



# Westpac Auto Assist Terms and Conditions

**These terms and conditions relate specifically to the Westpac Auto Assist optional benefit, which can be added to a full Westpac Vehicle Cover policy. This is an important document so please take the time to read this document and keep it in a safe place.**

**Your Westpac Home, Contents, Vehicle and Boat Cover Policy Document remains unchanged.**

## Definitions

**"Westpac Auto Assist"** means the vehicle breakdown service offered to a Westpac insurance customer who has full private motor vehicle insurance, as an optional extra and as described in these terms and conditions.

**"Callout"** means a Service Provider being deployed to provide Westpac Auto Assist.

**"Car"** means car, muscle car, sports car, classic car, four wheel drive, van or utility and does **not** mean bus, coach, caravan, converted vehicle, farm bike, homemade, kitset or replica, light truck, medium truck, motorcycle, motorhome, tractor, trailer, and vehicle with gross vehicle mass exceeding 3,500 kilograms.

**"Driver"** means the driver of the Vehicle.

**"Service Provider"** means the New Zealand Automobile Association and their appointed contracted service providers.

**"Vehicle"** means the Car insured by the Policy with Westpac Auto Assist.

**"Westpac Insurance"** or **"We"** means Lumley, a business division of IAG New Zealand Limited.

**"Westpac"** means Westpac New Zealand Limited.

**"You"** means the holder of the Policy.

## 1.0 Westpac Auto Assist

1.1 Westpac Auto Assist can be purchased by any Westpac Insurance customer with a Car insured under a Private Motor Vehicle 3A (full cover) Policy with Westpac Insurance ("Policy"). Westpac Auto Assist includes 3 complimentary Callouts in any 12 month period, subject to these terms and conditions. While there is no limit to the number of Callouts available, in any 12 month period, any additional Callouts once the 3 complimentary Callouts have been utilised will have to be paid for by the Driver. Westpac Auto Assist can be purchased at any time during the period of the Policy and will begin from the date Westpac Auto Assist is purchased and continue until the Policy annual review date. At this time, the service can be renewed for a further 12 months and the complimentary Callout limit will be reset.

1.2 Each of the 3 complimentary Callouts will cover the costs up to the value of \$150.00 (including GST) associated with attending the breakdown to get the Vehicle going again (excluding parts). Unless otherwise stated in these terms, if the total cost of attending the Vehicle exceeds \$150.00, including any Vehicle recovery costs, the Driver will need to pay the additional cost. The Driver must pay for any parts used during the Callout and for any parts, fuel or repairs when the Vehicle is on the premises of an automotive repairer. Where possible, the Service Provider will provide an estimate of any additional costs before they are incurred.

## 2.0 Westpac Auto Assist Services

2.1 The Service Provider will provide the Driver with the Westpac Auto Assist described in these terms.

## 3.0 Mechanical Breakdown Assistance

3.1 The Service Provider will, if practical, provide the Driver with advice over the phone to try to mobilise the Vehicle. If this is unsuccessful, the Service Provider will dispatch a technician to attend the Driver at the roadside. The Service Provider will attempt to mobilise the Vehicle by providing emergency or minor repairs at the roadside.

3.2 If the Service Provider cannot make the Vehicle mobile at the roadside following a mechanical breakdown, the Service Provider will recover the Vehicle to the Automobile Association or Motor Trade Association Authorised Repairer closest to the breakdown site.

3.3 If the Callout happens after the Authorised Repairer's opening hours, the Service Provider will, at no extra cost to the Driver, arrange appropriate recovery and Vehicle storage arrangements (where available) until the Vehicle can be delivered to the closest Authorised Repairer to the breakdown site.

## 4.0 Non-Mechanical Breakdown Assistance

4.1 The Service Provider will, at no extra cost to the Driver, replace a damaged or broken side window with a temporary flexi plastic side window to enable the Vehicle to be safely driven (available during certain hours and in certain locations only). The Driver will be then referred to the closest authorised Westpac Insurance supplier for any necessary glass repairs or replacement. The Driver will need to pay for any further glass repairs or replacement.

