



# **TERMS & CONDITIONS**

**ISSUED 10 NOVEMBER 2005**  
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**HOTLINE:**  
**2470247**  
**1800-HELP!CENTRES**

**These Terms and Conditions are specifically for 24-7ASSIST Roadside Assistance Plans offered to New Car Purchasers via a Licensed Motor Vehicle Distributor having a contract with PMK Support Services Sdn Bhd for sales of the New Car Care Plan;**

**Or for the general motoring public who purchase a plan via an Sales Agent having a contract with PMK Support Services Sdn Bhd for sales of the Roadside Assistance Plan for cars aged between 0 and 7 years, 7 to 15 years and over 15 years of age at the prices specified in the current brochure.**

**DEFINITIONS**

In these Terms and Conditions the following definitions apply:

- i. **24-7ASSIST, PMKSS, we, our, us** means PMK Support Services Sdn Bhd and includes its officers, employees, agents and contractors.
- ii. **24-7 ASSIST ROADSIDE ASSISTANCE PLAN, Plan, New Car Plan or Roadside Service Plan** means a contract with us to provide the services in exchange for a fee. The contract will be honoured after the issuing of a covernote, registration form and window sticker by 24-7ASSIST or a current agent or dealer authorised to make the transaction.
- iii. **Accident** means an incident in which a vehicle has been damaged in a collision or impact with another object, whether another vehicle or not or whether caused by a mechanical failure. This includes a series of incidents arising out of a single event.
- iv. **Approved Workshop** means a business appointed by us to provide Service or repairs to registered vehicles.
- v. **Breakdown** means an occasion where a vehicle becomes incapable of being driven due to mechanical or other failure, the cause of which is not an accident.
- vi. **Boundary** means the perimeter of the geographical area which is serviced by 24-7ASSIST or a Support Vendor.
- vii. **Customer Serviceman** means a 24-7ASSIST employee or Independent Contractor providing Service.
- viii. **Fire** means heat or flame, which damages the panel work, mechanical or electrical parts of a vehicle.
- ix. **Home** means the permanent place of residence of you or the address nominated on the registration form.
- x. **Independent Contractor or Support Vendor** means a person or business not managed or wholly owned by PMK Support Services Sdn Bhd but approved to provide Service.
- xi. **Land Transport Department or LTD** means the Government Authority responsible for road tax registration and issuing legal vehicle registration plate numbers
- xii. **Registration Fee** means the fee paid for registration of a particular vehicle on to the 24-7 ASSIST vehicle registration database.
- xiii. **Registered Vehicle** means the vehicle registered for service by a Planholder in the 24-7 ASSIST vehicle registration database and in respect of which an annual registration fee has been paid for the period during which Service is requested.
- xiv. **Registration** means the nomination of a particular vehicle which entitles the vehicle to receive certain applicable benefits for the period of the Registration.
- xv. **Registration year** means the current valid year of a paid up Registration.
- xvi. **Recovery tow** means a tow required because of fire, theft or malicious damage (not covered by accident insurance).
- xvii. **Remote Areas** means areas outside the Brunei-Muara District, and the Metropolitan areas of Tutong, Kuala Belait and Seria and the main thoroughfare through Temburong. Remote Area may also mean a place in an area in which Service is not provided by 24-7ASSIST.
- xviii. **Service, Services or Roadside Service** means the range of services provided to a vehicle at the location of a breakdown by 24-7ASSIST or a Support Vendor to restore the mobility of the vehicle, or to allow it to be driven or removed to a place where complete and/or permanent repairs can be carried out. These services may include wheel-change, battery boost, refuelling, radiator coolant top up, vehicle access, towing, or alternate transportation.
- xix. **Serviced Area** means any area in which we provide Roadside Service within a metropolitan area or within a service boundary.
- xx. **Special Towing Equipment** means any towing apparatus that is not covered under the definition of Standard Towing Equipment.
- xxi. **Standard Towing Equipment** means any towing apparatus that is the equivalent of a two wheel drive truck fitted with a tilt tray, slide bed, hoist or cradle or a vehicle and trailer combination.
- xxii. **Terms and Conditions** means the terms and conditions of PMK Support Services "24-7 ASSIST ROADSIDE ASSISTANCE PLAN" as amended from time to time.
- xxiii. **Tow, Towing or Towing Service** means the service provided pursuant to the Terms and Conditions to a vehicle disabled by a breakdown, and involving its removal from the point of breakdown to another location using whatever Standard or Special Towing Equipment is available and considered appropriate by us.
- xxiv. **Trafficable Road** means any public or private road, which is designed for and is in a suitable state to facilitate the movement of a two wheel drive motor 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 24-7 ASSIST has permission to use (specifically by virtue of its being a public road) and which can be accessed safely by a standard two wheel drive 24-7 ASSIST or contractor's vehicle.
- xxv. **Trailer** means any two or four wheeled domestic trailer or boat trailer that does not exceed 2 tonnes gross weight, 5.5 metres in length, 2.5 metres in width and 2.6 metres in height and which is being used for private or recreational purposes. This specifically excludes trailers used for commercial purposes.
- xxvi. **Unregistered Vehicle** means a vehicle which does not display a current LTD Road Tax Label.
- xxvii. **Unroadworthy Vehicle** means a vehicle which has been issued with a Defect Notice, or whose condition makes it unsafe to drive or which cannot be rendered safe to drive through the provision of temporary Roadside Service as determined by us.
- xxviii. **Vehicle** means a 4 wheeled motorised automobile with current LTD road tax nominated for Service.
- xxix. **You, your, Planholder, owner, Nominated Driver** means the person named in the agreement or a person legally in charge of a vehicle which is covered by a Registration.

