



TERMS OF USE

TRUCK ASSIST **ROADSIDE**

Level 29, 400 George Street,
Brisbane QLD 4000
☎ 1800TASSIST (1800 724 747)

truckassist.com.au

TRUCK ASSIST **ROADSIDE**



1. ROADSIDE ENTITLEMENTS

1.1 Roadside Entitlements

You can become a Truck Assist Member and this entitles you to:

Truck Assist Entitlements Document

The following entities may become a member of Truck Assist Roadside Entitlements:

- a corporation with an ABN (Australian Business Number), ACN
 - (Australian Company Number) or ARBN (Australian Registered Body Number);
 - An individual/sole trader, partnership or charity that conducts
- a business using an ABN (Australian Business Number).
- a corporation or other organisation incorporated under a government statute but not having an ACN or ARBN (for example an incorporated association and certain statutory Authorities and the trustees of certain religious organisations).
- The officeholder or trustee of an unincorporated association.

1.2 Obtaining a Roadside Assist Entitlement Plan

Vehicles that can be nominated under your Roadside Entitlement Plan

All Vehicles which are to receive benefits of a Roadside Entitlement Plan must be nominated. You may nominate as many Vehicles as you wish on a specific Roadside Entitlement Plan.

Truck Assist Roadside Fee

Truck Assist Roadside Fee is payable when you nominate a vehicle on your chosen Plan. The Fee is payable at the time of purchase depending on whether you pay the full annual fee or choose to pay by instalments. Your Plan must remain current at all times during the Plan Year to receive Roadside assistance. If your Plan expires or is cancelled at any time, you will no longer be eligible for Roadside assistance.

Nominated Vehicle replacement

When a Nominated Vehicle on a Truck Assist Roadside Entitlement Plan is sold and/or replaced - the Entitlement Plan is non-transferable. The Owner or its authorised representative must contact us and notify us of the change as soon as possible after the change has occurred to cancel the Nominated Vehicle on an Entitlement Plan.

1.3 Changing levels of Your Plan on a Nominated Vehicle

You may change your chosen Plan for your Vehicle simply by contacting TACC (Truck Assist Customer Care) at info@truckassist.com.au to allow us to assist you in making these changes.

If you wish to change your Plan you will be required to pay the difference between the fees for the adjustment to Your New Entitlement Plan, and any Administration Costs (if applicable) for each Vehicle you wish to upgrade.

1.4 Roadside Assist Plan Upgrades

You will be required to pay the difference between the fees for your previous Plan and the new Plan for each Vehicle you wish to upgrade including Administration Costs up to \$50 (if applicable).

1.5 Change of Truck Assist Roadside details

Authority to make changes to your Roadside Entitlement Plan may only be requested by you and where a change is to your company name and where the change has been recorded by the Australian Securities and Investment Commission (ASIC) and if the ABN, ACN or ARBN remains the same. Details will only be changed in all cases if proof is provided in writing. You or Your nominated representative may make payment of Fees, provided that no changes to the Plan is made.

1.6 Expiry and Cancellation of Your Roadside Entitlement Plan

When does a Roadside Entitlement Plan expire?

Your Roadside Entitlement Plan is effective for a one year period from the end of the Waiting Period unless otherwise advised to Truck Assist Roadside Assist. Your Entitlement Plan must be paid for at the time of purchase by You or Your Authorised Representative. If you have chosen to pay your Entitlement Plan by instalment for an annual period your Entitlement Plan Invoice will identify the purchase date and your expiry date.

Cancelling your Truck Assist Roadside Plan

1. Either You or Your Authorised Representative **must** notify us in writing at info@truckassist.com.au when cancelling your **Truck Assist Roadside Entitlement Plan**.
2. When cancelling Your **Truck Assist Roadside Entitlement Plan** under your agreement, we can refuse to provide services and there will be no reimbursement of the remaining amount or fees where the annual payment was received in full.
3. When cancelling your Truck Assist Roadside Entitlement Plan under your agreement, we can refuse to provide services and where you are paying by instalments, you will need to finalise payments of any outstanding amounts of the annual amount.

