



# First Rescue Roadside Service Terms and Conditions

Please read the following terms and conditions carefully. If you have any queries at all, phone us on 0800 178 277.

The First Rescue Roadside Service is provided by First Rescue New Zealand Limited, a wholly owned subsidiary of IAG New Zealand Limited.

## Definitions

In these Terms and Conditions:

"**Vehicle**" means a motorised and roadworthy vehicle, which can be legally used on New Zealand public roads.

## Membership

Unless otherwise set out below, First Rescue Membership is non-refundable, non-transferable and personal to the named individual. Membership entitlements do not cover pre-existing incidents or breakdowns that occurred prior to the start date of your membership.

First Rescue reserves the right to deny services to any person who in First Rescue 's opinion is or has been abusive, threatening or violent toward any First Rescue staff, or who attempts or has attempted to receive service by deception, with no requirement to refund.

Payment of the First Rescue Membership is due annually in advance, through our payment portal Shopify [Shopify Terms of Service](#).

The First Rescue Membership fees for a 12-month membership, are as follows:

Membership	Amount
Standard Membership	\$48
Standard Membership (immediate cover, no stand-down period)	\$149
Premier Membership	\$84

All dollar values stated are GST inclusive.

## Renewal

We will notify you in writing 30 days' prior to the end of your 12 month membership, advising you that it is due to expire. Unless we hear from you otherwise advising us that you wish to

Last updated April 2023

cancel your membership, your First Rescue Membership will automatically renew for a further 12 month period.

**Stand down period**

Unless the immediate Standard Membership option is paid for, a 24-hour stand down period applies to all memberships (both Standard and Premier) and the First Rescue Roadside Service will not be provided during the first 24 hours of Membership commencing.

**Upgrades**

You may upgrade your Standard Membership to a Premier Membership by paying the difference in price. A stand down period will apply from the commencement of the upgraded service.

**Cancellation of your First Rescue Membership**

You may cancel your First Rescue Membership at any time, by notifying First Rescue in writing that you wish to cancel the First Rescue Membership. A full refund will only apply if the policy is cancelled within 15 days of the date that you purchased your Membership (whether for the first time or on renewal). After this period, a termination fee will be charged, as set out in the table below:

**Termination Fee:**

<b>Termination Charge</b>	<b>Months 1-6</b>	<b>Months 7-12</b>
Standard Membership	\$24	\$14
Premier Membership	\$42	\$22

The termination fee covers First Rescue’s administration costs in processing a cancellation.

**Callouts**

In the event of a Vehicle breakdown, you must phone the First Rescue immediately to request breakdown assistance and be advised of services available. You must be with the Vehicle at the time of breakdown and remain with the Vehicle until the callout is attended. You must be able to produce a form of identification acceptable to the First Rescue, such as a driver's licence, when the callout is attended.

**Service Entitlements**

The First Rescue Standard Roadside Service comprises the following:

<b>Benefits</b>	<b>Standard Roadside Service</b>	<b>Premier Roadside Service</b>
<b>Coverage</b> – This service is provided to the member in any Vehicle and to	✓	✓

anyone driving your nominated Vehicle 24 hours a day, 7 days a week, NZ wide.		
<b>Unlimited callouts</b> – The registered member is entitled to unlimited callouts in any one year of registration.	✓	✓
<b>Taxi</b> – Provision of a taxi (50kms radius or \$80 inclusive of GST) where the Vehicle is non-operational due to a mechanical defect.	✓	✓
<b>Tow to Safety</b> – If the technician is unable to mobilise the Vehicle roadside, then the Vehicle will be towed to the nearest place of safety.	✓	✓
<b>Towed Vehicles</b> – If you were towing a boat, trailer or caravan when you broke down these Vehicles will also be towed/transported to the First Rescue approved repairer or place of safety.	✓	✓
<b>Flat battery / jump start</b> – If the Vehicle cannot be jump started due to the battery requiring replacement, the Vehicle will be referred or transported to the nearest approved repairer.	✓	✓
<b>Lockout assistance</b> – (keys locked in Vehicle) First Rescue will dispatch a provider to unlock the Vehicle or if more convenient, arrange for the spare set of keys to be delivered to the driver. A limit of \$200.00 (inc. GST) applies to this benefit. All additional costs are owners' responsibility.	✓	✓
<b>Out of fuel</b> – First Rescue will arrange, free of charge, the delivery of 5 litres of petrol or diesel to	This benefit has a maximum use of <b>3</b>	This benefit has a maximum use of <b>5 times</b>

