

## Roadside Assistance

Membership Certificate, Terms and Conditions

Member Name	SAMPLE ONLY
Vehicle Registration Number	SAMPLE ONLY
Vehicle Covered	SAMPLE ONLY
Commencement Date	SAMPLE ONLY
Expiry Date	SAMPLE ONLY

### IMPORTANT INFORMATION

If You Break Down Please Call:

**Budget Direct Roadside Assistance 24 Hour Help Line**

**1800 514 448**

**If you are in an emergency situation, call "000"**

We are not an emergency service. If we become aware or suspect that you or any other person is in an emergency situation, we may contact the police or other emergency service, e.g. child locked in a car.

Please store this document in your glove box and save the above Roadside Assistance number in your mobile phone.

## Section 1 – What is Covered?

We will provide roadside service to you, in respect of the Vehicle covered, in the event:

- ▶ Your Vehicle breaks down and needs towing
- ▶ Your Vehicle has a flat battery
- ▶ Your Vehicle runs out of fuel
- ▶ Your Vehicle has a flat tyre
- ▶ Your keys are locked in your Vehicle or you have lost your keys

Feature / Benefit	Cover Limits	What is Covered?
<b>Call Out Limits</b>	Unlimited	<p>You are entitled to an unlimited number of call outs within 12 months, subject to the terms of our Fair Use Policy.</p> <p>Our Fair Use Policy may be applied when Roadside Assistance is requested more frequently than we consider reasonable or is requested in a manner we consider excessive.</p> <p>Where we apply the Fair Use policy, we reserve the right to refuse or restrict the Service to you, or charge you an additional fee to provide the Service.</p> <p>Please refer to Section 4 – Other important information for more details.</p>

Where the Vehicle has broken down and cannot be driven (on the road or at home), we will assess and perform one of the services described below.

We will determine which service will be provided, based on what we believe is the most effective and safe way to provide you Roadside Assistance, within the Service Limits and at our sole discretion.

Feature / Benefit	Cover Limits	What is Covered?
<b>Technical Phone Assistance</b>	Yes	We will provide phone assistance to attempt to diagnose your Vehicle's problem and help you to get mobilised.
<b>Minor Roadside Repairs</b>	Up to \$20	<p>We will arrange for the Roadside Contractor to provide limited mechanical repairs to your Vehicle (including but not limited to fuses, repairs to hoses and drive belts) up to the value of \$20.00.</p> <p>We will only do so, where we believe repairs can be satisfactorily and safely completed at the Vehicle's location and the necessary parts and/or equipment are available at the time of the callout.</p>

Feature / Benefit	Cover Limits	What is Covered?
<b>Breakdown Towing</b>	Includes for up to 15 km towing in Greater Metropolitan Cities and major towns, and up to 50 km round trip in rural and remote regions	<p>Towing is provided at no cost, up to 15 kilometres from the breakdown location within Greater Metropolitan Cities and major towns and, up to 50 kilometres round trip from the contractor's depot in all other rural and remote areas.</p> <p>Please note that all non-standard towing costs, storage costs and any repair costs are your responsibility.</p> <p>We will arrange a tow, where we determine that Vehicle mobilisation is not possible or practical at the roadside.</p> <p>Please refer to Section 3.4 Definitions for more information.</p>
<b>Flat Battery Assistance</b>	Jump start at our cost or, replace battery at your cost	<p>If we determine your battery is flat, we will arrange to jump-start your Vehicle. If the battery needs to be replaced, we will arrange for a replacement to be supplied and installed, where available at your expense.</p> <p>Please refer to Section 3.10 Definitions for more information.</p>
<b>Lockout or Lost Key</b>	Up to \$125	<p>If you have locked your keys within your vehicle or lost your keys, (subject to satisfactory proof of ownership shown), we will provide all reasonable assistance to:</p> <ul style="list-style-type: none"> <li>▶ assist entry to the vehicle; or</li> <li>▶ arrange a taxi or courier to fetch a spare key.</li> </ul> <p>A limit of \$125.00 (inclusive of GST) applies to this benefit.</p> <p>If we need to access your vehicle to retrieve your keys, or transport it to a location, so that appropriate entry methods can be used, we will ask for your written consent first.</p> <p>Please refer to Section 3.13 Definitions for more information.</p>
<b>Out of Fuel</b>	Up to \$15	<p>If you run out of fuel we will provide you with up to \$15 fuel.</p> <p>If you drive a dedicated LPG fuelled vehicle, we will within the Service Limits, tow your vehicle to the nearest LPG refueling station.</p> <p>Where we are unable to provide fuel at the roadside for any reason, we will tow your vehicle to the nearest fuel outlet, within the Service Limits, and any fuel purchased will be at your expense.</p>

