

Your Roadside Assistance

Terms & Conditions



Terms and Conditions

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INTRODUCTORY INFORMATION

This information pack is provided by us **Roadside Support** to you (the customer), to assist you with the understanding and any subsequent use of your **Roadside Support** Membership.

This is a guide to your entitlements and explanation of the services provided to you, in accordance with the level of services you have been contracted to receive or those services you have elected or chosen to purchase.

From time to time, **Roadside Support** may require changes to be made to some of its products and services, scope of cover and range of services and it may exercise, in its absolute discretion, changes, modifications or alterations to some of the terms of your membership program.

Anytime where any amendments are made, you will be notified by **Roadside Support** or our service provider, with a detailed description to any changes, modifications, alterations or additions to any membership terms and procedures.

Full membership terms and conditions can be found and all customers can obtain a copy of the most recent terms and conditions on our website at: www.roadside support.com.au.

In addition to providing cover and services to Australian registered motor vehicles, **Roadside Support** also provides coverage and services to other special purpose vehicles including, but not limited to: **Motor Vehicles, Motorcycles, Motorised Transport, Caravans or Motorhome.**



OUR PRIVACY POLICY

PRIVACY

Information on how we handle your personal information is explained in our privacy policy, which you can obtain from the Roadside Support website at www.roadside support.com.au

We may use your personal information to notify you about other products, services and special offers or for renewals and reminders, from time to time.

You can request not to receive any of this material by contacting the Roadside Support team at support@roadside support.com.au

HOW WE HANDLE A COMPLAINT OR DISPUTE

If at any time, you feel you may have been dealt with in an unsatisfactory manner, please contact us support@roadside support.com.au

You may call us on 1300 886 987, if you would like more information about the complaint and dispute resolution process.



OUR SERVICE COMMITMENT TO YOU

OUR AIM

Is always to mobilise your Vehicle at the time of breakdown in the most practical and efficient manner available to us, at the time and in the context of the incident at hand. Our job is to provide the most reasonable options appropriate to the situation to assist you in getting your Vehicle to the most convenient, safe and most practical place of repair.

Depending on which package and what level of service you have either been provided with or purchased, we will also liaise with you, to provide the most suitable benefits to minimize the disruption to you and your passengers and to ensure maximize safety in the event.

FAIR AND REASONABLE LIMITATIONS ON SERVICE PROVIDED

In providing our services to you, some limitations may be imposed on the final provision of services to you. These limitations may be based upon the level of cover you are eligible to receive, the level of cover you have selected and may also be affected by any limitations imposed on you or by us, at the time of service, due to and affected by the circumstance of the event itself. Some of these conditions may include accommodation (refer to page 9), caravan and tow restrictions (refer to page 8).

OTHER LIMITATIONS THAT WE MAY IMPOSE

It is important to Roadside Support that all Customers are treated fairly and are able to access their membership benefits wherever possible.

However our expectation is that Customers will agree to maintain their Vehicle in sound working order, and in good and proper mechanical condition at all times.

Roadside Support, therefore reserves the right to limit or to refuse to provide services to a Member where, in the opinion of Roadside Support, the Member's use of the Services is deemed to be excessive, unreasonable or not reasonably required by the Member in the circumstances of the event.

When service is requested in any manner, which is deemed to be excessive, we may request that you substantiate to us, that the vehicle is in a sound mechanical and roadworthy condition by providing a current roadworthy certificate or mechanical defect report.

We may, in our absolute discretion, choose to refuse service, provide cover or cancel any membership, where we feel a breach in these provisions has occurred.

Circumstances that may constitute such a breach may include, but not necessarily be limited to:

- I. Repeat or multiple service calls in a given period for the same reason (e.g. flat battery, faulty alternator, out of fuel etc.).
- II. Deliberate or fraudulent misrepresentations made to us.
- III. Deliberate omission or commission of incident details become apparent after the fact or during the process or providing services.

FAIR USE TERMS AND CONDITIONS

OTHER IMPORTANT THINGS TO KNOW

A cooling off period of **two (2) days** provides members with the ability to cancel their membership in writing to support@roadsidesupport.com.au without penalty.