4.2 If the Driver is locked out of the Vehicle, the Service Provider will attempt to open the Vehicle subject to the Service Provider having satisfactory proof of the Driver's authority to drive the Vehicle. The Driver may be required to sign an indemnity releasing the Service Provider from any liability if damage is caused by the Service Provider's forced entry.

4.3 If a replacement key is required, the Service Provider will select and arrange for one of the following services:

- A locksmith to attend to make a replacement key (where possible and at the Driver's cost); or
- the Vehicle to be transported to a place of safety; or
- a replacement key to be couriered to the Driver within 24 hours (depending on the availability of courier services and at the Driver's cost).

4.4 If the Vehicle has a flat battery, the Service Provider will provide a battery boost and any other practical assistance at the roadside to start the Vehicle. Where the Vehicle cannot be made mobile at the roadside, recovery will be provided to the AA or MTA approved repairer nearest to the breakdown site.

4.5 If the Vehicle battery is faulty, the Service Provider will at its election, supply a replacement battery or offer the Driver a referral to AA Batteries to purchase a new battery. The new battery will be offered at a discounted rate and at the Driver's expense.

AA Batteries are located in Auckland, Wellington, Hawke's Bay and Christchurch.

4.6 The Service Provider will change a flat or damaged tyre/wheel with the Vehicle's serviceable spare tyre/wheel, as long as it is roadworthy and compatible with the other tyres/wheels on the Vehicle. If the spare is not serviceable, roadworthy or compatible, the Service Provider will recover the Vehicle to the closest facility able to supply and/or repair the tyre/wheel at the Driver's expense. If the damaged tyre is a run-flat tyre, the Service Provider will recover the Vehicle at the Driver's expense to the closest available repairer or place of safety.

4.7 If the Vehicle runs out of liquid fuel, the Service Provider will supply \$20.00 of liquid fuel

to the Driver to drive the Vehicle to the closest service station. The delivery of the fuel is free but the Driver will have to pay for the cost of the fuel itself. Where it is not possible or practical to provide liquid fuel, the Service Provider will recover the Vehicle to the closest service station.

4.8 If the Vehicle is out of LPG, Bio fuel or a non-liquid fuel, the Service Provider will recover the Vehicle to the closest facility to supply the LPG, Bio Fuel or other type of fuel. The Driver will need to pay the total cost for the recovery of the Vehicle and cost of the fuel.

4.9 If the Vehicle is immobile as a result of being incorrectly fuelled, the Service Provider will arrange for an approved fuel disposal specialist to attend at the roadside (if available). The Driver will need to pay the cost of any drainage. If the Vehicle cannot be drained, the Service Provider will recover the Vehicle to the closest place of safety (normal recovery limits apply).

4.10 If the Vehicle suffers a chipped, cracked or shattered windscreen, the Service Provider will arrange an AA Autoglass mobile windscreen repairer to attend the Vehicle. If there are no repairers available within the area at the time of the Callout, and the Vehicle is unsafe to be driven, then the Service Provider will arrange to have the Vehicle recovered to the closest windscreen repairer. The Driver or Westpac Insurance (subject to You making a valid claim against the Policy) will need to pay the costs of the glass repair and/or replacement.

4.11 The Service Provider will provide the Driver with reasonable assistance to get an urgent message to 'next of kin', assist with changing travel plans (including arranging a replacement vehicle at the Driver's expense), and informing accommodation providers of any changes if the Driver requires them.

4.12 The Service Provider may provide travel directions or directions to points of interest in New Zealand and if required send an SMS message advising of directions to the Driver's mobile phone.

4.13 The Service Provider may provide access to medical staff through a medical assistance programme. These services are provided via a network of qualified nurses with access to a pool of on call Doctors throughout New Zealand. The Driver will need to pay for any calls outs and any related charges. In the event of an accident, the Service Provider may activate emergency services, and provide further general information.

