

Subaru 5 Year Roadside Assist Program

Terms and Conditions

Current as at 31 August 2017

Subaru Roadside Assist is offered by Assist Australia Pty Ltd ABN 59 072 530 217 ("Assist Australia"). In this document all references to "Subaru Roadside Assist", "we", "us" or our is a reference to Assist Australia (and not to Subaru (Aust) Pty Limited).

Subject to the following terms, conditions and limitations, if your vehicle is covered by the Subaru 5 Year Roadside Assist Program, the program period will commence on the date of vehicle delivery ("Commencement Date") and will expire on the day that is 5 years from the Commencement Date.

Subaru Roadside Assist is available for you 24 hours a day, 7 days a week, anywhere in Australia. In an emergency situation where you have experienced a Vehicle failure, Subaru Roadside Assist will provide:

- Roadside assistance, dispatching the appropriate service provider
- Towing if your Vehicle cannot be mobilised
- Tyre change, should you have a serviceable, roadworthy spare.
- Emergency fuel.

Seeking assistance is as simple as dialling Subaru Roadside Assist's toll free number 1800 078 227 from anywhere and at any time in Australia and following the prompts.

To assist your Customer Service Consultant, please ensure you have the following prior to placing a call:

- Your Subaru Vehicle details
- Your breakdown location, with nearest intersecting street if possible
- Details of the problem or emergency
- A contact telephone number.

If possible, stay with your vehicle until roadside assistance arrives. Safety first, ensure you and your occupants are safe if your vehicle is in a hazardous situation.

This document explains the benefits you are entitled to under the Subaru Roadside Assistance Program.

Flat or Faulty Batteries	If your Vehicle's battery is flat, we will provide a jump start and provide any other practical assistance to get your Vehicle back on the road. If your Vehicle cannot be mobilised, we will organise a battery replacement. This will be at Subaru's expense in the first 24 months of the new vehicle warranty. At any other time the cost of the battery will be at your cost.
Emergency or Out of Fuel	We will provide sufficient fuel (petrol or diesel, not LPG) to help you get to the nearest service station, or alternatively we will have the Vehicle towed to the nearest service station at your cost.
Flat Tyres	We will change your flat tyre with your compatible, serviceable spare. If we deem the spare tyre incompatible, un-roadworthy or where multiple tyres are damaged, we will tow the vehicle to the nearest tyre shop, or Subaru Authorised Repairer at your cost.
Lost or Locked Keys	Where you have locked your keys in the car or have misplaced your keys, we will provide reasonable assistance, provided that proof of ownership is shown. Following your request to retrieve keys locked in the Vehicle, we will not take responsibility for any damage that may occur

	and will request that a waiver be signed in acknowledgement prior to any work commencing. In the event of lost keys, or when we are unable to open the Vehicle, the service of a locksmith can be arranged. Where practical, we may also arrange for the pickup and delivery of your spare key. Services in relation to locked keys or lost keys will be arranged at your cost.
Towing	Where the Vehicle cannot be mobilised at the roadside, we will tow your Vehicle to the nearest Subaru Authorised Repairer. If the breakdown has occurred outside of business hours, we will arrange for your Vehicle to be stored at a secure facility (where available) and delivered to the nearest Subaru Authorised Repairer during business hours.
Taxi	Where your Vehicle cannot be mobilised and has been cleared for towing, we will offer you a one way taxi journey. The taxi journey will be provided from the breakdown location, to the value of \$100 (inc. GST). This service is only available in metropolitan areas.
Bogged Vehicle	We will attend and recover your Vehicle from a bogged situation, provided there is reasonable and safe access available to a conventional two-wheel drive recovery vehicle. Services may be provided at our discretion. Additional assistance and any specialist equipment will be at your cost.
Caravan or Trailer Towing	We will provide towing for caravans or any other form of trailer body whilst being towed by the Vehicle which has experienced roadside breakdown and requires towing at your cost.

Travel and Accommodation Entitlements

You will be eligible to access travel and accommodation entitlements (or a combination of entitlements) up to a maximum of \$1,100 (incl GST) per annum per vehicle, where your Vehicle suffers a Breakdown 100km or more from the driver's Home and we estimate that the repairs will take more than 24 hours. These include:

Accommodation	If your Vehicle is immobilised by a Breakdown for more than 24 hours, we will provide up to three nights of accommodation up to a maximum 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 amount charged in excess of this limit will be at your cost. This benefit provides room only and excludes all ancillary costs such as meals, phone calls, laundry etc. This benefit will stop once your Vehicle has been repaired.
Accommodation and Rental Vehicle	If you require a rental vehicle and accommodation then we will provide (where available): <ul style="list-style-type: none"> • Up to two nights of accommodation/\$150.00 per night (inc. GST); and • A rental vehicle for up to two days at a limit of \$110.00 (inc. GST) per day. <p>This entitlement provides room only and excludes all ancillary costs such as meals, phone calls, laundry etc. This benefit will stop once your Vehicle has been repaired.</p> <p>Rental vehicle benefits will be subject to the availability of a suitable rental vehicle in the local area and is subject to any conditions or restrictions (such as age limitation) imposed by the rental company. You are responsible for all running and incidental costs, including fuel costs, toll charges, insurance excess fee that may apply in the event of a claim, excess kilometre charges, any traffic infringements, and any deposit required by the rental company. Rental vehicle benefits cease on the day your Vehicle has been repaired. Where the cost of accommodation and rental vehicle exceeds the maximum limits above, you will be responsible for payment of the excess amount.</p> <p>If a rental vehicle is unavailable, the provision of alternative transport will be at our discretion to the same maximum comparable rental vehicle cost.</p>
Rental Vehicle	Where you prefer to continue your journey whilst your Vehicle is being repaired, we will provide a rental vehicle for up to five days to a limit of \$110 (inc. GST) per day. Where the cost of the rental vehicle exceeds the maximum limit, you will be responsible for payment of the excess amount.
	Rental vehicle benefits will be subject to the availability of a suitable rental vehicle in the local area and is subject to any conditions or restrictions (such as age limitation) imposed by the rental