Member services/benefits will become effective after the cooling off period of two (2) days after the receipt of payment. Membership/s must be paid for and current to obtain any services or benefits. Emergency membership is available at additional cost **\$99.00**, if assistance is required immediately. These costs will be fully disclosed to you at the time of service.

In relation to membership plan “upgrades”, membership plans can only be upgraded where:

- a. No callouts have been used on the current/existing plan and
- b. the customer does not have a current issue or breakdown which needs to be addressed with the use of their pending membership upgrade.

SELLING YOUR VEHICLE

Should you dispose/sell your vehicle, your membership is transferable to its new owner. Also member can transfer the membership to their new vehicle or another vehicle.

In order to organise the transfer, you must contact support@roadsidesupport.com.au during business hours within 7 days of vehicle changeover occurring. Transfer will become effective two working days after notification is received.

All fees paid (including membership subscription fees, administration fees, service fees) are non-refundable unless under the following circumstances: sale of vehicle (with proof of registration transfer) or insurance write-off (with proof from insurer) with no claims in the current membership period, a pro-rated refund less an administration fee of \$22.00.

FAIR TREATMENT OF OUR STAFF AND OPERATORS

Service will not be provided to any member who we may deem to be abusive, threatening or violent to any staff member, **service provider or contractor**, or a member who attempts to receive service by deception. Should a member behave in this way we may, after a formal enquiry:

- Suspend or limit services to the member
- Impose service fees for further service requests
- Void the membership
- Report the behaviour to Police

CHANGE OF VEHICLE PARTICULARS

Any changes to the membership policy content update or amendment for vehicle registration number or change of ownership will incur a transfer fee of \$22.00 and must be reported to Roadside Support, within 7 days of the change occurring.

Standard 48 hours waiting period applies from when vehicle registration has been updated for Roadside assistance.

When requesting roadside assistance, you must provide the correct vehicle details and the exact location of the vehicle. All services will be at your expense if we are not able to confirm your membership;

OTHER IMPORTANT THINGS TO KNOW

OTHER RESTRICTIONS

Some weight and load restrictions may also apply, dependant on which plan you have elected to purchase. Your plan will specify the maximum weight allowance, in the event that roadside recovery and tow vehicles are required.

We will not authorise or pay for any service performed/carried out prior to the commencement date of the membership.

If you are not in attendance with your vehicle at the time when the service provider arrives, the service cannot be performed and one callout will be deducted from the member's callouts. Further callouts related to the same breakdown will be considered a separate callout.

Roadside assistance is provided in the event of an unexpected mechanical breakdown. It does not cover vehicle maintenance or permanent repairs. Temporary repairs may be made at the request of the member/driver to mobilise the vehicle (where possible). However, regular maintenance or any mechanical repairs (major or otherwise) is the member's responsibility and will be at the member's expense.

LIMITS ON CALLOUTS

If a member makes use of all the service callouts in a membership term, the membership will be deemed exhausted. To receive further roadside assistance, you will be required to pay a service fee by credit card at the time of the call for each additional service request or take out a new membership. Unused callouts will not be carried forward. **Our Premium Roadside plans have no callout limits.**

If a member has received and continues to request roadside assistance or towing for a vehicle repeatedly on an unjust and excessive number of instances in a year, we may refuse to provide further roadside assistance or towing and will then offer an alternative service at the member's expense – payable upon request of service. Limits of liability per yearly membership for each protection plan:

"Comprehensive" Plan:

(4) Callouts p/a

(Subject to excessive use policy)

"Premium" Plan:

Unlimited Callouts p/a

(Subject to excessive use policy)

Roadside Support reserves the right to amend prices and inclusions of policies without prior notice.

To clarify the definition of metro/regional and rural/country areas contact please contact **1300 886 987**.

Where reimbursement is requested, you are to provide the relevant documentation and receipts to verify expenses covered under your membership via email to: support@roadsidesupport.com.au

TERMS OF SERVICE

TOWING

We can provide Emergency towing to transport your vehicle to the nearest repairer up to the kilometer limits of your plan. You only have to pay for any excess kilometres;

Towing will be provided for all vehicles, provided that the tow can be made with standard towing equipment and such equipment is available. (This may not be the case in your Caravan and Tow Vehicle Membership Plan. Please contact us on to clarify this issue if you have any concerns). Towing will be provided using the most appropriate equipment available (such as lift-tow or flat-top truck) as determined by **our service provider**. Should specialised towing equipment or personnel be required (such as power winches, extended cables or hydraulic vehicle moving jack dollies etc.), this service will be at the driver/member's expense - payable upon request of service.

