

Allianz Global Assistance Roadside Assistance

Standard and Platinum Plans

Allianz 

Global Assistance

Terms and Conditions

Current as at 13 June 2013

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 010 536. 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 ACN 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 for roadside assistance, your vehicle must be a roadworthy well maintained vehicle. 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. Additionally, your vehicle must be mobile at the time that your membership commences. If you first join and become a member when your vehicle is already immobilised, a 24 hour waiting period applies to some membership benefits. Further, apart from your joining fee, a call-out fee of \$100 (incl GST) will apply for the first call out to mobilise your vehicle in those circumstances. Note, the standard limits set out in these terms and conditions (such as for towing) also apply. We will inform you of any extra cost at the time of your initial call.

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, up to 20kms in metropolitan locations

or up to 50kms from the nearest attending service provider in regional and remote locations.

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 re-fuelling facility, subject to the towing limits set out below. The delivery and cost of fuel is provided 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 co-ordinate towing at your expense.

Flat tyres

If you find yourself with a flat tyre, we will change it with the vehicles serviceable spare wheel. 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).

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. 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. A limit of \$150 (incl GST) applies to this benefit. All additional costs are your responsibility.

Towing/transportation

If the vehicle cannot be mobilised at the breakdown location and/or requires electronic diagnosis, 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 co-ordinate towing arrangements and will also provide advice on accident procedures. If required, we will co-ordinate 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 Roadside Assistance Platinum Plan includes all of the benefits included in the Standard Plan, plus the following additional benefits:

Roadside assistance

If our customer service assistant is unable to get your vehicle mobilised over the telephone, we will dispatch a service provider, up to 100kms in metropolitan locations or up to 200kms from the nearest attending service provider in regional and remote locations.

Towing/transportation

Increased towing limits of up to 100km from the breakdown location in metropolitan locations, and 200km 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 taxi ride per incident, to a maximum value of \$100 (incl 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 (incl GST) applies to this benefit per incident.

Emergency fuel delivery

A total benefit limit of \$60 (incl 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 (incl GST) will apply under the Allianz 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 (incl GST) until your vehicle is repaired.

Accommodation

We will provide up to ten nights' (10) accommodation up to the value of \$150 (incl 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 days (10) to a limit of \$99 (incl GST) per day. Any amount charged in excess of this limit will be at your cost. You will be responsible for all fuel costs, 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 (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 (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 to facilitate the immediate mobilisation of the vehicle. 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 threat or break in of the vehicle (except for the accident co-ordination assistance we agree to provide above in these terms and conditions);
- 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 to another person. You may transfer the membership to another vehicle you own, however you must provide 48 hours notice prior to receiving roadside assistance. 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

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.

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. In doing so, we will take reasonable steps to ensure your personal information will not be held, used or disclosed inconsistently with the Privacy Act.

Please refer to our website at <https://roadside.agaassistance.com.au> for our full Privacy Policy.

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.

emergency mechanical repair: a minor roadside mechanical repair of an immobilised vehicle to facilitate the immediate mobilisation of the vehicle. It does not include workshop repairs which may require diagnostic equipment, parts or repairs and does not include servicing of vehicles.

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 (incl 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 and as intended by the manufacturer when operating normally. "Immobile" and "immobilised" have the corresponding meaning.

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, 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 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 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.