

# AUSMV

## RHODIUM ROADSIDE ASSISTANCE TERMS AND CONDITIONS



**RHODIUM  
ROADSIDE**

**PROUDLY PARTNERED WITH**



## Emergency Situations

If you are in an emergency situation, please call "000" immediately.

We are not an emergency service. If we become aware or suspect that you or any other person is in an emergency situation, we may contact the police or other emergency service for urgent and immediate response (e.g., child locked in a car).

# Roadside Assistance

## Your Coverage

### WHAT IS INCLUDED IN THE SERVICE?

In the event of a breakdown on the road or at home where the Vehicle cannot be driven, we will perform whichever one of the services below is deemed necessary at our sole discretion:

#### 1. Technical Assistance

will be given over the phone to troubleshoot the problem and offer any advice that may help to get the Vehicle running or;

#### 2. Minor Mechanical Repairs

Where in the reasonable opinion of Ultra Tune Roadside Assistance or its authorised Service Provider, such repairs can be satisfactorily & safely completed at the roadside in the brief time allocated for a roadside assistance callout and where the Service Provider has the necessary skills, parts and equipment for the task at hand.

#### 3. Flat Battery

Where our consultants determine that your Vehicle may have a flat battery, we will arrange for a technician try to jumpstart it using surge protected equipment or, if we ascertain that the battery has been discharged as a result of some other primary cause, eg. failed charging system or other electrical or starter fault, the Vehicle will then be towed in accordance with the towing provisions as listed above in item 3.. If the battery needs to be replaced, then at the owner's request and expense we will assist you to arrange for a mobile battery replacement service where one is available in the vicinity at the time of the request.

#### Please Note:

- a. Any repeat or subsequent callouts for the same fault where advice has been given but any subsequent actions have not yet been taken will be only provided at the customer's expense. Please refer to our Reasonable Use policy on page 5 for more information.
- b. Batteries are covered under AUSMV's warranty for the first 12 months. Anything after this will be at the owner's expense.

#### 4. Tyre Change Assistance

If within the Service Limits your Vehicle has a flat tyre and you require assistance, we will arrange to change your flat tyre and replace it with the spare tyre supplied with your Vehicle. We can assist you to change the tyre providing the correct, serviceable, and inflated spare tyre is available in the Vehicle and that the vehicle's own serviceable jack and wheel brace/tools are readily accessible within the vehicle for use by the contractor.

#### 5. Towing

In the event of a breakdown on the road or at home where the Vehicle cannot be driven and it cannot be mobilised on-site by our technicians, the Vehicle will be towed to the nearest authorised AUSMV repairer at AUSMV's sole discretion.

We will pay for all towing to the nearest AUSMV approved repairer with a limit of 50km for major metro and 250km for regional areas. Anything further will be at the owner's expense. In any instance where the owner instructs that the Vehicle is to be placed in storage or towed to any alternate location that is not approved by AUSMV, all costs associated with the towing, storage and any subsequent towing of the Vehicle will be at the Owner's expense.

# Your Coverage

## CONTINUED

### **Please Note**

Towing will be arranged for your Vehicle providing that standard towing equipment can be used and any surcharges for the use of specialised equipment such as go jacks / jinkers / winches and/or use of heavy capacity towing equipment, will be at the owner's expense.

Towing is for the vehicle only. If you are towing a Caravan or trailer then that will be at the Owner's expense. Getting roadside assistance for your caravan is recommended if travelling to prevent any unexpected costs to the owner.

Assistance/towing is only provided while the vehicle is located on gazetted and sealed roads

- a. We will not be able to tow your Vehicle if it is not, at our sole discretion, reasonably accessible and readily trafficable by a standard two-wheel drive tow vehicle fitted with standard towing equipment (e.g. underground/low roof car parks, areas with narrow or restricted entry, Vehicles at the back of a building, etc), or where it is loaded beyond it's legal limit, or where it is otherwise considered unsafe to move or transport.
- b. Towing for vehicles over 4.5 Tonne Gross Vehicle Mass may be subject to a weight surcharge and any such surcharge is at the Owner's expense.
- c. At your request we can assist with a referral to a suitable Service Provider in your area to assist you with any situation outside of the policy service limits; however all costs incurred in these situations will be entirely at the Owner's cost.
- d. If your Vehicle has been in an accident, has impact damage of any kind, or if mechanical failure has caused any physical damage to the chassis, body/panels, engine or drivetrain of the vehicle that prevents the vehicle from being driven safely, any agreed response will be provided entirely at the Owner's expense. This also includes any incident where the fault is a result of any wilful or malicious act/s, or where any damage was caused by Vehicle theft or attempted theft.
- e. If the incident involves damage that would otherwise be covered under a policy of motor vehicle insurance (or any related trailer/caravan insurance) then you should contact your insurance company for further advice and/or potential recovery of any costs incurred.

