

# PEUGEOT ROADSIDE ASSIST

1800 643 998

Terms & Conditions – December 2015



## TERMS AND CONDITIONS

You should carefully read and agree to these Terms and Conditions as your PEUGEOT Roadside Assist will be provided on these Terms and Conditions which contain exclusions and limitations. By making a request for Roadside Assistance, you will be agreeing to these Terms and Conditions. This document is current as at 1<sup>st</sup> December 2015 but is subject to change at any time without notification.

## PEUGEOT ROADSIDE ASSIST IN DETAIL

Using PEUGEOT Roadside Assist offers reliable and secure Roadside Assistance 24 hours a day, 365 days a year within the limits set out in these Terms and Conditions. To access PEUGEOT Roadside Assist, simply call us on 1800 643 998. 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 PEUGEOT Roadside Assist card with membership number on hand
- Your Vehicle registration number
- A description of the problem

## STAYING 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 PEUGEOT 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 PEUGEOT Roadside Assist Customer Service Assistant at the time of the initial call.

## ELIGIBILITY CRITERIA

As a pre-condition to being eligible for PEUGEOT Roadside Assist, your Vehicle must have been sold and distributed by PEUGEOT Australia and must be a Roadworthy Well Maintained Vehicle. Additionally, your Vehicle must also be mobile prior to becoming a PEUGEOT Roadside Assist Member. If your Vehicle is not a Roadworthy Well Maintained Vehicle, a PEUGEOT Roadside Assist Service Provider may still attend to your call, but they will inform you as to how much it will cost to provide assistance. This cost will be your responsibility.

## TELE – ASSIST

Once our Customer Service Assistant receives your call, PEUGEOT 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, PEUGEOT Roadside Assist will dispatch a Service Provider who 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. You will be responsible 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.

## 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.

## EMERGENCY FUEL DELIVERY

If your Vehicle runs out of fuel, PEUGEOT Roadside Assist will deliver sufficient petrol or diesel fuel (to a maximum of 5 Litres) for the Vehicle to travel to the nearest available refuelling facility. In the case of LPG fuelled Vehicles, PEUGEOT Roadside Assist will tow the Vehicle to the nearest refuelling facility within the towing limit set out below.

## FLAT TYRES

If you find yourself with a flat tyre or damaged wheel, 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 below.

## 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 \$50 (inc. GST) per incident applies. Any amount charged in excess of this limit is your responsibility.

### TOWING/TRANSPORTATION

Where your Vehicle cannot be mobilised at the Breakdown location and/or requires electronic diagnosis, we will arrange to have the Vehicle towed to our nearest Approved Repairer. We are not responsible for any repair costs.

### 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.

### 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.

### TAXI

If your Vehicle is immobilised due to a Breakdown, we will coordinate a taxi booking for you and pay a maximum of \$50 (inc. GST) and this is payable by reimbursement. Any amount charged in excess of this limit will be your responsibility.

### RENTAL VEHICLE

Should a mechanical breakdown occur and the Vehicle be immobilised more than 100km from home and for longer than 24 hours, PEUGEOT Roadside Assist will pay up to \$100 (incl GST) a day for up to four (4) days for a rental vehicle (maximum \$400). Any amount charged in excess of this limit will be your responsibility.

You will be responsible for all 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 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 at our discretion to the same maximum comparable hire car cost. 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. We will not provide the rental bond, but at our discretion, may provide alternative transport in lieu of a rental car to the same maximum comparable hire car cost.

### HOTEL ACCOMMODATION ASSISTANCE

If your Vehicle is immobilised due to a mechanical Breakdown more than 100kms by road from your Home and for longer than 24 hours, accommodation will be provided for a maximum of three (3) nights to a total maximum value of \$450 (inc GST), should you decided to remain with the Vehicle whilst it is being repaired locally, or if the Breakdown has occurred outside the hours when alternative transport could be arranged. Any amount charged in excess of this limit will be your responsibility. This benefit provides room only and excludes meals, phone calls, laundry, etc. Please note that if you claim the benefit for Hotel Accommodation Assistance, you are not entitled to claim Alternative Transport Assistance.

### ALTERNATIVE TRANSPORT ASSISTANCE

Should hotel accommodation or rental vehicle be unavailable following a mechanical or electrical failure which has immobilised your Vehicle, PEUGEOT Roadside Assist will coordinate alternative transport to a maximum of \$450 (inc. GST). This benefit cannot be used in conjunction with Hotel Accommodation Assistance and the entitlement is to either benefit not both.

### VEHICLE RELOCATION

Vehicle relocation will be provided where your Vehicle has a Breakdown lasting over 24 hours, being more than 100km from your Home and unable to be repaired on the same day. We will deliver your repaired Vehicle to your Home or intended destination if you have chosen to continue on your journey and you are more than 100km from an Approved Repairer.

### EXCLUSIONS AND LIMITATIONS

1. 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.
2. Subject to the statutory consumer guarantees and remedies available to you under the Australian Consumer Law and except to the extent caused by the negligence of PEUGEOT Roadside Assist or its agents or Service Providers, PEUGEOT 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 PEUGEOT Roadside Assist system where customer data is stored;
  - b) the Vehicle being unregistered;
  - c) the Vehicle being outside a Service Area;
  - d) the Vehicle being unattended;

- e) 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); Vehicle abuse or neglect by the Member (as reasonably determined by PEUGEOT Roadside Assist);
- f) the Member failing to use reasonable care with the Vehicle;
- g) failure by the Member to conduct regular preventative Vehicle maintenance or provision of inappropriate repair or maintenance to the Vehicle;
- h) repeated service calls due to Member related faults;
- i) failure by the Member to comply with any instructions or directions provided with or attached to the Vehicle;
- j) 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 PEUGEOT Roadside Assist agrees to arrange or provide);
- k) failure by the Member to comply with instructions reasonably provided by PEUGEOT Roadside Assist or its agents or Service Providers;
- l) Failure by the Member to comply with any applicable road laws or regulations;
- m) caravans or trailers;
- n) 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 a PEUGEOT Roadside Assist Service Provider and the provision of this service is at our discretion;
- o) Vehicles operating as taxis, limousines, rental vehicles, hire vehicles;
- p) heavy haulage Vehicles or Vehicles that, in our opinion, require a heavy haulage towing provider due to the weight, length, width or height of your Vehicle.