Feature / Benefit	Cover Limits	What is Covered?
<p><b>Tyre Change Assistance</b></p>	<p>Yes</p>	<p>If you have a flat tyre, we will arrange to change and replace it with the spare tyre supplied with your Vehicle.</p> <p>The correct, serviceable spare tyre must be available and the Vehicle's own serviceable jack and wheel brace/tools need to be accessible for use by the Roadside Contractor.</p> <p>If we cannot change the tyre, we will tow the Vehicle to the nearest tyre repairer within the Service Limits.</p> <p>Please refer to Section 3.27 Definitions for more information.</p>
<p><b>Accident Co-ordination</b></p>	<p>Yes – We will co-ordinate for you.</p>	<p>If you are involved in an accident, we can provide you with advice on what steps need to be taken and assist in arranging the recovery of your vehicle and finding alternative transport.</p> <p>All towing and alternative transport costs associated with an accident are your responsibility; however you may be able to recover them from your insurance company.</p>
<p><b>Taxi</b></p>	<p>Yes – We will co-ordinate for you.</p>	<p>If we have towed your vehicle, we will we provide assistance and arrange a taxi or other transport for you.</p> <p>All charges for such transport will be at your cost.</p>
<p><b>Hire Car</b></p>	<p>Yes – We will co-ordinate for you.</p>	<p>When you are more than 100 kilometres from home, we will provide assistance to arrange a rental vehicle for you.</p> <p>All charges will be at your cost.</p>
<p><b>Accommodation</b></p>	<p>Yes – We will co-ordinate for you.</p>	<p>When you are more than 100 kilometres from home, we will provide assistance to arrange accommodation for you.</p> <p>All charges will be at your cost.</p>

## Section 2 - General Terms & Conditions

You agree to the following terms and conditions:

1. This service is for Australian residents only, within the Service area.
2. This policy is only available for motor vehicles that are primarily used for private purposes.
3. Roadside Assistance will only commence 48 hours after the purchase of the Roadside Assistance agreement. Service and benefits are not available for any incident, which occurred prior to joining or during the 48 hour period.
4. If assistance is required within the initial 48 hours of commencement of your membership; or at any time in relation to a pre-existing condition, a non-refundable Service Fee of \$100 (Inc. GST) payable to Budget Direct Roadside Assistance (in addition to any membership cost) will be charged.
5. Our employees and contractors will use reasonable skill and care when providing the service.
6. We have the right to refuse to provide this service if anyone using the service behaves in a threatening or abusive way to our staff or contractors.
7. If you are in an emergency situation call "000": we are not an emergency service. If we become aware or suspect that you or any other person is in an emergency situation (e.g. child locked in a car), we may contact the police or other emergency service.
8. We cannot provide a Call-out if the Vehicle is unattended. If the Roadside Contractor arrives at the Vehicle's location and is unable to locate or contact the Driver or you or other person nominated by you, the Roadside Contractor may leave the job and the Call-out will be deemed completed. Any subsequent request to assist for that same event will be at the Driver's cost.
9. A Call-out is deemed to be completed when:
  - a. Your Vehicle has been delivered to an Accredited Service Provider or other destination requested by you;
  - b. Your Vehicle is mobilised and is able to depart the breakdown location under its own power;
  - c. Your Vehicle has been delivered to any other destination requested by you or the Driver;
  - d. You have made other arrangements to have your Vehicle attended to;
  - e. You have advised us that our assistance is not required; or
  - f. By your conduct we have determined that our assistance is no longer required.
10. If the Roadside Contractor is dispatched and is on-route to your requested location and you subsequently cancel the Call-out (whether the Roadside Contractor has arrived or not), the Call-out will be deemed completed. Any subsequent request to assist for that same event will be at the Driver's cost.
11. To ensure the quality of our services your telephone calls with us may be monitored and recorded.
12. We may cancel your policy and take legal action against anyone who uses our service dishonestly.
13. We reserve the right to suspend or cancel the service immediately if payment of the fee or any additional fee under the terms of this policy, is not received when due.
14. We will not be liable for any infringement however caused to any manufacturer's or dealer's warranty as a result of any services supplied.

