

- m) failure by the member to comply with instructions reasonably provided by us or our agents or service providers;
- n) failure by the member to comply with any applicable road laws or regulations;
- o) assistance required in relation to caravans or trailers;
- p) 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 and/or towing become necessary, additional costs are your responsibility. You will be advised of this condition before we or our service provider attends the breakdown location, and provision of service is at our discretion;
- q) vehicles operating as taxis, limousines, rental vehicles, hire vehicles;
- r) heavy haulage vehicles or vehicles that, in our opinion, require a heavy haulage towing provider due to the length, width or height of your vehicle.

If you call us and ask for assistance in any of these circumstances, we may provide assistance at our discretion, but you will be responsible for the cost and must make payment in the amount and manner as advised by us. Additionally, if any of those events result in more than 5 callouts per year, we will be entitled to suspend your membership by giving you 30 days prior written notice with an explanation of the decision.

Services provided by us are also subject to:

- Resources being reasonably available in the vicinity of the breakdown or problem;
- Any circumstance reasonably considered to be beyond our control (including but not limited to poor weather conditions such as heavy rain, cyclonic conditions, snow fall and flooding, as well as war, strikes, civil commotion, unexpected traffic conditions and telecommunication failures);
- Vehicle accident or traffic congestion;
- Restricted access area requirements.

We have no obligation to pay for costs incurred in call outs where your vehicle is immobile in a workshop undergoing repairs, or undergoing mechanical or electrical repairs at your premises.

We are not responsible or liable for any costs arising from work carried out by a repairer chosen by you or by a recommended repairer, and all repairs and costs for repairs undertaken by a repairer are your responsibility.

Transferring your membership

Your roadside assistance membership is not transferable. You may choose to cancel your membership at any time; however no refund will be given to you merely because you decide you do not want the membership.

Privacy

To arrange and provide your roadside assistance including any renewals, and to manage your and our rights and obligations arising from or in connection with the roadside assistance including any disputes, we (in this Privacy Notice "we", "our" and "us" includes AGA Assistance Australia Pty Ltd trading as Allianz Global Assistance, its agents and representatives) collect personal information from you and those authorised by you such as motor vehicle dealerships, vehicle manufacturers, fleet management companies, financial institutions, your agents and representatives, as well as from our agents and others we consider necessary.

Apart from providing the roadside assistance and for related purposes such as to provide renewals, for handling disputes, and for recovery against third parties, we also collect, use, and disclose your personal information for product development, marketing and promotions, research, IT systems maintenance and development, and for other purposes with your consent or where authorised by law.

For more information about our handling of personal information, including further details about access, correction and complaints, please see our privacy policy available on request or via www.allianz-assistance.com.au.

Australian Consumer Law

Despite anything contained in these terms and conditions, the Australian Consumer Law (ACL) gives you statutory rights including guarantees and remedies that cannot be excluded or modified by these Terms and Conditions. The ACL guarantees and remedies include (depending on the type of failure, fault, or defect) repair or replacement, a refund, compensation for reasonably foreseeable loss or damage, or a resupply of the goods or services if the goods or services do not meet the standards required by the ACL.

Definitions

In these terms and conditions, the following words have the following meanings:

accident: a vehicle damaged by impact or collision of any nature, or by attempted or successful theft or break in to the vehicle.

breakdown: mechanical or electrical fault which has caused the vehicle to be immobilised or become unsafe to drive (whether in transit or otherwise). Breakdown can also include a flat tyre, flat or faulty battery, a vehicle which has run out of fuel or keys which have been locked in the vehicle or lost

call out: roadside assistance provided by our customer service assistant over the telephone or by us or a service provider at or from the breakdown location.

home: your home or business address as registered on the Roadside Assistance system.

minor breakdown repairs: minor repairs of an immobilised vehicle (including components up to a cost of \$20.00 (inc. GST)) to facilitate the immediate mobilisation of the vehicle. It does not include workshop repairs which may require diagnostic equipment or parts or repairs and does not include servicing of vehicles.

mobile or mobilised: means moving or capable of moving using the vehicles own power, as intended by the manufacturer when operating normally and not in need of assistance. "Immobile" and "immobilised" have the corresponding meaning.

pre-existing condition: any condition or defect requiring assistance (including callout assistance) or which generates assistance to be required which was apparent or reasonably suspected prior to purchasing the policy.

recommended repairer: a repairer recommended by us to undertake workshop repairs to your vehicle. Allianz Global Assistance is not responsible for any costs for work carried out by a recommended repairer and all repairs and costs are your responsibility.

restricted access area: an area that is protected by security and/or other systems designed to prevent access by unauthorised people and includes areas that we do not have permission to enter (including but not limited to airports, sporting venues, protests and concerts).

roadworthy well maintained vehicle: maintained vehicle that is mechanically sound and otherwise fit to be operated and driven on Australian roads. The vehicle will comply with the minimum safety and other standards required by Australian road safety and transport laws and regulations and also be maintained and serviced by qualified personnel to the vehicle manufacturer's recommended standard and specifications set out in the vehicle service booklet and instruction manual.