### **6. Away From Home Benefits**

If your vehicle is broken down more than 150 km from your home and the vehicle is not able to be repaired on the same day of it being transported to an AUSMV approved repairer, we will contribute (on a reimbursement basis) your reasonable accommodation, rental vehicle for other approved passenger/vehicle relocation costs as follows:

### **7. Passenger Transport**

AUSMV will reimburse you for any reasonable Passenger Transport costs (such as a taxi, uber etc.) to a safe location up to the value of \$500 inclusive of GST per event. Upon presentation of a valid tax invoice/receipt from the approved service provider and once repairs have been completed on the Vehicle, we will arrange for the owner to be transported back to where the vehicle has been repaired.

### **8. Accommodation**

We will reimburse any reasonable accommodation costs for you and any passengers (up to \$150 per night inclusive of GST) for up to 7 nights while repairs are completed on your vehicle

### **9. Rental Car**

Where one is available, we will reimburse you for the reasonable costs of a rental vehicle for up to 5 days to allow you to continue your journey. Rental car value is capped at \$120 per day inclusive of GST. Rental car entitlements cease once the vehicle has been repaired. The driver/hirer of the rental car would be responsible for all fuel costs, excess kilometre charges, any damages to and excess payable on the rental car

**Please Note:** All of the above away from home benefits have a \$1000 per event cap

# Policy Details

## This Policy

### Policy Conditions and Exclusions

Any item listed below or any Service(s) or benefits outside of those described in this document are deemed to be an exclusion and any callouts will be provided entirely at the Owner's expense.

- a. This policy is only available to the original owner of the vehicle
- b. Any Incident that is not deemed a mechanical breakdown and where the root cause of the fault is wholly attributable to the actions of the Owner or any passenger of the vehicle. Examples of this include (but is not limited to) lost keys, incorrect fuelling of the Vehicle, lack of fuel, keys locked in vehicle etc.)
- c. Any routine or non-routine servicing/maintenance or of your Vehicle.
- d. Vehicle found to not be in warranty due to but not including - expired warranty, Modifications not approved, service schedule not up to date etc
- e. The cost of ferry crossings and road toll charges;
- f. The cost of parts or other supplies, except where any repairs have been approved by the AUSMV warranty department.
- g. The cost of towing/vehicle recovery where tow/vehicle recovery is not the result of a vehicle breakdown situation as described in this document (such as bogged or abandoned vehicles, accident damage.
- h. Any Vehicle storage charges incurred when you are using our services; this includes any instance where the proposed tow destination is found to be closed, e.g., after-hours, weekends, public holidays etc.
- i. Labour or parts provided at any service centre to which the Vehicle is taken unless the repairs are being performed under a warranty claim approved by AUSMV .
- j. A callout to attend or tow a vehicle at any location, including at home or on the road or at any mechanical workshop, where the vehicle is already immobile and undergoing or awaiting repairs of any type.
- k. Towing or recovery service following any incident normally covered by a policy of motor insurance, e.g. Accidental or wilful & malicious damage or any damage caused during theft or attempted theft of the Vehicle.

Where possible we can arrange for a referral to a suitable Service Provider or repairer to assist with any requirements in these situations however any agreed services will be provided entirely at the Owner's cost unless otherwise authorised in writing by the AUSMV warranty department.

### Call-out Limits

You are entitled to unlimited callouts per policy year however AUSMV and Ultra Tune Roadside Assistance reserve the right to apply our 'Reasonable Use Policy' when determining any entitlement to Services or benefits listed in this document.

Please refer to our Reasonable Use Policy on the next page for more information.

# What's Reasonable?

## Reasonable Use Policy

We provide unlimited callouts for the services/benefits as listed in this document (subject to any individual service or benefit limitations as stated) however we reserve the right to restrict, suspend Services or charge additional fees for services provided at any time where at our sole discretion the incident is deemed to meet or exceed this Reasonable Use Policy.