1.7 Suspension of services of your Truck Assist Roadside Entitlements Service

If we are unsuccessful in debiting your nominated account and it remains unpaid after the payment due date, we will suspend all services to your Roadside Entitlements Plan until the expiry date.

1.8 Overdue payments

Under your agreement if you have any overdue monies with us at the time of a breakdown, you will not be entitled to any Roadside Assistance Entitlements until the overdue amounts are paid in full. This may include any excess service charges that were payable at the time of roadside assistance being provided.

1.9 Suspension of service or termination

Roadside Assist will not be provided to you or your agents if the drivers or passengers of Nominated Vehicles under your Roadside Entitlements Plan are, in our opinion, abusive, threatening or violent to our staff or service providers, or attempt to receive service by deception.

In such circumstances, we may in our discretion:

- suspend or limit Roadside Assistance to you or your agents;
- impose service fees for further Roadside Assist requests;

Roadside Assist will not be provided if we are unsuccessful in debiting your nominated account within 14 days of the due date, we may in our discretion:

- a) refuse to provide service
- b) suspend services to your Roadside Entitlement Plan

You will be notified by letter and SMS when we have not received payment.

1.10 Excessive Use of Service

Where Truck Assist believes a customer has repeatedly requested the roadside service, during the coverage period, we may refuse to provide further assistance. Alternatively, we may at our discretion charge you additional fees for each callout for Roadside assistance (payable at the time of service) or offer a solution at your expense. An excessive user could be deemed "excessive" where the service is used in excess of 4 breakdowns per year. We monitor service usage on a monthly basis.

2. WHEN DO YOUR BENEFITS BECOME AVAILABLE?

2.1 Roadside Assistance

Roadside Assist benefits will become available at the end of the Waiting Period prescribed by your nominated Plan.

2.2 Joining after you breakdown

If immediate Roadside Assistance is required for your Nominated Vehicle and it is currently not covered by a Roadside Assist Entitlement Plan then contact Truck Assist on 1800 827 747. To waive the 'waiting period' of a Roadside Assist Entitlement Plan a fee is to be paid to activate roadside assistance.

3.0 ROADSIDE ASSIST ELIGIBLE VEHICLES

3.1 Eligible Vehicles

- all vehicles over 3.5 tonnes GVM,
- vehicles must be registered
- vehicles must be roadworthy.

3.2 Towing for your Vehicle

Although we make every effort to provide and arrange all services and benefits, providing them will depend whether it complies with all State and local legislation, that it is safe to do so, and on the availability of equipment and resources, particularly in Regional Areas and Remote Areas.

The Driver must agree to accept to pay any additional towing costs incurred over and above their Nominated Level of cover under their Plan. In all cases, the decision regarding whether a vehicle requires towing rests solely with the Truck Assist Service Provider.





4.0 YOUR ROADSIDE ASSIST ENTITLEMENT PLAN FOR VEHICLES

Roadside Assistance will be provided to a Vehicle that has become disabled due to an unexpected breakdown.

It does not cover regular maintenance or repairs that should normally be carried out in a licensed repair workshop. You are responsible for having repairs carried out to your Vehicles at your own expense.

Vehicles nominated on the Roadside Assist Entitlement Plan, are entitled to Roadside Assistance. Whilst this entitlement does not apply to a Trailer, we make every effort to provide and arrange all services and benefits, providing them will depend whether it complies with all State and local regulations, that it is safe to do so, and on the availability of equipment and resources, particularly in Regional and Remote Areas.

In all cases, the decision regarding whether a vehicle requires towing rests solely with the Truck Assist Service Provider.

The Driver **must** agree to pay any additional costs incurred over and above their Nominated Level of cover under their Plan.

4.1 Emergency Fuel

If your Vehicle runs out of fuel, you are asked to wait for assistance and avoid attempting to undertake repairs. Where possible we will supply enough fuel for you to drive your Vehicle to the nearest refuelling facility where you can purchase fuel during normal business hours.

