

Roadside Assistance

Terms and Conditions

Introduction

1. These terms and conditions are for bravoauto Roadside Assistance. Bravoauto Roadside Assistance applies to all bravoauto vehicles purchased and delivered.

bravoauto Roadside Assistance

2. Your complimentary Roadside Assistance is valid for 12 months from the day after the Date of Delivery. By arranging Roadside Assistance, You will be deemed to have accepted the Terms and Conditions.

Definitions

3. (a) 'Coverage Period' has the meaning ascribed to that term in Section 4 below.
(b) 'Date of Delivery': Means the day on which You take physical possession of the Vehicle.
(c) National Roadside Assist: Means National Roadside Assist Pty Ltd ABN 87 122 453 936 - www.nationalroadsideassist.com.au
(d) 'Privacy Policy': Means our privacy policy available at <https://bravoauto.com.au/privacy-policy/>
(e) 'Privacy Regulations': Means the Privacy Act 1988 (Cth) and the Australian Privacy Principles.
(f) 'Roadside Assistance': Means a service that assist motorists, whose vehicles have suffered a breakdown that leaves the operator stranded through a third party provider National Roadside Assist Pty Ltd.
(g) 'Purchase Contract': Means the contract for the sale and purchase of the Vehicle naming You as the purchaser and Bravoauto as the vendor.
(h) 'Vehicle': Means the Vehicle You have purchased from bravoauto, the details of which are set out in the Purchase Contract.
(i) 'We/Us/Our/Bravoauto': Means Trivett Automotive Retail Pty Ltd 000 806 904 trading as bravoauto.
(j) 'You/Your': Means the purchaser and owner of the Vehicle as set out on the Purchase Contract to whom these terms and conditions apply.

Coverage Period:

4. Roadside Assistance coverage commences on the Date of Delivery of Your Vehicle and expires on the date that is 12 months from the Date of Delivery ("Coverage Period").

Eligible Vehicles:

5. Unless you expressly opt out, 12 month's complementary Roadside Assistance will automatically be applied to your Vehicle on the day after the Date of Delivery.

Coverage Terms and Conditions

6. Platinum Roadside Assistance

Call 1800 817 877 in Australia or 0800 717 877 in New Zealand for Roadside Assistance (Toll Free)

Coverage Terms and Conditions

7. Roadside Response

- (a) If your 12V starter battery is flat, we will come out and jump start your vehicle.
- (b) If you get a flat tyre, we will come out and fit your roadworthy spare.
- (c) If you lock your keys/key card in your vehicle, we will gain access to your vehicle.
- (d) If you run out of petrol, we will bring some out for you.³
- (e) If your EV runs out of charge, we will tow it to the nearest charging facility/home.

8. Towing Breakdown

- (a) If your vehicle breaks down, or is unable to be safely driven due to failure, we will transport you back to the dealership where you bought your vehicle within a 50km limit, or to the nearest authorised service centre if during business hours. If after hours, your vehicle maybe transported home or held at towing company depot for transport to repairer the next business day. Once the vehicle has been delivered to a place of repair, any further towing for the current breakdown will be at your expense.

9. Platinum Extras

Car Hire and Accommodation

- (a) In the event of a major vehicle breakdown, whilst more than 100kms from your registered residence, which sidelines your vehicle for longer than 48hrs, we will assist with Car Hire (up to \$120.00 p/day) and Emergency Accommodation costs (up to \$250.00 p/day) (Excludes fuel, electric charge costs, km charges, administration charges, rental insurance/cover/excess reduction, one-way drop off/collection fees, meals).
- (b) On submission of the account, together with a copy of the repair bill, we will reimburse up to \$400.00 per claim.

Ambulance Cover

- (c) In the event of an accident where the registered vehicle is involved, and the driver or passengers require the services of an ambulance as a result of that accident, we will assist with the ambulance fees.
- (d) On submission of the account, together with a copy of the ambulance bill, we will reimburse up to \$400.00 per claim. ALL CLAIMS MUST BE SUBMITTED WITHIN 21 DAYS OF OCCURRENCE TO:
EMAIL: claims@nationalroadsideassist.com.au

10. Limit of Cover

- (a) Towing fee is free up to 50km, towing in excess of 50km will be charged at prevailing industry rates.
- (b) An excess may apply to areas that are more than 50km from nearest provider. Quotes for excess can be provided upon request at the time of the call for assistance.

