Allianz Global Assistance Roadside Assistance is provided by AGA Assistance Australia Pty Ltd ACN 097 227 177 trading as ‘Allianz Global Assistance’ (‘Allianz Global Assistance’).

Whenever you request roadside vehicle assistance under the arrangements available to you as a roadside assistance member, you will be making that request to Allianz Global Assistance and subject to the following terms and conditions. By making a request to Allianz Global Assistance for the provision of any of the services described below, you will be agreeing to these terms and conditions.

**Allianz Global Assistance Roadside Assistance – Standard Plan**

Allianz Global Assistance Roadside Assistance offers reliable and secure roadside assistance 24 hours a day, 365 days a year.

**Eligibility criteria**

In order to be eligible for Allianz Global Assistance Roadside Assistance, your vehicle must be a roadworthy well maintained vehicle. Additionally, your vehicle must be mobile at the time that you become an Allianz Roadside Assistance member. If your vehicle is not a roadworthy well maintained vehicle, Allianz Global Assistance’s Service Provider may still attend your call, but Allianz Global Assistance will inform you of the cost that will be charged to provide you with assistance. This cost will be your responsibility.

**Tele-assist**

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

**Roadside assistance**

If our customer service assistant is unable to get your vehicle mobilised over the telephone, Allianz Global Assistance will dispatch a service provider, up to 20 klms in metropolitan locations or up to 50 klms from the nearest attending service provider in regional and remote locations.

**Flat or faulty batteries**

We will test batteries for their performance, jump start flat batteries or coordinate battery replacement. We will not however be responsible for the cost of a replacement battery (such as, but not limited to, the supply and delivery of a battery).
Emergency fuel delivery

In the event that your vehicle has run out of fuel, Allianz Global Assistance will deliver sufficient petrol or diesel fuel for the vehicle to travel to the nearest available refuelling facility. In the case of LPG fuelled vehicles, Allianz Global Assistance will tow the vehicle to the nearest re-fuelling facility.

Flat tyres

We will change a flat tyre using the vehicle’s serviceable spare wheel or if necessary, transport the vehicle to an approved tyre outlet or authorised repairer, whichever is the nearest. 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 free of charge up to the towing limits specified.

General roadside assistance

In any event, Allianz Global Assistance will not be responsible for the cost of any parts or components for the roadside repair of the vehicle, other than minor breakdown repairs to facilitate the immediate mobilisation of the vehicle.

Emergency vehicle access

If an emergency situation arises and it is necessary to gain access to the vehicle, Allianz Global Assistance will attempt to gain access only after Allianz Global Assistance have obtained the member’s written consent. We will not be responsible for any damage incurred, or for any repair costs, resulting from gaining access to the vehicle or moving the vehicle whilst it is locked.

Where Allianz Global Assistance cannot gain access to the vehicle, Allianz Global Assistance will arrange to retrieve a spare key or transport the vehicle to the member’s preferred repairer. A limit of $150 (inc GST) will apply for this benefit.

Towing/transportation

If the vehicle cannot be mobilised at the breakdown location and/or requires electronic diagnosis, Allianz Global Assistance will arrange to have the vehicle transported to the member’s preferred repairer. If the vehicle is outside a capital city or major regional town, Allianz Global Assistance may use a road transport company to transport the vehicle.

Towing is provided free of charge up to a limit of 20 kLms from the breakdown location in metropolitan locations or up to 50 kLms from the nearest attending service provider in regional and remote locations. That is, in regional and remote areas, Allianz Global Assistance will meet the costs of the service provider to travel and pick up an immobilised vehicle up to a maximum of 50 kLms. All additional towing costs including subsequent tows are the members’ responsibility.

If the vehicle has been fitted with a body that requires heavy haulage towing due to height, width or length, Allianz Global Assistance will coordinate towing for the vehicle. All costs are the member’s responsibility.

Accident

Following an accident, Allianz Global Assistance will coordinate towing arrangements and will also provide advice on standard accident procedures. If required, Allianz Global Assistance will coordinate alternative transport at the member’s cost to enable them to continue their journey. All accident towing and alternative transport costs will be the member’s responsibility. (Note that these costs, subject to payment of any excess, may be recoverable from the member’s insurance company under an appropriate insurance policy).

Emergency message relay

As a result of a breakdown or accident, Allianz Global Assistance will relay urgent messages to the member’s family, friends or business associates likely to be affected or concerned by the disruption or delay.