service area: an area in mainland Australia, Tasmania, and Phillip Island that is trafficable by a two wheel drive recovery vehicle or an island that is accessible by a two wheel drive vehicular bridge (excludes ferries).

service fee: the service fee is a \$100.00 (inc. GST) amount effective October 2013. The service fee covers the initial callout of the roadside assistance provider only. All other items are at additional customer cost.

service provider: a mobile mechanic, tow truck operator or other roadside assistance provider nominated by us.

serviceable spare: a wheel and tyre that is ready and able to be fitted to your vehicle to mobilise your vehicle after changing a flat tyre.

vehicle: your nominated vehicle registered on our roadside assistance system.

you or your: the Allianz Global Assistance Roadside Assistance member.

we, our, us: Allianz Global Assistance, 74 High Street, Toowong, 4066, together with our employees, agents, contractors and related companies.

Allianz Global Assistance

Roadside Assistance Standard and Platinum Partner Plans

Terms and Conditions

Current as at 23 July 2014

Global Assistance

Allianz 

Using Allianz Global Assistance Roadside Assistance

Allianz Global Assistance Roadside Assistance offers reliable and secure roadside assistance 24 hours a day, 365 days a year. To access Allianz Global Assistance Roadside Assistance, simply call us on 1800 895 689. Please have the following information ready when you call:

- Your name and telephone number
- Your breakdown location (stating the nearest cross street where possible)
- Your membership number and expiry date
- Your vehicle registration number
- A description of the problem

Who is the Roadside Assistance Provider?

Roadside Assistance under your 12 month Allianz Global Assistance Roadside Assistance policy is provided by AGA Assistance Australia Pty Ltd ABN 52 097 227 177 trading as Allianz Global Assistance ("Allianz Global Assistance").

Whenever you request roadside assistance under your membership, you will be making that request to Allianz Global Assistance, who will provide the services on the terms and conditions set out below. The terms and conditions contain exclusions and limitations.

Allianz Global Assistance Roadside Assistance – Standard Plan

Eligibility criteria

In order to be eligible to purchase roadside assistance membership, your vehicle must be:

- a roadworthy well maintained vehicle; and
- be mobile.

If you are a member, in order to be eligible for a call out:

- your vehicle must be a roadworthy well maintained vehicle; and
- the call out must not relate to a pre-existing condition.

If your vehicle is not a roadworthy well maintained vehicle or the call out relates to a pre-existing condition, we may still arrange for a call out but this may be subject to an additional cost and we will inform you of the cost at or after the time of the call out.

When your membership commences, your vehicle must:

- be mobile; and
- not have a pre-existing condition,

If assistance is required

- within the initial 48 hours of commencement of your membership; or
- at any time in relation to a pre-existing condition,

a service fee of \$100 (inc. GST) (in addition to any membership cost) will be charged. This service fee covers the initial callout of the roadside assistance provider only; you will not be able to access any other entitlements under your membership for any incident that: occurs within the initial 72 hours from commencement of your membership; or at any time in relation to a pre-existing condition.

Note, the limits set out in these Terms and Conditions (such as for towing) also apply. We will inform you of any extra costs that may be incurred at or after the time of the call out.

Please stay with your vehicle

Once a roadside service provider has been called, it is important that you remain with your vehicle if it is safe to do so. Should we arrive at the scene of the breakdown and the vehicle is unattended, we will be unable to carry out any work and payment may be required for any subsequent call outs to assist with the same incident. If you require assistance and have to leave your vehicle for safety reasons, please advise our customer service assistant at the time of the initial call.

Tele-assist

Once our customer service assistant receives your call, we will provide general advice about the operation of your vehicle. If your vehicle is immobilised, we will provide an over the phone diagnosis (where possible) to get your vehicle mobilised.

Roadside assistance

If our customer service assistant is unable to get your vehicle mobilised over the telephone, we will dispatch a service provider to assist in the following ways:

Flat or faulty batteries

If you find yourself immobilised with a battery problem, we will attend to your vehicle, test the battery for performance, jump start the flat battery or coordinate a battery replacement. All costs associated with a replacement battery (such as supply and delivery) will be your responsibility.

Emergency fuel delivery

If your vehicle runs out of fuel, we will deliver sufficient petrol or diesel for the vehicle to travel to the nearest available refueling facility. In the case of LPG fuelled vehicles, we will tow the vehicle to the nearest refueling facility, subject to the towing limits set out below. The delivery and cost of fuel is at no cost to you where an emergency refuel occurs within a capital city or major regional town. However all costs incurred for a callout outside these areas are your responsibility. In the event a misfuelling incident occurs, we will coordinate towing at your expense.

Flat tyres

If you find yourself with a flat tyre, we will change it with the vehicles serviceable spare wheel. If your vehicle is not equipped with a spare wheel, we will transport the vehicle to an approved tyre outlet or your preferred repairer, whichever is the nearest (subject to the towing/transportation limits). Should additional services be required beyond this due to multiple flat tyres, the spare tyre being unserviceable, replacement wheel studs/nuts not being available or locking wheel nut key not available, towing is provided up to the towing limits specified below.

