

Allianz Global Assistance Roadside Assistance for Fixed Price Car Service 360Assist Club Members

Terms and Conditions

Current as at 01 June 2016

Using Allianz Global Assistance Roadside Assistance for Fixed Price Car Service 360Assist Club Members

Allianz Global Assistance Roadside Assistance for Fixed Price Car Service 360Assist Club members offers reliable and secure roadside assistance 24 hours a day, 365 days a year. To access Allianz Global Assistance Roadside Assistance for Fixed Price Car Service 360Assist Club members, simply call us on

1800 586 994. 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 Fixed Price Car Service 360Assist Club membership 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 vehicle 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.

Eligibility Criteria

In order to be eligible for roadside assistance, your vehicle must be a roadworthy well maintained vehicle. Additionally, your vehicle must be mobile at the time that your membership commences. If your vehicle is not a roadworthy well maintained vehicle, we may still attend your call, but we will inform you of the cost that will be charged to provide you with assistance. This cost will be your responsibility.

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 callouts to assist with the same incident. If you require assistance and have to leave your vehicle for safety reasons, please advise the 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 batteries

Flat batteries can occur. 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 if required. The cost of the replacement battery will be charged to you.

• Emergency fuel

If your vehicle runs out of fuel, we will provide

sufficient petrol or diesel (to a maximum of 5 litres) for you to travel to the nearest available petrol station. If you drive an LPG fuelled vehicle, we will tow your vehicle to the nearest petrol station, subject to the towing limits set out below. In the event a misfueling incident occurs, towing will be coordinated at your cost.

• Flat tyres

If you find yourself with a flat tyre, we will change it with the vehicle's serviceable spare wheel. If your vehicle is not equipped with a spare wheel, we will transport the vehicle to an approved tyre outlet or authorised 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 an authorised 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 (incl. GST) applies to this benefit. All additional costs are your responsibility.

• Towing/transportation

If your vehicle cannot be mobilised at the breakdown location, we will deliver your vehicle to the nearest authorised repairer. If the breakdown has occurred after business hours, we will arrange for your vehicle to be stored at a secure facility and delivered to an authorised repairer the next working day. Towing is provided up to 40 kilometres in metropolitan locations or up to 100 kilometres in rural locations from the breakdown location. Please note that all additional towing costs are your responsibility.

• Accident coordination

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)

• Bugged vehicle coordination

We will, at your cost, attend and recover your vehicle from a bogged situation provided that reasonable and safe access is available to a conventional two wheel drive recovery vehicle and no other specialist equipment is necessary. All costs will be your responsibility.

• Caravan & Trailer Assistance*

If your vehicle suffers a breakdown and requires transportation to a repairer, we will transport the attached caravan or trailer to the same repairer. Please refer to the section outlining limitations to towing. It is your responsibility to inform our customer service assistant that your vehicle is towing a caravan or trailer prior to a service

provider being dispatched to assist you. If you do not tell us, you may be responsible for any/all subsequent costs associated with the caravan or trailer towing.

*This service does not extend to breakdown related matters associated with the caravan or trailer itself or caravan and trailer couplings where your vehicle is still mobile. The caravan or trailer cannot exceed the legal towing weight or dimension restrictions for a passenger vehicle transporter.

• Taxi coordination

If your vehicle is immobilised due to a breakdown, we can coordinate a taxi booking for you. All costs associated with this assistance will be your responsibility.

• Emergency accommodation coordination

If your vehicle is immobilised due to a breakdown, we can coordinate accommodation on your behalf, should 1. you decide to remain with the vehicle whilst it is being repaired locally, or if the breakdown has occurred outside the hours when alternative transport could be arranged. All costs associated with this assistance will 2. be your responsibility.

• Car rental coordination

If your vehicle is immobilised due to a breakdown, we will coordinate a rental vehicle for you. You will be responsible for all rental costs (including any rental bond), fuel costs, excess kilometre charges, traffic infringements, relocation fees, any damage and any excess or insurance waivers on the rental vehicle. We may not be able to provide you with this assistance if your driver's licence history or age or other reason will not allow the rental company to provide a hire car. If a rental bond cannot be provided by you at the time of securing the hire car, the provision of the hire car will be at the discretion of the rental company.

• Alternative transportation coordination

Should accommodation or a rental vehicle be unavailable following a breakdown which has immobilised your vehicle, we will coordinate alternative transport on your behalf. All costs associated with this assistance will be your responsibility.

• Vehicle relocation coordination

If your vehicle is immobilised due to a breakdown more than 100 kilometres from your home and cannot be repaired on the same day, we can coordinate vehicle relocation to deliver the repaired vehicle to your home or intended destination. All costs associated with this assistance will be your responsibility.

• Urgent message relay

Following a breakdown or accident, we will relay urgent messages to family, friends or business associates likely to be affected or concerned by the disruption or delay and/or provide advice on local transport options and alternatives.

• Cancellation or rebooking of travel arrangements

Following a vehicle breakdown or accident, we will provide emergency assistance with cancellation and rebooking of any pre-booked travel arrangements, including accommodation and flight reservations. Costs associated with rebooking or cancelling travel plans will be at your expense.