## GENERAL INFORMATION

PMK Support Services Sdn Bhd, trading under the name and style of 24-7ASSIST and 1800-HELP!CENTREs provides roadside service to motorists whose vehicles are suffering from human, mechanical or electrical failure, namely:

- Flat Tyre
- Flat Battery
- Out of Fuel
- Cracked Windscreen
- Lockout
- Overheating

In the event that the problem cannot be rectified by 24-7ASSIST a breakdown tow may be arranged to an approved workshop. 24-7ASSIST will pay for the first 50km if the vehicle is towed by an approved support vendor.

If 24-7ASSIST has the vehicle towed we will attempt to book a tilt tray tow vehicle as a priority.

As an additional service 24-7ASSIST will arrange transport to the nearest open secure location (usually a reputable hotel), or arrange a user pays taxi or hire-car.

24-7ASSIST offers the services in the form of pre-purchased plans.

A vehicle is registered under the Land Transport Department issued registration plate and a nominated person is registered as the driver. It is the planholders responsibility to inform the office of 24-7ASSIST of any changes of the registration details. A Motor Vehicle Dealer may offer a plan to a buyer of a new car being registered under private ownership, as an added value or goodwill gesture.

The “New Car Care Plan” gives the motorist unlimited<sup>1</sup> access to the 1800- HELP!Centre “hotline: 2470247”; unlimited<sup>1</sup> 24-7ASSIST Roadside Assistance callouts and up to two tows in any Registration year. The Dealer also has the right to nominate which workshop the car may be towed to.

A “Roadside Assistance Plan” may be bought for vehicles as a private purchaser or via an agent. The price of the plan is based on the age of the car and offers the motorist access to the 1800-HELP!Centre “hotline: 2470247”; up to five (5) 24-7ASSIST Roadside Assistance callouts and up to two tows in any Registration year. The Planholder or the purchaser of the plan may nominate on the Registration Form a preferred workshop the car may be towed to, or 24-7ASSIST will tow to the nearest approved workshop.

Tows may be exchanged for additional Roadside Assistance Callouts if required but Roadside Assistance Callouts may not be exchanged for additional tows.