In many situations, our contact centre team or Service Providers may provide you with advice and/or information about further steps you need to take in order to properly repair the Vehicle fault. For example, you may be advised that your battery is faulty and requires replacement or that the Vehicle needs to be taken to a workshop for further inspection and/or repairs to be completed.

You must make every reasonable effort to undertake and complete the required steps as soon as possible and provide written evidence of such to us by email at [warranty@ausmv.com.au](mailto:warranty@ausmv.com.au). All repairs must be completed by a suitably qualified/skilled tradesperson and any parts used on the vehicle must meet or exceed the manufacturers specification.

Should you not complete any recommended repairs/replacement of parts as communicated to you or the repairs undertaken do not meet the manufacturer's minimum standards, any further requests for assistance received for the same or a similar/related fault will be deemed to have exceeded our Reasonable Use Policy and at our sole discretion we may impose additional fees or provide the requested services entirely at the Owner's expense.

If we determine that this Reasonable Use Policy has been reached or exceeded at any stage, you will be advised verbally by our call centre operator at the time of contact and you will be provided with any available options at the time. Upon request we may also provide this notice in writing to your nominated email or home address.

# Terms & Conditions

## General Conditions

### General Terms & Conditions

1. This AUSMV Rhodium Roadside Assistance policy is only valid when full payment for the vehicle (or any associated repairs or maintenance) has been received.
2. This service is for Australian residents or Australian registered businesses only.
3. This service is valid whilst ever the vehicle is covered by AUSMV's warranty term
4. If you cannot verify to us the policy is valid and if our records do not show your vehicle as being current in our database, then we will provide the service at your cost and will provide a refund (within the Service Limits) for any costs once it is established the policy is indeed valid, current, and you are otherwise entitled to Services under this policy.
5. We cannot provide this service if the Vehicle is unattended. Should our contractor arrive at your vehicle and is unable to provide the service, any further callouts for that same fault will be provided at the owner's expense.
6. Our employees and Service Providers will use reasonable skill and care when providing the service.
7. We will not be liable for any direct, indirect or consequential losses (including loss of profit) incurred by you as a result of:
  - a. Our acts or omissions
  - b. The acts or omissions of our agents or contractors acting on our behalf.

# Terms & Conditions contd.

8. We do not guarantee to carry out our services in whole, or in part, if we are prevented from doing so due to any circumstances beyond our reasonable control including, without limitation; the activities of civil or government authorities; industrial disputes; act/s of terrorism, civil unrest and/or protests, acts of God; or severe weather conditions.
9. We do not guarantee that delays will not occur from time to time for a variety of reasons including severe weather conditions, general & unexpected traffic congestion and/or where contractors are engaged in other roadside recovery activities or attending to car accident/s.
10. Additional callout requests in conjunction with or relating to the same incident/event will only be provided at the cost of the Owner. In any case no second tow/callout will be provided for the same fault; the primary fault must be rectified before a second tow/callout for the same or a related reason (refer to our Reasonable Use Policy for more information).
11. Some modified vehicles, eg lowered, flared guards, scoops & various body accessories, etc., may hinder/prevent loading the vehicle onto a standard recovery vehicle- The Owner will bear any additional costs associated with the callout where for any reason the recovery vehicle is unable to load the immobilised vehicle along with any costs for any subsequent specialised recovery vehicles and/or equipment to attend.
12. This policy is designed specifically to provide emergency roadside assistance for vehicles that incur an unforeseen breakdown but are otherwise mechanically sound, regularly serviced (in accordance with the manufacturer's handbook schedule) and is kept in a roadworthy condition in all respects.
13. Where the vehicle in question is deemed to be in mechanically poor condition and/or unroadworthy then at our sole discretion, roadside assistance services to the vehicle may either be suspended until such mechanical deficiencies are rectified in accordance with our Reasonable Use Policy or, the policy may be terminated altogether.
14. In the event of a call us for roadside assistance, and where it is deemed (at the sole discretion of the contractor or Ultra Tune Roadside Assistance) that the cause of a roadside callout relates to a lack of timely maintenance and/or an un-roadworthiness related issue and/or where the fault could have been reasonably attended to and prevented by timely action prior to breakdown, the callout will be provided at the cost of the Owner.
15. This Rhodium Roadside Assistance service is expressly limited to vehicle breakdown situations as described in this document. Where the vehicle needs assistance for reasons other than an incident type covered under this roadside assistance policy, we will assist you to arrange suitable assistance for your vehicle at your expense..
16. We have the right to refuse to provide this service and/or cancel the policy outright if anyone using the service behaves in a threatening or abusive manner towards our staff or Service Providers or otherwise hinders our ability to deliver any services in a timely and professional manner.
17. We may take legal action against anyone who uses our services dishonestly or in a fraudulent manner.
18. To ensure the quality of our services is maintained to the highest standard, your telephone calls to and from us may be monitored and recorded.
19. Neither AUSMV , Ultra Tune Roadside Assistance nor any of our Service Providers will accept any liability for traffic infringements, fines, or other penalty notices issued to a Vehicle/Owner by any law enforcement agency or other entity.
20. Each provision in this document may be separated from each other provision. If at any time any provision is or becomes invalid, illegal, or unenforceable, this will not affect any of its other provisions.
21. If we delay or fail to rely on any right under this agreement, we may rely on that right later. The law of VICTORIA will apply to this contract. You, AUSMV and Ultra Tune Roadside Assistance submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.
22. We reserve the right to modify, add to or delete any part of these terms & conditions without notice.

