

# Coles Roadside Assistance Terms and Conditions

## Your checklist when calling for help

To access Coles Roadside Assistance simply call us on 1300 265 374. Have your vehicle details (policy number and registration number) and your contact telephone number on-hand. Confirm the location of your vehicle and provide a detailed description of the problem.

## Safety first

If your vehicle has broken down in a hazardous location, please advise the operator when you call and ensure you are not exposed to danger from oncoming vehicles.

## Stay with your vehicle

Once assistance has been called, it's vital that you remain with your vehicle, if it is safe to do so. If our provider arrives at the scene of the breakdown and your vehicle is unattended, we will be unable to carry out any work and payment may be required for any subsequent callouts for the same incident. If you have to leave your vehicle for safety reasons, please advise our operator.

## Coles Roadside Assistance benefits and conditions

### Flat batteries

If your battery is flat we will jump start it or coordinate a replacement battery if required. We do not cover the cost of the replacement battery but we can supply one at your cost.

### Emergency fuel

If you run out of fuel we will provide you with enough fuel to reach the nearest petrol station. If you drive an LPG fuelled vehicle, we will, subject to the towing/transportation limits, tow your vehicle to the nearest petrol station.

### Flat tyres

If you have a flat tyre, we will change it with the vehicle's serviceable spare wheel or transport the vehicle to the nearest tyre outlet. 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, these services would be 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.

A limit of \$150 (inc. GST) applies to this benefit. All additional costs are your responsibility.

If we need to access your vehicle to retrieve your keys or transport it to a location so that appropriate entry methods can be used we will ask for your written consent first. We are not responsible for any damage that may be caused or for any repair costs that result from gaining access to the vehicle or from moving the vehicle while it is locked.

## Towing/Transportation

If your vehicle cannot be mobilised on the roadside, we will tow your vehicle to the nearest repairer of your choice as soon as practical. Towing is provided at no extra cost up to 20 kilometres from the breakdown location in metro areas. In all other areas a limit of 50 kilometres applies. Please note that all additional towing costs and any repair costs are your responsibility.

## Bogged Vehicle

Service will be provided where your vehicle is stranded on a road that is legally accessible by a conventional two wheel drive vehicle. If special equipment is required, this will be at your expense. For example, this could include go jacks, dolly wheels, power winches, extended cables and four wheel drive towing vehicles.

## Accident coordination

If your vehicle is involved in an accident, we may assist in arranging the recovery of your vehicle and finding alternative transport. All towing and alternative transport costs associated with an accident are your responsibility but you may be able to recover them from Coles Insurance.

## Urgent message relay

Following a breakdown or accident, we will relay urgent messages to family, friends or business associates affected or concerned by your delay.

## Taxi

If we have towed your vehicle to the nearest repairer of your choice, we will pay for one taxi ride up to the value of \$50 (inc. GST) so you can continue your journey to the nearest town or within the same city where the breakdown occurred. You will be responsible for any charge over this limit.

## Caravan and trailer cover

If your vehicle breaks down and must be transported to the nearest repairer of your choice, we will, subject to the towing/transportation limits, transport your caravan or trailer with your vehicle to the same repairer. You must advise us that your vehicle is towing a caravan or trailer when you call otherwise you may be responsible for the costs of the caravan or trailer towing. We will not cover you where the breakdown is as a result of attempting to tow a caravan or trailer that exceeds the legal weight or dimension restrictions for a passenger vehicle.

## What we don't cover

We do not cover vehicles that are:

- not in a roadworthy, well maintained condition or are unregistered;
- unattended, unless organised at the time of arranging assistance;
- not registered on our system;
- over the legal weight and physical dimension limitations of the Auto 24 providers standard network equipment;
- involved in any way in any form of racing or motor sports;
- modified, large or heavy enough to require a specialist or heavy haulage towing provider;
- operating as taxis, limousines, rental or hire vehicles or for any other commercial use;
- immobile in a workshop while being repaired or undergoing mechanical or electrical repairs at your premises;

- located in a restricted access area except where we can enter the premises and you are willing to cover any associated costs.