11. National Roadside Assist App (available in Australia only)

Download and activate your Roadside Assist policy on the App (available one business day after the receipt of this Contract).

Download at www.nationalroadsideassist.com.au/GetApp



12. Roadside Assistance Exclusions and Limitations

- (a) Trucks, buses, vehicles used for hire or reward including, but not limited to taxis, limousines, chauffeured vehicles and rental/loan cars.
- (b) Vehicles that require excess labour, specialist/heavy equipment (i.e. trolley wheels, cradle lift trucks, non-standard ramps) for removal, extraction from multi-storey or underground car parks, are bogged or are not within easy reach of a public road.
- (c) Vehicles already at a repairer and vehicles which have been involved in an accident/collision or have sustained damage due to impact, malicious or criminal damage and/or flood damage.
- (d) Excess labour and battery installation fees, heavy vehicles, trucks and equipment over 3.5t gross weight.
- (e) Ferry/barge costs, freight costs, including tolls and sea crossings.
- (f) National Roadside Assist will not be liable for increased/additional costs and expenses as a result of a breakdown in a remote location.
- (g) Service may be refused for unregistered vehicles and vehicles that are not roadworthy or that have been modified from the manufacturer's specifications i.e. excessively lowered vehicles, modified for racing/4x4 tracks.
- (h) Repeated/excessive call-outs due to driver related faults, aftermarket accessories, vehicle neglect or abuse, as reasonably determined by NRA or its contractors, including pre-existing faults and faults/breakdowns caused by a non-authorized repairer.
- (i) NRA at its discretion may refuse service or suspend/cancel a driver's membership if they are deemed abusive, threatening or violent towards NRA staff or its contractors, or attempts to receive service by deception or has any excess owing for previous call-outs.
- (j) In the event that a driver requests their vehicle be broken into, whether to recover keys/belongings, NRA or its contractors will not accept responsibility or liability for damage that may occur as a result.

13. General Conditions

- (a) This Contract is between the Company and the Customer who has purchased this policy.
- (b) Australia: The benefits conferred by this Contract are in addition to all other rights and remedies in respect of the Customer which the consumer has under the Competition and Consumer Act 2010 and similar State and Territory laws. The Australian Consumer Law ("ACL"), which is Schedule 2 of the Competition and Consumer Act 2010, helps protect consumers by giving them certain guaranteed rights when they buy goods or services. These rights apply automatically whenever goods or services are supplied to a consumer. They are known as "Consumer Guarantees". Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled
 - to cancel your service contract with us;
 - to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure

rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

New Zealand: The benefits conferred by this Contract are in addition to all other rights and remedies in respect of the Customer which the consumer has under the Consumer Guarantees Act.

- (c) It is the responsibility of the Customer to minimise, where possible, the liability of the Company. To drive the vehicle when to do so may cause further damage may void this Contract.
- (d) Should any false statement be made by the Customer or any person acting on the Customer's behalf or otherwise, with the Customer's knowledge, in support of any claim, or if the odometer has been tampered with, made inoperative or altered, then this Contract will become null and void and the Customer's rights to claim shall be forfeited in respect of all past, present and future claims.
- (e) In the event of any breach of the terms and conditions of the Contract by the Customer, the Company reserves the right to cancel the Contract.
- (f) If the nominated vehicle:
 - a. Has been exported to another country, or
 - b. Has been affected by beach use, or
 - c. Has been used for competitive driving or racing, or has been tested in preparation thereof, the Contract will be immediately deemed null and void and all rights forfeited.
- (g) This Contract is not transferable.
- (h) All headings in this document have been inserted for the purpose of ease of reference only. They do not affect the meaning or interpretation of it.

14. **Privacy Statement (Australia)**

The Privacy Policy applies to all personal information collected by the Company or the Plan Administrator (collectively referred to as "us" or "we") when entering into, or otherwise communicating with you in relation to, this Contract.

15. **How to contact us about privacy**

Your privacy is very important to us. For that reason, please read the following details carefully and get in contact with us if you have any questions.

16. **Collection and Purpose**

We may collect personal information from you in the course of your dealings with the Company or the Plan Administrator.