We will attempt to transport all passengers with the vehicle, provided that each person can be legally transported in the tow truck. In the event that we are unable to transport all passengers, alternative transport must be organised at the member's expense.

CARAVAN & TOW VEHICLE RESTRICTIONS

Dependant on the level of cover you choose, purchase or receive, **Roadside Support** has a number of options in relation to Caravan packages. Some include recovery of the Caravan itself, whilst other Memberships include the Caravan and the tow vehicle as well. If you only have coverage on the Caravan and you experience a difficulty with the Tow Vehicle, you may speak to a **Roadside Support** to arrange additional cover for the Tow Vehicle as well, however this may incur an additional expense at that time. Depending also on the weight and size of your Van, you may incur an additional fee, if the Gross Combined Weight is not covered in your initial membership plan.

FLAT BATTERIES

We'll either provide a jump start or arrange a battery replacement if available, to help you on your way. You only have to pay for the battery if and when it is deemed that the current battery is unable to be reused or is completely unserviceable.

FLAT TYRE

We'll change your tyre with your vehicles roadworthy spare or tow your vehicle to a tyre outlet or service centre, subject to your plans towing allowance. The customer is required to ensure that their spare tyre, carried with them and their vehicle at all times, is in a safe, roadworthy and fittable condition. If the service operator deems that the spare tyre may not be suitable or safe to fit, we may refuse to change that tyre out of concern for potential future hazard or liability.

EMERGENCY FUEL

We will deliver up to 10 litres (or approximately 50km worth) of emergency fuel (unleaded petrol or standard diesel), fuel cost payable by you at the time of our assistance.

If you have an Electric or LPG vehicles, we can assist you with towing, subject to your plans towing allowance.

SPARE PARTS

Where available, **our service provider or contractor** may fit authorised spare parts to assist in getting your vehicle mobilised. Customers must pay for all spare parts. Any spare parts will not be picked up or delivered. Spare parts do not include consumables such as oil, fluids, coolant and batteries.

TERMS OF SERVICE

LOCKOUT ASSISTANCE CHARGES:

(PREMIUM PLANS ONLY)

If you have accidentally locked your keys in your car, we can assist in gaining entry by contributing up to \$70 toward the cost of a Technician/Locksmith.

AMBULANCE COVER

(PREMIUM PLANS ONLY)

In the event that your vehicle is in an accident and you or a member of your immediate family requires an Ambulance as a result, we will contribute to that cost, (unless those costs are already covered under an existing State Government Scheme such as the TAC or other similar). See your membership "plan" for the scope of cover available.

CAR HIRE

(PREMIUM PLANS ONLY)

We will reimburse you the cost of a hire car if your vehicle has had a mechanical breakdown more than 100 kilometres from its registered address and its been deemed not roadworthy for more than 48 hours. Your specific membership plan will outline the exact nature and details of hire car cost reimbursement.

ACCOMMODATION

(PREMIUM PLANS ONLY)

If your vehicle has suffered a major breakdown more than 100 kilometres from its registered address, we may reimburse you room only accommodation rates up to your plan limit.

As a part of your membership benefit, **Roadside Support** may exercise, in its absolute discretion an offer to pay for overnight accommodation with a reimbursement of costs on the following basis:

- **For all Premium Members:** A maximum limit of \$700.00 – based on 5 x nights @ \$140.00 per night.

Our decision to reimburse these costs is based on 'room stay' rates only. Any provisional or additional charges incurred, such as meals, telephone calls, room service and all other charges which are over and above the room only rate, are not covered. The member is required to book or arrange all accommodation requirements. After which, a reimbursement will be made as per the above item scope.

RENTAL VEHICLES

(PREMIUM PLANS ONLY)

The customer is required to arrange all vehicle hire requirements, in which case we will arrange for cost reimbursements.

