



DUCATI

ROADSIDE ASSISTANCE

TERMS & CONDITIONS



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A. GENERAL INFORMATION

These terms and conditions describe the terms of Your roadside assistance membership.

A.1 ROADSIDE ASSISTANCE MEMBERSHIP

Membership period: the start and end date of the membership are stated on the Membership Certificate.

Waiting period: is the period during which You are not entitled to receive any services from Us. The waiting period is 48 hours from the commencement of Your membership, as stated on the Membership Certificate when Your Ducati Retail Membership starts.

If during the waiting period You need any of Our services included under Section F.1 Roadside and Towing Assistance for included Events in Section C, You will be charged an additional fee of \$150 (incl. GST). This service fee pays for the initial call out only for the Services included under Section F.1 Roadside and Towing Assistance for included Events in Section C. You must pay the service fee before we provide services to You. No other Services will be provided to You under these Terms and Conditions.

A.2 ROADSIDE ASSISTANCE PROVIDER

Roadside assistance under the Ducati Roadside Assistance membership is provided by First Rescue New Zealand Limited, Incorporation Number 8331392 trading as First Rescue will provide the services on the terms and conditions set out below.

B. HOW TO CONTACT US

Need help?

Call us on **0800 203 303**

Please have the following information ready:

- the Vehicle registration number
- the exact location of the Vehicle
- a contact telephone number
- a description of the problem.

Please stay with the Vehicle if it is safe to do so. If We arrive at the breakdown location and the Vehicle is unattended, We may be unable to carry out any work and payment may be required for any subsequent callouts to assist with the same incident.

C. SUMMARY OF EVENTS & SERVICES

INCLUDED EVENTS		
WHAT IS INCLUDED?		
Breakdown		Included
Flat Battery		Included
Flat Tyre(s)		Included
Lack of Fuel		Included
Other Fuel Problems		Included
Electric Vehicle out of Charge		Included
Key Issues		Included
Bogged Down Vehicle		Included
Accident and Related Events (Accident, Fire, Vandalism, Climate Events)		Coordination only at Your cost
Theft and Related Events		Coordination only at Your cost

Please see Section E.2 for definition of Events.

The services provided and their limits are shown in this table:

SERVICE	CONDITIONS & LIMITS*
Roadside repair and Towing	<ul style="list-style-type: none">• roadside repair on spot for the Vehicle• small technical expenses up to \$20 (incl. GST)• towing to the nearest Ducati Authorised repairer, tyre outlet or petrol station• storage until repairer opens• Bugged Down Vehicle rescue• specialist rescue at Your cost• Lack of Fuel: up to 10L, or towing to a refueling station• locksmith up to a value of \$200 (incl. GST)• taxi for any urgent need or obtain spare key up to \$150 (incl. GST)

<p>Replacement Vehicle</p>	<p>If the Vehicle is Immobilised more than 100 km away from Home and cannot be repaired on the same day:</p> <ul style="list-style-type: none"> • standard category class sedan or SUV hire car Category • replacement vehicle up to 10 consecutive days • up to \$99 (incl. GST) per day • taxi to reach rental car agency up to \$150 (incl. GST)
<p>Hotel Accommodation</p>	<p>If the Vehicle is Immobilised more than 100 km away from Home and cannot be repaired on the same day:</p> <ul style="list-style-type: none"> • up to 10 nights • up to \$200 (incl. GST) per night, excl breakfast • taxi to reach hotel up to \$150 (incl. GST)
<p>Continuation of Journey OR Return Home</p>	<p>If the Vehicle is Immobilised more than 100 km away from Home and cannot be repaired on the same day:</p> <ul style="list-style-type: none"> • taxi up to \$150 (incl. GST); or • rental car up to 2 days, \$99 (incl. GST) per day or • train up to \$2000 (incl. GST); or • plane up to \$2000 (incl. GST),; and • if transport not available on the same day: Hotel up to 1 night, up to \$200 (incl. GST) per night, excl. breakfast; and • taxi to reach hotel/transport up to \$150 (incl. GST)

Repaired Vehicle
Delivery

If the Vehicle is Immobilised more than 100 km away from Home and cannot be repaired on the same day:

- tow truck or vehicle carrier organized and coordinated at Your cost

Repaired Vehicle
Collection

If the Vehicle is Immobilised more than 100 km away from Home and cannot be repaired on the same day:

- by taxi up to \$150 (incl. GST); or
- by train up to \$150 (incl. GST); or
- by plane up to \$250 (incl. GST), if distance from Home/final destination exceeds 100 km

* Limits apply per Service, Event and length of time.
Please see Section E and F for details.

