



## Vero Roadside Assistance Terms and Conditions I Market Facing

Vero Roadside Assistance (with any Commercial Motor Vehicle insurance policy) Terms and Conditions

### About Vero Roadside Assistance

Vero Roadside Assistance (**Roadside Assistance**) is available if you have a Commercial Motor Vehicle insurance policy (**Policy**) with Vero Insurance New Zealand Limited.

Roadside Assistance comes with your Policy and applies to any Vehicles insured under the Policy, including any licensed person driving the Vehicle, for the same period as your Policy.

Roadside Assistance is provided by The New Zealand Automobile Association (Incorporated) (**NZAA**).

We may amend these Terms and Conditions at any time by posting changes on our website. The amended Terms and Conditions will apply to any Roadside Assistance provided 30 days after the date the amended terms are posted on the website.

### In these Terms and Conditions:

**Driver** means any licensed driver of a Vehicle.

**Policy** means a light Commercial Motor Vehicle insurance policy with Vero Insurance New Zealand Limited.

**Provider** means NZAA and its contractors.

**Vehicle** means a roadworthy light commercial vehicle (cars, vans, utes), caravans, and two, three, or four wheel trailers, with a Gross Vehicle Mass (GVM) under 3,500 kilograms, measuring less than 2.44 metres in width, under 3 metres in height, and shorter than 7 metres in length that is legally permitted for use on New Zealand public roads and covered by a Policy.

**We, us** and **our** means Vero Insurance New Zealand Limited or its Providers.

**You** and **your** mean the holder of any Policy.

### Roadside Assistance Service Entitlements

Roadside Assistance is provided to you subject to the following conditions and exclusions:

#### 1. Service Entitlements

- a. The Service Entitlements apply to the Vehicle and are available to any Driver of the Vehicle at the time of the breakdown.
- b. The Driver of the Vehicle must remain with the Vehicle when the Provider attends the breakdown.
- c. These Service Entitlements are provided at the Provider's expense unless otherwise specified.

#### 2. Call Entitlements

- a. There is no limit to the number of times a Driver of a Vehicle can call for assistance.

#### 3. Wheels and tyres

- a. The Provider will attempt to change or inflate the damaged tyre/wheel using the Vehicle's serviceable spare or inflator kit, provided the spare wheel is roadworthy and compatible with the other tyres/wheels of the Vehicle.
- b. If there is no serviceable spare wheel or inflator kit, or the weight or size of the wheel and tyre assembly is beyond the safe limiting capacity of a single person, the Vehicle will be towed to the nearest facility that can supply or repair the tyre/wheel.
- c. Where a Vehicle is equipped with run-flat tyres, the Provider may advise the Driver to drive to the nearest tyre facility at the speed and distance limits set by the tyre manufacturer, where it is safe to do so but, if not, the Vehicle will be towed to the nearest facility that can supply a new, or repair the existing, tyre.

- d. Where clause 3(b) applies, the cost of any tyre or repair is at the expense of the Driver of the Vehicle.
- e. Where a Vehicle requires a jack with a lifting capacity of greater than 2,000 KG, the Driver of the Vehicle will need to provide a heavy-duty jack to the Provider to use.

#### 4. Flat Battery & Faulty Battery

- a. Flat Battery
  - i. The Provider will arrange to jumpstart the Vehicle.
- b. Faulty Battery
  - i. Where a new battery is required, the Provider will arrange to replace the battery at the roadside.
  - ii. If a mobile battery stockist is unavailable, a tow will be arranged to the nearest battery stockist of the Provider.
  - iii. The cost of the replacement battery will be at the expense of the Driver of the Vehicle.

#### 5. Out of Fuel or Charge

- a. Fuel Delivery
  - i. The Provider will deliver up to \$20 of petrol or diesel.
  - ii. The cost of the delivered fuel is at the expense of the Driver of the Vehicle.
  - iii. The cost of transporting and delivering the fuel is at the Provider's expense.
  - iv. This clause also applies to plug-in hybrid electric Vehicles (PHEVs) where petrol or diesel is required to continue operation of the Vehicle.
- b. EV out of Charge
  - i. Where the Vehicle is a battery electric vehicle (BEV) powered solely by an electric battery, and a mobile electric vehicle charger provided by the Provider is available, the Provider will provide a top-up charge sufficient to allow the Vehicle to reach the nearest suitable charging station or place of safety, as determined by the Provider acting reasonably.
  - ii. If a mobile electric vehicle charger provided by a Provider is unavailable, a tow will be arranged to the nearest suitable charging station or place of safety, as determined by the Provider acting reasonably.
  - iii. With the exception of the top-up charge provided under clause 5.b.i., the cost of charging the Vehicle will be at the expense of the Driver of the Vehicle.
- c. Wrong or Incorrectly Fuelled
  - i. The Provider will arrange to attend and drain the wrong fuel at the scene.
  - ii. Where there is no Provider available to drain the fuel at the scene, a tow will be arranged to the nearest suitable repairer to assist.
  - iii. The cost of fuel drainage under clause 5.c.ii. is at the expense of the Driver of the Vehicle.

