

## **365 ROADSIDE ASSISTANCE APPLICATION**

Ref No:

### **MEMBERSHIP DETAILS**

Company or Insured Name:

Trading As:

Address:

Suburb:

Postcode:

State:

Mobile Number:

Home Number:

Email Address:

### **MOTOR VEHICLE / TRAILER / CART**

Coverage for: Coffee Van                      Towing Vehicle                      Coffee Trailer\*                      Coffee Cart with Trailer\*

**Note \*Coffee Trailer and Cart with Trailer Cover available when the Towing vehicle is an 365 Assistance Member**

Vehicle Age: (e.g. 2010)

**Note that your vehicle must not be more than 10 years of age to qualify for roadside assistance.**

Vehicle Make: (e.g. Hyundai)

Vehicle Model: (e.g. iLoad)

Registration / Chassis Number:

Vehicle Colour:

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### **CARD DETAILS**

Name on the Card:

Credit Card Type: VISA                      MASTERCARD

Card Number:

CVC: (last 3 digits on the back of the credit card)

Card Expiry Date: (MM/YY)

Yearly Subscription Options:

\$79 Standard Cover\*

\$99 Premium Cover\*

**\*See Summary of benefits below before you make your decision depending on your individual requirements**

I hereby agree to the automatic renewals until I cancel my membership

I agree to the terms and Conditions.

Signature

Date

# 365 ROADSIDE ASSISTANCE

## SUMMARY OF MEMBER BENEFITS

### **STANDARD BENEFITS AND ENTITLEMENTS**

#### **Automotive Assistance & Technical Advice**

365 will arrange where it is possible and safe to do so, most common Breakdown related problems to be rectified including inflation of a flat tyre, replacement of a flat tyre with the Vehicle's serviceable spare and jump-starting of a flat battery. Where appropriate, this may also include providing practical tips or advice, on a reasonable endeavours basis, in relation to simple Vehicle operation, any safety warnings or lights that may appear, or practical information regarding the Vehicle.

#### **Technical advice**

Will be provided over the telephone for any safety warnings or lights that may appear or technical and mechanical information regarding the Vehicle.

#### **Minor Roadside Repairs**

365 will arrange for minor Breakdown related repairs to be carried out where it is possible and safe to do so at the roadside. Battery and Parts Replacement – 365 will arrange for the supply and fitment of emergency parts to effect mobilisation of a Breakdown repair in the event that a Preferred Repairer is not open or within close proximity of the Breakdown. Any non-critical (non essential to get the vehicle to a drivable state) parts utilised will be charged back to the Customer directly.

#### **Emergency Fuel**

365 will arrange for either the delivery of an emergency supply of fuel where able to and where government regulations permit or transport the Customer's Vehicle to the nearest refueling station. Subject to the applicable towing limits a maximum of \$10 including GST will be paid for emergency fuel per event.

#### **Key Replacement**

Locksmith Service or Courier Service - Where the key has been lost or stolen, or has been locked inside the Vehicle, 365 will either arrange for the Customer's spare key to be delivered to the Customer or arrange for a locksmith to attend. The Customer will be responsible for any and ALL costs of providing the service, under this standard Cover.

#### **Towing**

In the event the Customer's Vehicle is immobilised or is not safe to drive, 365 will arrange for the transportation of the Vehicle to any Preferred Repairer within the city Metropolitan area of 20km's (kilometre radius) of the Breakdown; otherwise to a repairer of 365's choice. Any distance greater than 20 km's (kilometres) will be charged back to the Customer in line with the attending contactors' fee per kilometre.

#### **Accident Coordination & Towing**

Where the customer's Vehicle has been involved in an Accident, 365 will arrange to transport the Vehicle to either a preferred accident repairer or a repairer of the Customers preference. Whilst 365 can arrange accident towing, all associated costs will be at the Customers expense. 365 will also advise the caller of the appropriate information to obtain from other parties involved in the accident such as Third Party's name, address, contact numbers, vehicle registrations, insurance details and any witness details.

### **PREMIUM BENEFITS AND ENTITLEMENTS**

ALL SERVICES in Premium Benefits are in addition to, or override the Standard Benefits covered in the Standard cover.

#### **Accommodation Assistance**

365 will arrange and provide hotel accommodation for the Customer and up to four passengers, for a maximum of 3 nights at a maximum combined cost of \$120.00 per night including GST. The Customer will be responsible for all meals, telephone call costs and any hotel sundries.

#### **Key Replacement**

Locksmith Service or Courier Service - Where the key has been lost or stolen, or has been locked inside the Vehicle, 365 will either arrange for the Customer's spare key to be delivered to the Customer or arrange for a locksmith to attend. The maximum indemnified amount is \$80 and the Customer will be responsible for any costs over and above this amount.

#### **Towing**

In the event the Customer's Vehicle is immobilised or is not safe to drive, 365 will arrange for the transportation of the Vehicle to any preferred repairer within the city Metropolitan area of 50km's (kilometre radius) of the Breakdown; otherwise to a repairer of 365's choice. Any distance greater than 20 km's (kilometres) will be charged back to the Customer in line with the attending contactors' fee per kilometre.

