

VEHICLE & MOTORCYCLE ROADSIDE ASSIST STANDARD MEMBERSHIP TERMS & CONDITIONS



NATIONAL ROADSERVICE AUSTRALIA

National Roadservice Australia offers reliable roadside assistance 24 hours a day, 7 days a week. To contact National Roadservice Australia for assistance, simply call us on 1800 10 10 22.

National Roadservice Australia has access to nation-wide Service Providers to assist in the event that you require roadside assistance.

1. WHAT EVENTS ARE COVERED?

We will organise for a tow truck or roadside support to come to your location when:

- your Vehicle or Motorcycle breaks down and needs towing;
- your Vehicle or Motorcycle has a flat battery;
- your Vehicle or Motorcycle runs out of fuel;
- your Vehicle or Motorcycle has a flat tyre.

Please refer to the membership benefit table on page 3 for the service and benefits.

ELIGIBILITY CRITERIA

- One Vehicle or Motorcycle per membership can be nominated (Member's Nominated Vehicle or Motorcycle).
- The Vehicle or Motorcycle must be roadworthy and registered.
- Any person who drives the Vehicle/ Motorcycle must hold a valid Australian drivers licence.
- The Vehicle or Motorcycle is primarily used for private use.
- The Vehicle is not one of the below:
 - Trucks, buses, heavy vehicles, motorhomes or caravans;
 - Couriers, taxis, Ubers, limousines, private hire vehicles;
 - Farm equipment, tractors and commercial equipment;
 - Trade plated vehicles.

PLEASE STAY WITH YOUR VEHICLE

For Call-Out assistance, please stay with your Vehicle or Motorcycle.

Please provide our roadside customer service team with the most accurate description of your location.

Once a roadside Service Provider has been called, it is important that you remain with your Vehicle or Motorcycle if it is safe to do so.

Should our Service Providers arrive at the scene of the breakdown and the Vehicle or Motorcycle is unattended, we will be unable to carry out any work and any additional subsequent Call-Outs will be at the membership holder's cost.

If you require assistance and have to leave your Vehicle or Motorcycle for safety reasons, please advise our customer service team at the time of the initial call.

MEMBERSHIP BENEFITS

Please note: only one request for assistance or one tow can be provided per each incident.

Towing – Metro & Major Country Centres

Towing is provided at no cost up to 20km from your vehicle's location.

Towing – Country and Rural Areas

Towing is provided at no cost up to 50km from your vehicle's location.

In the event that your Vehicle or Motorcycle is immobilised or not safe to drive, we will arrange for your Vehicle or Motorcycle to be towed to the nearest licensed mechanic of your choice or to your home.

All costs of towing above the applicable Km limits set out above, including any subsequent tows, are your responsibility to pay.

Flat Battery Assistance

If determined that your battery is flat, we will arrange to jump-start your Vehicle or Motorcycle, or if necessary co-ordinate a battery replacement. All costs associated with the battery replacement will be at your expense.

If roadside support is unable to jump start or replace your Vehicle or Motorcycle's battery we will arrange for a tow truck to attend your location and provide assistance in accordance with the towing benefits included in your membership.

Flat Tyre Assistance

If you have a flat tyre, we will arrange to change it with your Vehicle or Motorcycle's usable roadworthy spare tyre. In the event that you do not have a usable roadworthy spare tyre, we will transport the Vehicle or Motorcycle to a tyre outlet or repair centre, whichever is the nearest, subject to the towing limits included in your membership.

Emergency Fuel Assistance

In the event that you run out of fuel, we will supply up to 10 litres of petrol or diesel where possible. You are responsible for all costs of fuel.

In case of LPG-fuelled Vehicles or electric cars, we will tow your Vehicle to the nearest re-fuelling facility, subject to the towing limits included in your membership. Please see further above the towing limits that apply.

2. TRANSFERRING YOUR MEMBERSHIP

You can transfer your membership to a new Vehicle or Motorcycle up to two times per year.

If you wish to transfer your membership, you must complete a Change of Nominated Vehicle form which is available at www.nationalroadserviceaustralia.com.au.

A waiting period of 48 hours from receipt of the Change of Nominated Vehicle form applies to all benefits available on the transferred membership.