15. Each provision in this document may be separated from each other provision and shall be read to its fullest extent. If at any time any provision is or becomes invalid, illegal or unenforceable, this will not affect any of its other provisions.
16. The law of QUEENSLAND will apply to this contract. You and Budget Direct Roadside Assistance submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.

**We do not cover vehicles that are:**

17. Not in a roadworthy, not well maintained condition or are unregistered;
18. Not registered on our system;
19. Over 3.5 tonnes GVM; and/or over 5.5 metres in length;
20. Involved in any way in any form of racing or motor sports;
21. Modified, large or heavy enough to require a specialist or heavy haulage towing provider;
  - a. If your Vehicle has been modified (including but not limited to lowered, flared guards, scoops & various body accessories) where such modification(s) may hinder or prevent the Vehicle from being towed, the Driver will bear any additional costs including the costs of any subsequent specialised recovery equipment or vehicle required.
22. Operating as taxis, limousines, rental or hire vehicles or for any other commercial use;
23. Immobile in a workshop while being repaired or undergoing mechanical or electrical repairs at your premises;
24. Located in a restricted access area, except where we can without hindrance lawfully enter the area or premises and you are willing to cover any associated costs;
25. Located in an area or premises that a standard two wheel drive recovery vehicle cannot access;
  - a. We cannot provide Call-outs to creek beds, national parks and reserves, beaches, open fields, parks and ovals, 4 wheel drive tracks, other tracks or trails (including logging or forestry service access trails), areas not connected to the mainland by motor vehicle bridge, restricted access roads and any unsealed surface not trafficable by a standard 2 wheel drive recovery vehicle, or such other locations or areas that we deem in our sole discretion as not accessible.

**We do not cover service calls that are the result of:**

26. Failure to use reasonable care;
27. Failure to carry out regular preventative vehicle maintenance or inappropriate maintenance or repair, whether intentional, negligent or otherwise;
28. Assistance or call-outs for emergency or life threatening event or situations;
29. Call-outs outside the Service Limits;
30. Any mechanical servicing or repair of your Vehicle;
31. Failure to follow the instructions of the vehicle manufacturer, repairer, our contractor or us;
32. Inappropriate or incorrect fitting of parts or accessories;
33. Sub-standard repairs and/or parts fitted which are not fit for purpose;
34. Accident damage, break-in or attempted break-in of your vehicle;
35. Motor vehicles that are not the Vehicle listed on this policy;
36. Breakdowns that are associated with any attached caravan or trailer or their couplings.

### **We may not be able to provide our service or there may be delays to the service when:**

37. There are inadequate resources in the area you have broken down — for example there are no tow trucks or repairers available;
38. Circumstances which are beyond our control—such as extraordinary delays caused by extreme weather conditions, roadblock and/or diversions, a serious accident or traffic congestion;
39. Unexpected or disruptive events such as war, strikes, storms, floods, acts of terrorism, or other acts of God prevent us from assisting you.

### **Your responsibility for costs**

40. We are only liable for the benefits that are detailed in these terms and conditions, subject to the limitations and exclusions.
41. You are responsible for all costs of parts, labour, and any other associated costs relating to the management and repair of your vehicle after a breakdown, regardless of whether the repairs are carried out by an Accredited Service Provider. Some examples of these include but are not limited to:
  - a. Parts or other supplies save for any part or supply specifically detailed in this Policy;
  - b. Labour or parts provided at any service station or repair centre to which the Vehicle is taken;
42. You are responsible for all costs associated with:
  - a. Callouts outside the Service Limits;
  - b. Ferry crossings and/or road toll charges;
  - c. Non standard towing equipment.
43. We are not be liable for any direct, indirect or consequential damage (including any damage to the Vehicle or Vehicle's componentry or systems,) or losses (including loss of profit) incurred by you as a result of our acts or omissions, the acts or omissions of our servants, agents or contractors acting on our behalf or delays in providing the roadside service.

