

WEX Roadside Assistance - Terms and Conditions

Document date: November 2018

WEX Australia Pty Ltd ABN 68 005 970 570



1. Using WEX Roadside Assist

WEX Roadside Assist offers a reliable and secure Roadside Assistance membership 24 hours a day, 365 days a year. If you require WEX Roadside Assistance, simply call us on 1300 170 719. 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 Vehicle make, model and year; and
- A description of the problem.

2. Who is the Roadside Assist provider?

WEX Roadside Assist is provided by NRMA (National Roads and Motorists' Association Limited ABN 77 000 010 506) trading as NRMA Motoring & Services. Whenever you request roadside assistance under the arrangements available to you as a WEX Roadside Assist member, you will be making that request to NRMA. Your 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.

3. Eligibility criteria

In order to be eligible for roadside assistance, your Vehicle must be Roadworthy. If your vehicle is not Roadworthy, we may still arrange a Roadside Assistance provider to service your call out 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 (incl 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.

4. 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 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 Roadside Assist Customer Service assistant at the time of the initial call.

5. Providing Roadside Assist

The Nominated Vehicle and any Trailer attached to it are entitled to Roadside Assist. All mechanical and car electrical work will be attempted at the point of Breakdown, unless Towing is required.

Passenger Vehicle:

WEX Roadside Assist may be purchased for Vehicles which do not exceed 5.5 metres in length, 2.6 metres in height, 2.5 metres in width and whose weight does not exceed 3.5 tonnes GVM. This offer also provides Roadside

Assist (but not Towing) for any Trailer that is being towed by a Nominated Vehicle and is registered, Roadworthy and does not exceed 2 tonnes GVM.

Light Commercial Vehicle:

WEX Roadside Assist may be purchased for Light Commercial Vehicles whose weight does not exceed 12 tonnes GVM. This offer also provides Roadside Assist (but not Towing) for any Trailer that is being towed by a Nominated Vehicle and is registered, Roadworthy and does not exceed 12 tonnes GVM.

If our Customer Service Assistant is unable to assist you over the telephone, we will dispatch a service provider, up to 40 kms in Metropolitan Areas or up to 100 kms in Country and Remote Areas. We will arrange a minor roadside mechanical repair of your Immobilized Vehicle to facilitate the immediate mobilization 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 \$20.00 (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.

6. Towing of a Vehicle

In Metropolitan Areas, the first 40 kilometres in any direction from the point of Breakdown is free-of-charge. The costs for Excess Kilometres are charged at current commercial rates and payment may be required at the time of Towing.

In serviced Country Areas, the Vehicle will be towed free-of-charge to the town of the attending Country Service Centre. If you wish to have your Vehicle towed in any direction other than back to the town of the attending

Country Service Centre, you must pay the full costs of Towing at current commercial rates which may be required at the time of Towing.

In Remote Areas, outside the Country Service Centre Boundary, Towing will be provided where possible, but you must pay for the travel costs incurred by the Country Service Centre to retrieve your Vehicle and take it from the point of the Breakdown back to the Country Service Centre Boundary. These costs are charged at current commercial rates and payment may be required at the time of Towing. Towing for Trailers will be provided at current commercial rates and payment may be required at the time of Towing. Refer to Section 16 Towing for Nominated Vehicles and Trailers for further details on Towing for a Customer's Nominated Vehicle.

7. Emergency Fuel

If your Vehicle runs out of fuel, NRMA will deliver sufficient petrol or diesel fuel for the Vehicle to travel to the nearest available refuelling facility (maximum 10 litres). In the case of LPG fuelled Vehicles, NRMA will Tow the Vehicle up to 40 kms in Metropolitan areas, and up to 100 kms in Regional and Remote locations.

In *Metropolitan Areas*: If NRMA is unable to provide you with emergency fuel or if your Vehicle uses LP Gas, CNG Gas or requires Hybrid or electric energy, NRMA will provide Towing to the nearest refuelling station (subject to your Towing entitlements) where you can purchase fuel during normal business hours. You may be required to make payment at the event.

In *Regional & Remote Areas*: If NRMA is unable to provide you with emergency fuel or if your Vehicle uses LP Gas, CNG Gas or requires Hybrid or electric energy, NRMA will provide Towing (subject to your Towing entitlements)

back to the town of the attending Country Service Centre where you can purchase fuel during normal business hours.

