

# **NISSAN RETAIL PREMIUM ROADSIDE ASSISTANCE**

## **Terms and Conditions**

**Current as at 1 September 2014**

**If you have purchased or intend to purchase Nissan Retail Premium Roadside Assistance, then please refer to the following:**

### **Nissan Retail Premium Roadside Assistance Terms and Conditions**

Nissan Retail Premium Roadside Assistance offers reliable and secure roadside assistance 24 hours a day, 365 days a year.

To access Nissan Retail Premium Roadside Assistance, simply call us on 1800 035 035.

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 or Vehicle Identification Number (VIN)
- A description of the problem

### **Who is the Roadside Assistance Provider?**

Roadside Assistance under your Nissan Retail Premium Roadside Assistance membership package is provided by Assist Australia Pty Ltd ABN 59 072 530 217 ("Assist Australia"). Whenever you request roadside vehicle assistance under your membership, you will be making that request to Assist Australia, who will provide the services on the terms and conditions set out below. Nissan may change the contractor providing roadside assistance, provided that the benefits to you, set out below, are maintained. These terms and conditions contain exclusions and limitations.

### **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 service 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 24 hours or if the vehicle has a pre-existing condition requiring assistance. The service fee is \$100.00 (inc. GST) and is charged in addition to your annual subscription fee. The service fee covers the initial callout of the roadside assistance provider only; you will not be able to access any other entitlements under your package for pre-existing conditions and/or for any incident that occurs within the initial 24 hours from purchasing your package. Note, the standard limits set out in these terms and conditions (such as for towing) also apply. We will inform you of any extra costs at the time of your initial call.

### **Please stay with your vehicle**

Once a roadside service provider has been called, it is important that you remain with your vehicle if it is safe to do so. If we 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 callouts to assist with the same incident. If you require assistance and have to leave your vehicle for safety reasons, please advise the customer service assistant at the time of the initial call.

### **Tele-Assist**

Once our customer service assistant receives your call, 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 get your vehicle mobilised over the phone, we will dispatch a service provider to assist in the following ways:

#### **Flat batteries**

If you find your vehicle immobilised with a battery problem, we will attend to your vehicle, test the battery for performance, jump start the flat battery or coordinate a battery replacement if required. Should the battery still be covered under the warranty period (1 year from first date of registration - unlimited kilometres), the battery replacement will be at no cost to you. However, if the battery is outside the warranty period and requires replacement, then the cost of the replacement battery will be charged to you. If the vehicle cannot be mobilised, vehicle will be towed to the nearest Authorised Servicing Dealer.

**Nissan Leaf** - If your vehicle is a Nissan Leaf Electric Vehicle and is immobilised with a battery problem, we will we will attend to your vehicle, test the battery for performance, jump start the 12v flat battery or coordinate 12v battery replacement if required. Should the battery still be covered under the warranty period (1 year from first date of registration - unlimited kilometres), the battery replacement will be at no cost to you. However, if the battery is outside the warranty period and requires replacement, then the cost of the replacement battery will be charged to you. For the main vehicle battery we will charge the battery sufficiently to drive to the nearest electric vehicle recharge point. If the vehicle cannot be mobilised, vehicle will be towed to the nearest Authorised Leaf Servicing Dealer.

#### **Emergency fuel**

If your vehicle runs out of fuel, we will provide sufficient fuel at no cost to you for you to travel to the nearest available fuel station. If you drive an LPG fuelled vehicle, we will tow your vehicle to the nearest fuel station. Where the incorrect type of fuel has been placed into the vehicle a tow to the nearest Authorised Servicing Dealer will be provided.

**Nissan Leaf** – Not Applicable

#### **Flat tyres**

If you find yourself with a flat tyre, we will change it with the vehicle's serviceable spare wheel. If your vehicle is not equipped with a spare wheel, we will transport the vehicle to an approved tyre outlet or the nearest Authorised Servicing Dealer. If repair is not possible (due to incompatible/unserviceable or unavailable/unmaintained gel repair kit, inability to remove locking nuts or where multiple wheels require changing) towing maybe arranged at your cost.

### **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, if this is more practical; or
- gain access to your vehicle (once a consent and indemnity form has been signed by you).

In all other situations where the key is unavailable, we will arrange to transport the vehicle to the nearest Authorised Servicing Dealer, where the appropriate entry methods may be used. We will not be responsible for any damage incurred, or for any repair costs that result from gaining access to the vehicle or moving the vehicle while it is locked. A limit of \$150.00 (inc. GST) applies to this benefit. All additional costs are your responsibility. Replacement Keys are at your cost. 'Key' means any device required to unlock/operate a vehicle. i.e. Includes transponders, remotes etc.

