs and expenses incurred as a result of the vehicle being in a remote location.

3. Subject to any applicable statutory consumer guarantees under the Australian Consumer Law and except to the extent caused by the negligence of WEX Motorpass Roadside Assist or its agents or service providers, WEX Motorpass Roadside Assist is not required to provide the roadside assistance services and will not be responsible or liable for any costs and expenses (or any increased costs or expenses) incurred in connection with or as a result of:

- a) the vehicle not being registered on the WEX Motorpass Roadside Assist system where customer data is stored;
- b) the vehicle being over 3.5 tonnes (GVM);
- c) the vehicle being unregistered;
- d) the vehicle being outside a service area;
- e) the vehicle being unattended;
- f) the vehicle being involved or connected to any form of motor sports (including driving on a racetrack or competing in organised road or off-road rallies);
- g) vehicle abuse or neglect by the member (as reasonably determined by WEX Motorpass Roadside Assist);
- h) the member failing to use reasonable care with the vehicle;
- i) failure by the member to conduct regular preventative vehicle maintenance or provision of inappropriate repair or maintenance to the vehicle;
- j) repeated service calls due to member related faults;
- k) failure by the member to comply with any instructions or directions provided with or attached to the vehicle;
- l) accident damage, any damage arising from or caused by an impact or collision or accidental damage of any nature, any attempted or successful theft or break-in of the vehicle (but excluding the provision of and cost of providing any accident-related services which WEX Motorpass Roadside Assist agrees to arrange or provide);
- m) failure by the member to comply with instructions reasonably provided by WEX Motorpass Roadside Assist or its agents or service providers;
- n) failure by the member to comply with any applicable road laws or regulations;
- o) caravans or trailers;
- p) bogged vehicles, except where access is available and is trafficable by a two wheel drive recovery vehicle and no other specialist equipment is necessary. Should specialist equipment and/or towing become necessary, additional

- costs are your responsibility. Drivers will be advised of this condition prior to attendance by WEX Motorpass Roadside Assist's service provider and provision of service is at our discretion;
- q) vehicles operating as taxis, limousines, rental vehicles, hire vehicles;
 - r) heavy haulage vehicles or vehicles that, in our opinion, require a heavy haulage towing provider due to the length, width or height of your vehicle.

Where WEX Motorpass Roadside Assist incurs costs under item 2, the member will be responsible for the cost and must make payment in the amount and manner advised by WEX Motorpass Roadside Assist.

4. The provision of service under the WEX Motorpass Roadside Assist is also subject to:

- resources available in the area of breakdown;
- any circumstances beyond our control (including but not limited to extraordinary delays caused by extreme weather conditions such as snow fall and flooding);
- areas being trafficable by a two-wheel drive recovery vehicle;
- severe vehicle accident or traffic congestion;
- restricted access area requirements;
- circumstances reasonably considered to be a force majeure event.

5. We have no obligation to pay for costs incurred in service calls where your vehicle is immobile in a workshop undergoing repairs, or undergoing mechanical or electrical repairs at your premises. We are not responsible or liable for any costs arising from work carried out by a recommended repairer, and all repairs and costs for repairs undertaken by the repairer are your responsibility.

Transferring your Membership

Your WEX Motorpass Roadside Assist membership is fully transferable to the new owner of the vehicle at any time during the membership period. Please contact us on 1800 803 359 to notify us of this change of ownership and transfer of policy requirement. You may choose to cancel your WEX Motorpass Roadside Assist membership at any time; however no refund will be given to you merely because you decide you do not want the membership. Should you choose to cancel your WEX Motorpass Roadside Assist within 12 months, when paid on monthly instalments, and do not transfer the policy to another member, you will be charged for the balance of the annual membership fee.

Australian Consumer Law

Despite anything contained in these Terms and Conditions, the Australian Consumer Law (ACL) gives you statutory rights including guarantees and remedies that cannot be excluded or modified by these Terms and Conditions. The ACL guarantees and remedies include (depending on the type of failure, fault, or defect) repair or

replacement, a refund, compensation for reasonably foreseeable loss or damage, or a resupply of services if the goods or services do not meet the standards required by the ACL.