• Legal advice

Telephone legal advice is available from one of our preferred legal firms for preliminary advice on any matter involving the use or ownership of your vehicle. Advice is confidential and there are no

consultation fees or telephone charges. It does not extend to written advice, preparation of briefs or personal interviews.

• Medical advice

Urgent telephone medical advice provided by a qualified nurse or doctor is available 24 hours a day. Medical advice will also be extended to any direct family members if they are travelling with you or if they are at home while you are travelling. You will be responsible for all associated medical costs.

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 the vehicle, other than minor breakdown repairs. Please note:

1. We will not be responsible or liable for any additional or increased costs and expenses incurred as a result of the vehicle being outside a service area.

2. Subject to the statutory consumer guarantees and remedies available to you under the Australian Consumer Law and except to the extent caused by our negligence or our agents or service providers, we are not required to provide the roadside assistance services and will not be responsible or liable for any costs and expenses (or any increased costs or expenses) incurred in connection with or as a result of:

- a) the vehicle not being registered on our roadside assistance system where membership data is stored;
 - b) the vehicle being unregistered;
 - c) the vehicle being unattended;
 - d) 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);
 - e) vehicle abuse or neglect by you (as reasonably determined by us or Fixed Price Car Service);
 - f) you failing to use reasonable care with the vehicle;
 - g) failure by you to conduct regular preventative vehicle maintenance or provision of inappropriate repair or maintenance to the vehicle;
 - h) repeated service calls due to member related faults;
 - i) failure by you to comply with any instructions or directions provided with or attached to the vehicle;
 - j) accident damage, any damage arising from or caused by an impact or collision or accidental damage of any nature, any attempted or successful theft or break-in of the vehicle (but excluding the provision of and cost of providing any accident-related services which we agree to arrange or provide);
 - k) failure by you to comply with instructions reasonably provided by us, our agents or service providers;
 - l) failure by you to comply with any applicable road laws or regulations;
 - m) caravans or trailers (subject to the specific benefits set out above);
 - n) bogged vehicles;
 - o) vehicles operating as taxis, limousines, rental vehicles, hire vehicles;
 - p) heavy haulage vehicles or vehicles that, in our opinion, require a heavy haulage towing provider due to the weight, length, width or height of your vehicle.
3. Where we incur costs under item 2 above, 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.
4. Services provided by us are also subject to:

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- 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);
 - Areas being trafficable by a two wheel drive recovery vehicle;
 - Vehicle accident or traffic congestion;
 - Restricted access area requirements.
5. We have no obligation to pay for costs incurred in service calls 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 authorised repairer, and all repairs and costs for repairs undertaken by the repairer are your responsibility.

authorised repairer: a dealership, a servicing dealer or a repairer that has been authorised and approved by the vehicle manufacturer to undertake workshop repairs to the vehicle, or in areas where no authorised repairers are located, a repairer recommended by us. We are not responsible for any costs for work carried out by an authorised repairer (including a repairer recommended by us) and all repairs and costs are your responsibility.

you or your: the Fixed Price Car Service Roadside Assistance member.

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.

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

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.

home: your home or business address as registered on our roadside assistance system.

Metropolitan location: within capital city or major regional town.

Rural location : outside of capital city or major regional town.

mobile or mobilised: means moving or capable of moving using the vehicle's own power and as intended by the manufacturer when operating normally. "Immobile" and "immobilised" have the corresponding meaning.

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, airports, 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 standards and specifications set out in the vehicle service booklet and instruction manual.

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

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 mobilise your vehicle after changing a flat tyre.

Fixed Price Car Service: Fixed Price Car Service Australia Pty Ltd (ACN 603 218 515), a registered Australian company, Level 10, 50 Cavill Avenue Surfers Paradise, Gold Coast, Queensland 4217 Australia

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

we or us or our: Allianz Global Assistance, our employees, agents, contractors, and related companies.

Transferring of benefit to another vehicle

Your membership is not transferrable. 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.

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 and whether major or minor) repair or replacement, a refund, compensation for reasonably foreseeable loss or damage, or a resupply of services if the goods or services do not meet the standards required by the ACL.

Privacy

Your privacy is important to us. Any personal information provided to us is used by us and our agents to arrange and provide your roadside assistance (including renewals) and to manage your and our rights and obligations arising from or in connection with the roadside assistance, including any disputes. Your personal information will be disclosed to third parties involved in the above functions and activities such as roadside assistance providers, tow truck operators, car manufacturers, our agents and contractors who assist us in carrying out our normal business activities (including computer service providers and data hosting entities who may be located overseas), financial institutions and related organisations who handle payments on our behalf, claims handlers and insurers, our lawyers, your agents and representatives and our related and group companies including Allianz.

We may disclose your personal information to third parties overseas who assist us in providing the services or in carrying out our normal business activities. You agree that while those parties will often be subject to confidentiality or privacy obligations, they may not always follow the particular requirements of Australian privacy laws.

Please refer to our website at <http://www.allianz-assistance.com.au> for our full Privacy Policy.

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.