If we are unable to provide you with emergency fuel or if your Vehicle uses LP Gas, CNG or requires Hybrid or electric energy we will provide Towing to the nearest refuelling station, subject to your Roadside Plan Limits.

4.2 Lockout

We will arrange a Service Provider to attempt to open your Vehicle. The Driver may be asked to sign an indemnity releasing the Service Provider from any liability should damage be caused by such attempted entry.

The driver will be responsible for additional costs to Your Roadside Entitlements as explained in our FAQ on our website.

4.3 Wheel changing

We will dispatch a service provider to help the driver replace your damaged tyre/wheel using your truck's original jack and wheel nut brace and spare tyre/wheel combination.

Where the spare tyre/wheel combination is not serviceable, roadworthy or compatible, a tyre service specialist may be dispatched.

Any additional charges **must** be paid for at the time of the service.

Truck owners needing assistance for a flat tyre and/or damaged rim, may be requested to assist the service provider at the roadside due to the combined weight of the tyre/wheel combination.

Where it is deemed too hazardous to change a tyre/wheel combination at the roadside, towing will be arranging to the nearest point of safety.

Tyre fitting should take place on a hard, flat and even surface which can withstand the load (including the point load of a jack or axle stand).

4.4 Supply of materials, fuel and spare parts

Roadside Assistance does not include the cost or supply of materials, consumables, or spare parts. If these are carried

by our service provider and are used to provide Roadside Assistance, the cost of the part must be paid by you and will be charged at the time of supply. Spare parts will not be picked up, delivered or fitted (unless carried by our service provider).

4.5 Unlocated or unattended Vehicles

It is imperative that the driver, or a representative, wait with the vehicle until the Truck Assist service provider arrives, unless previous arrangements have been made and agreed to by the attending service provider. Where the owner/driver has elected an authorised representative, the representative must hold a current and appropriate truck driver's licence in case the vehicle is required to be moved. Where the vehicle is found to be unattended, any subsequent calls for assistance may be at the driver's expense.

If you are not present

When our service provider arrives, Roadside Assistance benefits cannot be provided to you. If you then request that our service provider be sent out again in relation to the same Breakdown you may be charged additional fees for this service.

4.6 Response time

Truck Assist Roadside Service is provided as soon as possible in response to a request by you. Response times are not guaranteed and may vary depending on, among other things, the location of the Vehicle, and the demand for assistance at the time the request is received, particularly in Regional and Remote Areas.

4.7 Excessive users

If in our discretion, we consider that you have received or requested Assistance for a Vehicle on an excessive number of occasions in a Truck Assist Roadside Assist Entitlement Plan Year, we may refuse to provide further assistance to you. Alternatively, we may at our discretion charge you additional fees for each callout for assistance (payable at the time) or offer an alternative service (at your expense).

5.0 ROADSIDE ASSISTANCE FOR TRAILERS

Whilst this entitlement does not apply to a trailer, we make every effort to provide and arrange towing benefits if attached to a vehicle with a roadside entitlement plan. Provided the service complies with all State and local regulation, that it is safe to do so, and on the availability of equipment and resources, particularly in Regional and Remote Area.



6.0 EXCLUSIONS

Roadside Assistance benefits do not apply to:

- a Vehicle that is considered by us to be an Unroadworthy Vehicle, or that is an Unregistered Vehicle;
- a Vehicle on which repairs have been attempted by anyone (including a licenced vehicle repairer), or that is partly or fully dismantled;
- a Vehicle that has suffered damage as a result of an Accident, Flood, Theft, Fire or malicious damage;
- a Vehicle which has been driven or transported to any licenced vehicle repairer;
- any parts, labour or other costs associated with the repair of a Vehicle;
- a Vehicle if the Truck Assist Roadside Assist Entitlement holder continues driving against our advice or the advice of our Service Provider;
- a Vehicle that has been transported to a wharf, transport depot, rail head or other similar holding or shipment facility;
- a Vehicle that has been used in a rally or race will not be responsible or liable for the following costs;
- any financial loss or liability in any way connected with a Breakdown or Accident;
- freight costs or costs for any sea crossings for a vehicle;
- transportation of a damaged vehicle;
- any responsibility and costs incurred in making arrangements for pets and animals in a Vehicle;
- any environmental rectification and/or clean-up costs associated with leakage or spillage of any environmentally damaging hazardous or dangerous goods, material, and/or liquids.
- Where the driver of the Nominated Vehicle is under the influence of alcohol or drugs or the driver's behaviour is abusive, or derogatory such that it may potentially endanger the Service Provider.
- a Vehicle damaged as a result of an Accident, natural disaster such as but not limited to Flood, theft, Fire or malicious damage;
- a Vehicle damaged as a result of an act of terrorism;

