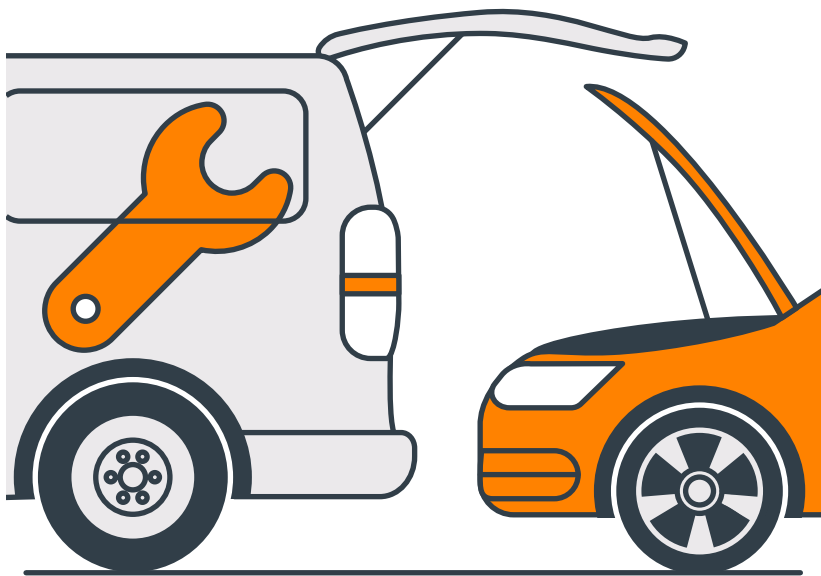


# Your Roadside Assistance Terms and Conditions



**Product Issuer:** Auto & General Services Pty Ltd  
ACN 003 617 909  
AFS Licence No 241411

**Registered Office:** Level 13, 9 Sherwood Road, Toowong QLD 4066

# Contents

## 1. Roadside Assistance overview **5**

- Our agreement with you ..... 5
- Who is eligible ..... 5
- Who provides the service ..... 6
- When Roadside Assistance starts ..... 6
- Renewing your membership ..... 6
- Where Roadside Assistance applies ..... 6
- How many times you can call us ..... 6

## 2. Our roadside services **7**

- Technical phone assistance ..... 7
- Minor roadside repairs ..... 7
- Breakdown towing ..... 8
- Flat battery assistance ..... 10
- Lockout or lost key ..... 10
- Out of fuel ..... 11
- Tyre change assistance ..... 11
- Accident co-ordination ..... 12
- Transport & accommodation ..... 12

## 3. When we don't provide cover **12**

- Locations we don't operate in ..... 12
- Vehicles we don't cover ..... 13
- If your vehicle is faulty ..... 13
- Other circumstances not included ..... 14
- Emergencies ..... 15
- Unattended vehicles ..... 15

## **4. Callouts 15**

When a callout ends.....	15
Cancelling a callout.....	16
Recording calls.....	16
If we can't provide the service.....	16

## **5. Costs and liability 17**

Costs.....	17
Liability.....	17
Our duty of care and rights.....	17

## **6. Ending your membership 18**

Transferring your membership.....	18
Cooling-off period.....	18
Suspending or cancelling your membership.....	18

## **7. Our Fair Use Policy 19**

What we mean by 'unlimited'.....	19
If you exceed these guidelines.....	19
We will let you know if you do.....	20
Applicable law.....	20
If you have a problem with our service.....	20

## **8. Definitions of words and phrases 21**

# Roadside Assistance overview

1

We provide roadside service, on the road or at home, if the vehicle:

- breaks down and needs towing
- has a flat battery
- runs out of fuel
- has a flat tyre.

We also help if your keys are locked in your vehicle or you've lost them.

## Our agreement with you

Your membership is a contract between you and us and is made up of your:



**Current membership certificate**

+



**These terms and conditions**

Under this agreement, we will provide the roadside services described in these terms and conditions to drivers of the vehicle or vehicles listed on your certificate of membership.

