

Ken Tame Roadside Assistance

Terms and Conditions

Current as at 08 October 2016

Allianz 

Global Assistance

Using Ken Tame Roadside Assistance

Ken Tame Roadside Assistance offers reliable and secure roadside assistance 24 hours a day, 365 days a year. To access Ken Tame Roadside Assistance, simply call us on 1800 731 912. 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 Ken Tame Roadside Assistance 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 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 a 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 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 a repairer the next working day. Towing is provided up to \$600 inc. GST. Please note that all additional towing costs are your responsibility.

• 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, subject to availability, to a maximum value of \$100 (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.

• Car rental

We will provide a rental vehicle for up to ten days (10) to a limit of \$99 (inc GST) per day, subject to availability. 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.

• 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.

• 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 will apply until your vehicle has been repaired.

• Accommodation or Rental vehicle

We will provide up to ten nights (10) accommodation up to the value of \$150 (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.

Or we will provide a rental vehicle for up to ten days (10) to a limit of \$99 (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, excess kilometre charges, traffic infringements, relocation fees, any damage and any excess or insurance waivers on the rental vehicle.

Both entitlements above are subject to availabilities according to remote location.

• Alternative transportation

We will transport you and up to four 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.

• 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.

• 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.

• Transportation of pets

If your vehicle is towed, we will transport your pet(s) provided it is safe and reasonable to do so. We may acting reasonably refuse to transport your pet(s) for any reason including where it is not safe or reasonable to do so. Pet transportation is provided as part of your Roadside Assistance. Neither we nor Ken Tame provide pet insurance or insure against any potential risks arising from pet transportation. You will be responsible for the safety and wellbeing of your pet(s) during transportation including properly restraining your pet(s) while your vehicle is towed. Pets will not be transported inside a tow truck cabin.

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 Ken Tame);
 - 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;
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:
 - 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.

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

Transferring of benefit to another vehicle

Your roadside assistance membership is not transferrable 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.

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.

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.

Ken Tame: Ken Tame & Associates Pty Ltd (ABN 48057 816 172) a registered Australian company of suites 2-4, 79-83 High Street, Kew, Victoria 3101. **home:** your home or business address as registered on our 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 vehicle's own power and as intended by the manufacturer when operating normally. "Immobile" and "immobilised" have the corresponding meaning.

repairer: a repairer recommended by us. We are not responsible for any costs for work carried out by a repairer recommended by us 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 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. **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.

you or your: the Ken Tame Roadside Assistance member.