## **Section 3 - Definitions**

In these terms and conditions, the following words have the following meanings:

1. **Accident:** a vehicle damaged by impact or collision of any nature, or by attempted or successful theft or break in to the vehicle.
2. **Accredited Service Provider:** means all Ultra Tune Auto Service Centres or other licensed vehicle repair workshop as approved from time to time by us. Budget Direct and Ultra Tune Roadside Assistance are both not responsible for any costs for work carried out by any service provider and all repairs and costs are your responsibility.
3. **Breakdown:** as a result of an unexpected mechanical or electrical fault which has caused the Vehicle to be immobilised or otherwise become unsafe to drive (whether in transit or otherwise). Breakdown can also include a flat tyre, flat or faulty battery, a vehicle which has run out of fuel or keys which have been locked in the vehicle or lost.
4. **Breakdown Towing:**
  - a. We will not tow your Vehicle if it has been in an accident, or if mechanical failure has caused panel damage or impact damage, or where damage is as a result from any

- wilful or malicious act/s, or where any damage was caused as a result of Vehicle theft or attempted theft.
- b. We will not provide towing or recovery services where your vehicle is bogged, stranded on any solid surface such as a kerb, guttering, barrier, driveway, cliff face or other raised object or is located on steep terrain. Such services if provided will be solely at the driver's cost.
  - c. We will not tow your Vehicle if, in the Roadside Contractor's sole discretion,
    - i. It is not reasonably accessible and readily trafficable to be towed by a standard two wheel drive tow vehicle fitted with standard towing equipment (including but not limited low roof car park or at the back of a building); or
    - ii. It is loaded beyond its legal limit; or
    - iii. It is not safe to move or transport.
  - d. The Roadside Contractor will tow your Vehicle using standard towing equipment. Surcharges may apply for the use of special towing equipment (such as go jacks, jinkers, winches and/or use of heavy capacity towing equipment or vehicle) and any surcharge will be at the Driver's expense.
  - e. If your Vehicle has a trailer attached, at the sole discretion of the Roadside Contractor, they may tow the trailer to the same destination as your Vehicle, at your expense.
  - f. If your Vehicle is heavier than 3.5 Tonne GVM and/or is more than 5.5 Metres in length, the Roadside Contractor may charge an additional fee for it to be towed, which will be at your expense.
  - g. Transport of passengers is not covered under the Service. However, we can assist you to arrange a taxi, at you or the passengers' expense.
5. **Budget Direct Roadside Assistance:** is provided by Ultra Tune Roadside Assistance for Auto & General Services Pty Ltd. 'We' and 'us' or 'our' refers to Budget Direct Roadside Assistance, unless otherwise stated.
  6. **Call out:** Roadside Assistance provided by our customer service assistant over the telephone or by us or where a roadside service provider has been dispatched.
  7. **Commercial use:** where the vehicle is being used in the course of any business for gain and reward, and/or to carry passengers or other people's goods for payment, driving tuition for payment or hiring the car to other people.
  8. **Country and Remote Regions:** means the geographic area of Australia not including in the Greater Metropolitan Cities.
  9. **Driver:** means you or anyone you allow to drive or be in control of your Vehicle.
  10. **Flat Battery Assistance:**
    - a. If we determine that the battery is flat a result of some other primary cause (such as faulty charging system or other electrical fault) or that the engine will not otherwise start or the Vehicle cannot otherwise be jump-started; we will arrange for the Vehicle to be towed within the Service Limits, to the nearest Accredited Service Provider in accordance with the towing provisions in this policy.
    - b. If a subsequent call-out under this paragraph occurs within the 24 hour period of an earlier flat battery or related call-out, then the subsequent call-out may be at your expense.
    - c. Where the cause of your flat battery or 'no-start' situation was determined to be the result of a faulty battery, faulty charging, electrical or starting system, which has not



been rectified by a qualified service provider, then any future callout for this will be at your expense, until the fault has been repaired in accordance with our Fair Use policy.