4.14 The Service Provider may provide the Driver with general, over the phone legal guidance on motoring issues to do with use of the Vehicle. The Service Provider may refer the Driver to a lawyer for further advice or professional representation. The Driver will need to pay for any such further legal advice.

4.15 If the Vehicle is involved in an accident or collision, the Service Provider will refer the Driver to Westpac Insurance for further assistance. If the Service Provider is called out as a result of an accident or collision, the Driver is responsible for any costs associated with the Callout.

## 5.0 Conditions of Westpac Auto Assist Services

5.1 Westpac Auto Assist will only be provided to Vehicles disabled on constructed roads/driveways that are legally and safely trafficable by conventional two wheel drive vehicles and/or the towing/recovery vehicle (where required) as determined by the Service Provider. If the Vehicle becomes disabled off a legally designated/formed public road (such as beaches, fields or creek beds), the Service Provider may be able to arrange recovery but the Driver will need to pay any costs associated with this recovery.

5.2 The Service Provider will provide Westpac Auto Assist if the Vehicle is stranded on a public road provided no special equipment such as power winches or extended cables are required. If special equipment is necessary to and/or if the Service Provider has to obtain any special equipment then any the Driver will need to pay any additional costs.

5.3 The Service Provider may alter and/or offer alternative assistance if a natural disaster places extraordinary demands on it. If a disabled Vehicle cannot be reached, (for example due to floods or slips, fire etc) the Service Provider will attempt to provide whatever alternative assistance is practical under the circumstances. Any assistance will be provided at the Service Provider's reasonable discretion and may incur additional costs to the Driver.

5.4 After a Callout is made the Driver must wait with the Vehicle until the Service Provider arrives. If the Service Provider finds the Vehicle:

- unattended, or
- without a current Warrant of Fitness and registration, or
- has been used for racing, pace-making, speed testing, reliability trials, competitions or off-road activities at the time of the breakdown

In this instance, the Callout will be cancelled and will be considered a Callout for the purposes of the Callout limit. If the Vehicle is unattended, the Driver must make another Callout to receive assistance.

## 6.0 Home Assistance

6.1 Assistance for Vehicles will be provided at a residential address in the same way as at roadside. However, during times of peak demand the Service Provider will give priority to 'at roadside' calls over that of 'at home' calls for assistance.

## 7.0 How to Get Assistance

7.1 The Driver must call the 0800 number in order to receive Westpac Auto Assist. The phone number will be answered 24 hours a day, 7 days a week. The Driver must quote the Vehicle registration number or the Policy number.

## 8.0 Purchase

8.1 If You purchase Westpac Auto Assist part way through Your Policy, You will receive the full 3 Callout limit and the fee for Westpac Auto Assist will be calculated on a pro-rata basis and Westpac Auto Assist will end at Your Policy annual review date.

8.2 You may cancel Westpac Auto Assist at any time. If You cancel within 30 days of purchasing Westpac Auto Assist, Westpac Insurance will refund any payments you have made for Westpac Auto Assist provided no Callouts have been made (Free Look Period). If you cancel part way through Your Policy, we will refund the unexpired portion in the same way as any unexpired Policy premium would be refunded if you cancelled Your Policy part way through its term. If you cancel your Policy, Westpac Auto Assist will also be cancelled.

## 9.0 Limitation of Liability

9.1 To the maximum extent permitted at law, Westpac Insurance will not be liable for any direct or indirect loss or damage arising from or in connection with the provision of Westpac Auto Assist nor for damage to or theft of property or for any consequential losses. To the maximum extent permitted at law, any liability of Westpac Insurance will be limited to the amount paid for Westpac Auto Assist. Westpac Insurance will not be liable for any damage to or theft of property.

## 10.0 Personal information

10.1 You understand that by purchasing Westpac Auto Assist, You authorise Westpac Insurance to provide your personal information to the Service Provider for the purposes of administering and providing Westpac Auto Assist. You also understand that the Service Provider may record telephone conversations with the Driver for training purposes and for any purpose relating to Your insurance with Westpac Insurance. You can request access to and correction of personal information held about You.