D. SERVICE AREA

The Ducati Roadside Assistance is available on public roads trafficable by a two-wheel drive recovery vehicle in New Zealand or an island that is trafficable by a two-wheel drive vehicular bridge (excludes ferries). If Our services incur ferry or overseas transport costs, you will be responsible for such extra costs.

E. DEFINITIONS

E.1 GENERAL DEFINITIONS

Some words and phrases have specific meanings and are defined in the terms and conditions. For easier reading, they are formatted with capital letters.

Authorised repairer: a Ducati dealership or a repairer which has been authorised by Ducati New Zealand to perform temporary repairs to mobilise the Vehicle after a

breakdown.

Event: any event as defined in Section E.2 Definitions of Events, which entitles You to Ducati Roadside Assistance services.

Home: Your permanent, fixed home address for legal and tax purposes in New Zealand.

Immobilisation of the Vehicle: any event causing the Vehicle to be immobilised, or unsafe to drive, on public roads. In these terms and conditions, **Immobilised**, **Immobilised Vehicle** and **Vehicle is Immobilised** have corresponding meanings.

Vehicle: private motorcycle (which may include an attached sidecar), quads, Tricycles, for use on public roads, registered in a state or territory in New Zealand and registered under the membership.

We, Us or Our: First Rescue New Zealand Limited trading as First Rescue and its employees, agents, contractors, service providers and related companies including assistance providers organising all assistance services after an Event.

You/Your: the member of the Ducati Roadside Assistance program who is entitled to receive Our services, including any person who You tell Us is authorised to drive the Vehicle.

E.2 DEFINITION OF EVENTS

Breakdown:

- any sudden and unexpected mechanical, electrical, hydraulic or electronic failure, which results in the Immobilisation of the Vehicle, including flat battery. Battery charge depletion of Electric Vehicles is not considered a breakdown unless battery cannot be recharged because of battery technical issues.

Accident and Related Events:

- **Vehicle Accident:** any sudden unforeseen and involuntary event, collision, crash or impact against a fixed or moving object which results in the Immobilisation of the Vehicle.
- **Fire:** heat or flame which damages the Vehicle and results in its Immobilisation.
- **Vandalism:** any breakage or damage to the Vehicle by a third party which results in its Immobilisation.
- **Climate Events:** any event due to a natural disaster such as hail, flood, storm, hurricane, rain, sleet, snow, wind, lightning or other similar event when not officially declared as a natural disaster and which results in the Immobilisation of the Vehicle.

Rider / Driver errors:

- **Lack of Fuel:** fuel shortage which results in the Immobilisation of the Vehicle.
- **Other Fuel Problems:** wrong fuel, frozen fuel or polluted fuel, which results in the Immobilisation of the Vehicle.
- **Electric Vehicle out of Charge:** electric motive power battery charge depletion, which results in the Immobilisation of the Vehicle.
- **Flat Tyre(s):** deflation of one or more tyres, which results in the Immobilisation of the Vehicle.
- **Key Issues:** Vehicle keys that are locked in the Vehicle, damaged, malfunctioning, lost or stolen and which results in the Immobilisation of the Vehicle.
- **Bogged Down Vehicle:** Vehicle stuck in the sand, snow or mud resulting in the Immobilisation of the Vehicle. The Vehicle must be in a location that is trafficable by a two-wheel drive recovery vehicle without using specialist equipment.

Theft and related events:

- **Theft of Vehicle:** The Vehicle has been stolen.
- **Attempted Theft and Theft of Parts:** theft or damage of Vehicle parts or equipment, which results in Immobilisation of the Vehicle at the breakdown location.

F. ASSISTANCE SERVICES

If the Vehicle is Immobilised due to any Event defined in Section E.2, We will provide roadside assistance services within the limits and conditions mentioned for each service described below and summarised in Section C.

F.1 ROADSIDE & TOWING ASSISTANCE

Please note for all services described in Section F.1: roadside assistance, costs for Accident and Related Events and Theft and Related Events will be Your responsibility.

F.1.1 Roadside repair on spot

If the Vehicle is Immobilised due to any included Event in Section C, We will provide roadside assistance wherever possible in order to determine the fault and, if possible, conduct a roadside repair on the spot to enable the Vehicle to be safely driven again.

We will jump-start the flat battery or replace the battery if required.

We will bear the cost of small technical expenses such as bulbs or fuses used to fix the Vehicle on the spot if the Vehicle does not already contain these items up to \$20 (incl. GST).