If the registered subscriber uses all the tows and requires further towing assistance the driver will be liable for the tow charges but they will be offered the service at the current contract rate.

## HOWEVER THE FOLLOWING PAGES CONTAIN THE TERMS & CONDITIONS WHICH APPLY TO ALL PAID UP REGISTRATIONS TO THE SERVICE.

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<sup>1</sup> \* Unlimited except in the case of repetitive callouts if the vehicle has not been attended to for repair by the dealer.

## **SPECIAL PROVISIONS**

### **PROVISO ON GIFTED REGISTRATION**

An Agent or Dealer (Motor Vehicle Dealer, Insurer, Approved Sales Agent, Automotive Parts Retailer, Independent Workshop or Support Vendor) **that gives (as a gift)** the Registration to a valued customer may impose restrictions on towing services.

#### **1. BREAKDOWN REPAIR**

##### **1.1 Return to Approved Workshop**

A vehicle that is towed under 24-7ASSIST's Service entitlement may only be towed to the nominated workshop as specified on the registration application.

#### **2. USE OF VENDOR SUPPORT CONTRACTORS**

2.1 The driver may be advised to use an independently owned Support Vendor who meets the standards imposed by 24-7ASSIST. If the vehicle cannot be repaired by 24-7ASSIST then a Support Vendor may be called before a decision is made to tow the affected vehicle. A decision to tow can only be made by 24-7ASSIST.

2.2 24-7ASSIST may advise a driver to replace the tyres of the affected vehicle.

2.2 24-7ASSIST may advise a driver to replace the battery of the affected vehicle.

2.3 24-7ASSIST may refer the driver to have the windscreen of the affected vehicle repaired or replaced. We will only provide a referral to the approved support vendor who will then provide a quotation for the repair.

2.4 24-7ASSIST may only add water (H<sub>2</sub>O) and advise a driver to repair part or all of the cooling system of an affected vehicle. We will only provide a referral to the approved support vendor who will then provide a quotation for the repair.

2.5 24-7ASSIST may be called to assist in the event of lost keys or keys locked in the car. We may ask for identification details of the driver to match the identity recorded on the database or any other method to ensure that the driver is authorised to access the vehicle. Service may be refused at this point.

If the identity is cleared then a PMK Support Services Sdn Bhd (24-7ASSIST) employee may be dispatched to pick up spare keys, or may transport the vehicle driver to the location no further than 30 kms from the inaccessible vehicle, if the keyholder is advised in advance by the driver. If the location is at an area not accessible by company vehicle an alternative may be advised by 24-7ASSIST, such as Water Taxi.

## **WAIVER**

PMK Support Services Sdn Bhd, 24-7ASSIST or its Support Vendors are not liable, in any way, for any further breakdown following receipt of Service. We take no responsibility for a Drivers action after receiving advice from 24-7ASSIST or its Support Vendor.

PMK Support Services Sdn Bhd, 24-7ASSIST or its Support Vendors are not liable for any damage caused during a towing or because of towing.

The keyholder will be asked to sign a waiver ensuring that PMK Support Services Sdn Bhd or the employee is not held liable in the case of a vehicle being stolen by fraudulent use of an identity.

## REGISTRATION TERMS AND CONDITIONS

**These Terms & Conditions may be amended from time to time without written notification, and such amendments shall be deemed to form part of the agreement. Acceptance of Registration is at the discretion of the company.**

### 1. REGISTRATION

#### 1.1 24-7ASSIST's 24 Hour Roadside Service Plans

##### 1.1.1 Who may register a vehicle?

Any persons residing or working legally in Brunei Darussalam may register a vehicle for the 24-7ASSIST Roadside Service Plan.

#### 1.2 Registering a Vehicle for a Plan

##### 1.2.1 Obtaining a Registration

A person who wishes to register a car and participate in the 24-7ASSIST Roadside Service Plan must pay an annual registration fee for each vehicle. Once this fee is received and validated the vehicle is recorded as a Registered Vehicle.