We do not cover service calls that are the result of:

- failure to use reasonable care;
- failure to carry out regular preventative vehicle maintenance or inappropriate maintenance or repair, whether intentional, negligent or otherwise;
- incorrect fuel or contaminated fuel added to the fuel tank;
- failure to follow the instructions of the vehicle manufacturer, repairer or us;
- non-genuine, inappropriate or incorrect fitting of parts or accessories;
- accident damage, break-in or attempted break-in of your vehicle.

We may not be able to provide our service or there may be delays to the service when:

- circumstances which are beyond our control—such as extraordinary delays caused by extreme weather conditions, a severe accident or traffic congestion;
- unexpected or disruptive events such as war, strikes, storms or other acts of God prevent us from assisting you.

## Your responsibility for costs

We are only liable for the benefits that are detailed in these terms and conditions subject to the limitations and exclusions. You are responsible for all costs of parts, labour and any other associated costs relating to the management and repair of your vehicle after a breakdown whether the repairs are carried out by the nearest repairer of choice or otherwise. We will not be liable for any indirect or consequential loss or damage that arises from providing or failing to provide any of the benefits or services whether arising from negligence or otherwise.

## Definitions

The following words have these meanings throughout this document.

**Accident:** your vehicle is damaged by impact or collision of any nature, or attempted or successful theft or attempted or successful break-in of the vehicle.

**Breakdown:** a vehicle failure which has caused the vehicle to be immobilised or become unroadworthy or unsafe to drive in transit, due to mechanical or electrical fault. This can also include a flat tyre, flat battery, a vehicle that has run out of fuel or keys that have been locked in the vehicle or lost.

**Restricted access area:** an area that is protected by security and/or other systems designed to prevent access to unauthorised people and includes areas which we do not have permission to enter (for example airports, sporting venues, protests, concerts and certain business premises).

**Vehicle:** the motor vehicle registered for the Coles Roadside Assistance program.

**We, Us, Our:** Auto 24, a division of Assist Australia Pty Ltd ABN 59 072 530 217

**You, Your:** the nominated person registered for the Coles Roadside Assistance program or the driver of the vehicle.

## Period of Cover

Your Coles Roadside Assistance benefit commences on whichever is the later of insurance cover start date or 24 hours after purchase date. Your Coles Roadside Assistance benefit will cease on the date that you cancel your Coles Car Insurance policy or the date that you cancel your Coles Roadside Assistance benefit.

## Transfer or cancellation of your Coles Roadside Assistance

This program is not transferable if you sell your vehicle and no refunds are available from Auto 24, a division of Assist Australia Pty Ltd.

## Important information

These terms and conditions are current as at 1 August 2017, but are subject to change. Coles Roadside Assistance is provided by Auto 24, a division of Assist Australia Pty Ltd ABN 59 072 530 217 for Insurance Australia Limited (IAL) (ABN 11 000 016 722) (AFSL 227681).

## 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 information

The personal information provided by you and other persons who request Coles Roadside Assistance for your vehicle is collected and exchanged between us and IAL for the purpose of providing roadside assistance services and will be disclosed to third parties such as Australian motoring clubs, repairers, mechanics, hire car companies, towing operators, our agents and others that assist us in the provision of these services. Some of IAL's third party service providers are located in other countries such as South Africa and the Philippines. Please be aware that if you don't want your personal information disclosed, we may not be able to provide you with our services or register you for Coles Roadside Assistance. If you need to give us personal information about other individuals we rely on you to obtain consent and make them aware that you will or may provide their information to us and how they can access our Privacy Policy.

Our Privacy Policy is available [www.assistaustralia.com.au](http://www.assistaustralia.com.au) and contains information about how you can gain access to or seek correction of personal information that we hold about you. It also contains information about how you can make a privacy complaint and how we will deal with it.

The IAL Privacy Policy for Coles Insurance and the Coles Privacy Policy contain information about how Coles Insurance collects, uses, stores and shares your personal information. You can access copies of these documents online at [coles.com.au/insurance-information](http://coles.com.au/insurance-information) or by simply calling COLESLSNSW1217