enable the Vehicle to travel to the nearest filling station.	<b>times</b> per 12-month membership.	per 12-month membership.
<b>Out of charge (EV)</b> – First Rescue will send out a transportation provider to transport the Vehicle to the closest charging station, the customers home or business address.	✓	✓
<b>Tyre</b> – First Rescue will dispatch a provider to remove the flat tyre and fit the Vehicle spare wheel. If the spare wheel is flat or has no spare (Vehicle has collapsible tyres or a Tyre Mobility System) First Rescue will pay for a provider to assist the caller refill the tyre or to transport the Vehicle to the nearest approved repairer or place of safety.	✓	✓
<b>Mechanical breakdown</b> – First Rescue will dispatch a provider to tow/transport the Vehicle to the nearest First Rescue approved repairer or place of safety. If the owner/driver elects to have the Vehicle towed/transported to a place of his/her own nomination and this distance is greater than would have been to First Rescue’s preferred repairer or place of safety, the additional charge for the excess kilometres will be at the cost of the owner/driver of the transported Vehicle. If a second tow is requested following storage at the approved repairer or place of safety, this cost will be the owner/driver responsibility.	✓	✓
<b>Free Motorist Technical advice</b>	✓	✓
<b>Windscreen/glass repair or replacement</b> - First Rescue will refer the owner/driver to the nearest	✓	✓

approved repairer or automotive glass specialist repairer.		
<b>Friends and Family Contact Service</b> – In the event of a breakdown or accident, First Rescue can connect their call to family members, friends, or business associates to notify them of any possible delays.	✓	✓
<b>Accident / Collision Assistance</b> - If the Vehicle is involved in a motor Vehicle accident, after ensuring all parties are safe First Rescue will provide advice/referral to the owner/driver and if requested, organise an accident/tow provider to attend and transport the Vehicle to an approved repairer or place of safety. Transportation/storage costs remain the responsibility of the owner/driver.	☒	✓
<b>Incorrectly Fuelled Vehicles Assistance</b> – Non warranty events – First Rescue will continue to support the customer at their time of need however once the Vehicle is transported to the authorised dealer or service agent and the fault is deemed not to be covered under warranty or is deemed as accident damage then the event costs be included into the dealer repair invoice to the customer i.e. incorrect fuel, punctured radiators, water hoses etc.	☒	✓
<b>Rental car or emergency accommodation</b> – If the Vehicle is immobilised greater than 100 kilometres from the owner/driver’s normal place of residence (as registered in the program), and cannot be repaired within 24 hours,	☒	✓

<p>the owner/driver will be entitled to a rental car to a cost of \$120 per day and a maximum of three days rental or 2 nights emergency accommodation, room charge only up to \$180 maximum. Rental Vehicle insurance waiver reduction and petrol costs remain the responsibility of the owner/driver.</p>		
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**Roadside Service Exclusions**

The First Rescue Roadside Service (Standard or Premier) does not include the following:

- a) Vehicles used in motor racing, car rallies, speed or duration testing or any practice thereof.
- b) Claims arising from the loss or damage to the contents of the Vehicle.
- c) Claims arising from damage caused through the forced entry of a Vehicle in any attempt to unlock and recover keys locked in the Vehicle, whereby the owner/driver has been fully briefed on the risk and situation by the First Rescue provider in attendance, and the owner/driver has subsequently agreed to sign the indemnity form offered by the provider prior to commencing forced entry/unlock of the Vehicle.
- d) Claims arising from a recurring electrical or mechanical failure resulting from improper care or Vehicle maintenance, or Vehicle servicing where a known fault and repair has been neglected.
- e) Situations where the Vehicle is disabled by floods, snow affected roads, or is not accessible due to other adverse road or weather-related conditions.
- f) Vehicles being bogged/trapped in off road conditions, and not accessible by normal two wheel drive recovery Vehicles.
- g) Vehicles located off designated public roads (other than private residence), and not accessible by normal two-wheel drive recovery Vehicles.
- h) Any Vehicle exceeding 3.5 tonnes.
- i) Vehicle has been left unattended.
- j) Vehicles not displaying a current motor Vehicle registration certificate and warrant of fitness.
- k) Costs relating to parts, labour or any associated costs for the repair of the Vehicle outside of the benefits listed shall be at the owner/driver’s expense.

**Liability of First Rescue**

To the maximum extent permitted by law, First Rescue disclaims all liability and responsibility for any direct or indirect loss or damage arising from or in connection with the provision of the First Rescue Roadside Services. To the maximum extent permitted by law, First Rescue will not be liable to you under the law of tort, contract or otherwise for:

- a) any damage to the Vehicle or theft of objects and accessories which are left in or outside the Vehicle;

- b) any exemplary, special, indirect or consequential damages or losses (including, but not limited to, loss of profits).

Without limiting the clause above, to the maximum extent permitted by law, First Rescue's liability to you shall be limited to the amount you paid First Rescue for the purchase of your First Rescue membership.

## **Your personal information**

By purchasing this service from First Rescue, you authorise First Rescue to share your personal information with the provider(s) of the First Rescue Service, engaged by First Rescue from time to time for the purposes of providing the services.

The Vehicle assistance helpline operators may record telephone calls. By purchasing the First Rescue Service you authorise those operators to share those telephone recordings with First Rescue for any purposes relating to:

- Your service with First Rescue; and
- Training and quality assurance.

You can request access to and correction of any personal information First Rescue holds about you. Unless First Rescue has a lawful reason for withholding this information First Rescue will provide you with access.