11. **Greater Metropolitan Cities:** means the geographical metropolitan areas of the capital cities of Australia including the metro satellite cities, major regional cities and major towns of Australia.
12. **Home:** your home as registered on the Roadside Assistance system.
13. **Lockout or Lost key:**
  - a. Attempting to gain entry to your vehicle by any other means other than a key or keyless transponder can result in damage to your vehicle. We, (including Ultra Tune Roadside Assistance and its contractors) will not accept liability for any damage caused as a result of gaining entry or attempting to gain entry to your vehicle.
  - b. This Lockout/Lost Key product feature does not apply to immobilization due to broken/faulty or worn-out ignition lock/barrel/key and nor for any Vehicle electronic security system faults. In such instances, assistance will be provided as per "Breakdown Towing" provision detailed above or we may engage a qualified locksmith (where available) to repair such a fault on site, at your expense.
14. **Membership Certificate:** means this document.
15. **Minor breakdown repairs:** limited and minor repairs of an immobilized vehicle (including any replacement parts up to a retail value of \$20.00 (Inc. GST)) to facilitate the immediate mobilization of the vehicle. It does not include workshop repairs, which may require diagnostic equipment or parts or repairs and does not include servicing of vehicles.
16. **Mobile or mobilized:** means moving or capable of moving using the vehicles own power, as intended by the manufacturer when operating normally and not in need of assistance. "Immobile" and "immobilised" have the corresponding meaning.
17. **Policy:** means the terms and conditions set out in this membership certificate.
18. **Pre-existing condition:** any condition or defect requiring assistance (including callout assistance) or which generates assistance to be required, which was apparent or reasonably suspected prior to purchasing the policy and/or as diagnosed and reported to the customer at a previous callout under this Roadside Assistance policy and where that condition has not been rectified.
19. **Restricted access area:** an area that is protected by security and/or other systems designed to prevent access by unauthorized people and includes areas that we do not have permission to enter (including but not limited to airports, sporting venues, protests, airports, and concerts).
20. **Roadside Contractor:** means the servant, agent, contractor or sub-contractor retained by us to provide the Services to you.
21. **Roadworthy, well maintained condition:** a vehicle that is mechanically sound and otherwise fit to be operated and driven on Australian roads. The vehicle must comply with the minimum safety and other standards required by Australian road safety and transport laws and registration regulations. The vehicle must also be maintained and serviced by qualified personnel, to the vehicle manufacturer's recommended standard and specifications set out in the vehicle service booklet and instruction manual.
22. **Service area:** an area in mainland Australia, Tasmania, and Phillip Island that is trafficable by a two wheel drive recovery vehicle or an island that is accessible by a two wheel drive vehicular bridge (excludes ferries).

23. **Service Limits:** means,
  - a. Greater Metropolitan Cities including metro satellite cities, also major regional cities and major towns: up to 15 kilometres from the point of breakdown to the nearest Accredited Service Provider.
  - b. Country and Remote Regions including any non-built-up regions: up to 50 kilometre ROUND TRIP from the Roadside Contractor's base; this includes where the Roadside Contractor is able to mobilize the vehicle by assistance provided at the roadside or where the vehicle is required to be towed to the nearest Accredited Service Provider.
24. **Service Fee:** the service fee is a \$100.00 (Inc. GST) amount effective July 2015. The service fee covers the initial callout of the Roadside Assistance provider only. All other items are at additional customer cost.
25. **Service provider:** has the same meaning as Roadside Contractor.
26. **Serviceable spare:** a wheel and tyre that is with the Vehicle, is roadworthy, ready and able to be fitted to your vehicle to mobilize your vehicle after changing a flat tyre.
27. **Tyre Change Assistance:** If we cannot change the tyre for any reason, including but not limited to no spare tyre, deflated spare tyre, faulty spare tyre, damaged spare tyre, spare tyre that is not roadworthy, missing locknut key/tool, faulty wheel studs and nuts, faulty or missing tyre changing equipment or the Vehicle is in an unsafe position angle or on unstable terrain, then we will tow the Vehicle the nearest tyre repairer within the Service Limits.
28. **Vehicle or the Vehicle:** means the Vehicle identified on this Roadside Assistance Membership Certificate.
29. **You, or your, or the member:** means the person or persons named on your current membership certificate.