3. GENERAL TERMS AND CONDITIONS

1. A waiting period of 48 hours from receipt of payment applies to all membership benefits.
2. The waiting period is not applicable if your membership is renewed prior to the membership expiry date.
3. This service is for Vehicles or Motorcycles only registered in Australia.
4. Our employees and Service Providers will use reasonable skill and care when providing this service.
5. This membership does not include roadside assistance due to or for general maintenance or mechanical repairs.
6. We have the right to refuse to provide service if anyone at the vicinity of providing the service behaves in a threatening or abusive manner to our staff or Service Providers.
7. The cost of ferry crossings, road tolls or parking charges are not payable by National Roadservice Australia and their payment is the responsibility of the membership holder.
8. National Roadservice Australia will not be held responsible for any damage to or theft of objects/accessories which are left in or outside of the Vehicle or Motorcycle.
9. To ensure the quality of our service your calls to National Roadservice Australia may be monitored and recorded.
10. If you are in an emergency situation please call "000". National Roadservice Australia is not an emergency service. If we become aware or suspect you are in an emergency

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situation (eg. child locked in Vehicle), we may contact police or other emergency services.

11. We reserve the right to suspend or cancel the service immediately if payment of the membership fee is not paid.
12. Cooling Off Period: If you haven't used your Roadside Assistance, you can cancel your membership within 14 days of the purchase date and receive a full refund of what you've paid.

You can cancel your membership at any time, but we won't refund your membership fee once the cooling-off period has ended, or if you have already used your Roadside Assistance.

Services provided by us may be delayed or we may be unable to provide services if the following occur:

1. Resources are not reasonably available in the vicinity of the breakdown or Vehicle or Motorcycle problem/fault. Services will be provided as soon as practicable and response times may vary depending on the location of your Vehicle or Motorcycle and demand for services.
2. Service is not available for Vehicle or Motorcycles that are at a place of repair.
3. Our Service Providers are unable to access the location, including off road, narrow lanes, bogged conditions or height restricted car parks.
4. Any circumstances reasonably considered to be beyond our control including but not limited to: extraordinary delays caused by roadblocks and/or diversions, accident or serious traffic congestion, poor weather conditions such as heavy rain, cyclonic conditions, snow fall and flooding, acts of terrorism, war, strikes or any Act of God that may prevent us from assisting you.
5. The Vehicle or Motorcycle is involved in any way, in any form of motor sports, motor racing, rallies or participation in such activities.
6. The Vehicle or Motorcycle is carrying more passengers or towing a greater weight than that for which it was designed as stated in the manufacturer's specifications.
7. We are not able to access the Vehicle or Motorcycle due to it being in a restricted area, including but not limited to airports, security controlled zones and community events.
8. The Vehicle or Motorcycle has been misused or in circumstances arising from or in connection with the improper, reckless or negligent operation of the Vehicle or Motorcycle.
9. It is deemed by the National Roadservice Australia customer service team that the membership holder's usage of National Roadservice Australia membership is excessive due to but not limited to, multiple call-outs within a 48hr period for related faults or due to, but not limited to, multiple service calls in a month for the same reason/fault (for example flat battery, no fuel) or lack of:
 - a. regular preventative maintenance;
 - b. numerous Call-Outs due to owner/driver related error/fault;
 - c. owner/driver failure to rectify recurring Vehicle or Motorcycle faults.
10. National Roadservice Australia has already provided one tow or assistance call for the same breakdown/incident, unless otherwise stated in the Membership Benefits clause of these Terms and Conditions.

You may be advised by our customer service team that due to these limitations assistance is not available and you will be required to seek alternative assistance.

4. EXCLUSIONS AND LIMITATIONS

The service does not cover Vehicles or Motorcycles where:

1. The Vehicle or Motorcycle has been involved in or suffered tyre damage or any other damage in a collision or in an accident of any type.
2. The Vehicle or Motorcycle is not

roadworthy, not in a well maintained condition, or is un-registered.

Call-Out means Roadside Assistance provided by a Service Provider at the breakdown location.

Commercial Vehicle or Motorcycle means a trade or business Vehicle or Motorcycle that is used only for delivering products and services associated with the industry.

Cooling Off Period means the period of 14 days following the purchase of your membership.

Country and Rural Area(s) means those areas of Australia outside of Metro and Major Country Areas.