### **Towing/transportation**

If your vehicle cannot be mobilised at the breakdown location, we will tow your vehicle to the nearest Authorised Servicing Dealer to the breakdown location, or to your preferred Authorised Servicing Dealer provided that the breakdown location is within 50km of your preferred authorised repairer. If the breakdown has occurred after business hours, we will arrange for your vehicle to be stored at a secure facility and delivered to the nearest Authorised Servicing Dealer the next working day. Please note that any additional towing costs are your responsibility. In the event the vehicle has been fitted with a body that requires heavy haulage towing due to height, width or length, we will coordinate towing for the vehicle and all costs will be your responsibility. In the event of an incident with a caravan or trailer or any other form of trailer body being towed by a vehicle which has experienced a breakdown and requires towing, towing will be provided where possible. The cost of towing the caravan or any other form of trailer body will be your responsibility.

### **Accident Coordination**

Following an accident, we will coordinate towing arrangements and will also provide advice on accident procedures. If required, we will coordinate alternative transport to enable you to continue your journey. All accident towing and alternative transport costs are your responsibility. (Note that these costs, subject to the payment of any excess, may be recoverable from your insurance company under an appropriate insurance policy.)

### **Bogged vehicle**

We will attend and recover your vehicle from a bogged situation provided that reasonable and safe access is available to a conventional two wheel drive recovery vehicle and no other specialist equipment is necessary. Should specialist equipment and/or towing become necessary or if no reasonable and safe access is available to a conventional two wheel drive recovery vehicle, services may be provided at our discretion, but all additional costs will be your responsibility.

### **Taxi**

If your vehicle is immobilised due to a breakdown and towing is required, we can arrange a single one way taxi service up to the value of \$150 (Inc. GST) for you and up to three passengers to continue your current journey.

Subsequent taxi services may be arranged at your cost.

### **Repaired Vehicle Pick Up Service (Taxi)**

If your vehicle is towed to an Authorised Servicing Dealer for repairs, we can arrange a single one way taxi service to the value of \$50 (Inc. GST) for you to pick the repaired vehicle up. Subsequent taxi services may be arranged at your cost.

### **Emergency accommodation**

If your vehicle is immobilised by a breakdown, cannot be repaired the same day and you are more than 100 kilometres from your home, we will provide up to five (5) nights accommodation to the value of \$150.00 (inc. GST) per night (room cost only) should you decide to remain with your vehicle while it is repaired locally, or if alternative transport is unavailable. Any amounts charged in excess of this limit will be at your cost. This benefit will stop once your vehicle has been repaired.

### **Car rental**

In addition to the first five (5) nights emergency accommodation, we will provide a rental vehicle for up to five (5) days to a limit of \$150.00 (inc. GST) per day (daily rental fee only) should your vehicle be immobilised by a breakdown, which cannot be repaired the same day and you are more than 100 kilometres from your home. Any amount charged in excess of this limit will be at your cost. You will be responsible for all fuel costs, one way relocation fees, 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.

### **Alternative transportation**

Should hotel accommodation or a rental vehicle be unavailable following the immobilisation of your vehicle due to a breakdown (which cannot be repaired the same day) and you are more than 100 kilometres from your home, we will transport you and your passengers to your home or to your intended destination up to the equivalent value of a rental vehicle (maximum \$750.00 inc. GST), per incident. Any amounts charged in excess of this will be at your cost.

### **Vehicle Relocation**

Should your vehicle be immobilised due to a breakdown which can not be repaired the same day and you are more than 100 kilometres from your home and you have left the vehicle to continue your journey, vehicle relocation will be provided to deliver the vehicle, once repaired, to your home or intended destination. [Please confirm as per EMW document.]

### **Emergency Expenses**

If unexpected injury/ illness occurs while you are travelling more than 100kms from your home address, we will arrange and pay for up to 3 nights' accommodation to a maximum value of \$450.00 (incl. GST) or \$150 (incl. GST) per night. Also if you are more than 100km from your home address and unable to continue your journey due to injury or illness and your vehicle is in a mobile and roadworthy state, we will arrange the transport of the vehicle to your home.

### **Urgent message relay**

Following a breakdown or accident, we will relay urgent messages to family, friends or business associates likely to be affected or concerned by the disruption or delay and/or provide advice on local transport options and alternatives.

### **Legal advice**

Limited legal advice in relation to vehicle accident and servicing matters maybe provided by phone. This advice will be conducted confidentially by telephone and will not include personal interviews, written briefs or written advice.

### **Medical advice**

We can arrange urgent telephone medical advice provided by a qualified nurse or doctor 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.