#### **Accident Coordination & Towing**

Where the customer's Vehicle has been involved in an Accident, 365 will arrange to transport the Vehicle to either a

preferred accident repairer or a repairer of the Customer's preference. Whilst 365 can arrange accident towing, all associated costs will be at the Customer's expense. 365 will also advise the caller of the appropriate information to obtain from other parties involved in the accident such as Third Party's name, address, contact numbers, vehicle registrations, insurance details and any witness details.

#### **Follow-up**

In cases where the vehicle has been transported to a dealer or an authorised repair centre after a breakdown, we will work with your repairer to ensure that the Vehicle is back on the road as soon as possible.

#### **Rental Car Assistance –**

365 will arrange and provide a rental car to the Customer for a maximum of 3 days at a maximum cost of \$90.00 per day including GST. Rental car entitlements cease once the Vehicle has been repaired. The driver / hirer of the rental car will be responsible for all fuel costs, excess kilometer charges, toll fees, insurance waivers, insurance excess and damage claims payable on the rental car.

#### **Alternative Travel Assistance**

If, following a Breakdown, the Vehicle cannot be repaired and hotel accommodation or a rental car are not available, 365 will arrange and provide alternative transport where possible for the Customer and up to four (4) passengers traveling in the Vehicle to return home or to their intended destination. 365 would be responsible for maximum cost of \$100.00 including GST per person.

#### **Vehicle Recovery/Relocation Assistance**

When the Vehicle has been repaired after a Breakdown, 365 will arrange and provide for delivery of the Vehicle to the Customer's home or intended destination. Alternatively, arrangements can be made for the Customer to return to the repaired Vehicle. All costs associated with this service will be the responsibility of the Customer and full payment will be required before the service is provided.

#### **Off-Road Recovery Assistance**

In the event that the Vehicle is immobilized while located in an area not generally accessible by standard, 2-wheel-drive Recovery vehicles, 365 will arrange appropriate specialized Recovery and Transport assistance. All costs associated with this service will be the responsibility of the Customer and full payment will be required before the service is provided.

## **TERMS & CONDITIONS APPLICABLE**

If you require it, we will provide you with Roadside Assistance Australia wide. Your membership is valid for the vehicle which you nominate to us only. Service and benefits become effective two working days after receipt of payment.

Your membership is non-transferable. We reserve the right to withdraw or withhold services in the event a member is violent, abusive, or attempting to receive service by deception.

Unless we are required by law to give a refund, membership fees (including emergency assistance fees) paid to 365 Roadside Assistance are non-refundable.

If you change your vehicle registration number or home address you must advise us within 7 days.

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 or locate your vehicle based on the information you provide to us.

Roadside Assistance is only available on any sealed or designated roads, accessible by standard 2-wheel drive recovery vehicles, that the service provider deems to be safe.

Roadside Assistance is only provided where the weight of the vehicle is less than 3.0 Tonnes GVM and the length of the vehicle is less than 5.5 metres.

Towing will be provided using the most appropriate equipment available (such as lift-tow or flat-top truck) as determined by us. Should Specialised Towing Equipment or Personnel be required (such as power winches, extended cables or hydraulic vehicle moving jack dolly's etc) this service will be at the driver/member's expense – payable at time of service.

If you are located in a some regional or remote locations and require assistance, you may be charged an additional call out fee.

You must remain with your vehicle after requesting service. If you are not in attendance with your vehicle at the time when the service provider arrives the service cannot be supplied and one call-out will be deducted from the member's' call-outs. Further call-outs related to the same breakdown will be considered a separate call-out.

Roadside Assistance is provided in the event of an unexpected mechanical breakdown. It does not cover vehicle maintenance or permanent repairs. Temporary repairs may be made at the request of the member/driver to mobilise the vehicle (where able). However, regular maintenance or any mechanical repairs, major or otherwise, is the member's responsibility and will be at the member's expense.

## Exclusions and Limitations

The provision of benefits and services under Roadside Assistance is subject to the following exclusions:

- Vehicles over ten years of age
- Your vehicle being left unattended
- Your vehicle being unregistered
- Your vehicle is involved or connected to any form of motor sports
- Any caravan or trailer that is towed by your vehicle
- Your vehicle operating as taxi, rental vehicle, limousine, or hire vehicle
- Service calls for your vehicle due to vehicle abuse or neglect (as reasonably determined by us)
- Service calls for your vehicle due to failure to use reasonable care with your vehicle or failure to conduct regular preventative vehicle maintenance or provision of inappropriate repair or maintenance to your vehicle
- Repeated service calls for your vehicle due to owner/driver faults, or failure by you to comply with our instructions
- Service calls for your vehicle due to accident damage
- Service calls due to break-in (or attempted break-in) of your vehicle
- Service calls due to the fitment of parts that are non-genuine accessories or inappropriate or incorrect fitment of parts or accessories
- Your vehicle being located in a remote location (this is deemed as being a location not trafficable by a two-wheel drive recovery vehicle) or your vehicle is located in a Restricted Access Area or not within a Service Area
- Your vehicle being immobilised due to inappropriate maintenance, repair or use, caused intentionally or by negligence on the part of the owner, the driver or any other third party
- Bogged vehicles. Except where access is available and is trafficable by a two-wheel drive recovery vehicle and no other specialist equipment is necessary. Should specialist equipment become necessary, additional costs are the driver's responsibility. Drivers will be advised of this condition prior to attendance by our Service
- Provider and service is at our discretion.