Note that some words in this booklet have specific meanings. **See 8. Definitions of words and phrases** for details.

## Who is eligible

This service is available to Australian residents whose vehicles are primarily used for private purposes.

## Who provides the service

Our roadside contractor provides the roadside services on our behalf.

## When Roadside Assistance starts

Roadside Assistance starts 48 hours after you buy the Roadside Assistance membership.

If you need help in first 48 hours of your membership, or at any time due to a pre-existing condition, we charge a non-refundable service fee of \$100 (including GST) on top of any membership cost.

## Renewing your membership

If you accept an automatic payment arrangement with us and we invite you to renew, your membership fee will be deducted unless you ask us otherwise.

When an automatic payment arrangement is not selected, we will send you a renewal offer at least 14 days before your membership expires. It will show the fee for the new period and may also include any changes to the terms and conditions.

We reserve the right to decline any application or renewal at any time.

## Where Roadside Assistance applies

Roadside Assistance service is available subject to these terms and conditions within the service area, which is an area in mainland Australia, Tasmania, and Phillip Island that a standard two-wheel-drive recovery vehicle can reach, or another Australian island that a standard two-wheel-drive recovery vehicle can reach by a vehicular bridge (not by a ferry).

## How many times you can call us

Within the terms of our Fair Use Policy, you are entitled to an unlimited number of callouts within the twelve months of your membership. We can apply the Fair Use Policy if you call for assistance more often than we think is reasonable, or if you ask for assistance in a way we consider to be excessive.

If we apply the Fair Use Policy we can refuse or restrict the service, or charge you an extra fee. Please **see 7. Fair Use Policy** for details.

# Our roadside services

2

If your vehicle has broken down and can't be driven, we assess it and, where possible, perform one of our roadside services.

We decide which service to provide, at our sole discretion, based on what we believe is the most effective and safe way to help you within the service limits.



## Technical phone assistance

We provide phone assistance to try to diagnose your vehicle's problem and help get you moving.



## Minor roadside repairs

The roadside contractor can make limited mechanical repairs to your vehicle (such as fuses, repairs to hoses and drive belts) up to the value of \$20.

We can only do this if:

- we believe the contractor can safely and satisfactorily make these repairs at the vehicle's location in the time available, and
- if the parts or equipment needed are available at the time of the callout.



## Breakdown towing

If your vehicle breaks down and we determine that it's not possible or practical to mobilise it at the roadside, we arrange a tow.

### If you break down...

### we tow you...

within the geographical metropolitan areas of the capital cities of Australia, including the metro satellite cities, major regional cities and major towns of Australia

up to 20 kilometres from the breakdown location

anywhere in the geographic area of Australia outside the greater metropolitan cities

up to 50 kilometres, round trip from the contractor's depot

You must pay all non-standard towing costs, storage costs and any repair costs.

### If your vehicle is damaged

We won't tow your vehicle if:

- it has been in an accident
- mechanical failure has caused panel damage or impact damage
- it's been damaged by any wilful or malicious act, theft or attempted theft.

### If your vehicle is bogged

We won't tow or recover your vehicle if it's on steep terrain, bogged, or stranded on any solid surface such as:

- a kerb
- guttering
- barrier
- driveway
- cliff face or other raised object.

If we decide to tow your vehicle in these situations you must pay all costs.



## If your vehicle is unsafe or inaccessible

We won't tow your vehicle if the roadside contractor determines that it is:

- loaded beyond its legal limit
- not safe to move or transport
- not possible to get to and tow using a standard two-wheel-drive tow vehicle fitted with standard towing equipment (including inside a low-roof car park or at the back of a building).

## Trailers

If your vehicle has a trailer attached, the roadside contractor decides whether to tow it to the same destination as your vehicle. You must pay all costs of towing the trailer.

## Heavy and long vehicles

If your vehicle is heavier than 3.5 tonnes gross vehicle mass and/or is more than 5.5 metres long, the roadside contractor can charge an extra fee to tow it. You must pay this fee.