## Section 4 - Other Important Information

### Fair Use Policy

1. We are committed to keeping the cost of our policies affordable for everyone and therefore we have a responsibility to ensure that Roadside services are distributed in a manner that benefits all customers equally.
2. Part of this responsibility is ensuring that customers are not using Roadside Assistance services in lieu of proper mechanical maintenance, or regularly requesting Roadside Assistance for the same recurring incidents.
3. Roadside Assistance provides "unlimited" service call-outs, however we reserve the right to apply the terms of our Fair Use Policy when defining "unlimited".
4. The Fair Use Policy is used to identify, monitor and assist those customers who we deem have requested Roadside Assistance more frequently than we consider reasonable or in a manner we consider excessive, over a given period of time.
5. Under this Fair Use Policy, we reserve the right to refuse or restrict the Service to you, or charge you an additional fee to provide the Service, where we determine in our sole discretion that you have reached or exceeded the guidelines of this Fair Use Policy.
6. Examples of reaching or exceeding the Fair Use Policy, include but are not limited to:
  - a. More than 1 callout request for a specific mechanical breakdown where the root cause of the breakdown previously identified, communicated to you and this has not been repaired;

- b. More than 1 callout request where it is identified and communicated to you that the vehicle is missing parts or equipment, that are required to provide basic Roadside Assistance (such as a missing or unroadworthy spare tyre, keys for locknuts or any tool or piece of equipment specific to the vehicle being attended to);
  - c. A third or subsequent callout for any "out of fuel" situations within the policy period;
  - d. Any callout (or subsequent callout) where we determine that the driver of the vehicle has acted in a manner that is dishonest or deceptive.
7. Our Fair Use Policy states that reaching or exceeding a callout request limit as described in items 4, 5 and 6 above, does not effect a request for a callout, where the Vehicle has become immobilised for an unrelated reason. Callouts of nature will remain eligible within the Service Limits, unless at some point in the future, their use also reach or exceed the guidelines within the Fair Use Policy.
  8. Customers will receive a notification letter once the fair use provisions of this policy have been reached or exceeded. This letter will provide information about the policy and what steps need to be taken in order to reduce the breakdown frequency of the vehicle. This letter will serve as formal notification of unreasonable or excessive use.
  9. If reasonable action is not taken to reduce breakdown frequency by completing any repairs or comply with any other reasonable requests made by us within the formal notification, future service may be suspended or additional charges applied, at our sole discretion.
  10. Without limiting the circumstances in which we may apply the fair use policy, we will apply this policy if any use of services or entitlements by any customer is considered by us to be fraudulent or adversely affecting the provision of services or entitlements to other customers.

### **Transferring your membership**

Your Roadside Assistance membership is not transferable to another person.

In the event of you disposing of and replacing the Vehicle, this Policy may be transferred to your replacement vehicle. We will provide our Services for your replacement Vehicle 48 hours after you notify us of the replacement vehicle. Service and benefits are not available for any incident, which occurred to the replacement Vehicle prior to or during the 48 hour period.

### **Cancellation & Cooling-off period**

If you have not used your Roadside Assistance, you are allowed to cancel this policy within 21 days of the purchase date and receive a full refund of what you have paid. You may choose to cancel your membership at any time; however no refund will be given once you are outside the cooling off period.

### **Important information**

These terms and conditions are current as at 1st July 2015, but are subject to change.

### **Customer Care**

If you have used our service and are dissatisfied with any aspect, please bring the complaint to our attention as soon as possible by telephoning us on 1800 514 448 or writing to us at email: [roadside@budgetdirect.com.au](mailto:roadside@budgetdirect.com.au) or Budget Direct Roadside Assistance, PO BOX 445, MELROSE PARK SA 5039.