Reimbursement of costs will be made on the following scale:

- **For all Premium Members:** A maximum limit of \$700.00 – based on 5 x days @ \$140.00 per day

TAXIS

(PREMIUM PLANS ONLY)

The provision of Taxis is subject to availability at the time of booking. Please note a Taxi will only be dispatched once it has been deemed that no other form of recovery, tow or vehicle transport is made available during the process of managing your callout. If you are unable to attend with the tow recovery vehicle for any reason or if it is impractical or unsafe to do so, we may issue a Taxi service for you, This will be done in consultation with you by our call centre operator and we reserve our right to exercise our absolute discretion in choosing whether or not to provide any Taxi services.

TOWING

TOWING – CAR, CARAVAN AND OTHER VEHICLES

Towing Service will be provided utilizing the most suitable tow vehicle available for that job. In Country Areas in particular, limited types of tow trucks may be available.

Towing Service will not be provided for vehicles:

- Which are bogged
- Which are not towable – for any reason.
- Damaged as a result of fire outside the engine bay.
- Vehicles showing signs of serious fuel or oil leaks.
- Vehicles which have been involved in an Accident or have impact damage.
- Requiring any specialised towing equipment such as a power winch or extension cables or for situations where a four wheel drive vehicle is required, some membership exclusions may apply for Caravan memberships.
- Those vehicles which cannot be opened or started because keys have been lost or locked in the Vehicle.
- Those vehicles with keyless entry unless the steering is unlocked and the member can provide adequate identification.
- Any vehicles containing animals or livestock.
- Any vehicles carrying dangerous goods as defined under the Dangerous Goods Act 1985 (Vic.) including explosive, flammable, combustible, toxic radioactive, corrosive or other dangerous goods.

TOWING – EXCESS KILOMETRES

Towing kilometres in excess of the limits described in your plan will be charged and payable by the Member at the time of the Tow.

TOWING – NUMBER AVAILABLE

One tow is available for each breakdown incident only. A tow service will be initiated if the customer's vehicle is unable to be mobilized in any other manner. Any subsequent tows for the same breakdown will be payable by the Member at commercial rates. A limit of one vehicle tow is permitted for each individual incident.

WHEN YOUR MEMBERSHIP BENEFITS MAY NOT APPLY

Our membership provides emergency roadside service only. Therefore, Roadside Assistance services and/or towing benefits do not apply for:

- A vehicle that we deem to be un-roadworthy and/or unregistered,
- A vehicle already at a vehicle repairer,
- A vehicle that is partly or fully dismantled or on which repairs have been attempted by anyone (including a licensed motor vehicle mechanic) or has a preexisting failure or breakdown.
- A vehicle that has been involved in or suffered damage as a consequence of an accident, flood, theft, fire or malicious damage.
- A vehicle which has been modified in ways that in our view increase the possibility of it sustaining damage during towing, or in ways that make damage-free towing difficult, unless such modifications are removed prior to towing. This includes modified or factory released accessories.
- Transportation of a damaged vehicle; A vehicle that has been driven against our instruction or the instruction of a licensed motor vehicle repairer.
- A vehicle that has been transported to a holding or shipment facility.

AUSTRALIAN CONSUMER LAW

- A vehicle that is in a restricted access area, or a vehicle that has been used in a car rally or motor race.
- Breakdowns caused by conditions that existed prior to the commencement of membership.
- A Commercial Vehicle that is used primarily for delivering goods and service in the course of any trade or business. E.g. taxi or courier.

YOUR RESPONSIBILITY FOR ANY OTHER COSTS

- In the event the member insists the vehicle be broken into, to recover keys locked inside the vehicle, no responsibility or liability is taken by **our service provider** or its contractors for any damage to your vehicle that may occur as a result. Due to contractor limitations, this service may not be available in all cases.
- Any parts, labour or other costs related with the repair of a vehicle.
- Towing that has not been arranged by us.
- Any costs related to making arrangements for pets and animals, all additional car hire charges, including fuel, tolls, insurance and other fees, towing kilometres in excess of your plans allowance.