#### 6. Lockout & Lost Keys

- i. Lockout
  - 1. The Provider will arrange to unlock the Vehicle.
  - 2. If this is not possible, the Provider will arrange pickup and delivery of a spare key.
  - 3. If all else fails, the Provider will arrange to tow to the nearest suitable repairer to assist.
- ii. Lost Keys
  - 1. If a replacement key is required, the Provider will arrange a locksmith to attend to provide a replacement key.
  - 2. If a spare key is available, the Provider may arrange pickup and delivery of the spare key.
  - 3. If all else fails, the Provider will arrange to tow to the nearest suitable repairer to assist.



4. The cost of the replacement keys and any associated labour will be at the expense of the Driver of the Vehicle.
5. For the avoidance of doubt, the cost of key collection and delivery under clause 6.d.ii.2, and any tow provided under clause 6.d.iii.4., is at the Provider's expense.

**7. Vehicle Recovery**

- a. Where the Vehicle cannot be made mobile at the roadside following a breakdown, the Provider will arrange towing to the nearest suitable repairer to assist.
- b. If the nearest suitable repairer is closed at the time of breakdown, the Provider will use reasonable endeavours to arrange for the Vehicle to be stored in a secure location overnight and towed to the repairer on the next Business Day, at the Provider's expense.
- c. If the Driver requests the towing beyond the nearest suitable repairer, any additional cost of the tow is at the expense of the Driver of the Vehicle, provided the additional cost is reasonable in the circumstances.

**8. Caravan/Trailer Towing**

- a. If the Vehicle is towing a boat, trailer, or caravan at the time of breakdown, the Provider will arrange towing of those items to the nearest repairer.
- b. If the request for assistance relates to a Vehicle which is a caravan, or any two, three or four wheel trailer that cannot be mobilised, the Provider will arrange for the caravan or trailer to be towed to the nearest repairer.

**9. Bugged Vehicle Assistance**

- a. The Provider will arrange assistance for Vehicles stranded on trafficable roads where no special equipment is required.
- b. If special equipment is necessary and must be retrieved, the cost of that equipment and additional time is at the expense of the Driver of the Vehicle.

**10. Emergency Onward Mobility Services (less than 100km's from home)**

- a. For all mechanical breakdowns where the Vehicle cannot be mobilised, the Provider will provide emergency transport to the Driver and passengers of the Vehicle via a licensed taxi or a regulated ridesharing service (such as Uber or similar), up to the value of \$100, where the breakdown occurs within 100km of the Driver's usual place of residence.
- b. The emergency transport provided under clause 9.a. is not intended to be provided to fare paying passengers such as where the Vehicle is providing the services of a licensed taxi or regulated ridesharing service and shall be provided for the benefit of the Driver and its non-fare paying passengers.

**11. Emergency Onward Mobility Services (more than 100km's from home)**

- a. For all mechanical breakdowns where the Vehicle cannot be mobilised and the breakdown occurs more than 100km from the Driver's usual place of residence, the Provider will, at the Driver's preference, provide:
  - i. A rental car to a value of \$120 per day up to 3 days (maximum \$360); or
  - ii. Accommodation to a value of \$120 per day up to 3 days (maximum \$360); or
  - iii. Emergency ground transport via a licensed taxi or regulated ridesharing service of \$120 per day up to 3 days (maximum \$360); or
  - iv. A combination of rental and accommodation and emergency ground transport up to a maximum combined value of \$360.
- b. For all Emergency Onward Mobility Services (regardless of the distance from the Driver's intended destination), it is acceptable for Drivers to pay for the expense incurred and seek reimbursement from the Provider afterwards (subject to the limitations above).



### **Policy Changes**

Where you change your Policy to one that does not qualify for Roadside Assistance then your Service Entitlements will cease as at the date of the cancellation of your Policy.

### **Request for Assistance**

All requests for Roadside Assistance are to be made by phoning the Roadside Assistance helpline: 0800 VERO ASSIST (0800 837 627). The Driver must be able to produce a form of identification acceptable to us, such as a driver's licence, when the callout is attended.