F.1.2 Towing & Recovery

If the Vehicle is Immobilised due to any included Event in Section C, and the Vehicle cannot be repaired on the spot, Our roadside assistance provider will transport it to the closest Authorised repairer or tyre outlet.

Storage: if the repairer to which the Vehicle is to be towed is closed (e.g. outside normal business hours), We will transport the Vehicle to a secure parking or storage facility. We will then transport the Vehicle to the closest Authorised repairer on the next working day.

Bogged Down Vehicle: We will recover the Vehicle from a bogged situation where reasonable and safe access is trafficable by a two-wheel drive recovery vehicle and no specialist equipment is necessary.

Specialist rescue: if a specialist vehicle (e.g. 4WD) or specialist equipment (e.g. crane) is required, We will recover the Vehicle at Your cost.

Taxi for any urgent need: if the Vehicle is towed and You are unable to travel in the recovery vehicle, We will provide one single taxi ride up to \$150 (incl. GST).

Lack of Fuel: if the Vehicle runs out of fuel, We will provide sufficient petrol or diesel fuel (up to 10 litres per occasion, up to 2 occasions per year) or tow the Vehicle to the nearest petrol station.

Electric Vehicle out of Charge: We will tow the Vehicle to the nearest charging point, the nearest Authorised repairer, or Your Home, whichever is the closest.

F.1.3 Key Recovery

If the Vehicle is Immobilised because the key is stolen, lost, damaged, malfunctioning or left in the storage compartment under the seat of the Vehicle, We will organise one single taxi ride to enable the spare key to be collected up to a value of \$150 (incl. GST).

If the key is locked in the storage compartment under the seat of the Vehicle, the attending technician or locksmith may gain access to the storage compartment under the seat of the Vehicle (once a consent and indemnity form has been signed by You. We may also ask for proof of ownership prior to providing this service) to retrieve the key. We will provide for a locksmith up to a value of \$200 (incl. GST). If We are not able to gain access, the services and limitations of storage and towing under Section F.1.2 Towing & Recovery will apply.

F.2 PASSENGER ASSISTANCE

Please note for all services described in Section F.2: roadside assistance, costs for Accident and Related Events and Theft and Related Events will be Your responsibility.

F.2.1 Replacement Vehicle

Following a Towing/Recovery that We organised and in case the Vehicle is Immobilised more than 100 km from Your Home due to included Events in Section C, and cannot be repaired on the same day, We will organise a replacement vehicle, to an equivalent or lesser category as the Vehicle. This service is subject to the availability of a replacement vehicle.

The replacement vehicle will be provided until the Vehicle is repaired up to a maximum of 10 consecutive days up to \$99 (incl. GST) per day.

We will organise one single taxi ride to the rental car provider up to \$150 (incl. GST).

Vehicle insurance is included however Excess Waiver Reductions and Fuel costs remain the responsibility of the renter.

F.2.2 Hotel Accommodation

If the Vehicle is Immobilised more than 100 km from Your Home due to any included Event in Section C, and cannot be repaired on the same day, the following applies:

- We will organise hotel accommodation for You and Your passengers if You choose to stay with Your Vehicle until it is repaired, up to 10 nights and up to an amount of \$150 (incl. GST) per night for all passengers combined, excluding breakfast (all other costs are Your responsibility); and
- We will organise one single taxi ride to the hotel up to \$150 (incl. GST).

F.2.3 Continuation of Journey <or/and> Return Home

If the Vehicle is Immobilised more than 100 km from Your Home due to any included Event in Section C, and

- cannot be repaired on the same day, We will organise the continuation of Your journey to the final destination or Your return home for You and Your passengers by the most appropriate of the following means as determined by us. Please note that only one method is available for You and Your passengers combined:
 - by taxi up to \$150 (incl. GST); or
 - by train in economy class up to \$2000 (incl. GST); or
 - by plane in economy class up to \$2000 (incl. GST); or
 - by rental car for up to 2 days up to \$99 (incl. GST) per day to an equivalent or lesser category as the Immobilised Vehicle including drop-off charges, subject to rental car availability with the rental car provider.

In case the continuation of Your journey or the return Home cannot be organised on the same day of the Immobilisation of the Vehicle, We will organise hotel accommodation for You and Your passengers, up to 1 night and up to an amount of \$200 (incl. GST) per night excluding breakfast (all other costs are Your responsibility).

If required, We will organise one single taxi ride up to \$150 (incl. GST) to reach the train station, airport, rental car provider or the hotel.

F.3 REPAIRED VEHICLE DELIVERY & COLLECTION

Please note for all services described in Section F.3: roadside assistance, costs for Accident and Related Events and Theft and Related Events will be Your responsibility.