Member Address or Home means the address of the Member as recorded on the membership. The Member address or home means the home or principal place of residence for example as stated on the Member's Driver Licence. A P.O. Box address is not considered a place of residence.

Member's Nominated Vehicle or Motorcycle means Vehicle or Motorcycle primarily used for private use and registered with this service.

Metro and Major Country Centres means a region consisting of a densely populated area.

National Roadservice Australia means Davantage Group Pty Ltd trading as National Roadservice Australia ABN 35 161 967 166.

Repair Centre means a repairer of your vehicle or motorcycle as chosen by you. National Roadservice Australia is not responsible for any costs for work carried out by the repair centre and all repairs and repair costs are your responsibility.

Roadworthy well maintained Vehicle or Motorcycle means maintained Vehicle or Motorcycle that is mechanically sound and otherwise fit to be operated and driven on Australian roads. The Vehicle or Motorcycle will comply with the minimum safety and other standards required by Australian road safety, transport laws and regulations.

Service Provider means a third party engaged or recommended to provide any roadside assistance on behalf of National Roadservice Australia subject to these Terms and Conditions.

Tow(s) means a Vehicle with appropriate equipment transporting another Vehicle.

You or Your means the National Roadservice Australia membership holder.

Vehicle or Motorcycle means your nominated Vehicle or Motorcycle registered with the roadside assistance service of National Roadservice Australia.

5. GLOSSARY

Accident means damage to the Vehicle or Motorcycle or property caused by a collision or impact with any object.

Breakdown means mechanical or electrical fault which has caused the Vehicle or Motorcycle to be immobilised or become unsafe to drive. Breakdown can also include a flat tyre, flat or faulty battery, a Vehicle or Motorcycle that has ran out of fuel or keys which have been locked in the Vehicle or Motorcycle or lost.

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6. PRIVACY

National Roadservice Australia is committed to protecting your privacy. National Roadservice Australia only uses the personal information you provide to us. National Roadservice Australia only provides personal information to those it engages to assist it with providing roadside assistance services. In providing products and roadside assistance services to you, National Roadservice Australia may also share your personal information with its associated entities and related bodies corporate. Please contact National Roadservice Australia if you do not wish this to happen. National Roadservice Australia will not trade, rent or sell your information. National Roadservice Australia may use your personal information to notify you about other products, services and special offers. You can request not to receive this material by contacting National Roadservice Australia

on 1800 101 022 or by email enquiries@nationalroadserviceaustralia.com.au.

If you don't provide National Roadservice Australia with complete information to enable it to offer the roadside assistance services, National Roadservice Australia cannot offer roadside assistance. You can check the personal information National Roadservice Australia holds about you at any time by calling us or contacting us by email or post as follows.

Phone: 1800 10 10 22

Email: enquiries@roadserviceaustralia.com.au

Post: PO Box 159 Traralgon, Vic 3844

If you provide National Roadservice Australia with personal information about anyone else, National Roadservice Australia relies on you to tell them that you will give National Roadservice Australia their information, tell them who National Roadservice Australia gives it to, the purpose for which National Roadservice Australia will use it and how they

can access it. If the information is sensitive National Roadservice Australia relies on you to have obtained their consent on these matters.

For more information about National Roadservice Australia's Privacy Policy, ask National Roadservice Australia for a copy or visit www.nationalroadserviceaustralia.com.au.

7. AUSTRALIAN CONSUMER LAW

Despite anything contained in these terms and conditions, the Australian Consumer Law (ACL) gives you statutory rights including guarantees and remedies that cannot be excluded or modified by these terms and conditions. The ACL guarantees and remedies include (depending on the type of failure, fault or defect) repair or replacement, a refund, compensation for reasonable 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 ACL.

MEMBERSHIP BENEFIT	ROADSIDE ASSIST STANDARD
24 hours, 7 days a week Australia-wide	✓
Towing – Metro & Major Country Centres Breakdown related only.	Up to 20kms
Towing – Other areas Breakdown related only.	Up to 50kms
Flat Battery Assistance We will jump start your Vehicle or Motorcycle or assist with getting a new battery (battery at additional cost).	✓
Flat Tyre Assistance Change your flat tyre with your roadworthy spare.	✓
Emergency Fuel Assistance We will supply 10 litres of your regular petrol or diesel where possible (fuel at additional cost).	✓