When phoning for Roadside Assistance, you or the Driver (as applicable) must supply the Provider with the following information:

- a. Your name, Policy holder Name (name of the insured party), the registration number of the Vehicle and where possible, the Policy number.
- b. Your location and if possible, a telephone number where you can be contacted.
- c. Brief description of emergency and nature of help required.

The Driver must wait with the Vehicle after contacting us at the site of the breakdown for assistance to be provided.

### **Exclusions from Roadside Assistance**

Roadside Assistance generally will not be provided where:

- a. The Vehicle exceeds:
  - Weight: 3,500 KG Gross Vehicle Mass (GVM),
  - Width: 2.44 metres,
  - Height: 3 metres, or
  - Length: 7 metres in length,in which case assistance shall be provided by the Provider on a reasonable endeavours basis and may be at the cost of the Driver of the Vehicle where the assistance requested directly relate to exceeding the weight or size dimensions.
- b. The Vehicle is unattended by the Driver at the time that it breaks down and when Service Entitlements are provided.
- c. The Vehicle is not on a formed public road, or is on a beach, or is trapped/bogged subject to the Service Entitlement that may be provided under clause 8. of these terms and conditions.
- d. The Vehicle is involved in or disabled due to a motor vehicle accident, or stolen, or damaged due to theft or vandalism. The Provider may provide vehicle recovery services if requested by the Driver or us, at the expense of the requesting party, and at the discretion of the Provider.
- e. The Vehicle is unregistered and/or unlicensed for use on public New Zealand roads.
- f. The Vehicle is being driven by a driver who is unlicensed or does not hold a valid licence to drive that type of Vehicle issued by a competent authority.
- g. The Driver poses a safety risk to other motorists in the opinion of the Provider, including where the Driver has been engaged in unlawful activity, or is driving under the influence of alcohol or drugs.
- h. The Vehicle is being used in an improper, unauthorised, reckless, or negligent way.
- i. Where the Driver of the Vehicle, or anyone accompanying the Driver, is behaving or has behaved in a threatening, abusive, or inappropriate manner.
- j. The Vehicle was being used for racing, pacemaking, speed testing, reliability trials, competitions, off-road activities or driver related damage or misuse at the time of the breakdown.
- k. The Vehicle is transporting a load that exceeds the legal limits or surpasses the capacity for which it was originally designed, as outlined in the manufacturer's specifications. This includes carrying more passengers or cargo than the Vehicle was built to accommodate.
- l. The Vehicle is carrying a load that the Provider considers in its opinion is unable to be safely transported by the Provider, such as livestock.



- a. Where a tow is to be arranged by the Provider and the Vehicle exceeds the physical limitations of anyone engaged by the Provider to provide the tow services, the Provider may arrange tow services for Vehicles exceeding these dimensions where that is available.
- b. Where the breakdown is attended by the Police or other emergency service, until after the Provider is authorised to help.
- m. The Driver and/or Policyholder of the Vehicle has failed to obtain a permanent repair following any temporary repair that the Provider carries out and there is a secondary request for assistance for the same issue, or due to a lack of routine maintenance or servicing (in line with the guidelines of the manufacturer), or continued failure to maintain fuel or charge in the Vehicle.
- n. The Vehicle is located outside the geographic limits of New Zealand, or on any island other than the North Island, South Island, Waiheke Island, or Stewart Island.
- o. The Vehicle is a stock vehicle held for sale on a motor vehicle dealer's yard. This exclusion does not apply to business vehicles that are specifically listed on the Policy and used in the normal course of the dealer's operations (e.g. Vehicles used by staff, parts delivery vehicles, service vehicles, or specified courtesy vehicles).

The decision to provide Service Entitlements in these cases will rest with the Provider, acting reasonably.

### **Cancellation of your Roadside Assistance**

Notwithstanding any terms of the Policy, we may cancel your Roadside Assistance at any time with immediate effect by providing you with written notice of cancellation.

Your Roadside Assistance will be cancelled effective from the date your Policy is cancelled or avoided if:

- a. Your Policy is cancelled by either you or us;
- b. Your Policy is cancelled due to a total loss claim; or
- c. You change to an ineligible policy type.

### **Our liability**

To the maximum extent permitted by law:

- a. we disclaim all liability and responsibility for any direct or indirect loss or damage arising from or in connection with the provision of Roadside Assistance;
- b. we will not be liable to you under the law of tort, contract or otherwise for:
  - i. any damage to the Vehicle or theft of objects and accessories which are left in or outside the Vehicle; and
  - ii. any exemplary, special, indirect, or consequential damages or losses (including, but not limited to, loss of profits), and
- c. our maximum liability to you shall be limited to \$100.

### **Your personal information**

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

The Roadside 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 your Policy, training and quality assurance.

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.