### **Exclusions and limitations**

We provide general roadside assistance. We will not be responsible for the cost of any parts or components for the roadside repair of the vehicle, other than minor breakdown repairs. Please note:

1. We will not be responsible or liable for any additional or increased costs and expenses incurred as a result of the vehicle being outside a service area.
2. Subject to the statutory consumer guarantees and remedies available to you under the Australian Consumer Law and except to the extent caused by our negligence or our agents or service providers, we are 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 our roadside assistance system where membership data is stored;
  - b) the vehicle being unregistered;
  - c) the vehicle being unattended;
  - d) 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);
  - e) vehicle abuse or neglect by you (as reasonably determined by us or Nissan);
  - f) you failing to use reasonable care with the vehicle;
  - g) failure by you 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 you 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 we agree to arrange or provide);
  - k) work carried out by an authorised repairer (including a repairer recommended by us);
  - l) failure by you to comply with instructions reasonably provided by us, our agents or service providers;
  - m) failure by you to comply with any applicable road laws or regulations;
  - n) caravans or trailers;
  - o) 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 service provider and the provision of this service is at our discretion;
  - p) vehicles operating as taxis or limousines;
  - q) 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 we incur costs under item 2 above, you will be responsible for the cost and must make payment in the amount and manner as advised by us.
4. Services provided by us 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 an authorised repairer, and all repairs and costs for repairs undertaken by the repairer are your responsibility.

### **Transfer of cover**

Your membership is fully transferable to the new owner of the vehicle at any time during the membership period. Please contact us on 1800 035 035.

### **Cancellation of package**

You may choose to cancel your membership at any time however no pro rata refunds will be given to you on unexpired packages.

## 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 and whether major or minor) 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

Your personal information is collected by Assist Australia to enable us to administer and provide you with roadside assistance, including to arrange services to be supplied to you by third parties where appropriate. Assist Australia may exchange your personal information with Nissan, Australian Motoring Clubs and our related bodies corporate, agents and contractors (such as call centre and information technology providers) for these purposes and any other purpose you have consented to or as authorised by law. If you provide personal information about another person to us or our agents or contractors, you warrant that this information is provided with the consent of the individual concerned and that you have the authority to act on their behalf.

For more information about how Assist Australia approaches privacy, please contact Privacy Officer at Assist Australia, Level 9, 459 Little Collins Street Melbourne VIC 3000 or by email at [privacy@theamsgroup.com.au](mailto:privacy@theamsgroup.com.au) or read our Privacy Policy (available at [www.assistaustralia.com.au](http://www.assistaustralia.com.au)). Our Privacy Policy contains information about how you can gain access to or seek correction of personal information that Assist Australia holds about you. It also contains information about how you can make a privacy complaint and how Assist Australia will deal with it.

## Definitions

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

**accident:** a vehicle damaged by impact or collision of any nature, or by attempted or successful theft or break in to the vehicle.

**Authorised Servicing Dealer:** a Nissan dealership, a servicing dealer or a repairer that has been authorised and approved by Nissan to undertake workshop repairs to the vehicle, or in areas where no authorised repairers are located, a repairer recommended by us.

**Authorised Leaf Servicing Dealer:** a Nissan dealership, a servicing dealer or a repairer that has been authorised and approved by Nissan to undertake workshop repairs to a Nissan Leaf vehicle, or in areas where no authorised repairers are located, a repairer recommended by us.

**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:** roadside assistance provided by our customer service assistant over the telephone or by us or a service provider at or from the breakdown location.

**home:** your home or business address as registered on our roadside assistance system.

**minor breakdown repairs:** minor repairs of an immobilised vehicle (including components up to a cost of \$20.00 (inc. GST)) to facilitate the immediate mobilisation of the vehicle. It does not include workshop repairs which may require diagnostic equipment or parts or repairs and does not include servicing of vehicles.

**mobile or mobilised:** means moving or capable of moving using the vehicle's own power and as intended by the manufacturer when operating normally. "Immobile" and "immobilised" have the corresponding meaning.

**Nissan:** Nissan Motor Co. (Australia) Pty Ltd (ABN 54 004 663 156) of 260-270 Frankston Dandenong Road Dandenong South VIC 3175 Australia.

**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 we do not have permission to enter (including but not limited to airports, sporting venues, protests, airports, and concerts).

**roadworthy well maintained vehicle:** maintained 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 safety and transport 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:** means any area that is a constructed road or driveway that is legally trafficable by conventional two wheel drive vehicles and/or the towing/recovery vehicle (where required) and includes all gazetted roads classified as either a primary, secondary or minor road as defined by the map symbology produced by Geoscience Australia.

**service provider:** a mobile mechanic, tow truck operator or other roadside assistance provider nominated by us.

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

**vehicle:** your nominated vehicle registered on our roadside assistance system.

**we or us or our:** Assist Australia, our employees, agents, contractors, and related companies.

**you or your:** the Nissan Roadside Assistance member.