F.3.1 Repaired Vehicle Delivery

If the Vehicle is Immobilised more than 100 km from Your Home due to any included Event in Section C, We will deliver the repaired Vehicle from the repair shop to Your Home, office or temporary place of residence at Your cost after the Vehicle has been repaired.

F.3.2 Repaired Vehicle Collection

If the Vehicle is Immobilised more than 100 km from Your Home due to any included Event in Section C, We will organise the collection of the Vehicle by one of the following means after the Vehicle has been repaired:

- by taxi up to \$150 (incl. GST); or
- by train in economy class up to \$150 (incl. GST); or
- by plane in economy class up to \$250 (incl. GST),

G. LIMITATION OF LIABILITY

In the event of an emergency, call 111. We are not an emergency services provider.

We cannot provide any services in circumstances which may contravene applicable laws in the relevant territory in New Zealand. Our services are subject to service providers being reasonably available in the vicinity of the breakdown location.

We will only be liable for the assistance services which We provide under these terms and conditions. First Rescue will take reasonable steps to ensure that its service providers provide services in accordance with these terms and conditions, to the maximum extent permitted by applicable laws.

Neither party is liable for any failure to perform any obligation under these terms and conditions due to an unforeseeable event beyond a party's reasonable control including:

- ionizing radiation or radioactive contamination from any nuclear fuel or the nuclear waste arising from burning nuclear fuel;
- radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment;
- machine explosion;
- war (whether war be declared or not), invasion, acts of foreign enemies, terrorism, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, riot, popular movements or civil commotion, sabotage;
- pandemic, epidemic, severe weather including hail, storm, lightning, cyclone, hurricane, excessive rain, sleet, snow or wind or other similar event or natural disaster (whether declared or not) such as bushfire, drought, heatwave, flood, earthquake, landslide, volcanic eruption or tsunami; and
- embargo, economic sanctions, industrial action including strikes, seizure or constraint by public force or government restriction.

H. EXCLUSIONS AND LIMITATIONS

The Ducati roadside assistance membership does not include any of the events stated in this Section H.

We will not be obliged to assist You in the event of a request for assistance caused by, arising from or in connection with the following:

- costs incurred by You without Our prior agreement or
- costs which are not specified as being paid by Us under these terms and conditions;
- costs that You have incurred before the included Event occurred;
- any costs where You have not provided Us with evidence that You have incurred those costs;
- You organising any of the services detailed in these terms and conditions without first receiving authorisation from Us and an incident number;
- the use of drugs or narcotics not prescribed by a medical practitioner or the abuse of alcohol;
- Your acts of fraudulence, negligence or dishonesty;
- the Immobilisation of the Vehicle outside the Service Area or the membership period;

- the Immobilisation of the Vehicle during an event, race or motorised competition (or its tests) while You are a competitor in that event;
- costs of replacement parts unless specified as being paid by Us under these terms and conditions;
- costs that would normally be payable by You, such as fuel or toll charges except where specified in these terms and conditions as being paid by Us;
- costs for specialist rescue or costs incurred by Us where the Immobilisation of the Vehicle occurred on a road that is not a public road and the Vehicle is not accessible using our standard recovery equipment unless specified in these terms and conditions;
- the Vehicle not being kept in a roadworthy condition or not being serviced according to the manufacturer's recommendations. We reserve the right to request proof of servicing acting reasonably;
- Immobilisation of the Vehicle as a result of a product safety recall;
- the Vehicle is Immobilised in a workshop undergoing repairs or is undergoing mechanical or electrical repairs at Home;
- if You haven't fixed a fault that was the subject of a previous callout in the last 28 days. It is Your
- responsibility to carry out a permanent repair as soon as possible after We provide any temporary repairs at the breakdown location;
- failure by You to comply with applicable laws in New Zealand;
- failure by You to comply with reasonable instructions provided by Us or Our service providers; or
- hitchhikers.

I. GENERAL PROVISIONS

I.1 CANCELLATION AND REFUNDS

You can cancel the membership at any time. If You have not used any of the roadside assistance services, We will refund Your membership fees on a pro rata basis.

Call us on the number indicated on the last page to request a refund. Please note that we may decline the request for a refund if You have used any of Our roadside assistance services.

I.2 CHANGES TO TERMS AND CONDITIONS

We may at any time write to You informing You about a proposed change to these terms and conditions. The proposed change(s) will take effect from the date that is 30 days from the date that we write to You, unless otherwise advised. If the change is a significant detrimental change, You may cancel the membership at any time by calling us on the number indicated on the last page.