8. Lockout

NRMA will attempt to open a Vehicle when the keys have been lost or are locked in a Vehicle subject to proof of ownership. If NRMA cannot open the Vehicle a locksmith and/or alternative arrangements to unlock the Vehicle need to be arranged by you. The locksmith services and/ or alternative arrangements are at your own expense and are charged at current commercial rates. You may be required to make payment at the event.

9. Wheel changing

NRMA will assist in changing a wheel with a flat tyre provided you have a roadworthy spare to fit to the Vehicle. In the case of Vehicles weighing over 3.5 tonnes GVM, the service providers will require the driver to provide suitable safe working equipment and to assist if required to change the flat wheel. If a roadworthy spare is not available, NRMA will Tow the Vehicle to a WEX approved tyre outlet, up to the towing limit specified. NRMA will not provide assistance for damaged wheels or fitting of a tyre to a rim.

10. Supply of materials, fuel and spare parts

Roadside Assist does not include the cost or supply of materials, emergency fuel or spare parts. If these are carried by our service provider and are used to provide Roadside Assist, the cost of the part must be paid by you and will be charged at the time of supply. Spare parts will not be picked up, delivered or fitted (unless carried by the NRMA service provider).

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11. Flat or faulty batteries

If a Vehicle is Immobilised with a battery problem, NRMA will attend to the Vehicle, test the battery for performance, jump start the flat battery and coordinate battery replacement if required. The cost of the replacement battery and any excess towing will be charged to you. The replacement battery comes with a three year warranty. If the battery fails at any time in this period, the WEX Roadside Assist Service provider will replace the battery at no charge to you.

12. Unlocated or unattended Vehicles

In the case of a Breakdown, you must be able to provide NRMA with the correct location of your Vehicle. Incorrect or incomplete information may cause a delay in the provision of service to you. You must be present with the Vehicle or at the agreed meeting place when our service provider arrives. If you are not present when the NRMA service provider arrives, Roadside Assist benefits cannot be provided to you. If you then request that the service provider be sent out again in relation to the same Breakdown, your call will be placed at the end of the queue and service will be provided within the quoted time frame. If you are not present when a tow truck arrives, the tow truck may leave the Breakdown scene. If you then request that the tow truck returns to the Breakdown scene, the cost of the Tow will be payable by you at current commercial rates and you may be required to make payment at the time of the event.

13. Response time

Roadside Assist is provided as soon as possible in response to a request by you. Response times are not guaranteed and may vary depending on, among other things, the

location of the Vehicle, and the demand for assistance at the time the request is received, particularly in Country Areas and Remote Areas.

14. Roadside Assist for Trailers

Roadside Assist for Trailers is limited to minor or temporary repairs to mobilise the disabled Trailer. NRMA may also assist with wheel changing, (provided a roadworthy spare tyre is available and you have the correct equipment). NRMA do not service appliances or accessories such as stoves, camping equipment and interior lights. This service does not extend to Breakdown matters related to the Trailer itself. Any costs outside of the Towing limits will be your responsibility.

15. Exclusions

WEX Roadside Assist benefits do not apply to: a Vehicle or Trailer that is transporting live animals; a Vehicle or Trailer that is transporting hazardous or dangerous materials; a Vehicle or Trailer that is considered by us to be an Unroadworthy Vehicle, or that is an Unregistered Vehicle; a Trailer which is not registered, a Vehicle or Trailer on which repairs have been attempted by anyone (including a licensed motor vehicle repairer), or that is partly or fully dismantled; a Vehicle or Trailer that has suffered damage as a result of an Accident, Flood, Theft, Fire or malicious damage; a Vehicle or Trailer which has been driven or transported to any licensed motor vehicle repairer including a Country Service Centre; any parts, labour or other costs associated with the repair of a Vehicle or Trailer; a Vehicle or Trailer if you continue driving against our advice or the advice of a licensed repairer; a Vehicle or Trailer that has been transported to a wharf, transport depot, rail head or other similar holding or shipment facility; a Vehicle or

Trailer that has been used in a car rally or motor race. NRMA and WEX will not be responsible or liable for the following costs: any financial loss or liability in any way connected with a Breakdown or Accident; freight costs or costs for any sea crossings for a Vehicle; transportation of a damaged Vehicle or Trailer; any responsibility and costs incurred in making arrangements for pets and animals in a Vehicle; any environmental rectification and/or clean-up costs associated with leakage or spillage of any environmentally damaging Hazardous and/or dangerous material, goods and/or liquids. In the above situations NRMA will assist in arranging an alternative service or Tow (where appropriate) at your expense, payable by you at the current commercial rates and payment may be required at the time of service.