##### 1.2.2 Registration fee

The registration fee is payable upon nominating a vehicle to receive Roadside Service, and thereafter annually in advance of the renewal date which is the "expiry date" of the current registration. An annual registration fee is payable for each vehicle nominated for Roadside Service. The annual registration fee varies depending on the Plan selected at the time of the beginning of the Registration.

##### 1.2.3 Nominating vehicles

The Purchaser is entitled to nominate one vehicle (the "Registered Vehicle") under each registration, to receive applicable Roadside Service benefits. Each vehicle must carry a separate registration. Vehicles not currently registered by the Land Transport Department cannot be covered on a registration. Roadside Service benefits become available the following day of a registration being completed.

The LTD registration plate number of a vehicle nominated on a particular registration can only be changed if the vehicle registration plate number has been legally changed. In such cases you must notify us of the changes before you require Roadside Service.

##### 1.2.4 Transferring Registration

Registration of a vehicle cannot generally be transferred, except in the case of a deceased estate. In certain circumstances, such as in the case of a deceased estate, a registration can be transferred by another party on provision of evidence that the party can legally transfer the registration.

##### 1.2.5 Cancellation of Registration

A Planholder may cancel their registration at any time. The cost of the Plan is not refundable in any circumstance. A cancelled registration means that the nominated vehicle will be removed from the registration database and will no longer receive Roadside Service under the plan.

##### 1.2.6 Renewal of Registration

A Planholder may use all the allocated allowance for services before the end of the registration year. The payment of the Renewal Fee initiates further coverage, or a service fee will be charged for further callouts.

#### 1.3 Change of Registration details

##### 1.3.1 Authority to make changes to a Registration

Only a person named on a registration (the Planholder), may request a change to registration details. However, payment of registration fees may be made by a person other than the planholder, provided that no changes to the vehicle registration are made.

##### 1.3.2 Change of name

A change of a nominated drivers name as recorded on a registration can only be made if the name has changed due to marriage or divorce; or the name has been changed by deed poll or equivalent.

Details will only be changed if proof is provided.

#### 1.4 Lapsing and cancellation of Registration

##### 1.4.1 When a Registration will lapse

Each further year of registration must be paid for prior to the renewal date. No services will be provided from the date of expiry of a registration.

##### 1.4.2 Loyalty Programs

If the registration fee is not paid within 30 days of the renewal date all program benefits and entitlements may be relinquished. Any registration years, loyalty program benefits and entitlements that had accrued with the expired registration cannot be credited to the new registration should a previous planholder seek to rejoin.

##### 1.4.3 Unpaid accounts

If the Dealer or Agent has not paid the registration fees within 28 days of the date of invoice all program benefits and services may be withheld from the vehicle.

Should a planholder or driver have any unpaid accounts with us or a support vendor, such as unpaid fees, or charges for towing, or for the provision of labour, parts or other services, or if a renewal is overdue at the time of breakdown, the vehicle (driver or planholder) will not be entitled to any benefits including Roadside Service until the accounts are paid in full.

##### 1.4.4 Advance payment of Registration fees

Plans may be purchased for one, two or three years in advance.

1.5 Suspension of service or termination

Service will not be provided to a nominated driver who, in our opinion, is abusive, threatening or violent to any PMK Support Services Sdn Bhd employees, Support Vendor or agents, or who attempts to receive service by deception. Should a nominated driver or caller to the 1800-HELP!CENTRE behave in this way, we may in our discretion:

- suspend or limit services for the vehicle, and any other vehicle registered by the planholder;
- impose service fees for further service requests;
- subject to a resolution of the Board of Directors, revoke the registration.

1.6 Agreement and Alterations

1.6.1 *Agreement to the Terms and Conditions*

The company's activities are governed by its Terms and Conditions. The Terms and Conditions sets out the rights of planholders in relation to receiving Service and certain other aspects of Registration. You as the Planholder agree to be bound by this Terms and Conditions.