I.3 JURISDICTION

The governing law of these terms and conditions is the laws of New Zealand. Any legal proceedings in relation to these terms and conditions may be raised by either party in a court of competent jurisdiction in New Zealand. All communications and documentation in relation to these terms and conditions will be in English.

I.4 COMPLAINTS

If you are dissatisfied with our services in any way, please contact us and we will attempt to resolve the matter in accordance with our internal complaints procedures. You can contact us to make a complaint via the details below:

First Rescue

- 0800 203 303
- feedback@fiirstrescue.co.nz

I.5 NEW ZEALAND CONSUMER LAW

Despite anything contained in these terms and conditions, the New Zealand Consumer Law (NZCL) gives you statutory rights including guarantees and remedies that cannot be excluded or modified by these terms and conditions. The NZCL guarantees and remedies include (depending on the type of failure, fault or defect) repair or replacement, a refund, compensation for reasonably foreseeable loss or damage, or a resupply of the goods or services if the goods or services do not meet the standards required by the NZCL.

I.6 PRIVACY

We collect your personal information: Your privacy is important to us. To offer, quote, and provide you with our products and services, we, namely First Rescue New Zealand trading as 'First Rescue', collect, store, use, and disclose your personal information including sensitive information. We usually collect it directly from you but sometimes from others such as motor dealers and vehicle providers, our agents, vehicle hire companies, vehicle manufacturers, and towing

contractors. We are responsible for ensuring your personal information is used and protected in accordance with applicable laws including the Privacy Act 1988. Personal information we collect includes your name, address, date of birth, email address, motor vehicle registration and vehicle identification number, vehicle owner details, and sometimes your bank account details, as well as other information we collect through devices like 'cookies' when you visit our website such as your IP address and online preferences.

Uses and Purposes of collection: We use your personal information primarily to offer, quote, and provide our products and services (including renewals) including roadside assistance, and other assistance services. We also use it to manage your and our rights and obligations in connection with any such products and services you have obtained or about which you have inquired. For instance, we use it to contact tow truck providers, roadside assistance providers, and others with whom we engage to provide roadside assistance services to you. We may also use it for product development, marketing (where permitted by law or with your consent), customer data analytics, research, IT systems maintenance and development, recovery against third parties, investigations into suspected fraud or other unlawful activities, liaison with other insurers and insurance reference bodies, and for other purposes where permitted by law. We do not use sensitive information for marketing purposes or provide that information to any third parties for marketing.

Disclosure to third parties: Your personal information may be disclosed to others depending upon the particular circumstances, such as to third parties who assist us to carry out the above activities under the 'Uses and Purposes' heading above, both inside and outside of New Zealand. This includes claims management providers, insurers, investigators, roadside assistance and towing providers, vehicle manufacturers and dealers, overseas data storage (including 'cloud' storage) and data handling providers, legal and other professional advisers, your agents and vehicle manufacturer or provider, insurance reference bodies in the case of suspicious claims or credit card transactions, and our related and group companies including IAG New Zealand Limited. Some of these persons and entities to whom we may disclose your personal information, assist us to provide our products and services and to improve our

business.

We also, where necessary, may disclose your personal information to Government Departments as well as to regulatory bodies.

Promotional material: We may, where permitted by law or with your consent, contact you by telephone, normal mail, email, electronic messages such as SMS, and via other means with promotional material and offers of products or services from us, our related companies, as well as offers from our business partners that we consider may be relevant and of interest to you. Where we contact you with such offers, you can withdraw your consent at any time by calling us on 0800 203 303 or by contacting us – see below.

Providing us with personal information of others: When, in connection with one of our products or services you provide personal information to us about another person or you receive personal information from us about another person (such as when you are the primary person entitled to roadside assistance but another person is driving your vehicle), we rely on you to have first obtained the other person's consent for you to provide and receive their personal information, and we rely upon you to make them aware of the matters set out in this Privacy Notice. If you don't have the person's consent, you must inform us.

HOW TO CONTACT US

Need help?

Call us on **0800 203 303**

Please have the following information ready:

- the Vehicle registration number
- the exact location of the Vehicle
- a contact telephone number
- a description of the problem.

Please stay with the Vehicle if it is safe to do so. If We arrive at the breakdown location and the Vehicle is unattended, We may be unable to carry out any work and payment may be required for any subsequent callouts to assist with the same incident.

June/2023 IMP3391

Version of Terms & Conditions:

RSA Mobility Technical Breakdown & Accident v8.1

PUBLIC USE