The provision of service under the WEX 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 Flood);
- areas being trafficable by a two-wheeldrive recovery vehicle;
- severe vehicle Accident or traffic congestion;
- restricted access area requirements; and
- circumstances reasonably considered to be a force majeure event.

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.

16. Towing/transportation

If the vehicle cannot be mobilised at the Breakdown location and/or requires electronic diagnosis, NRMA will arrange to have the Vehicle towed to a WEX Australia preferred repairer within the Towing limits specified below.

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

Towing benefits

The location of the Breakdown, will determine the Towing benefits which will be provided to you. You are entitled to one Tow per Breakdown for your Vehicle and Trailer. You, or the licensed driver of the Vehicle, should arrange to travel with the Vehicle to its intended destination. NRMA will attempt to transport all passengers in the Vehicle provided each person can be legally transported in the tow truck. If NRMA are unable to transport all passengers and your Nominated Vehicle is covered, NRMA will assist in arranging alternative transportation such as a taxi at your expense at current commercial rates which will either require payment from you upfront. Customers who also have a WEX Motorpass Card are entitled

to charge the taxi fee to the WEX Motorpass Account via Cabcharge.

Type of Tow for Vehicle

Towing will be provided for all types of Vehicles which do not exceed 12 tonnes GVM and a height of 3.3 metres provided that the Tow can be made with Standard Towing Equipment. If Special Towing Equipment is required, the cost of the Tow is payable by you. Towing for all types of Vehicles which exceed 12 tonnes GVM is payable by you at current commercial rates and payment may be required at the time of service. Towing will be provided using the most appropriate equipment available (such as lifttow, flat-top truck or Trailer) as determined by us. In Country Areas and Remote Areas in particular, limited types of tow trucks may be available. Should Special Towing Equipment be required (such as low loader, extended cables, or a four-wheel drive Towing Vehicle) you must pay the Towing provider current commercial rates which may be required at the time of the event.

Towing limitations and costs

Toll costs: Any toll costs incurred during the Tow must be paid by you at the time of the Tow. If you have to pay for a toll and our Towing provider accepts a credit card payment, you may be required to pay a credit card surcharge.

Clean-up fee: you must pay a clean-up fee to the tow truck if contamination from your Vehicle makes it necessary for the tow truck to be taken off the road and cleaned. If an additional service is required to clean up the roadway, you will also be required to pay for this service.

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Subsequent Tows for the same Breakdown

Once a free Tow has been provided for a Breakdown, any subsequent Tows required as a result of that same Breakdown will be paid for by you at prevailing commercial rates and payment may be required at the time of service. This includes Towing for a Vehicle that has been towed after hours to the Business Address, a holding yard or other place of safety. This also applies to Trailers that are entitled to Towing benefits.

Excess Kilometres

If a Tow for your Vehicle (or Trailer that is entitled to Towing benefits) is in excess of the distance for which you are eligible, you must pay the Excess Kilometres travelled while towing the Vehicle and/or Trailer which will be charged at current commercial rates and payment may be required at the time of service.

Salvage Tow

If your Vehicle is less than 3.5 tonnes GVM, has not been involved in an Accident but has become bogged, NRMA will attempt to salvage your Vehicle without calling for a tow truck. If Towing Equipment is required, you will be required to pay the full cost at current commercial rates which may be required at the time of service.

Towing for Trailers

Trailer Towing is not available on WEX Roadside Assist (Vehicle or Light Commercial) under the free towing program via the product entitlement, but can be included at an additional cost. Towing benefits are not available for a Trailer which in our opinion is overloaded, or not safely loaded or secure.