## Passengers

We don't pay to transport passengers, but we can help you to arrange a taxi. You or the passengers must pay for the taxi.

## Non-breakdown towing

If you ask us to tow your vehicle for a reason other than a breakdown you must pay the costs of the tow.

## Special towing equipment

If the roadside contractor needs to use any special towing equipment you must pay all the costs of using that equipment. Examples include go jacks, jinkers, winches or heavy capacity towing equipment.



## Flat battery assistance

If we determine your battery is flat, we arrange to jump-start your vehicle. If the battery needs to be replaced, we can arrange for a replacement to be supplied and installed, where available, at your expense.

### Towing because of a flat battery

We arrange for the vehicle to be towed, within the service limits, if:

- we determine that the battery is flat because of some other primary cause (such as a faulty charging system or other electrical fault), or
- we can't jump-start the engine or start the vehicle in any other way.

We'll tow the vehicle to the nearest accredited service provider in accordance with the breakdown towing conditions.

### Second callout within 24 hours

If you make another callout within 24 hours of an earlier flat battery or related callout, then we can charge you for this callout.

### Flat battery due to faults

If your flat battery or 'no-start' situation was because of a faulty battery, faulty charging, or an electrical or starting system which has not been fixed by a qualified service provider, you must pay for any future callout for a flat battery until the fault is repaired.



## Lockout or lost key

If you've locked your keys in your vehicle or lost your keys, we provide all reasonable assistance to:

- open the vehicle, or
- arrange a taxi or courier to fetch a spare key.

You must provide satisfactory proof of ownership, and a limit of \$125 (including GST) applies to the lockout or lost key service.

If we need to get into your vehicle to retrieve your keys, or transport it to a location where we can gain access to the vehicle, we may ask for your written consent first.

### Damage to your vehicle

Trying to get into your vehicle by any way other than a key or keyless transponder can damage the vehicle. If getting into your vehicle causes any damage, we (including our roadside contractor and its sub-contractors) accept no liability for this damage.

## Faulty locks and keys

We won't provide lockout assistance if your vehicle is immobilised because of:

- a broken, faulty or worn-out ignition lock, barrel or key, or
- any electronic security system faults.

Instead we either:

- provide Breakdown towing, or
- engage a qualified locksmith (where available) to repair the fault on site. You must pay any costs for a locksmith.



## Out of fuel

If you run out of fuel we provide up to \$15 worth of fuel on the side of the road.

If we can't provide fuel at the roadside for any reason, we tow your vehicle to the nearest fuel outlet, including LPG refuelling stations, within the service limits. You must pay for any fuel purchased.



## Tyre change assistance

If you have a flat tyre, we change and replace it with the spare tyre supplied with your vehicle.

You must have the correct, serviceable spare tyre, and the roadside contractor must have access to the vehicle's own serviceable jack and wheel brace or tools.

If we can't change the tyre for any reason, we tow the vehicle to the nearest tyre repairer within the service limits. Reasons might include, but aren't limited to:

- no spare tyre
- the spare tyre is deflated, faulty, damaged or not roadworthy
- missing locknut key or tool
- faulty or missing wheel studs and nuts
- faulty or missing tyre changing equipment
- the vehicle is in an unsafe position, angle, or on unstable terrain.



## Accident co-ordination

If you're involved in an accident, we can:

- advise you on what steps to take
- help arrange the recovery of your vehicle
- help you find alternative transport.

You must pay any towing and alternative transport costs associated with an accident, but you can check if your car insurance policy will cover these costs.



## Transport & accommodation

### Taxi

If we've towed your vehicle, we can help arrange a taxi or other transport for you. You must pay all costs of this transport.

### Hire car

If you break down more than 100 kilometres from home, we can help arrange a rental vehicle for you. You must pay all costs of this transport.

### Accommodation

If you break down more than 100 kilometres from home, we can help arrange accommodation for you. You must pay all costs of this accommodation.

