

KIA Roadside Assist – Terms and Conditions

These Terms and Conditions govern the operation of the Kia Roadside Assist Program and are effective from December 1st 2017.

KIA Roadside Assist Terms and Conditions

KIA Roadside Assist is offered to ensure adequate assistance is provided to you in the event of a Breakdown within Australia.

- Your vehicle purchase includes a complimentary Roadside Assist package for the first 1 year from the Warranty Start Date.
- The Roadside Assist package will be renewed on an annual basis if the vehicle is returned to an Authorised KIA Dealer for scheduled maintenance (as per the Capped Price Service Program) up to a maximum of eight (8) years.

The Roadside Assist Program excludes Rental vehicles, Hire Cars, Taxis and limousines. For details regarding vehicle eligibility, refer to the Roadside Assist section of the kia.com.au website.

The following outlines the general Terms and condition of the KIA Roadside Assist Program.

KIA Roadside Assist

In the event of a Breakdown or roadside concern, call Kia Customer Service on **131 KIA (13 15 42)** and select the Roadside Assist option.

Once a call for help has been received, and vehicle eligibility has been confirmed, Kia Roadside Assist will provide general advice specific to the concern with the customer's vehicle.

Once the nature of the concern has been clarified, the Customer Service Assistant will either assist to mobilise the vehicle or immediately dispatch a **KIA 24 Hour Roadside Assist** accredited service provider to the scene, or, in the event the vehicle cannot be mobilised, arrange for the vehicle to be transported to the nearest Authorised KIA Dealer.

Flat and Faulty Battery Assistance

KIA Roadside Assist will provide a 'battery boost' and any other practical assistance at the roadside to start the eligible vehicle. Where the eligible vehicle cannot be made mobile at roadside and where a new battery is required, the mobile delivery of a replacement battery will be arranged at the expense of:

- KIA Roadside Assist, if the battery is within the applicable 2 Year battery warranty; or
- The driver at any other time.

Where the vehicle cannot be mobilised at the roadside, the vehicle will be towed to the nearest Authorised KIA Dealer at Kia Roadside Assist's expense.

Emergency Fuel - Petrol or Diesel

Where an eligible vehicle has run out of fuel, KIA Roadside Assist will provide sufficient fuel (up to 20 Litres) to enable the vehicle to be driven to the nearest service station. Where it is not possible or practical to provide fuel, a tow will be provided to the nearest service station at KIA Roadside Assist's expense.

Wheel Changing

KIA Roadside Assist will replace a damaged tyre/wheel with the eligible vehicle's serviceable spare, where it is roadworthy and compatible with the other tyres/wheels on the vehicle. Where the spare is not serviceable, roadworthy or compatible, a tow to the nearest facility able to supply and/or repair the damaged tyre/wheel combination will be provided. Where two or more tyres have become damaged, KIA Roadside Assist will provide a tow to the nearest facility able to supply and/or repair the wheels/tyres.

Towing - Metropolitan and Country/Remote

Where the eligible vehicle cannot be mobilised at the roadside, towing will be provided to the nearest Authorised KIA Dealer from the Breakdown site provided that the Breakdown has occurred while the eligible vehicle is located on a gazetted public road, drive way, car park or storage facility.

If the Breakdown has occurred while the eligible vehicle is not located on a gazetted public road (for example, the vehicle is on private property), KIA Roadside Assist will seek approval from the customer prior to providing towing to the nearest Authorised KIA Dealer. The customer will be responsible for all costs once the customer approves the service to be provided.

Towing - After Hours

Where an eligible vehicle has become disabled and requires towing during periods where an authorised KIA Dealer is not open, towing and appropriate vehicle storage arrangements will be made at the expense of KIA Roadside Assist until the eligible vehicle can be delivered to the nearest Dealership.

Bogged Vehicle

Where an eligible vehicle becomes bogged or disabled on a road that is legally trafficable by conventional two wheel drive vehicles, the KIA Roadside Assist service provider will attempt to extricate the vehicle.

Any additional KIA Roadside Assistance or requirement for special equipment will be at the expense of the driver.