Exclusions and limitations

1. Allianz Global Assistance will not be responsible for any additional or increased costs and expenses incurred as a result of the vehicle being in a Remote Location.

2. Except to the extent caused by the negligent or wilful and wrongful acts or omissions of Allianz Global Assistance or its agents or service providers, Allianz Global Assistance is not required to provide the roadside assistance services and will not be responsible for any costs and expenses incurred as a result of:

   a) the vehicle not being registered on the Allianz Global Assistance Roadside Assistance system where customer data is stored;
   b) the vehicle being over 2.5 tonnes (CVM);
   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 Allianz Global Assistance);
   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 (excluding the provision of (and cost of providing) accident related services;

m) failure by the member to comply with instructions reasonably provided by Allianz Global Assistance or its agents or service providers;

n) failure by the member to comply with any applicable road laws or regulations;

o) 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. Drivers will be advised of this condition prior to attendance by Allianz Global Assistance's service provider 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.

s) Where Allianz Global Assistance incurs costs under this item 2, the member will be responsible for the cost and must make payment in the amount and manner advised by Allianz Global Assistance.

Conditions

The provision of service under the Allianz Global Assistance Roadside Assistance is subject to:

- resources available in the area of breakdown;
- any circumstances beyond our control (including but not limited to extraordinary delays caused by extreme weather conditions such as snow fall and flooding);
- areas being trafficable by a two-wheel-drive recovery vehicle;
- severe vehicle accident or traffic congestion;
- restricted access area requirements;
- circumstances reasonably considered to be a force majeure event.

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 for any costs arising from work carried out by a recommended repairer, and all repairs and costs for repairs undertaken by the repairer are your responsibility.

Consequential loss

We will not be liable for any indirect or consequential loss or damage arising out of the provision or failure to provide any benefits and services whether as a result of our negligence or howsoever otherwise caused.

Transferring of benefit to another vehicle

Your roadside assistance benefit is not transferable to any other person or vehicle whether owned by you or not and if you cease to be covered by the roadside assistance benefit no refund is payable for the balance of the period of cover.

Privacy

Any personal information you provide is used by Allianz Global Assistance and its agents to arrange your roadside assistance and administer your and Allianz Global Assistance’s rights and obligations in relation to it, including claims.

This information may be disclosed to third parties involved in the above process, such as car manufacturers, roadside providers, claims handlers, health and help assistance service providers (including service providers), your agents and Allianz Global Assistance’s related companies. The use and disclosure of such personal information provided to third parties will be limited to the specific purpose for which it was supplied.

When you give personal information about other individuals, Allianz Global Assistance and its agents rely on you to have made or make them aware:

- that you will or may provide their information to Allianz Global Assistance;
- the types of third parties to whom the information may be provided;
- the relevant purposes Allianz Global Assistance and the third parties will use it for;
- the parties to whom Allianz Global Assistance and the third parties will disclose it to;
- how the other individuals can access it.

If it is sensitive information Allianz Global Assistance rely on you to have obtained their consent on these matters. If you have not done or will not do either of these things, you must tell Allianz Global Assistance or its agents before you provide the relevant information. You can seek access to and correct your personal information by contacting us. If you do not agree to the above or will not provide Allianz Global Assistance with personal information, Allianz Global Assistance may not be able to provide you with its services or products or may not be able to process your application nor issue you with a 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.

**Authorised repairer**: a repairer nominated by Allianz Global Assistance from time to time.

**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 a Allianz Global Assistance customer service assistant over the telephone or, if the Allianz Global Assistance customer service assistant is unable to get your vehicle mobilised over the telephone, attendance at your vehicle (subject to these Allianz Global Assistance Roadside Assistance Terms and Conditions).

**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 Allianz Global Assistance Roadside Assistance system.

**Recommended repairer**: a repairer recommended by Allianz Global Assistance 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 Allianz Global Assistance does not have permission to enter (including but not limited to airports, sporting venues, protests, airports, and concerts).

**Roadworthy well maintained vehicle**: a vehicle that has all safety-related components maintained in a manner that makes it safe to drive on the road and is maintained and serviced by qualified personnel to ensure performance is maintained.

**Service area**: an area in mainland Australia, Tasmania, Phillip Island and any other area 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 Allianz Global Assistance.

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

**Vehicle**: your nominated vehicle registered on the Allianz Global Assistance Roadside Assistance system.

**Allianz Global Assistance**: AGA Assistance Australia Pty Ltd ABN 52 097 227 177 trading as Allianz Global Assistance.

**you or your**: the Roadside Assistance member.