# 3

# When we don't provide cover

## Locations we don't operate in

### In general

We don't provide callouts for vehicles in areas or premises that a standard two-wheel-drive recovery vehicle can't get to.

## Restricted access areas

A restricted access area is an area protected by security or other systems designed to prevent access by unauthorised people. This includes any area that we don't have permission to enter, such as airports, sporting venues, protests and concerts.

We don't provide callouts to vehicles in a restricted access area, unless we can lawfully enter the area without hindrance, and you are willing to pay any associated costs.

## Remote or inaccessible areas

We don't provide callouts to any location or area that we consider inaccessible, for example:

- beaches and creek beds
- national parks and reserves
- open fields, parks and ovals
- four-wheel-drive tracks, or other tracks or trails (including logging or forestry service access trails)
- areas not connected to the mainland by a motor vehicle bridge
- restricted access roads
- any unsealed surface that a standard two-wheel drive recovery vehicle can't drive on.

## Vehicles we don't cover

We don't cover vehicles that are:

- not listed on your membership certificate
- unregistered or not roadworthy
- involved in any way in any form of racing or motor sports
- over 3.5 tonnes GVM and/or over 5.5 metres long
- large or heavy enough to require a specialist or heavy haulage towing provider
- operating as taxis, limousines, rental or hire vehicles or for any other commercial use
- immobile in a workshop while being repaired, or undergoing mechanical or electrical repairs at your premises
- modified in a way that hinders or prevents the vehicle from being towed (for example lowered suspension, flared guards, scoops & various body accessories). In this case you must pay any extra costs to tow the vehicle, including any specialised recovery equipment or vehicle required.

## If your vehicle is faulty

You have to pay the costs of a callout if the vehicle breaks down because of:

- your failure to provide regular preventative vehicle maintenance
- your providing inappropriate maintenance or repair, whether intentional, negligent or otherwise
- your failure to follow the instructions of the vehicle manufacturer, repairer, our contractor or us
- any mechanical servicing or repair
- inappropriate or incorrect fitting of parts or accessories
- sub-standard repairs and/or parts fitted that aren't fit-for-purpose
- accident damage, break-in or attempted break-in of your vehicle
- breakdowns associated with any attached caravan or trailer or their couplings.

## **Other circumstances not included**

You have to pay the costs for:

- callouts required due to you not using reasonable care
- assistance or callouts for emergency or life-threatening events or situations
- callouts outside the service limits.

## Emergencies

This is not an emergency service. If you are in an emergency situation call "000". If we become aware or suspect that you or any other person is in an emergency situation (e.g. a child locked in a car), we may contact the police or other emergency service.

## Unattended vehicles

We won't provide a callout if the vehicle is unattended. If the roadside contractor arrives at the vehicle's location and can't find or contact the driver, you, or another person you've nominated, they may leave the job and we'll consider the callout to be completed.

If you make another request for assistance for that same event, you must pay for it.

# Callouts

4

## When a callout ends

We consider a callout completed when:

- your vehicle is mobilised and can leave the breakdown location under its own power
- we've delivered your vehicle to an accredited service provider or other destination you or the driver requested
- you've made other arrangements to have your vehicle attended to
- you've told us that you no longer need our help
- by your conduct we determine that you no longer need our help.

If you ask us to re-tow your vehicle to another location after we've towed it to an accredited service provider, you must pay for this tow.

## Canceling a callout

If you cancel a callout after we've dispatched the roadside contractor and they are on the way to your location, we consider the callout to be completed, whether the roadside contractor has arrived or not.

If you make another request for assistance for that same event, you must pay for it.

## Recording calls

To ensure the quality of our services your telephone calls with us may be monitored and recorded.

## If we can't provide the service

We may not be able to provide the service, or there may be delays if:

- there are not enough resources in the area where you've broken down (for example there are no tow trucks or repairers available)
- the circumstances are beyond our control, such as extraordinary delays caused by extreme weather conditions, a roadblock or diversion, a serious accident or traffic congestion
- there are unexpected or disruptive events such as war, strikes, storms, floods, acts of terrorism, or other acts of God that prevent us from assisting you.



