

SMARTPAK Roadside Rescue - TERMS AND CONDITIONS

About SMARTPAK Roadside Rescue

1. SMARTPAK Roadside Rescue ('**Roadside Rescue**') is available if you have a SMARTpak Commercial Motor Vehicle insurance policy ('**Policy**') with us.
2. Roadside Rescue comes with your Policy and is applied to any Vehicle insured under the Policy.
3. Cover provided under Roadside Rescue is for the same period as your Policy.
4. Roadside Rescue applies to a Vehicle covered by the Policy and covers any licensed person driving the Vehicle.
5. Roadside Rescue is provided by First Rescue New Zealand Limited, a member of the IAG Group and its authorised third parties.
6. We may amend these Terms and Conditions at any time by posting changes online. The amended Terms and Conditions will apply in respect of Roadside Rescue 30 days after the date the amended terms are posted online.

In these Terms and Conditions:

'Vehicle' means a roadworthy vehicle 3.5 tonnes GLW or less and less than 5.5m in total length, which is in New Zealand and can be legally used on New Zealand public roads covered by a Policy that qualifies for Roadside Rescue cover and doesn't include spare parts not in or on the vehicle.

'Policy' means a SMARTpak Commercial Motor Vehicle insurance policy

'We', 'us' and 'our' means NZI or Lumley, business divisions of IAG New Zealand Limited or their providers

'You' and 'your' mean any licensed driver of the Vehicle.

Roadside Rescue Service Entitlements

7. With Roadside Rescue, you will receive assistance for:
 - Towing after a breakdown
 - Jump starting and flat battery
 - Minor roadside repairs
 - Motorist technical advice

- Delivery of emergency fuel
 - Flat tyres
 - Key lockout service
 - Other Roadside Rescue Services such as arranging a windscreen/glass referral or an emergency taxi or contacting family members, friends, or business associates to notify them of possible delays.
8. Our provider will assist you subject to the following conditions and exclusions:
 - 8.1 **Coverage** – you or anyone else driving the Vehicle covered by the Policy.
 - 8.2 **Unlimited callouts** – unlimited callouts.
 - 8.3 **Mechanical breakdown** – We will dispatch a provider to tow/transport the Vehicle to the nearest repairer or safe location. If you elect to have the Vehicle towed/transported to a place of your own nomination and this distance is greater than it would have been to a repairer or safe location, an additional charge of \$3 per kilometre for the excess kilometres will be at your cost. If a second tow is requested following storage at the repairer or place of safety, this cost will be your responsibility.
 - 8.4 **Taxi** - provision of a taxi (50kms radius or \$100 inclusive of GST) where the Vehicle is non-operational due to a mechanical defect.
 - 8.5 **Towing to safety** – transportation of a Vehicle that is immobilised or not safe to drive to the nearest repairer or place of safety. The Vehicle must be on a legal road or on a property that our provider is authorised to access and can do so safely with a two-wheel drive towing vehicle. If you elect to have the Vehicle towed/transported to a place of your own nomination and this distance is greater than it would have been to a repairer or safe location, an additional charge of \$3 per kilometre for the excess kilometres will be at your cost. If a second tow is requested following storage at the

- repairer or place of safety, this cost will be your responsibility.
- 8.6 **Towed vehicles** – If you are towing a boat, trailer, or caravan when the Vehicle broke down these may also be towed/transported to the nearest repairer or place of safety.
 - 8.7 **Jump starting and battery** – Our provider will jump start the Vehicle. If the Vehicle cannot be jump started due to the battery requiring replacement, the Vehicle will be referred or transported to the nearest repairer. Where required, our provider will arrange for the supply and fitment of a new battery to effect mobilisation (if your preferred supplier is not open or in close proximity). All costs relating to the battery will be charged to you directly by our provider.
 - 8.8 **Minor roadside repairs** – Our provider may be able to perform minor mechanical repairs where it is possible and safe to do so. Costs for any parts required are your responsibility. However, if major parts or factory diagnostic equipment is required then the Vehicle will be transported to the nearest repairer, where costs for any parts or labour are your responsibility.
 - 8.9 **Motorist technical advice** – technical and mechanical advice in relation to the Vehicle operation, any safety warnings or lights that may appear or technical and mechanical information regarding the Vehicle will be provided through the helpline 0800SMTPAK (0800 768 725).
 - 8.10 **Windscreen/glass referral** - We will refer you to the nearest repairer or automotive glass specialist repairer. Any repairs undertaken will be at your cost or paid in accordance with your Policy (as applicable).
 - 8.11 **Delivery of emergency fuel** – We will arrange delivery of up to five (5) litres of fuel (petrol or diesel) or transport the Vehicle to the nearest filling station. This benefit has a maximum use of 3 times per vehicle, per period of your Policy.
 - 8.12 **Out of charge (EV)** – We will provide a mobile electric vehicle charging service to give your vehicle enough charge to reach the nearest charging station or send out a transportation provider to transport/tow the Vehicle to the closest charging station, the nearest repairer or place of safety. You must pay for the use of the charging station.
 - 8.13 **Flat tyres and fitting of a spare tyre** – We will dispatch a provider to inflate a flat tyre (where possible) or fit the Vehicle's spare tyre if you have a flat or damaged tyre, provided that the spare tyre is suitable for use with the Vehicle. If it is possible, and safe to do so, the service provider may be able to repair the damaged tyre on the roadside. If the Vehicle has no spare, we will pay for a provider to transport the Vehicle to the nearest repairer or safe location.
 - 8.14 **Key lockout assistance** – We will dispatch a provider to unlock the Vehicle or arrange for the spare set of keys to be delivered to you. Any repair or replacement costs are payable by you at the time the service is performed. This includes key cutting and replacement keys and locks, loss, or damage to Vehicle, as a result of recovering the keys from the Vehicle at your request. **These costs may be covered under your Policy- you will need to lodge a claim to have these considered.**
 - 8.15 **Friends and Family Contact Service** – when a breakdown occurs, we can connect your call to family members, friends, or business associates to notify them of any possible delays.
 - 8.16 **Rental car and Accommodation** – If the Vehicle is immobilised greater than 100kms from your normal place of residence, and cannot be repaired within 24 hours, you will be entitled to the provision of either a rental car up to \$120 per day (for a max of 3 days), or accommodation (room charge only) up to \$120 per night (for a max of 3 nights). Rental vehicle insurance waiver reduction and petrol costs remain your responsibility.