An Agent or Dealer who purchases registrations for their clients may accept the terms and conditions on behalf of their clients by assigning the company seal or signature on behalf (per). 24-7ASSIST highly recommends that all application forms are signed by the Planholder.

1.6.2 *Amendment to the Terms and Conditions*

24-7 ASSIST reserves the right to amend the Terms and Conditions at any time.

1.6.3 *Replacement of Terms and Conditions*

Replacement copies of the Terms and Conditions are obtainable in .pdf format from our website – [www.24-7assist.biz](http://www.24-7assist.biz) .

Publication of this replacement copy of the Terms and Conditions will be deemed as acceptance of the changes. The planholder may request a printed copy by delivering an A4 sized, self addressed and stamped envelop to a PMKSS office.

**2. DELIVERY OF SERVICES**

2.1 *Areas covered*

Service is provided by 24-7ASSIST 24 Hour Roadside Service Program in the Brunei-Muara, Tutong, Kuala Belait and Temburong districts. Outside the metropolitan areas Roadside Service may only be provided on any trafficable road which is accessible to normal, two-wheel-drive vehicles.

Service will not be available in remote areas or on open fields, beaches, creek beds, parks and ovals, tracks, trails or service roads used for logging or forestry or by electrical authorities, in national parks or wilderness areas, on any public or private property 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.

2.2 *Remote Areas*

If the vehicle breaks down in a remote area, 24-7ASSIST will try to organise service through a support vendor. When the support vendor is able to provide service the subscriber must pay at the time of service.

In certain remote areas there may be instances in which 24-7ASSIST is unable to find an appropriate Support Vendor to attend to the vehicle. In these rare instances the vehicle owner or driver will be required to arrange their own vehicle recovery.

2.3 *Qualifying for service*

2.3.1 *Registration identification*

On registration the vehicle planholder will be issued with a 24-7 ASSIST windscreen sticker to be applied to the nominated vehicle and will be issued with a printed covernote which will list the registration of the vehicle nominated to receive service.

When requesting Roadside Service, the subscriber will need to provide details to the Call Centre Operator validating the registration. If 24-7ASSIST cannot confirm the existence of a current paid registration, the callout may be politely refused.

2.4 *Materials*

Service does not include the cost or supply of materials or spare parts. Spare parts will not be picked up, delivered or fitted, unless by the Support Vendor. Such items are entirely at the nominated drivers expense and payment must be made in accordance with the Support Vendors requirement.

2.5 *Un-located or Unattended vehicles*

In the case of a Breakdown, the caller must be able to provide us with the correct location of their vehicle.

Incorrect or incomplete information may cause a delay in 24-7ASSIST providing service.

The driver, or an authorised representative who is a licensed driver, must be present with the vehicle or at an agreed meeting place when 24-7ASSIST arrives.

If the vehicle is not attended when we arrive, service cannot be provided and one callout will be debited from the planholders callouts. Further callouts relating to the same breakdown will be considered a separate callout.

If the vehicle is unattended when a tow truck arrives the service provider may depart the scene and one tow callout will be debited from the planholders entitlements. Further callouts relating to the same breakdown will be considered a separate callout. In this event the driver will have to pay for the service provider costs, and any further costs to return to the point of breakdown and tow the vehicle.

2.6 *Response time*

Roadside Service is provided as soon as possible in response to a request by a caller, but response time is not guaranteed and may vary depending on, among other things, the location of the vehicle for which assistance is requested, and the demand for assistance at the time the request is received by us, particularly in high traffic, Country and Remote Areas.

### 3. ROADSIDE SERVICE

**For avoidance of doubt PMK Support Services Sdn Bhd, 24-7ASSIST or its Support Vendors are not liable for any damage caused during provision of services or after services whether the services are complete or effective or not.**

#### 3.1 Providing Roadside Service

Service is provided for the purpose of mobilising a vehicle which has become disabled due to unexpected breakdown. It does not cover regular maintenance which is the responsibility of the vehicle owner, or permanent repairs which should normally be carried out in a licensed repair workshop.