# Costs and liability

## 5

### Costs

You're responsible for all costs associated with:

- callouts outside the service limits
- ferry crossings (if access is possible) and road toll charges
- non-standard towing equipment.

You must pay all costs to store, manage and repair your vehicle after a breakdown, whether or not an accredited service provider does the work.

Some examples include:

- parts or other supplies, except any part or supply specifically detailed in these terms and conditions
- labour or parts provided at any service station or repair centre to which we take the vehicle.

### Liability

We are only liable for the benefits detailed in these terms and conditions.

Except to the extent of any liability which cannot be excluded by law, we are not liable for any:

- direct, indirect or consequential damage, including to the vehicle or the vehicle's componentry or systems
- losses you incur (including loss of profit) because of any delays in providing the roadside service, or any acts or omissions by us or our agents or contractors.
- infringement to any manufacturer's or dealer's warranty, however it was caused, as a result of any services supplied.

### Our duty of care and rights

Our employees and contractors will use reasonable skill and care when providing the service.

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.

# 6

# Ending your membership

## Transferring your membership

You are unable to transfer your Roadside Assistance membership to another person, but if you replace the vehicle, you can transfer this membership to the replacement vehicle.

Service for your replacement vehicle starts 48 hours after you tell us of the replacement. We don't provide service for any incident that involved the replacement vehicle before or during those 48 hours.

## Cooling-off period

If you haven't used your Roadside Assistance, you can cancel your membership within 21 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.

## Suspending or cancelling your membership

We can suspend or cancel the service immediately if you don't pay the fee (or any extra fee) when it's due or you use our service dishonestly.

# Our Fair Use Policy

7

To keep this cover affordable to everyone we have to ensure that roadside services are distributed in a way that benefits all customers equally.

This involves making sure that some customers don't use our services instead of doing proper mechanical maintenance, or regularly request assistance for the same recurring incidents.

## What we mean by 'unlimited'

Roadside Assistance provides 'unlimited' service callouts, but we reserve the right to apply the terms of our Fair Use Policy when defining 'unlimited'.

The Fair Use Policy aims to identify, monitor and help customers who have requested assistance more frequently than we consider reasonable, or in a way we consider excessive.

Examples of reaching or exceeding the Fair Use Policy include:

- repairs not made - more than one callout request for a specific mechanical breakdown where we've previously identified and explained the root cause of the breakdown, but you haven't repaired it
- missing parts or equipment - more than one callout request where we've identified and explained that the vehicle is missing parts or equipment that we need to provide basic roadside assistance (such as a spare tyre, keys for locknuts, tools or equipment specific to the vehicle)
- fuel - a third or subsequent callout for any "out of fuel" situations within the membership period
- dishonesty - any callout (or subsequent callout) where we determine that the driver of the vehicle has been dishonest or deceptive.

Reaching or exceeding a callout request limit doesn't affect a request for a callout if the vehicle is immobilised for an unrelated reason.

## If you exceed these guidelines

If we decide that you've reached or exceeded the guidelines of this Fair Use Policy, we can refuse or restrict the service to you, or charge you an extra fee to provide the service.

## We will let you know if you do

We'll tell you in writing if you reach or breach the Fair Use Policy. We'll give you information about the policy and what you need to do to reduce the breakdown frequency of the vehicle. This notice is a formal notification of unreasonable or excessive use.

If you don't reduce the breakdown frequency by making repairs or any other reasonable requests we make, we can suspend the service or charge you extra fees.

We'll also apply this policy if we consider any customer is using services or entitlements fraudulently, or in a way that affects our ability to serve other customers.

## Applicable law

Each provision in this document can 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.

These terms and conditions are current as at 6 July 2021, but are subject to change.

## If you have a problem with our service

We want to resolve any complaint or dispute for you as quickly as possible. Please contact our Budget Direct customer service team.