The personal information we collect and maintain generally includes your name, date of birth, gender, address, contact details and information specific to the vehicle purchased, and the service you decide to purchase from us, and can also include any notes or information we have taken during the course of your dealings with us.

The purpose for which we collect personal information is to provide you with the best service experience possible. Some provision of personal information is optional. However, if you do not provide us with certain types of personal information, you may be unable to enjoy the full benefits of the Plan.

17. How do we hold your personal information?

We may hold your personal information in a number of ways, including electronically, in paper records, and/or in telephone recordings.

Where your personal information has been collected from a third party, including our service providers, they may also hold copies of your personal information.

We may combine personal information we receive about you with other information we hold about you. This includes information received from third parties and information collected for different products and services.

18. Disclosure

We customarily disclose personal information only to our service providers who assist us in fulfilling the terms of the Plan and to the Plan Administrator. We will only disclose personal information to an unrelated third party with your consent.

19. Access and correction

Australian Privacy Principle 6 of the Australian Privacy Act 1988 (Cth) allows you to get access to, and correct, the personal information we hold about you in certain circumstances. If you would like to obtain such access, please contact us.

20. Security

We have processes in place to ensure the security of your personal information, including limitations on access to personal information within our organisation.

21. Direct marketing

From time to time, we may use your personal information to advise you about or offer you other products or services that may be relevant and of interest to you. If you do not want to receive these offers from us, please contact us.

In some instances, we may disclose your personal information (but not sensitive information) to others we have business arrangements with to enable them to offer their products and services to you.

We do not use or disclose sensitive information for the purposes of direct marketing.

22. More Information

The Privacy Policy of the Company is available at www.nationalroadsideassist.com.au and the Privacy Policy of the Plan Administrator is available at www.harrier.com.au. The Company can provide you with printed copies of these policies if you request.

For full details, including our Privacy Policy, please visit: www.nationalroadsideassist.com.au

Privacy

23. Bravoauto respects Your privacy. In order to provide You with Roadside Assistance we will need to pass Your personal details onto National Roadside Assist. National Roadside Assist will handle your personal information in accordance with their privacy policy which can be found at <https://nationalroadsideassist.com.au/privacy-policy/>
24. If You do not wish to receive Roadside Assistance, You can opt out at the time of vehicle Delivery. Just let the Delivery consultant know that you do not wish to have your Vehicle come with Roadside Assistance.
25. Any personal information that we collect about You is protected under the Privacy Regulations and will only be used in accordance with our Privacy Policy. We use this information that we collect from You to administer Roadside Assistance. If You do not provide the information that we require, we may not be able to provide Roadside Assistance to you.
26. Subject to the Privacy Regulations You may contact bravoauto to seek access to the information We hold about You. For more information, see our Privacy Policy on <https://bravoauto.com.au/privacy-policy/> or write to the Privacy Officer, Bravoauto, PO Box 8311, Baulkham Hills NSW 2153 or send an email to privacy.officer@bravoauto.com.au.

How to make a claim?

27. While this offer is specific to Your Vehicle, any driver of the vehicle can arrange assistance by calling National Roadside Assist on 1800 817 877 and quoting the vehicle registration number.

Questions and further information

28. If You have any questions regarding Bravoauto Roadside Assistance please call us on 1800 330 733 or email us at: enquiries@bravoauto.com.au

General

29. Roadside Assistance is not refundable, transferable to another vehicle or exchangeable for cash.
30. Roadside Assistance is valid for Your Vehicle only and cannot be transferred to any other vehicle.
31. We will register Your Vehicle (incl vehicle registration number) with National Roadside Assist on the Date of Delivery. If you change your vehicle registration number at any time during the Coverage Period please contact National Roadside Assist on 1800 817 877 to update Your Vehicle's details.
32. Roadside Assistance is provided by National Roadside Assist. To the maximum extent permitted by law, Bravoauto are not liable for any call out fees or fees associated with any Roadside response.
33. Bravoauto maintains the right to amend these Terms and Conditions (including without limitation adding or removing eligible vehicles, varying or withdrawing Roadside Assistance) from time to time without notice. Amendments to the Terms and Conditions will be published at <https://www.bravoauto.com.au/> and will take effect immediately on their publication, unless otherwise stated.