A Roadside service callout consists of a response to a request for assistance where a 24-7ASSIST Serviceman is despatched to and arrives at a breakdown. Where 24-7ASSIST attends a breakdown and following that attendance, a tow truck, or vendor then attends at the same breakdown this will constitute a single tow service callout. When providing Roadside Service we may make temporary repairs. Vehicle owners are responsible for having their vehicles repaired permanently at their own expense.

**For avoidance of doubt all parts replaced, labour, consumables and other costs incurred in the service, recovery or repair of the affected vehicle shall be at the owner's expense. 24-7ASSIST or PMKSS or its Support Vendors are not liable, in any way, for any further breakdown following receipt of Service.**

##### 3.1.1 Vehicle Weight Limit

Breakdown Tows may only be provided for vehicles which do not exceed certain size or gross weight. This is dependent on the carrying capacity of the available Tow Truck. We will make every effort to provide Service to vehicles over 3 tonnes gross weight; however, there may be instances where we are unable to move such a vehicle. In these instances we will assist the owner to make alternate arrangements at their own expense.

##### 3.1.2 Wheel changing

We will assist in changing a wheel with a flat tyre provided the vehicle has a roadworthy spare to fit to the vehicle; has the correct lugnuts to fit the spare wheel and the vehicle is under 2 tonnes gross weight. If a roadworthy spare is not available we will arrange attendance by a tyre vendor at the driver's expense. This activity will be recorded as a single Roadside service callout under the plan entitlements. If sportrims or locking nuts are fitted then the vehicle must have the correct tools and keys to allow the replacement to be made.

If we cannot assist and the vehicle needs a tow, the activity will be recorded as a tow under the plan entitlements. Service will not be provided for replacing damaged wheels or fitting of a tyre to a rim. A tyre vendor support will be called to organise replacement tyres or wheels. This added service is at the driver's expense.

##### 3.1.3 Battery Boost

We will attempt to re-start a vehicle with a flat battery by providing "jump-start" assistance using a portable battery pack. We will also endeavour to assist vehicles with a blown fuse on the provision that a replacement fuse is available in the disabled vehicle or in the 24-7ASSIST supplies. If we cannot start the vehicle we will arrange an ECU technician to reprogram, or assist to change the battery, or call an auto-electrician at the driver's expense. This activity will be recorded as a single Roadside service callout under the plan entitlements. If we cannot assist and the vehicle needs a tow, the activity will be recorded as a tow under the plan entitlements.

Service will not be provided for electrical wiring or servicing of electronic systems. Replacement of headlight, taillight or indicator bulbs is not available as a service at this time.

24-7ASSIST may locate auto electrical or electronic support for repair of the vehicle. This service is at the driver's expense.

##### 3.1.4 Emergency fuel

If a vehicle runs out of fuel, we will supply sufficient fuel to enable the vehicle to travel to the nearest refuelling station. The driver will be charged for the fuel and must pay at the time of service. Vehicles using Alternative fuels such as LPG or battery powered vehicles cannot be registered at this time.

##### 3.1.5 Windscreen emergency repairs

24-7ASSIST will arrange for effective emergency and permanent repairs by a windscreen repair workshop if the vehicle windscreen is accidentally cracked or shattered.

If we are unable to ensure the safe operation of the vehicle 24-7ASSIST may provide a tow in accordance with the plan entitlements.

Alternate Transportation to a predetermined location for the driver and passengers may be arranged.

##### 3.1.6 Lockout

We will attempt to open a vehicle when the keys have been lost or are locked in the vehicle.

24-7ASSIST may transport a driver or passenger to pickup a spare key set from the owner's home or office within a 30 km radius from the inaccessible vehicle, if available. If the location is at an area not accessible by company vehicle an alternative may be advised by 24-7ASSIST, for example drop off and pickup the driver at a water taxi.