You can:

 call us on **1800 514 448**

 send an email to  
**roadside@budgetdirect.com.au**



write to us at  
**Budget Direct Roadside Assistance**  
**PO Box 79**  
**Mansfield Park SA 5012**

# Definitions of words and phrases

## 8

In these terms and conditions, these words have specific meanings.

	Term	Definition
<b>A</b>	<b>accident</b>	A vehicle damaged by impact or collision of any nature, or by attempted or successful theft or break in to the vehicle.
	<b>accredited service provider</b>	All Service Centres or other licensed vehicle repair workshop we've approved. Neither we nor our service provider are responsible for any costs for work any service provider does, you must pay for all repairs and costs.
<b>B</b>	<b>breakdown</b>	An unexpected mechanical or electrical fault 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.
<b>C</b>	<b>callout</b>	Roadside assistance provided by us or our customer service assistant over the telephone, or where a roadside service provider has been dispatched.
	<b>commercial use</b>	Where the vehicle is used in a 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.
<b>D</b>	<b>driver</b>	You or anyone you allow to drive or be in control of your vehicle.
<b>G</b>	<b>GVM</b>	Gross Vehicle Mass


## Term Definition

<b>H</b>	<b>home</b>	Your home as registered on our system.
<b>M</b>	<b>membership</b>	The terms and conditions set out in this booklet, along with your membership certificate.
	<b>membership certificate</b>	The certificate that accompanies this booklet detailing which vehicles these terms and conditions covers.
	<b>minor breakdown repairs</b>	<p>Limited and minor repairs of an immobilised vehicle to make it mobile again, including any replacement parts up to a retail value of \$20 (including GST).</p> <p>This doesn't include:</p> <ul style="list-style-type: none"> <li>• workshop repairs, which may require diagnostic equipment, parts or repairs</li> <li>• servicing of vehicles.</li> </ul>
	<b>mobile or mobilised</b>	Moving or capable of moving using the vehicle's own power, as intended by the manufacturer when operating normally and not in need of assistance. "Immobile" and "immobilised" have the corresponding meaning.
<b>P</b>	<b>pre-existing condition</b>	Any condition or defect that was apparent, or that you reasonably suspected, before you purchased the membership, or that was diagnosed and reported to you at a previous callout and hasn't been fixed.
<b>R</b>	<b>roadside assistance</b>	The service described in this document, provided by Auto & General Services Pty Ltd and our contractors. When you buy Budget Direct Roadside Assistance, you have a contract with Auto & General Services Pty Ltd.
	<b>roadside contractor</b>	The servant, agent, contractor or sub-contractor we retain to provide the service to you.
	<b>roadworthy, well-maintained condition</b>	<p>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.</p> <p>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.</p>

## Term Definition

S	service limits	<p>Greater metropolitan cities including metro satellite cities, also major regional cities and major towns:</p> <ul style="list-style-type: none"> <li>• up to 20 kilometres from the point of breakdown to the nearest accredited service provider.</li> </ul> <p>Country and remote regions including any non-built-up regions:</p> <ul style="list-style-type: none"> <li>• up to 50 kilometre round trip from the roadside contractor's base; this includes where the roadside contractor can mobilise the vehicle by assistance provided at the roadside or where the vehicle has to be towed to the nearest accredited service provider.</li> </ul>
	service fee	A \$100 (including GST) fee, effective July 2019, that covers the initial callout of the roadside assistance provider only. All other items are an additional cost to you.
	service provider	Same meaning as roadside contractor.
	serviceable spare	A wheel and tyre that is with the vehicle, is roadworthy, ready and able to be fitted to your vehicle.
V	vehicle or the vehicle	The vehicle or vehicles identified on your current Roadside Assistance Membership Certificate.
W	we, us	Auto & General Services Pty Ltd and our contractors.
Y	you, or your, or the member	The person or people named on your current Roadside Assistance Membership Certificate.

**Contact details**

 Broken down? Call **1800 514 448**  
For anything else, call **1300 306 560**

 [budgetdirect.com.au](http://budgetdirect.com.au)