In the situations above, we will assist in arranging an alternative service or Tow (where applicable) at your expense, payable by you. Payment will be required at the time of service.

7.0. TOWING FOR NOMINATED VEHICLES

7.1 Towing benefits

The location of the Breakdown and your Truck Assist Roadside Assist Entitlement Plan, You, or the licensed driver of the Vehicle, should arrange to travel with the Vehicle to its intended destination. We will attempt to transport all passengers in the Vehicle provided each person can be legally transported in the tow truck. If we are unable to transport all passengers and your nominated Vehicle is covered, we will assist in arranging alternative transportation at your expense.

7.2 Type of Tow for Vehicle

If Special Towing Equipment is required the cost of the Tow is payable by You. Towing for all types of Vehicles will be provided using the most appropriate equipment available as determined by us. In Regional Areas and Remote Areas limited types of tow trucks may be available and will be subject to your Truck Assist Roadside Assist Entitlement Plan.

7.2.1 Towing limitations and costs

7.2.2 Toll costs

Any toll costs incurred during the Tow are included within your towing limit.

7.2.3 Clean-up fee

You may be required to pay for the clean-up of the site of the breakdown where contamination from your Vehicle makes it necessary for any environmental rectification and/or clean-up costs associated with leakage or spillage of any environmentally damaging hazardous or dangerous goods, material, and/or liquids the. If an additional service is required to clean up the roadway, you will also be required to pay for this service.

7.2.4 Vehicle weight and length for Towing

Although we make every effort to provide and arrange all services and benefits, providing Towing will depend whether it complies with all State and local legislation, that it is safe to do so, and on the availability of equipment and resources, particularly in Regional Areas and Remote Areas.

7.3 Subsequent Tows for the same breakdown

Whilst we make every effort to provide and arrange all services and benefits, any subsequent Tows required as a result of that same Breakdown will be paid for by you at the time of service. This includes Towing for a Vehicle that has been towed after hours to the Business Address, a holding yard or other place of safety.

8.0 AREAS COVERED BY TRUCK ASSIST ROADSIDE

We provide services within Australian states and Territories. We only provide services on private property or any Trafficable Road which is accessible to normal two-wheel drive vehicles. Our services may not be available on open fields, beaches, creek beds, parks and ovals, tracks, trails or private property, communities, or leases where entry of vehicles may cause damage or is restricted, or at any other locations where the prevailing conditions cause an area to become unserviceable.

8.1 Remote Areas

If you have a Breakdown in a Remote Area, we will try to organise assistance through the nearest Service Provider. In certain Remote Areas there may be occasions when we are unable to find an appropriate service provider to assist you. In these rare instances we will endeavour to arrange for a service provider subject to the provisions of your entitlements. In remote and sparsely populated areas you may experience delays in obtaining Truck Assist Roadside due to availability of the service provider and accessibility.

9.0 PRIVACY

By participating in the Truck Assist Roadside Assist Entitlement Plan, you agree to us collecting, storing, using and protecting your personal information in accordance with our Privacy Policy which meets the legislation and as amended from time to time and is available at www.truckassist.com.au.



10. GLOSSARY

These terms and conditions use the following definitions:

Accident means an incident in which a Nominated Vehicle has been damaged in a collision or impact with another object, whether or not this is another Vehicle or where this is caused by a mechanical failure. This includes a series of incidents arising out of a single event.

Administration Cost means costs associated with the establishment of your Entitlement Plan and any changes made during the annual Plan period.