3. Where PEUGEOT Roadside Assist incurs costs under item 2 above, the member will be responsible for the cost and must make payment in the amount and manner as advised by us. Additionally, if any of those events result in more than 5 Callouts per year, PEUGEOT Roadside Assist will be entitled to suspend your membership by giving you 30 days prior written notice with an explanation of the decision.

4. Services provided by PEUGEOT Roadside Assist are also subject to:

- Resources being reasonably available in the vicinity of the Breakdown or problem;
- Any circumstance reasonably considered to be beyond our control (including but not limited to poor weather conditions such as heavy rain, cyclonic conditions, snow fall and flooding, as well as war, strikes, civil commotion, unexpected traffic conditions and telecommunication failures);

- Areas being trafficable by a two-wheel-drive recovery vehicle;
- Vehicle accident or traffic congestion;
- Restricted Access Area requirements.

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 Approved Repairer, and all repairs and costs for repairs undertaken by the repairer are your responsibility.

### 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 Australian Consumer Law.

### TRANSFERRING OF YOUR MEMBERSHIP

Your roadside assistance membership is fully transferable to the new owner of the Vehicle at any time during the membership period. Please contact us on 1800 643 998. You may choose to cancel your PEUGEOT Roadside Assist Membership at any time: however no refund will be given to you merely because you decide you do not want the Membership.

### PRIVACY

Your privacy is important to us. Any personal information you provide is used by us and our agents to arrange and provide your roadside assistance (including renewals) and to administer your and our rights and obligations arising from or in connection with the roadside assistance, including any disputes. Your personal information may be disclosed to third parties involved in the above processes and for related purposes, such as car manufacturers, roadside providers, tow truck operators, our agents and contractors, other roadside assistance providers, claims handlers and insurers, our lawyers, your agents and representatives and our related companies.

The use and disclosure of such personal information provided to third parties will be limited to the specific purpose for which it was supplied, except where we consider it necessary to use or disclose it for a related purpose and where we consider you would reasonably expect us to. When you give us personal information about other individuals, we and our agents rely on you to have made or make them aware:

- that you will or may provide their personal information
- to us;
- of the types of third parties to whom the personal information may be provided;

- of the relevant purposes we and the third parties will use it for;
- the parties to whom we and the third parties will disclose it to;
- how the other individuals can access it.

If it is sensitive information, we rely on you to have obtained the individual's consent on these matters. If you do not, you must tell us or our agents before you provide the relevant information. Please note, we record our calls for accuracy and quality assurance purposes.

You can seek access to and ask to correct your personal information by contacting us. If you do not agree to the above terms or will not provide us with personal information, we may not be able to provide you with the roadside assistance services.

### PEUGEOT ROADSIDE ASSIST'S PROVIDER

PEUGEOT Roadside Assist is provided by Digicall Assistance Pty Ltd. ABN 92 152 605 340 trading as 'Digicall Assistance'. Whenever you request PEUGEOT Roadside Assist under the arrangements made available to you as a PEUGEOT Roadside Assist Member, you will be making that request to Digicall Assistance.

### 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.

**Approved Repairer:** a PEUGEOT dealership, a servicing dealer or repairer that has been authorised and approved by PEUGEOT Roadside Assist to undertake workshop repairs to your Vehicle. PEUGEOT Roadside Assist is not responsible for any costs for work carried out by an Approved Repairer and all repairs and costs are your responsibility.

**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:** PEUGEOT Roadside Assist provided by a Customer Service Assistant over the telephone or, if PEUGEOT Roadside Assist's Customer Service Assistant is unable to get your Vehicle mobilised over the telephone, attendance at your Vehicle (subject to PEUGEOT Roadside Assist's Terms and Conditions set out in this document).

**Home:** Your home or business address as registered on the Roadside Assistance system.

**Member:** the person who holds the PEUGEOT Roadside Assist membership.

**PEUGEOT Roadside Assist:** a service provided by Digicall Assistance Pty Ltd.

**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 PEUGEOT Roadside Assist does not have permission to enter (including but not limited to airports, sporting venues, protests and concerts).

**Roadworthy Well Maintained Vehicle:** a Vehicle that is mechanically sound and otherwise fit to be operated and driven on Australian roads. The Vehicle will comply with the minimum safety and other standards required by Australian Road Transport and Safety laws and regulations and also be maintained and serviced by qualified personnel to the Vehicle manufacturer's recommended standards and specifications set out in the vehicle service booklet and instruction manual.

**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 Provider:** a mobile mechanic, tow truck operator or other roadside assistance provider nominated by PEUGEOT 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 PEUGEOT motor vehicle registered to receive the PEUGEOT Roadside Assist.

**We, Our and Us:** PEUGEOT Roadside Assist, Digicall Assistance Pty Ltd our employees, agents, contractors, and related companies.

**You and Your:** the PEUGEOT Roadside Assist Member.