	company. You are responsible for all running and incidental costs, including fuel costs, toll charges, insurance excess fee that may apply in the event of a claim, excess kilometre charges, any traffic infringements, and any deposit required by the rental company. Rental vehicle benefits cease on the day your Vehicle has been repaired. Where the rental vehicle costs exceed the maximum limit above, you will be responsible for payment of the excess amount.
Alternative Transport	Should accommodation or a rental vehicle be unavailable following the immobilisation of your vehicle due to a Breakdown, alternative transport will be provided to you and any passengers travelling in your Vehicle to enable you to return to your Home or intended destination. Any amounts charged in excess of total benefit limit will be at your cost*.
Vehicle Relocation	Arrangements can be made for your Vehicle to be transported to your Home or intended destination in the event it has been immobilised by a Breakdown which cannot be repaired the same day, and you have left your vehicle to continue your journey to your intended destination. Alternatively, return transport can be provided to enable you to pick up the repaired Vehicle.

CONDITIONS

To remain eligible for Subaru Roadside Assist during the program period, your Vehicle must be in a well maintained and sound mechanical and roadworthy condition.

The provision of benefits and services under Subaru Roadside Assist are subject to:

- Resources available in the area;
- Any circumstances beyond our control (including but not limited to extraordinary delays caused by extreme weather conditions such as snow fall and flooding);
- Circumstances reasonably considered to be a force majeure event;
- The location of the vehicle, that being a trafficable road that cannot be accessed by a two-wheel drive recovery vehicle;
- Severe traffic congestion;
- Restricted Access Area requirements;
- The availability of a flatbed tow truck (except for BRZ);
- Service Limitations (refer to heading "Exclusions and Limitations"); and
- Priority service given to vehicles broken down at roadside.

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 the provision of the benefits and services under Subaru Roadside Assist are subject to the following exclusions and limitations:

- The vehicle being left unattended;
- The vehicle being unregistered;
- 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);
- The driver has engaged in unlawful activities or driving under the influence of drugs or alcohol;
- Caravans or trailers towed by your vehicle are not covered under the Program;
- The vehicle has major body modifications leading to a breakdown;
- There is a perceived safety risk determined;
- Bugged vehicles. Except where access is available and is trafficable by a two-wheel drive recovery vehicle and no specialised towing equipment is required. If specialist equipment becomes necessary, this will be at your cost. You will be advised of this condition prior to attendance by our service provider, and service is at our discretion;
- Vehicles located in a Restricted Access Area or not within a Service Area;
- Service calls due to an act of vandalism, break-in or attempted break-in of your vehicle;
- Issues arising from the fitment of non-genuine Subaru parts or accessories which are not of at least the same quality as genuine Subaru parts and/or accessories, or incorrect fitment of parts or accessories. This includes the fitment of LPG fuel systems;
- Vehicle abuse or neglect by you (as reasonably determined by us);
- Vehicle damage as a result of an Accident;

- Vehicle issues arising due to owner/driver faults, or failure by you to comply with our instructions;
- Vehicle immobilisation due to inappropriate maintenance, repair or use, caused intentionally or by negligence on the part of the owners, the driver or any other third party; and
- Vehicles operating as taxis, limousines, Uber or rental vehicles.

IMPORTANT INFORMATION

The information contained in this document is correct at the time of publishing.

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DEFINITIONS

Accident	A vehicle damaged by impact or collision of any nature, or by attempted or successful theft or break in.
Authorised Repairer	A Subaru Authorised Retailer.
Breakdown	Mechanical or electrical fault which has caused your vehicle to be immobilised or become unsafe to drive (whether in transit or otherwise).
Home	Your home or business address as registered on the Subaru Roadside Assist system.
Restricted Access Area	An area that is protected by security and/or other systems designed to prevent access by unauthorised people, and includes any area that we do not have permission to enter (including but not limited to airports, sporting venues, protests and concerts).
Service Area	An area in mainland Australia, Tasmania, Phillip Island and other areas that are trafficable by a two-wheel drive recovery vehicle or islands that are accessible by a two-wheel drive vehicle (excludes ferries).
Serviceable Spare	A wheel and tyre that is able to be fitted to mobilise your vehicle.
Vehicle	The vehicle registered on the Subaru Roadside Assist system.
We, Us or Our	Assist Australia Pty Ltd ABN 59 072 530 217.
You or Your	The person registered on the Subaru Roadside Assist system or the nominated driver of the vehicle.

PRIVACY

The personal information provided by you and other persons who request Subaru Roadside Assistance for your vehicle is collected by Assist Australia Pty Ltd to enable us to administer and provide you with roadside assistance, including arranging services to be supplied to you by third parties where appropriate. Assist Australia may exchange your personal information with Subaru Australia, the Australian Motoring Clubs and our related bodies corporate, agents, sub-contractors and other service providers (such as call centre providers, towing operators, accident management providers, car rental companies 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 or read our Privacy Policy (available at 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.