Areas covered: NSW and ACT

NRMA provide services in New South Wales and the ACT. Outside the Metropolitan Areas, Roadside Assist is provided by our Country Service Centres, which cover most Country Areas throughout New South Wales. NRMA only provide services on private property or any Trafficable Road which is accessible to normal, two-wheel-drive vehicles. Our services may not be available on open fields, beaches, creek beds, parks and ovals, tracks, trails or service roads used for logging or forestry or by electrical authorities, in national parks or wilderness areas, on any public or private property where entry of vehicles may cause damage or is restricted, or at any other locations where the prevailing conditions cause an area to become unserviceable

Interstate

If Roadside Assist is requested in a State or Territory other than New South Wales and the ACT, the broken down Vehicle will receive the standard services (where available) in the State or Territory that it is broken down in. For more information regarding services available in other states and territories please refer to the Touring Information section of AAA's website located at www.aaa.asn.au.

Remote Areas

If you have a Breakdown in a Remote Area, NRMA will try to organise assistance through the nearest Country Service Centre. When the Country Service Centre is able to provide service to you, you must pay at the time of service for the travel costs of the Country Service Centre provider, beyond the Country Service Centre Boundary both to and from the point of Breakdown. In certain Remote Areas there may be occasions when NRMA are unable to find an appropriate service provider to assist you. In these rare instances you will be required to arrange your own rescue or recovery at your own expense.

Towing limitations

Towing benefits will not be provided for: a Vehicle or Trailer that is transporting Hazardous and/or dangerous materials unless the Vehicle and or Trailer/s have been emptied in accordance with legislative requirements; a Vehicle or Trailer damaged as a result of an Accident, Flood, theft, Fire or malicious damage; Vehicle or Trailer bogged in a location inaccessible to normal two-wheel drive vehicles; Vehicle or Trailer where the Tow has not been arranged by us; Vehicle or Trailer which has been manufactured or modified in ways that in our opinion will increase the probability of it being damaged during Towing. NRMA may ask for modifications (including modified or factory-released accessories) to be removed prior to Towing; Vehicle or Trailer at a repairer, including a Country Service Centre; Vehicle which cannot be unlocked due to the keys being locked in the Vehicle or lost; any Vehicle or Trailer carrying live animals unless the Vehicle or Trailer is unloaded. In any of the situations above, NRMA may assist in arranging a Tow but you must pay for the cost of the Tow at current commercial rates.

17. Additional/Optional Services

WEX Customers may request other services for Immobilised vehicles such as taxi, locksmith, car hire and accommodation services. Such services are not included as part of the WEX Roadside Assist offering but Services can be provided upon request of the driver and charged as additional costs above the WEX Roadside Assist offering. Services can be either offered on any WEX Account or paid for by you by another tender at a set authorization limit by WEX Australia.

18. Transferring your membership

Your WEX Roadside Assist membership is fully transferable to the new owner of the Vehicle at any time during the membership period. Please contact us to notify us of this change of ownership and transfer of policy requirement.

19. Cancelling your membership

You may choose to cancel your WEX Roadside Assist membership at any time by giving WEX 30 days' written notice. WEX will:

- (a) (if you have paid your annual membership fee) cancel your membership within 30 days of receipt of your notice and refund the unused portion (pro-rata) of the annual membership fee; or
- (b) (if you pay by monthly instalments) cancel your membership within 30 days of receipt of your notice.

20. 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.

21. 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 National Roads and Motorists' Association Limited trading as NRMA, 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.nrma.com.au.

22. Definitions

These terms and conditions use the following definitions:

Accident means an incident in which a Vehicle has been damaged in a collision or impact with another object, whether or not this is another Vehicle or where this is caused by a mechanical failure. This includes a series of incidents arising out of a single event.

Breakdown means an occasion where a Vehicle cannot be driven due to mechanical or other failure, the cause of which is not an Accident, Theft, Fire, Flood or malicious damage.

Call out WEX Roadside Assist provided by an NRMA Customer Service Assistant over the telephone or, if the NRMA Customer Service

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Assistance is unable to get your Vehicle mobilised over the telephone, attendance at your Vehicle (subject to these WEX Roadside Assist Terms and Conditions).

Country Area means an area outside the Metropolitan Areas.