Authorised Representative means a person who is authorised by the owner of the Nominated Vehicle under the Roadside Assist Entitlements Plan to act on their behalf in respect of Roadside Assist Entitlements Plan.

Breakdown means an occasion where a Nominated Vehicle cannot be driven due to mechanical or other failure, the cause of which is not an Accident, Theft, Fire, Flood, act of terrorism or malicious damage.

Excess Costs means excess amount over and above the entitlements which a Nominated Vehicle receives under the applicable entitlement plan.

Expiry date means the date the Entitlement Plan ends and where applicable any outstanding monies are to be paid to Truck Assist.

Fire means heat or flame, which damages the panel work, mechanical or electrical parts of a Vehicle.

Flood means a rising or overflow of water in a normally dry area, watercourse or water crossing.

Goods means the load of the Vehicle at the time of the Breakdown. This does not include Vehicles or Trailers carrying live animals.

GVM means gross vehicle mass which is the weight of the Vehicle and its maximum load.

Hazardous and / or dangerous material means liquid, solids, gas or waste as defined by NOHSC / ASCC National Standards & Codes of Practice.

Instalment Plan means all instalment fees payable when you nominate a Vehicle on an Entitlement Plan to receive Roadside Assist.

Invoice means an Invoice issued by Truck Assist Roadside Assist confirming receipt of payment for any Truck Assist Roadside Assist Entitlement Plan purchased by the owner of the Nominated Vehicle, and containing a schedule of the Vehicles covered under the applicable Entitlement Plan including Nominated Vehicle registration, Vehicle Identification Number, and waiting period details.

Metropolitan Area means the metropolitan areas of all capital cities in all states and territories of Australia.

Nominated Vehicle or Vehicle means any registered vehicle for service by a holder of a Truck Assist Roadside Entitlement Plan paid for the period during which service is requested.

Regional means an area outside of the Metropolitan area.

Remote Area is defined as areas within Australia that are sparsely populated and where Service Providers are not readily available.

Roadside Assistance means assistance provided to a Nominated Vehicle by a Service Provider to attempt to restore the mobility of the Vehicle at the Breakdown location.

Entitlement Plan means the benefits within the plan.

Truck Assist Roadside Assist Fee means the annual fee payable when you nominate a Vehicle on an Entitlement Plan to receive Roadside Assistance.

Tow, Towing or Towing Service means the tow service provided according to your Entitlement Plan Terms and Conditions to be the Nominated Vehicle subject to a Breakdown, and involving its removal from the Breakdown site to another location using any necessary Equipment available and considered appropriate by the Service Provider.

Trafficable Road means a constructed road/driveway that is legally trafficable by a conventional two wheel drive vehicle or towing recovery vehicle. It includes the road-related areas immediately adjoining the road itself such as road shoulders, breakdown lanes, medians and parking places.

This covers any road which has permission to use (specifically by its owner, if it is a public road) and which a standard Service Provider Vehicle can access safely.

Trailer means any two, three or four-wheeled domestic trailer, caravan, horse or dog trailer or boat trailer. For Heavy Vehicles this means B-Double trailer, dog trailer, pig trailer or articulated trailer.

Truck Assist Roadside Assistance is owned and powered by NTI Limited ("NTI")

ABN 84 000 746 109 AFSL 237246. NTI's registered address is Level 29, 400 George Street, Brisbane, Queensland 4000 Australia (07) 3292 9800 or

Fax: (07) 3292 9900. GPO Box 13550 GEORGE ST QLD 4003

Unregistered Vehicle means a Vehicle that does not have a current registration as required by the respective State Motor Authority.

Unroadworthy Vehicle means a Vehicle whose condition makes it unsafe to either drive or tow and which cannot be made safe to either drive or tow as determined by Truck Assist's Roadside Assist Service Providers.

Waiting Period means 72 hours from the purchase date and the activation date of the Plan unless the waiting period is waived or as agreed.

You, Your means the owner of the Nominated Vehicle or a licensed driver of the Vehicle that is covered by a Roadside Entitlement Plan.

