// 24/7 ROADSERVICES AUSTRALIA MOTORCYCLE TERMS & CONDITIONS

WELCOME

Are you in need of Assistance? Please call 1800 008 616 and have your vehicles registration number and your best phone number ready. Our team will ask the exact location of your vehicle and what has happened. In the event of an emergency, please call 000.

Please remain with your vehicle. If our provider arrives and the vehicle is unattended, there may be additional charges for subsequent callouts for the same incident. If your vehicle is parked in a hazardous location, please let us know when you call us and ensure you and your passengers stay clear of any oncoming traffic.

TERMS AND CONDITIONS

1. Roadside Assistance Membership

1.1. 24/7 will provide the member with roadside assistance Australia wide, where we can and when it is safe to do so. Membership may be registered under the name of an individual, company or an organisation. The membership will apply to the vehicle, which must be currently registered and in a roadworthy condition. A cooling off period of two (2) days provided members with the ability to cancel their membership without penalty, in writing to: admin@247roadservices.com.au

1.2. Member services/benefits will become effective two (2) business days after the receipt of payment. Membership/s must be paid for and current to obtain any services or benefits. Emergency assistance is available for the cost of the callouts within this period if required.

1.3. Should you replace your vehicle, your membership is transferable. In order to organise the transfer, you must contact 24/7 during business hours within 7 days of vehicle changeover occurring. Transfer will become effective two working days after notification is received by 24/7.

1.4. All fees paid to 24/7 (including membership fees, administration fees, service fees) are non-refundable unless under the following circumstances, where a pro-rated refund less an administration fee of $22 will apply, providing no claims have occurred in the current membership period:

(a) Sale of vehicle (with proof of registration transfer), or

(b) Insurance write-off (with proof from insurer)

1.5. Membership plans can be upgraded at any time by contacting 24/7 on 1300 550 1279, provided the requirements set out in point 1.6 are met. Your new services/benefits roadside assistance before effective two (2) business days after the receipt of payment, however additional benefits such as Taxi, Ambulance Cover, Accommodation and Car Hire will not come into effect until 30 days after the receipt of payment.

1.6. Membership upgrades can only be made where:

(a) No callouts have been used on the current 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.

1.7. Service will not be provided to a member who, in our view, is abusive, threatening or violent to any 24/7 staff member or contractor, or a member who attempts to receive service by deception. Should a member behave in this way we may, after investigation:

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

1.8. Any changes to the vehicle registration number or change of address must be reported to 24/7 during business hours, within 7 days of the change occurring.

1.9. 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.

1.10. Roadside assistance is only available on any sealed or designated road that the service provider deems to be safe. Roadside assistance is only provided where the weight, length, height and width of the vehicle is within the dimensions listed within your plan.

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

1.12. If you are not in attendance with your vehicle at the time when the service provider arrives, the service cannot be performed and one call-out will be deducted from the member's callouts. Further callouts relating to the same breakdown will be at the member's expense.

1.13. Roadside assistance is provided in the event of an unexpected mechanical breakdown. It does not cover vehicle maintenance or repairs. Regular maintenance or any mechanical repairs (major or otherwise) is the member's responsibility and will be at the member's expense.

1.14. Roadside assistance and any additional benefits are restricted to mechanical breakdowns. If roadside is unable to be provided a tow truck will be dispatched instead, this includes; flat tyres (if a roadworthy spare is unavailable), flat battery (which is unable to be replaced) and out of fuel (for electric and LPG vehicles). Towing due to physical damage is claimable under comprehensive vehicle insurance.

1.15. 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. Four- and Five-star plans have no callout limits, subject to Sub-Section 1.17 below.

1.16. Fair-use policy applies. 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.

1.17. Limits of liability per yearly membership for each protection plan:

- "3 Star" four (4) callouts per year
- "4 Star" unlimited callouts subject to excessive use (Section 1.16)
- "5 Star" unlimited callouts subject to excessive use (Section 1.16)

1.18. 24/7 reserves the right to amend prices and inclusions of policies without prior notice.

1.19. To clarify the definition of metro/regional and rural/country areas contact please contact 24/7 on **1300 550 279**.

1.20. Where reimbursement is requested, you are to provide the relevant documentation and receipts to verify expenses covered under your membership via email to: admin@247roadservices.com.au.

1.21. Each Service Provider has their own insurance and if damage is incurred by the Service Provider, then the Member is to notify the Service Provider immediately, take documentary evidence (photo's, location, time, Service Providers registration, etc) and inform 24/7 immediately who will raise a claim with the Service Provider. It is highly recommended that all members have current, comprehensive insurance on their vehicles in the event that a Service Provider denies any liability, that way the Members' insurance company can claim against the Service Provider if required.

2. Towing

2.1. We can provide breakdown towing to transport your vehicle to the nearest repairer up to the kilometre limits of your plan. Any excess kilometres will be at member expense.

2.2. Towing will be provided for all vehicles which do not exceed the dimension limits within your plan, provided that the tow can be made with standard towing equipment and such equipment is available. Towing will be provided using the most appropriate equipment available as determined by 24/7. Should specialised towing equipment or personnel be required, this service will be at the driver/member's expense - payable upon request of service.