Country Service Centre means a contractor in a Country Area appointed by WEX Australia to provide Roadside Assist to Customers' Vehicles.

Country Service Centre Boundary means the perimeter of the geographical area, which is serviced by a Country Service Centre.

Commercial Service(s) means service(s) that are provided by a third party supplier.

Excess Kilometres means excess kilometres over and above the free Towing entitlements which a Nominated Vehicle is entitled to.

Fire means heat or flame, which damages the panel work, mechanical or electrical parts of a Vehicle.

Flood means a rising or overflow of water in a normally dry area, watercourse or water crossing.

Hazardous and/or dangerous material means liquid, solids, gas or waste as defined by NOHSC / ASCC National Standards and Codes of Practice **GVM** means gross vehicle mass which is the weight of the Vehicle or Trailer and its maximum load.

Heavy Vehicle means a vehicle that weighs more than 12 tonnes GVM but not more than 68 tonnes GVM.

Immobilised has the corresponding meaning such as from a Breakdown, vehicle bogged, keys locked in, or from any other cause.

Light Commercial Vehicle means a Vehicle that weighs more than 3.5 tonnes GVM but not more than 12 Tonnes GVM.

Roadside Assist means the range of services (including Roadside Assist) provided to a

Vehicle at the location of a Breakdown by an NRMA Patrol, Tow, battery or auto electric officer or contractor to restore the mobility of the Vehicle, or to allow it to be driven or relocated to a place where complete and/or permanent repairs can be carried out.

Member means the person who holds the WEX Roadside Assist membership and includes any person authorised by the member to drive the member's Vehicle during the currency of the membership.

Nominated Vehicle or Vehicle means any motorised registered automobile nominated for service by a WEX Customer for Roadside Assist and for which an annual Subscription Package Fee has been paid for the period during which service is requested.

NRMA means the National Roads and Motorists' Association Limited ABN 77 000 010 506 trading as NRMA, and includes its officers, employees, agents and contractors.

Patrol or Patrol Officer means an NRMA employee or contractor providing Roadside Assist.

Recommended Repairer means a repairer recommended by Roadside Assist to undertake workshop repairs to your Vehicle (subject to these WEX Roadside Assist Terms and Conditions).

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

Roadworthy means a 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.

Remote Area means a place in a Country Area in which Roadside Assist is not provided by a Country Service Centre or affiliated motoring organization.

Roadside Assist means assistance provided to a Vehicle by a Patrol Officer to attempt to restore the mobility of the Vehicle at the Breakdown location.

Special Towing Equipment means any Towing apparatus that is not covered under the definition of Standard Towing Equipment.

Standard Towing Equipment means any Towing apparatus that is the equivalent of a two-wheel drive truck fitted with a tilt tray slide bed, hoist or cradle or a Vehicle and Trailer combination.

Subscription Fee means the annual fee payable when you nominate a Vehicle to receive Roadside Assist.

Tow, Towing or Towing Service means the tow service provided according to these Terms and Conditions to an eligible Vehicle or Trailer disabled by a Breakdown, and involving its removal from the Breakdown site to another location using whatever Standard or Special Towing Equipment is available and considered appropriate by us.

Trafficable Road means any public or private road, which is designed for and is in a suitable state for the use of a two wheel drive motor Vehicle. It includes the road-related areas immediately adjoining the road itself such as road shoulders, breakdown lanes, medians and parking places. This covers any road which NRMA has permission to use (specifically by its owner, because it is a public road) and which a standard NRMA Patrol vehicle can access safely.

Trailer means any two, three or four-wheeled domestic trailer, caravan, horse or dog trailer or boat trailer that does not exceed 2 tonnes gross weight, 5.5 metres in length including

the draw bar (A-frame), 2.5 metres in width and 2.6 metres in height.

Unregistered Vehicle means a vehicle that does not have a current registration as required by the respective State Motor Authority.

Unroadworthy Vehicle means a vehicle or Trailer which has been issued with a defect notice, or whose condition makes it unsafe to either drive or tow and which cannot be made safe to either drive or tow through the provision of temporary Roadside Assist as determined by us.

You and Your – the WEX Roadside Assist member and any person authorised by the member to drive the Member's Vehicle.