In the event the member insists the vehicle be broken into to recover keys locked inside the vehicle, no responsibility or liability is taken by 365 Roadside Assistance or its contractors for any damage to your vehicle that may occur as a result. Due to contractor limitations, this service may not be available in all cases. 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, 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.

We reserve the right to amend prices and inclusions of policies without prior notice.

## Privacy policy

The privacy of your personal information is very important to 365 Assistance Pty Ltd ( 'us', 'our' or 'we').

This Privacy Policy details the type of personal information we collect, the purposes for which it is used, how it is managed and to whom we disclose it.

The terms of our Privacy Policy may change from time to time. The current terms will be displayed on the website.

### About the Privacy Act

The Federal Government's Privacy Act regulates, via the National Privacy Principles, the way private sector organizations can collect, use, keep, secure and disclose personal information.

Personal information includes information that can be used to identify an individual e.g name, address, telephone number, age, and details about your vehicles..

The aim of the law is to ensure that private organisations that hold personal information about people, handle that information responsibly. It also gives people some control over the way information about them is handled. For example, it gives individuals the right to know what personal information an organization holds about them and a right to correct that information if it is wrong.

### **Information Collected**

We collect personal information from you that is relevant to providing products and services to you. Where possible, we collect it directly from you.

We will only do so with your consent, or otherwise in accordance with the Privacy Act. That consent may be express, or implied, such as when you have been informed verbally, or when you continue a telephone call with our staff, after you have heard a recorded message.

### **Online Privacy**

We may collect some personally identifiable information about you at different times depending on how you choose to access our website.

If you submit your e-mail address for a request it will be used to complete that request and send a reply. If you submit your email address for the purpose of purchasing membership on-line, we may also use it to provide you with specific information regarding your membership products.

We may request your e-mail address for the inclusion into a mailing list. If you choose to submit your e-mail address an option to remove this address from our database will be offered to you via e-mail correspondence. All opt-in e-mails sent to the mailing list will comply with the Australian Spam Act.

### **Use of Cookies**

From time to time, we may use data collection devices such as 'cookies' in conjunction with our website. Cookies are commonly used on the internet. They are a small file placed onto a computer by a server. A cookie can later be identified by a server. We may use both 'persistent' and 'session cookies'. We use the services of a marketing company to help us measure the effectiveness of our advertising and how visitors use our site. Although our marketing company manages the information coming from our site on our behalf, we control how that data may and may not be used. Any information that is collected in this way is used in an aggregated form, we do not use it to identify you as an individual.

We may use cookies for various purposes such as:

- to provide you with better and more customised service and a more effective website
- collecting anonymous statistical information on things such as how many visitors our sites receive, how those visitors use the sites and where they came from.

If you wish, you can configure your browser so it does not accept cookies, but this may affect the functionality of the website.

### **Use of Information**

We use the personal information we collect to provide quotations and to issue policies. We also use that information to administer your policy, to process any claims you may have and to enhance our relationship with you. In addition we may use the information to provide you with updates of our products and services, and products and services provided by affiliated companies.

### **Disclosure to Other Parties**

The personal information that we collect from you may be disclosed to other parties which are involved with the provision of our products and services to you. Such parties include your repairer and any roadside services providers such as tow truck operators or locksmiths. We may also obtain information about you from some of the above parties. Where you provide us with personal information about other people you must have their consent to do this, and to provide it on their behalf. If not, you must tell us.

Personal information may also be provided to our affiliated companies to enable them to offer products and services directly to you.

We will also disclose your personal information where the disclosure is required or authorised by or under law. As an example, we may disclose information to government agencies.

Any third parties we provide information to, can use or disclose personal information provided to them, only for the specific purpose for which it was provided.

### **Access to Personal Information**

You can request access to the personal information we hold about you. Access will not be denied unless there are exceptional circumstances as allowed for under the Privacy Act. For example, where we are involved in legal proceedings or where the request is frivolous. We may charge a fee for access and if we do, we will advise you of the fee prior to proceeding with the request.

### **Accuracy of Information**

We will take reasonable measures to ensure that the personal information we hold about you is accurate and up to date. If you believe your personal information is not accurate and up to date, please inform us. We will promptly update any information that is incorrect.

### **Information Security**

We will take reasonable precautions to ensure that the personal information that we have about you is protected against any unlawful use or access and is kept safe and secure.

While we undertake reasonable steps to protect your personal information, no guarantee can be given that information sent over the internet is always 100% secure. Sending and receiving information over the internet is at the user's own risk, however we will take all reasonable steps to ensure your data security once we receive it.