Lost or locked keys

If you lose your keys or lock them in your vehicle, we will provide all reasonable assistance (subject to proof of ownership shown) to:

- locate and deliver a spare key or
- arrange for the driver to retrieve the spare key, if this is more practical; or
- gain access to your vehicle (once a consent and indemnity form has been signed by you).

In all other situations where the key is not available, we will arrange to transport the vehicle to your preferred repairer, where the appropriate entry methods may be used. We will not be responsible for any damage incurred, or for any repair costs that result from gaining access to the vehicle or moving the vehicle while it is locked. A limit of \$150.00 (inc. GST) applies to this benefit. All additional costs are your responsibility.

Towing/transportation

If the vehicle cannot be mobilised at the breakdown location, we will deliver your vehicle to your preferred repairer, up to a limit of 20kms from the breakdown location in metropolitan locations, or up to a limit of 50kms in regional and remote locations. All costs of towing above these limits, including subsequent tows, are your responsibility. Please note that this benefit does not apply if your vehicle has been fitted with a body that requires heavy haulage towing due to height, width or length. In those circumstances, we will coordinate towing for the vehicle, but all costs will be your responsibility.

Accident co-ordination

Following an accident, we will coordinate towing arrangements and will also provide advice on accident procedures. If required, we will coordinate alternative transport to enable you to continue your journey. All accident towing and alternative transport costs are your responsibility.

(Note that these costs, subject to the payment of any excess, may be recoverable from your insurance company under an appropriate insurance policy)

Emergency message relay

Following a breakdown or accident, we will relay urgent messages to your family, friends or business associates likely to be affected or concerned by the disruption or delay.

Allianz Global Assistance Roadside Assistance– Platinum Plan

The Allianz Global Assistance Roadside Assistance Platinum Plan includes all of the benefits of the Standard Plan, plus the following additional benefits:

Towing/transportation

Increased towing limits of up to 100kms from the breakdown location in metropolitan locations, and 200kms from the breakdown location in regional and remote locations.

Taxi

If your vehicle cannot be mobilised due to a breakdown and must be transported to a repairer, we will provide one (1) taxi ride per incident, to a maximum value of \$100.00 (inc. GST) per incident so you and your passengers can continue your journey to the nearest town or within the same city where the breakdown occurred.

Lost or locked keys

An increased benefit limit of \$200.00 (inc. GST) applies to this benefit per incident.

Emergency Travel Benefits

If you have a breakdown when you are more than 100km from home and your vehicle cannot be repaired on the same day, the following emergency travel benefits, up to a total combined benefit of \$2000.00 (inc. GST) will apply under the Allianz Global Assistance Roadside Assistance Platinum Plan as set out below. You can choose the combination of benefits you use, up to the total combined limit of \$2000.00 (inc. GST) until your vehicle is repaired.

Accommodation

We will provide up to ten (10) nights accommodation up to the value of \$150.00 (inc. GST) per night (room cost only) should you decide to remain with your vehicle while it is repaired locally, or if alternative transport is unavailable. Any amounts charged in excess of this limit will be at your cost. This benefit will stop once your vehicle has been repaired.

Rental vehicle

We will provide a rental vehicle for up to ten (10) days to a limit of \$99.00 (inc. GST) per day. Any amount charged in excess of this limit will be at your cost. You will be responsible for all fuel costs, toll charges, insurance excess reduction, excess kilometre charges, traffic infringements, relocation fees, any damage and any excess or insurance waivers on the rental vehicle.

Vehicle relocation

We will deliver your repaired vehicle to your home or intended destination up to a maximum value of \$1000.00 (inc. GST). Alternatively, return transport will be provided to enable the driver to pick up the repaired vehicle.

Alternative transportation

We will transport you and up to four of your passengers to your home or to your intended destination up to a maximum of \$2000.00 (inc. GST) per incident, should hotel accommodation or a rental vehicle be unavailable.

Exclusions and limitations

We provide general roadside assistance. We will not be responsible for the cost of any parts or components for the roadside repair of your vehicle, other than minor breakdown repairs. Please also note the benefits in these terms and conditions do not apply in the event of any of the following circumstances:

- a) the vehicle not being registered on the our roadside assistance system where customer data is stored;
- b) the vehicle being over 3.5 tonnes (GVM);
- c) the vehicle being unregistered;
- d) the vehicle being outside a service area;
- e) the vehicle being unattended;
- f) the vehicle being involved or connected to any form of motor sports (including driving on a racetrack or competing in organised road or off-road rallies);
- g) vehicle abuse or neglect by the member (as reasonably determined by us);
- h) the member failing to use reasonable care with the vehicle;
- i) failure by member to conduct regular preventative vehicle maintenance or provision of inappropriate repair or maintenance to the vehicle;
- j) repeated service calls due to member related faults;
- k) failure by the member to comply with any instructions or directions provided with or attached to the vehicle;
- l) accident damage, classified as impact or collision of any nature, attempted or successful theft or break in of the vehicle (except for the accident coordination assistance we agree to provide above in these terms and conditions);