Privacy

To arrange and provide your roadside assistance including any renewals, and to manage your and our rights and obligations arising from or in connection with the roadside assistance including any disputes, we (in this Privacy Notice "we", "our" and "us" includes AGA Assistance Australia Pty Ltd trading as Allianz Global Assistance, its agents and representatives) collect personal information from you and those authorised by you such as motor vehicle dealerships, vehicle manufacturers, fleet management companies, financial institutions, your agents and representatives, as well as from our agents and others we consider necessary. Apart from providing the roadside assistance and for related purposes such as to provide renewals, for handling disputes, and for recovery against third parties, we also collect, use, and disclose your personal information for product development, marketing and promotions, research, IT systems maintenance and development, and for other purposes with your consent or where authorised by law. For more information about our handling of personal information, including further details about access, correction and complaints, please see our privacy policy available on request or via www.allianz-assistance.com.au.

Definitions

In these terms and conditions, the following words have the following meanings:

- **accident or accidental damage:** a vehicle involved in or damaged by impact or collision or accident of any nature (including damage to the vehicle's tyres and/or rims), or by attempted or successful theft or break in to the vehicle.

- **Allianz Global Assistance:** AGA Assistance Australia Pty Ltd

- **breakdown:** mechanical or electrical fault which has caused the vehicle to be immobilised or become unsafe to drive (whether in transit or otherwise). Breakdown can also include a flat tyre, flat or faulty battery, a vehicle which has run out of fuel or keys which have been locked in the vehicle or lost.

- **callout:** WEX Motorpass Roadside Assist provided by an Allianz Global Assistance Customer Service Assistant over the telephone or, if the Allianz Global Assistance Customer Service Assistant is unable to get your vehicle mobilised over the telephone, attendance at your vehicle (subject to these WEX Motorpass Roadside Assist Terms and Conditions).

- **emergency mechanical repair:** a minor roadside mechanical repair of an immobilised vehicle to facilitate the immediate mobilisation of the vehicle. It does not include workshop repairs which may require diagnostic equipment, parts or repairs and does not include servicing of vehicles.

- **home:** your home or business address as

registered on the WEX Motorpass Roadside Assist system.

- **"immobilised"** has the corresponding meaning such as from a breakdown, vehicle bogged, keys locked in, or from any other cause.

- **member:** the person who holds the WEX Motorpass Roadside Assist membership and includes any person authorised by the member to drive the member's vehicle during the currency of the membership.

- **mobilise, mobilised:** able to be readily moved or driven as intended under normal conditions.

- **WEX Motorpass Roadside Assist:** a service provided by AGA Assistance Australia Pty Ltd.

- **pre-existing condition:** any condition or defect requiring assistance (including callout assistance) or which generates assistance to be required which was apparent or reasonably suspected prior to purchasing the policy.

- **recommended repairer:** a repairer recommended by WEX Motorpass Roadside Assist to undertake workshop repairs to your vehicle (subject to these WEX Motorpass Roadside Assist Terms and Conditions).

- **restricted access area:** an area that is protected by security and/or other systems designed to prevent access by unauthorised people and includes areas that WEX Motorpass Roadside Assist does not have permission to enter (including but not limited to airports, sporting venues, protests, airports, and concerts).

- **roadworthy well maintained vehicle:**

a vehicle that has all safety-related components maintained in a manner that makes it safe to drive on the road and is maintained and serviced by qualified personnel to ensure performance is maintained.

- **service area:** an area in mainland Australia, Tasmania, Phillip Island and any other area that is trafficable by a two-wheel drive recovery vehicle or an island that is accessible by a two wheel drive vehicular bridge (excludes ferries).

- **service fee:** the service fee is a \$150.00 (inc. GST) amount effective October 2013. The service fee covers the initial callout of the roadside assistance provider and a case management fee. All other items are at additional customer cost.

- **service provider:** a mobile mechanic, tow truck operator or other roadside assistance provider nominated by WEX Motorpass Roadside Assist.

- **serviceable spare:** a wheel and tyre that is ready and able to be fitted to your vehicle to mobilise your vehicle after changing a flat tyre.

- **vehicle:** the vehicle nominated by the member to receive the WEX Motorpass Roadside Assist.

- **we and us:** AGA Assistance Australia Pty Ltd, our employees, agents, contractors, and related companies.

- **you or your:** the WEX Motorpass Roadside Assist member and any person authorised by the member to drive the member's vehicle.