In the event that we cannot open the vehicle we may arrange for a Support Vendor to attend. These services are at the driver's expense. If the lockout occurs at the registered address of the vehicle and the vehicle needs to be towed, the owner will be required to pay the cost of the tow at the time of the service.

##### 3.1.7 Coolant Top-up

We will assist a subscriber by delivering water (H<sub>2</sub>O) and topping up an overheating radiator. If the serviceman advises the driver he has ascertained the problem to be of a different nature such as broken belts, hoses or a damaged water pump, we will offer to tow the vehicle in accordance with the plan entitlements.

Road Service will not be provided for damaged radiators or cooling system parts. We will locate radiator or other workshop vendor support for the vehicle. The Support Vendors charges, including replacement parts and labour are at the driver's expense.

### 3.1.8 *Alternate Transportation*

If a vehicle has been towed due to Breakdown or accident 24-7ASSIST will provide a form of alternate transport. 24-7ASSIST may take the driver and up to three passengers to an indoor, well lit and secure location such as a hotel lobby to await pickup by another party.

24-7ASSIST may arrange a taxi on behalf of the driver. The cost of the fare is borne by the driver at the time of the travel.

Alternatively we could arrange a rental car on behalf of the driver. The cost of the rental vehicle will be borne by the driver at the time of the agreement.

### 3.1.9 *Benefits Not Applicable*

24-7ASSIST Roadside Service benefits do not apply to or in respect of:

- a vehicle that is considered by us to be un-roadworthy, or that is unregistered;
- modified vehicles unless the modifications are covered under a dealers warranty, or approved by the Land Transport authorities;
- a vehicle on which repairs have been attempted by anyone (including a licensed motor vehicle repairer), or that is partly or fully dismantled;
- a vehicle which has been driven or transported to any licensed motor vehicle repairer;
- any parts, labour or other costs associated with the repair of a vehicle;
- any financial loss or liability however incurred arising from or in any way connected with a Breakdown;
- freight costs or costs for any ferry, border crossings or tollways;
- transportation (by a vehicle other than an approved tow truck) of a disabled vehicle;
- any costs incurred in making arrangements for pets and animals;
- a vehicle if the driver continues driving against our advice or the advice of a support vendor or an authorised repairer;
- 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 car rally or motor race whether a sanctioned event or not.

In the above situations we may assist in arranging an alternate service or tow at the drivers expense payable at the time of service.

## 4. TOWING FOR NOMINATED VEHICLES

**For avoidance of doubt PMK Support Services Sdn Bhd, 24-7ASSIST or its Support Vendors are not liable for any damage caused during a towing or because of towing.**

### 4.1 Towing benefits

The location of the breakdown and the type of registration plans determine the towing benefits which can be provided.

Tows will only be provided if the vehicle cannot be mobilised by the Road Serviceman or Vendor Support, and the vehicle is in an unsafe location, causing a hazard to other vehicular traffic, or is likely to be interfered with, vandalised or stolen.

The driver or an authorised adult representative may be asked to travel with the vehicle to its intended destination. We may assist in arranging alternate transport for the driver and passengers as described in Paragraph 3.1.8.

#### 4.1.1 *Basic Care*

In metropolitan areas, the vehicle will be towed to the dealer's workshop, the Nominated Drivers preferred workshop or a 24-7ASSIST approved workshop, within a 50 km radius of the breakdown location..

In serviced Country Areas, vehicles will be towed to the nearest 24-7ASSIST or Dealers authorised workshop.

If you break down in a Remote Area outside the service boundary, service will be provided if possible, however you must pay for the total distance travelled by the Support Vendor from the service boundary to retrieve your vehicle and from the point of breakdown back to the service boundary at commercial rates at the time of the tow. Additionally, towing for Trailers may be provided at commercial rates payable by the registered vehicle driver at the time of service.

#### 4.2 *Type of tow*

Towing will be provided for all types of registered motor vehicles which do not exceed 3 tonnes gross weight (and in some cases 4WD Vehicles which do exceed 3 tonnes gross weight) provided that the tow can be effected with Standard Towing Equipment.