2.3. 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.

3. Flat Batteries

3.1. We'll either provide a jump start or arrange a battery replacement, if available, to help you on your way. Battery at Members expense.

4. Flat Tyre

4.1. We will tow your vehicle to a service centre of your choice, subject to your plans towing allowance.

5. Emergency Fuel

5.1. We will deliver up to 10 litres (or approximately 50km worth) of emergency unleaded fuel, fuel cost at Members expense.

5.2. If you have an Electric vehicle we can assist you with towing, subject to your plans towing allowance.

6. Ambulance Cover

6.1. 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 within your plans limits, unless those costs are already covered under an existing State Government Scheme.

7. Car Hire

7.1. If your vehicle has suffered a major breakdown more than 100 kilometres from its registered address and repairs render your vehicle un-roadworthy for more than 48hrs we will reimburse you the cost of a hire car (excluding fuel and insurance) up to your plan limit.

All car hire claims exclude pre-booked car hire, weekends, public holidays and supplier, parts or workshop delays.

All car hire claims are subject to a 30-day waiting period following membership activation.

Car hire claim reimbursement will not be applicable during the first 48 hours following your vehicles breakdown.

- 4 Star Plan: A maximum limit of $360 per annum – based on up to 4 x days @ max $90 per day.
- 5 Star plan: A maximum limit of $700 per annum – based on up to 5 x days @ max $140 per day.

8. Accommodation

8.1. Major Breakdown

If your vehicle has suffered a major breakdown more than 100 kilometres from its registered address and repairs render your vehicle un-roadworthy for more than 48hrs we will reimburse you room only accommodation rates up to your plan limit.

- 4 Star Plan: A maximum limit of $360 per annum – based on up to 3 x nights @ max $120 per night.
- 5 Star plan: A maximum limit of $700 per annum – based on up to 5 x nights @ max $140 per night.

8.2. Accident

In the event of an accident and repairs are being carried out more than 100 kilometres from your vehicles registered address, and the repairs render your vehicle un-roadworthy for more than 48hrs and you require emergency accommodation; we will reimburse you room only accommodation up to your plan limit.

- 5 Star Plan: A maximum limit of $300 per annum – based on up to 5 nights @ max $60 per night.

8.3. All accommodation claims exclude pre-booked accommodation, weekends, public holidays and supplier parts or workshop delays.

All accommodation claims are subject to a 30-day waiting period following membership activation.

Accommodation claim reimbursement will not be applicable during the first 48 hours following your vehicles breakdown.

9. When Your Membership Benefits Do Not Apply

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

9.1. A vehicle that we deem to be:

- Un-roadworthy and/or unregistered,
- Already at a motor vehicle repairer,
- That is partly or fully dismantled.
- Has a pre-existing failure or breakdown.

9.2. A vehicle that has been involved in or suffered damage as a consequence of an accident, flood, theft, fire or malicious damage.

9.3. 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.

9.4. Transportation of a damaged vehicle.

9.5. A vehicle that has been driven against our instruction or the instruction of a licensed motor vehicle repairer.

9.1. A vehicle that has been transported to a holding or shipment facility, unless 24/7 has arranged towing to the facility as part of a transfer to a workshop.

9.2. A vehicle that is in a restricted access area.

9.3. A vehicle that has been used in a motor race.

9.4. Breakdowns caused by conditions that existed prior to the commencement of membership.

9.5. Additional member benefits, such as ambulance cover, breakdown accommodation, accident accommodation and car hire are not able to be claimed for breakdowns/callouts within the first 30 days of all memberships.

10. Your Responsibility for Costs

10.1. Any parts, labour or other costs related with the repair of a vehicle.

10.2. Towing that has not been arranged by us.

10.3. Any costs related to making arrangements for pets and animals.

10.4. All additional car hire charges, including fuel, tolls, insurance and other fees.

10.5. Towing kilometres in excess of your plans allowance.

10.6. Any freight costs (including sea crossings).

10.7. Any financial loss or liability, however sustained, occurring from or in any way connected with a breakdown or accident.

10.8. 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.

10.9. 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.

11. Emergency Callouts

11.1 Emergency callouts are available for:

- new members requiring immediate assistance within their 48-hour waiting period,
- current members who have exceeded their callout limit, or

- newly expired members.

11.2 All costs for emergency callouts are the responsibility of the driver of the vehicle/member.

12. Australian Consumer Law

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

1. Cancel your membership with us; and
2. 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.

13. Definitions

13.1. **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.

13.2. **Breakdown –** a failure of your vehicle occurring within the benefit period which has caused it to be immobilised or unsafe to drive, due to mechanical or electrical fault. This can also be a flat tyre, flat battery, or emergency fuel.

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

13.4. **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).

13.5. **Vehicle –** the vehicle to which your valid 24/7 Roadservices Membership applies.

13.6. **We, Us, Our -** 24/7 Roadservices Australia Pty Ltd

13.7. **You, Your –** the person's name that appears on the membership.

14. Important Information

By purchasing 24/7 Roadservices Australia membership, you agree to these Terms and Conditions.

24/7 Roadservices is proud to be a Product Review awards winner for the 4th consecutive year!

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24/7 ROADSERVICES AUSTRALIA