# What does it mean?

## Definitions

**AUSMV or We or Us:** means Australian Manufactured Vehicles Pty. Ltd (ABN: 23 646 613 112).

**Callout:** A Call-out is any response where a Service Provider has been dispatched and/or where an action is taken by us or any of our Service Providers in response to a request for assistance.

**Cancellation:** Where We or You validly terminate this roadside assistance policy for any reason. In the event of policy cancellation there will be no refund of any monies paid.

**Owner:** means you or any person in control of the Vehicle who requests advice or assistance under this roadside assistance policy.

**Home:** means the address where you ordinarily reside in Australia or in the case of business ownership, the registered or local office of the business entity.

**Incident:** means any situation where the vehicle cannot be driven and a request for roadside assistance has been received by AUSMV &/or UTRA.

**Participating Service Centre:** Means any Ultra Tune Service Centre or other authorised workshop participating in the AUSMV Servicing and Warranty program where that workshop has performed a manufacturer's handbook service or any other authorised repairs on your Vehicle which qualifies the Vehicle to this roadside assistance program.

**Service Area:** This service operates in mainland Australia and Tasmania as well as any island connected to the mainland via a bridge. This service will be provided if the Vehicle is stranded at home, on a public road or other road or area to which the public has a right of access ('the road'). This excludes areas such as creek beds, beaches, open fields, parks and ovals, tracks or trails used for logging or forestry service roads or any other area that is not accessible by the public or cannot otherwise be accessed.

**Service Limit(s):** means any cap or limitation to each of the Services or benefits accessible under this roadside assistance policy. A Service Limit can be a financial limit or a distance limit (or both) and applies to each individual service or benefit defined in this document.

**Service Providers:** means any AUSMV or UTRA employee or any subcontractor engaged by UTRA to provide assistance to a Vehicle on our behalf.

**Services:** means any work performed by a Service Provider in fulfilling our obligations under this roadside assistance policy.

**Ultra Tune Roadside Assistance or UTRA:** means Ultra Tune Roadside Assistance Pty Ltd (ABN: 52 087 089 665). Ultra Tune Roadside Assistance is a fully owned subsidiary of Ultra Tune Australia Pty. Ltd ABN 52 065 214 708 and is contracted by AUSMV to deliver the roadside assistance Services.

**Vehicle, The Vehicle or Your Vehicle:** means the Vehicle identified on the Roadside policy document.

**You, or Your, Owner or The Member:** means the person or persons named on the current roadside assistance policy.

## Customer Care

If you have any questions about this roadside assistance product or wish to provide feedback about your experience, please email us at: [warranty@ausmv.com.au](mailto:warranty@ausmv.com.au).

This process does not affect any statutory rights you may have.

An aerial photograph of a two-lane asphalt road that curves through a lush, green landscape. The road is flanked by dense forests of tall trees on both sides. To the right of the road, a golf course is visible, featuring several green fairways and sand traps. The overall scene is bright and clear, suggesting a sunny day.

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