



TERMS OF USE



1. ROADSIDE ENTITLEMENTS

1.1 Roadside Assistance Plans

Truck Assist offers 2 Roadside Assistance Annual Plans (1) the Value Plan and (2) the Premium Plan.

Subject to this Terms of Use, both Plans include the following:

- Breakdown repairs
- Emergency fuel delivery
- Tyre or wheel change
- Flat battery
- Glass repair
- Lockout or lost keys
- Hydraulic hose repairs
- Towing & recovery
- Interpreter service
- Message relay

Under the Value Plan the amount covered per callout is up to \$1,000 and under the Premium Plan the amount covered per callout is up to \$1,500.

If You don't want an annual plan, Truck Assist also separately offers (1) Battery Replacement and (2) Tyre Repairs & Replacements for a Fee payable per callout.

1.2 Roadside Assistance Eligibility

Truck Assist Entitlements Document

The following entities may obtain a Roadside Assistance Plan:

- a corporation with an ACN
 - (Australian Company Number) or ARBN (Australian Registered Body Number);
 - An individual/sole trader, partnership or charity;
- 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.

Roadside Assistance Plans are available for the following eligible vehicles:

1. all vehicles over 3.5 tonnes GVM with a manufacture data after 1988;
2. vehicles that are not Unregistered Vehicles;
3. vehicles that are not Unroadworthy Vehicles.

1.3 Obtaining a Roadside Assistance Plan

Nominated Vehicles

All Vehicles which are to receive benefits of a Roadside Assistance Plan must be nominated. You can nominate up to 19 Vehicles on a specific Roadside Assistance Plan.

Truck Assist Roadside Fee

A Truck Assist Roadside Fee is payable when You nominate a vehicle on Your chosen Plan. The Fee is payable at the time of purchase or as per Your instalment payment plan. 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/Vehicle Sold

When a Nominated Vehicle on a Truck Assist Roadside Assistance Plan is sold and/or replaced - the Roadside Assistance 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 Roadside Assistance Plan.

1.4 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. Any changes will only come into effect on renewal of Your Plan.

If You wish to make changes to Your Plan, You may be charged additional fees and administration costs on renewal.

1.5 Change of Truck Assist Roadside details

Authority to make changes to Your Roadside Assistance 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 ACN or ARBN remains the same. Details will only be changed in all cases if proof is provided in writing. You or Your Authorised Representative may make payment of Fees, provided that no changes to the Plan is made.

1.6 Expiry and Cancellation of Your Roadside Assistance Plan

When does a Roadside Assistance Plan expire?

Your Value Plan or Premium Plan is effective for a one year period from the end of the Waiting Period unless otherwise advised to Truck Assist Roadside Assist. Your Plan must be paid for at the time of purchase by You or Your Authorised Representative. If You have chosen to pay Your Plan by instalment for an annual period Your 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 Assistance Plan**.
2. When cancelling Your **Truck Assist Roadside Assistance 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 unless agreed in writing by us.
3. When cancelling Your Truck Assist Roadside Assistance 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 unless agreed in writing by us.

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 Plan until the Expiry Date.

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

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 until the overdue amounts are paid in full. This may include any Excess Costs that were payable at the time of roadside assistance being provided.

To the extent that you have used any services provided in this Agreement for which payment has not been received, you will be liable to pay the full annual fee, in addition to reasonable administration costs we incur in recovering the annual fee.

1.9 Suspension for threatening or deceptive behaviour

Roadside Assistance will not be provided to You or Your agents if the drivers or passengers of Nominated Vehicles under Your Plan are, in our reasonable 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, acting reasonably:

- suspend /cancel or limit Roadside Assistance to You or Your agents;
- impose service fees for further Roadside Assistance requests.

1.10 Excessive Use of Service

Where Truck Assist reasonably believes a customer has repeatedly requested the roadside service, during the Plan Year, we may refuse to provide further assistance. Alternatively, we may at our discretion, acting reasonably, 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 Assistance 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 Plan then contact Truck Assist on 1800 827 747. To waive the 'waiting period' of a Roadside Assistance Plan a fee is to be paid to activate Roadside Assistance.





3.0 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.

All Roadside Assistance services are provided up to your Plan limit. You are responsible for all Excess Costs.

3.1 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).

3.2 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 Plan Limits.

3.3 Lockout

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

You will be responsible for Excess Costs.

3.4 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 Excess Costs **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).

3.5 Unlocated or unattended Vehicles

It is imperative that the driver, or an Authorised 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 and you are not present, 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.

3.6 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.

4.0 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 Assistance 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.



5.0 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;
- any parts, labour or other costs associated with the repair of a Vehicle;
- a Vehicle on which repairs have been attempted by anyone (including a licenced vehicle repairer), or that is partly or fully dismantled that has not been approved in writing by us;
- 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 without our written approval;
- 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;
- 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 other than any approved towing;
- 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 act of terrorism;

In the situations above, we may 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.

6.0. TOWING FOR NOMINATED VEHICLES

6.1 Towing benefits

We will attempt to transport all passengers in the tow truck 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.

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

6.2 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 Plan.

6.3 Toll costs

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

6.4 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.

6.5 Towing availability

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.

6.6 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.

6.7 Excess Costs

You agree to accept to pay any additional towing costs incurred over and above the level of cover under your Plan.

7.0 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.

7.1 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 Plan. In remote and sparsely populated areas You may experience delays in obtaining Roadside Assistance due to availability of the service provider and accessibility.

8.0 PRIVACY

By holding a Plan, You agree to us collecting, storing, using and protecting Your personal information in accordance with our Privacy Policy and as amended from time to time and is available at www.truckassist.com.au.



9. 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 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 Plan to act on their behalf in respect of the 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 Plan.

Expiry date means the date the 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.

Invoice means an Invoice issued by Truck Assist Roadside Assist confirming receipt of payment for any Plan purchased by the owner of the Nominated Vehicle, and containing a schedule of the Vehicles covered under the applicable 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 Assistance 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.

Roadside Assistance Plan / Plan means the plans outlined in section 1.1 (including for the avoidance of doubt, Battery Replacement and Tyre Repairs & Replacements).

Truck Assist Roadside Assist Fee / Fee means the fee payable when You nominate a Vehicle on a Plan to receive Roadside Assistance.

Tow, Towing or Towing Service means the tow service provided according to the terms and conditions of Your Plan to 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.

Unregistered Vehicle means a Vehicle that does not have a current registration as required by the respective State or Territory 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 Plan.





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Truck Assist Roadside Assistance is provided
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