Lockout

Where an eligible vehicle is unable to be accessed due to lost or locked-in keys Kia Roadside Assist will arrange, up to the value of \$200 either (any additional costs must be borne by the customer at time of service):

- The pickup and delivery of the owner's spare key;
- For a patrol to attend to attempt to open the vehicle;
- For the attendance of a locksmith.

All action associated with lockouts will be subject to satisfactory proof of ownership (or owner authority) which confirms that the driver is authorised to drive the eligible vehicle.

General Roadside Assistance

Emergency repairs will be carried out by KIA Roadside Assist to ensure a speedy and efficient mobilisation of the disabled eligible vehicle.

Travel Arrangements

Following a Breakdown or Accident, Kia Roadside Assist will provide assistance with cancellation of any pre-arranged travel arrangements, including accommodation and flight reservations. Kia Roadside Assist shall provide information about destinations or travel planning as requested by the driver. This information may include, but not be limited to, the types of travel documents required for various destinations, ways to approach booking flights and accommodation, currency issues and/or standard of hotels.

The driver will be responsible for costs associated with rebooking or cancellation of travel plans.

Urgent Message Relay

In the event of a Breakdown or Accident, Kia Roadside Assist can connect the caller through to family members, friends or business associates so as to notify them of any possible delays.

Accident Coordination and Towing

Kia Roadside Assist will help the driver following an Accident to obtain necessary information from other parties, managing police involvement and the demands of tow truck operators who may be at the scene of the Accident. Subject to the location of the Accident, Kia Roadside Assist may, if applicable, transfer the Kia Vehicle to the appropriate Accident Allocation Dispatch centre.

Benefits when you are more than 100km from home

Accommodation Assistance

Kia Roadside Assist will provide hotel accommodation for the driver and four (4) passengers for six (6) nights to a maximum value of \$150.00 inclusive of GST per night. The driver will be responsible for any costs above this amount and also for any costs incurred relating to meals, telephone calls and any hotel sundries.

Rental Car Assistance

Kia Roadside Assist will supply a rental car for the driver for up to a maximum of six (6) days at maximum value of \$100.00 per day inclusive of GST. Rental car entitlements cease once the Kia Vehicle has been repaired. The driver will be responsible for any fuel costs, excess kilometre charges, toll charges, fines, damage to the rental car, excess payable on the rental car and any other costs incurred by the driver through their use of the rental car and seek prior approval from the Kia Customer to provide this service.

Caravan and Trailer Assistance

In the event that the Kia Vehicle is transported after a Breakdown, Kia Roadside Assist will also arrange transport for any caravan or trailer attached to the Kia Vehicle to either a secure holding yard or the nearest authorised repairer.

The driver is responsible for the costs incurred in the provision of this service and KIA Roadside Assist will seek prior approval from the Kia Customer prior to providing this service.

Recovery Assistance

When the Kia Vehicle has been repaired after a Breakdown, Kia Roadside Assist may arrange for delivery of the Kia Vehicle to the driver's home or intended destination. Alternatively, arrangements can be made for the driver to return to the location of the repaired Kia Vehicle for collection.

The driver is responsible for the costs incurred in the provision of Recovery Assistance.

Consequential Loss

To the extent permitted by law, Kia Motors Australia Pty Ltd, Digicall Assist Pty Ltd and each of their Contractors or agents will not be liable for any indirect or consequential loss or damage whatsoever arising out of the provision or failure to provide any benefits and services under Kia Roadside Assistance whether as a result of any negligent or wilful act or omission or howsoever arising.

Exclusions

Kia Roadside Assist is not required to provide any Services where any of the following occur:

- a) The Kia Vehicle has been modified for racing, trials, or rallying, and any Accident or any claim for Services has arisen in respect of such races, trails, rallies or participation in such activities.
- b) The Kia Vehicle is carrying more passengers or towing a greater weight than that for which it was designed as stated in the manufacturers' specifications or arising from or in connection with the improper, unauthorised, reckless or negligent operation of the Kia Vehicle or misuse of the Kia Vehicle.

- c) Mechanical Breakdown due to Kia Customer related damage or misuse of the Kia Vehicle. In such cases, the Services may still be provided however the Kia Customer will be responsible for all costs.
- d) The Kia Vehicle has not been serviced in accordance with the manufacturer's requirements.