Towing will be provided using the most appropriate equipment reasonably available (such as lift-tow, flat-top truck or trailer) as determined by us.

In Country Areas in particular, limited types of tow trucks may be available. Should Special Towing Equipment be required (such as power winches or extended cables, or a four-wheel-drive towing vehicle), the driver is required to pay commercial rates at the time of service to the Vendor Support.

### 4.3 Towing limitations and costs

#### 4.3.1 *Tow Service limits*

A tow callout consists of a response to a request for assistance where a tow truck is despatched to and arrives at a breakdown. It does not include a tow where the subscriber has paid for the tow and does not include the despatch of tyre vendor, battery vendor or windscreen repairer if the Driver pays for parts and labour.

Where a 24-7ASSIST Customer Serviceman attends a breakdown and following that attendance, a support vendor then attends at the same breakdown this will constitute a single tow service callout.

If a planholder or driver exhausts the tow service callouts in a Registration year, they will be required to pay any further tow fees as the operator demands.

Unused tows at the end of a Registration year may not be carried forward into the next Registration year.

*4.3.2 Toll costs and Credit Charges*

Any toll costs incurred during the tow must be paid by the vehicles driver at the time of the tow.

In the event that a driver is required to pay for a tow and our towing provider accepts a credit card payment the driver may be required to pay the credit card surcharge.

*4.3.3 Clean up fee*

Driver will be required to pay a clean up fee to the tow provider in the event that contamination from the subscriber's vehicle makes it necessary for the tow truck to be taken off the road to be cleaned.

If an additional service is required to clean up the roadway, the driver will be required to pay for this service.

*4.3.4 Tow Service Benefits Not Applicable*

Towing benefits may not be provided for:

- a vehicle damaged as a result of an accident, flood, theft, fire or malicious damage unless the towing is covered by the owners insurance;
- a vehicle at the registered address with a flat or damaged tyre if the driver does not have a spare tyre suitable to be fitted;
- a vehicle if no spare keys are available;
- a vehicle bogged in a location not trafficable to normal two-wheel drive vehicles;
- a vehicle where the tow has not been arranged by us;
- a vehicle which has been modified in ways that in our opinion, increase the likelihood of it sustaining damage during towing, or in ways that make damage-free towing difficult, unless such modifications are removed prior to towing. This includes modified or factory-released accessories;
- any vehicle carrying livestock or commercial goods unless the vehicle is unloaded;
- a vehicle at a repairer;
- a vehicle which exceeds 5.5 metres in length.

In any of the above situations, we may assist in arranging a tow however the subscriber must pay for the cost of the tow at commercial rates at the time of the tow.

*4.4 Further towing*

Once a tow has been provided for a breakdown, any subsequent tows arising from the same breakdown will be provided at the drivers expense at commercial rates payable at the time of the tow. This includes towing for a vehicle that has been towed after hours to the drivers or owners home, a holding yard or other place of safety and subsequently requires further towing for the same breakdown.

*4.5 Excess kilometres*

The distance for which a vehicle receives towing in excess of that for which the planholder is entitled to as free towing, will be provided at the drivers expense at commercial rates payable to the tow provider at the time of the tow.

*4.6 Salvage tow*

If a vehicle is bogged, a 24-7ASSIST vehicle (not a Rapid Response Motorcycle) may be able to tow it a short distance without calling for a tow truck. This is called a "salvage tow". This can only be done for vehicles less than 1.5 tonnes in gross weight. This service will be deducted from the plan tow entitlement. If Special Towing Equipment is required, this will be at the driver's expense.

*4.6 Recovery tow*

A vehicle damaged as a result of an accident, flood, theft, fire or malicious damage may be towed unless the towing is covered by the owners insurance. This service will be deducted from the plan tow entitlement. If Special Towing Equipment is required, this will be at the driver's expense.