- Any freight costs (including sea crossings), any financial loss or liability, however sustained, consequential or otherwise, arising from or in any way connected with a breakdown or accident.
- Any service provided for a failure that occurred prior to the commencement of your membership. These services are payable at the time the service is provided.
- Any charges for batteries, excess towing, salvage, emergency fuel, locksmiths, holding yards and toll costs at the time of service, are payable by the member at the time of service. Failure to pay any of these charges will void your membership.

AUSTRALIAN CONSUMER LAW

Our Membership comes with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the membership service, you are entitled to:

- Cancel your membership with us.
- A refund for the unused portion, or to compensation for its reduced value.
- You are also entitled for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure you are entitled to have problems with the membership service rectified in a reasonable time, and if this is not done, to cancel your membership and obtain a refund for the unused portion of the membership.



OUR MEMBERSHIP BENEFITS

OUR SERVICES:		 PREMIUM
Service Call Per Annum	4 Calls	Unlimited
Towing - Metropolitan	20 kms	50 kms
Towing - Country	50 kms	100 kms
Battery Assistance	✓	✓
Flat Tyre	✓	✓
Emergency Fuel	✓	✓
Lockout Assistance	✗	✓ Limit \$70
Ambulance Cover	✗	✓ Limit \$400
Car Hire	✗	✓ Limit \$700
Accommodation - Breakdown	✗	✓ Limit \$700
Accommodation - Accident	✗	✓ Limit \$300
Commencement Period	48 Hours	48 Hours
Optional: Immediate Assistance	\$ 99.00	\$ 99.00

DEFINITIONS

OUR DEFINITIONS IN RELATION TO “SERVICES” PROVIDED

Accident – your vehicle has been involved in and/or has damage from a collision or malicious act of any nature, including attempted or actual theft or break-in.

Breakdown – a failure of your vehicle occurring within the benefit period which has caused it to be immobilised or become un-roadworthy or unsafe to drive in transit, due to mechanical or electrical fault. This can also be a flat tyre, flat battery, or circumstances where your car has run out of fuel or its key has been locked inside it or has been lost (but not stolen).

Repairer – a licenced repairer or mechanic with the ability to mobilise the vehicle after a breakdown.

Restricted Access Areas - an area that is protected by security and/or other systems designed to prevent access to unauthorised people or vehicles and includes areas which we do not have permission to enter (for example airports, sporting venues, protest or concert sites, or certain business premises).

Who we are, We./us:

Roadside Support Australia

ABN: 98 120 164 472

Contact: support@roadsidesupport.com.au

Our Alliance: "in conjunction" trading with 'All States Roadside Assistance'.

Our Parent Company: Sydney Automobiles Pty Ltd
ACN: 120 164 472

Our Service Provider - 24/7 Roadservices Australia Pty Ltd. ABN 32 626 285 078

You, Your You, Your, Member means the "customer" the name that appears on the membership

Member means a current service member of **Roadside Support**, who is a current paid subscriber.

GENERAL DEFINITIONS THAT MAY APPLY TO YOUR MEMBERSHIP:

Vehicle – means the Member's nominated vehicle/caravan that your Service applies to.

Caravan means any Caravan or Recreational Vehicle "RV" used for domestic purposes and attached to a Members Vehicle but excludes Caravans that are used primarily for delivering goods and services in the course of any trade and business, such as food vans, etc.

Country Area(s) means those areas of outside the main Metropolitan urban areas of each major capital city or CBD area.

Member's Address or Home means the address of the Member as recorded on the Service Membership by **Roadside Support**. The Member's address or home means the home or principal place of residence for example as stated on the Member's Driver License

Subscription Fee means the annual fee or payment you make for the membership.

Terms and Conditions means these terms and conditions as amended from time to time. Tow(s) refers to a single provision or instance of towing under Towing Services.

Towing Service(s) means Vehicle or Trailer towing service provided pursuant to these Terms and Conditions.

Place of Repair means a registered mechanical repair business, workshop or mechanic's store.

Service(s) means the service or entitlements that we may provide to you as a Member to one of these plans.

Tow(s) refers to a single provision of Towing services for any incident that the member requests assistance on.

Towable means your vehicle is able to be towed by a standard commercial towing operator and that your vehicle is both safe and accessible, permitting the tow operator to perform his duty adequately.