Kia Roadside Assist will not be responsible for:

- a) Any damage to, or theft of objects and accessories which are left in or outside, the Kia Vehicle.
- b) The cost of providing Kia Roadside Assist Services following any Breakdown resulting from unauthorised repairs, or from faulty workmanship.
- c) The cost of providing Kia Roadside Assist Services following any Breakdowns caused by the fitting of accessories to the Kia Vehicle which are not genuine or are not from the original manufacturer or which are not approved by the manufacturer.
- d) The provision of Services in respect of, or any costs and expenses (or any increased costs or expenses) incurred in connection with, or as a result of the Kia Vehicle:
 - i) not being registered on the Kia Roadside Assist system where Kia Customer data is stored;
 - ii) being unregistered;
 - iii) being outside the Service Area;
 - iv) being unattended;
 - v) being not located on a Gazetted public road.
- e) Where the Kia Vehicle is bogged, except where access is available and is trafficable by a two-wheel drive recovery vehicle and no other specialist equipment is necessary. Should specialist equipment and/or towing become necessary the Kia Customer will be responsible for all costs. Provision of this Service is at Kia Roadside Assist's discretion. Kia Roadside Assist will notify the Kia Customer that the Kia Customer will be responsible for the associated costs and this condition before the Service is provided and seek prior approval from the Kia Customer to provide this service.
- f) Where the Kia Vehicle is immobile in a workshop undergoing repairs, or undergoing mechanical or electrical repairs at the Kia Customer's premises, Kia Roadside Assist is not responsible or liable for any costs arising from work carried out by an

Authorised Repairer, and all repairs and costs for repairs undertaken by the repairer are the responsibility of the Kia Customer.

DEFINITIONS

"Accident" means a collision between a Kia Vehicle and another vehicle or object, or an attempted break in or theft of a Kia Vehicle.

"Accident Allocation Centre" means an accident allocation centre operated by a state or territory Government.

"Authorised Repairer" means a repairer which has been authorised by Kia or Digicall to perform temporary repairs to mobilise the Kia Vehicle after a Breakdown.

"Breakdown" means an incident arising from a mechanical or electrical failure, which causes a Kia Vehicle to be immobilised or renders it unsafe to drive, provided this is not occasioned by an Accident. A Breakdown may also mean a driver-related incident including, but not limited to, a deflated tyre, locked or lost keys, insufficient fuel or flat battery.

"Contractor" means a company or contractor assigned by Kia Motors Australia Pty Ltd or Digicall Assist Pty Ltd to effect roadside assistance repairs, towing, transport and/or recovery of a Kia Vehicle.

"Kia Customer" means the owner of a Kia Vehicle or a person who is authorised to drive the Kia Vehicle by its owner, and is duly licensed to drive the Kia Vehicle under the relevant provisions, laws and regulations of Australia.

"Kia Dealer" means a dealer who is appointed by Kia under a Franchise Dealer Agreement to engage in the retail sale and servicing of Kia vehicles.

"Kia Vehicle" or "Vehicle" means any duly registered Kia vehicle (excluding Vehicles greater than 4.5 Tonnes, Taxis, Rental or Hire Vehicles) complying with the relevant provisions, laws and regulations for road worthiness and use, and registered with Digicall.

"Program" means the program of Services to be provided by Kia Roadside Assist to Kia Customers as described in these Terms and Conditions.

"Recovery" means the relocation of the Kia Vehicle by a towing operator or vehicle transport company (road or rail) back to a Kia Dealer, Authorised Repairer, the Kia Customer's home or intended destination as deemed appropriate by Digicall or Kia.

“Services” means those services set out in these Terms and Conditions.

“Service Area” means an area in mainland Australia, Tasmania, Philip Island and any other area that is trafficable by a two-wheel drive recovery vehicle or an island that is accessible by a two-wheel drive vehicular bridge (excluding ferries).

“Tow / Transport” means that the Kia Vehicle will be towed or transported by the most appropriate equipment available to Kia Roadside Assist, dependent on the Services available, the location of the Kia Vehicle and the time that the Breakdown or Accident occurs.