Policy Changes

9. Where the Policy is changed to a policy that does not qualify for Roadside Rescue cover, then this cover ceases.

Request for Assistance

10. All requests for assistance under the Roadside Rescue cover are to be made by phoning the Roadside Rescue helpline: 0800SMTPAK (0800 768 725). You must be able to produce a form of identification acceptable to us, such as a driver's licence, when the callout is attended.
11. In case of assistance, you must supply the provider with the following information:
 - 11.1 Your name, and the registration number of the Vehicle.
 - 11.2 Your location and if possible, a telephone number where you can be contacted.
 - 11.3 Brief description of emergency and nature of help required.
12. You need to wait with the Vehicle after contacting us at the site of the breakdown for assistance to be provided.

Exclusions from Roadside Rescue

13. Roadside Rescue will not be provided where:
 - 13.1 the Vehicle has been modified for racing, trials or rallying or any claim for service has arisen in respect of, or through participation in, such activities including for use in competitions or off-road activity; or
 - 13.2 the Vehicle is carrying more passengers or towing a greater weight than it was designed for as stated in the manufacturer's specifications; or
 - 13.3 the Vehicle is being used in an improper, unauthorised, reckless, or negligent way; or
 - 13.4 the loss or damage (directly or indirectly) was occasioned by or happened in consequence of war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection, terrorism, military and

- usurped power, riot, or civil commotion or sabotage or any other events beyond the control of the person operating or having control of the Vehicle at the time; or
- 13.5 the Vehicle is being driven by a driver who is unlicensed or does not hold a valid license to drive that type of Vehicle issued by a competent authority; or
- 13.6 the Vehicle is not registered and licensed for use on public New Zealand roads; or
- 13.7 the Vehicle has suffered any mechanical breakdown due to driver related damage or misuse of the Vehicle; or
- 13.8 the breakdown has resulted from, or was connected with the Vehicle manufacturer's recall; or
- 13.9 the breakdown has resulted from unauthorised repairs or from faulty workmanship; or
- 13.10 the breakdown is caused by the fitting of accessories to the Vehicle which are not genuine or are not from the original manufacturer or which are not approved by the manufacturer; or
- 13.11 the Vehicle is not within easy access of a public road, is bogged/trapped in off road conditions or cannot be accessed by a two-wheel drive recovery vehicle; or
- 13.12 the Vehicle exceeds 3.5 tonnes GLW or 5.5m in total length; or
- 13.13 the Vehicle was involved in an accident or collision; or
- 13.14 the Vehicle cannot be accessed due to extreme conditions; or
- 13.15 the Vehicle has been left unattended; or
- 13.16 the Vehicle is disabled by floods, snow affected roads, or is not accessible due to other adverse road or weather-related conditions; or
- 13.17 the Vehicle is located off designated legal roads (other than private residence that our provider is authorised to access), and not accessible safely by normal two-wheel drive recovery vehicles; or
- 13.18 the Vehicle is not displaying a current certificate or warrant of fitness; or
- 13.19 costs relating to parts, labour, or any associated costs for the repair of the

Vehicle outside of the benefits listed shall be at your expense.

Cancellation of your Roadside Rescue

14. Notwithstanding any terms of the Policy, we may cancel your Roadside Rescue at any time with immediate effect by providing you with written notice of cancellation.
15. Your Roadside Rescue will be cancelled if:
 - 15.1 your Policy is cancelled by either you or us.
 - 15.2 your Policy is cancelled due to a total loss claim.
 - 15.3 you change to an ineligible policy class.
16. Your Roadside Rescue will automatically cancel on the same date that your Policy is cancelled or avoided.

Our liability

17. To the maximum extent permitted by law, we disclaim all liability and responsibility for any direct or indirect loss or damage arising from or in connection with the provision of the Roadside Rescue services.
18. Without limiting clause 17 above, to the maximum extent permitted by law we will not be liable to you under the law of tort, contract or otherwise for:
 - 18.1 any damage to the Vehicle or theft of objects and accessories which are left in or outside the Vehicle;
 - 18.2 any exemplary, special, indirect, or consequential damages or losses (including, but not limited to, loss of profits).
19. Without limiting clause 17 above, to the maximum extent permitted by law, our liability to you shall be limited to \$100.

Your personal information

20. You authorise us to share your personal information with the provider(s) of Roadside Rescue engaged by us from time to time for the purposes of providing the services under Roadside Rescue and in accordance with our Privacy Policy [Privacy | Gallagher](#)

21. The vehicle assistance helpline operators may record telephone calls with you. You authorise those operators to share those telephone recordings with us for any purposes relating to:
 - 21.1 Your Policy and
 - 21.2 Training and quality assurance.
22. You can request access to, and correction of any personal information we hold about you. Unless we have a lawful reason for withholding this information we will provide you with access.