

Allianz Global Assistance

Emergency Home Assistance (EHA) Program

Terms & Conditions

This brochure contains the terms and conditions of EHA Program.

Effective 24 February 2016

Allianz Emergency Home Assistance (**EHA**) is provided by AGA Assistance Australia Pty Ltd (ABN 52 097 227 177), trading as Allianz Global Assistance (**AGA**) of 74 High Street Toowong QLD 4066. These Terms and Conditions were prepared by AGA. If you make a request you will be making that request to AGA and it is and subject to these Terms and Conditions. From time to time, AGA may make changes to the EHA Program in order to respond to changes in legislation and other environmental factors. You will be notified of any such changes.

Important Information:

The EHA Program is provided by AGA to Members.

Many of the words and terms have specific meanings. Please see the Glossary for these meanings.

1. Eligibility and Start Date

- 1.1 Services are provided under these Terms and Conditions to a Member during the Membership Period.
- 1.2 These Terms and Conditions govern Memberships and all services provided hereunder.
- 1.3 The start date of a Membership is the Start Date.
- 1.4 Only Members or their Authorised Persons are eligible to receive the Services under the EHA Program.
- 1.5 The Services provided under the EHA Program are only available in relation to a Nominated Property of a Member.
- 1.6 The Services are only available for EHA Events occurring within the property boundaries of the Nominated Property.

2. Provision of the Services by AGA

- 2.1 AGA provides a response assistance service to Members or their Authorised Persons in the case that an EHA Event occurs in relation to a Nominated Property.
- 2.2 If a Member or their Authorised Person contacts AGA and requests provision of the Services, the Member or their Authorised Person (as the case may be) are agreeing to AGA acting as their agent for the purposes of arranging a tradesperson to attend to the Member's Nominated Property and provide Make Safe Procedures.
- 2.3 AGA will assist the Member or their Authorised Person to arrange for a tradesperson to attend to the Member's Nominated Property and provide Make Safe Procedures in relation to an EHA Event.
- 2.4 In providing the Services, AGA does not make a recommendation or provide any guarantee or warranty as to the quality of the work to be provided or as to the skills and qualifications of the tradesperson.
- 2.5 The Services are available 24 hours a day, 7 days a week Australia wide.
- 2.6 Except as otherwise specifically agreed with the relevant tradesperson, where a tradesperson is arranged to attend a Nominated Property, the Member or an Authorised Person must be in attendance. If the Member or an Authorised Person is not in attendance the tradesperson will not be able to provide the Make Safe Procedures.
- 2.7 While AGA will make reasonable efforts to arrange an appropriate tradesperson, it cannot guarantee that an appropriate tradesperson will be available to attend to the EHA Event. In the case that AGA is unable to provide an appropriate tradesperson to attend an EHA Event, such a call will not be considered an engagement of the Service for the purposes of these Terms and Conditions.

3. Use of Services

- 3.1 The Services under the EHA Program are not designed and should not be considered as:
 - a replacement for home insurance;
 - an emergency rescue service; or
 - a disaster recovery response service.
- 3.2 In the case that an EHA Event poses risk to the personal safety and property of the Member and/or others, the Member or any other person should contact appropriate emergency or rescue services (such as the State Emergency Service or the 000 Emergency Service or appropriate utility or essential service providers) prior to contacting AGA for assistance.

4. Eligibility Verification and Proof of Identity

- 4.1 Eligibility to receive the Services under the EHA Program will be determined by AGA over the phone when the Service is requested.

Experienced an EHA Event?
Call AGA on 1800 770 246 for 24 hour assistance

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5. Arrangement of Tradesperson

- 5.1 When AGA determines the incident at the Nominated Property constitutes an EHA Event and that the person is a Member or their Authorised Person, AGA will:
- 5.1.1 facilitate a telephone call between the Member or their Authorised Person and a tradesperson for the attendance of a tradesperson at the Nominated Property for the purpose of providing Make Safe Procedures in relation to the EHA Event; and without limiting clause 6.1,
- 5.1.2 subject to clause 5.2, pay up to the first \$300 (inclusive of GST) per EHA Event with respect to the cost of the Make Safe Procedures provided by a tradesperson arranged in accordance with clause 5.1.1.
- 5.2 AGA will pay the Cost Contribution up to a maximum of two (2) times during the Membership Period.
- 5.3 If the cost of the Make Safe Procedures provided by a tradesperson arranged in accordance with clause 5.1 with respect to a particular EHA Event is less than \$300 (inclusive of GST), no amount will be carried forward or otherwise made available for any future attendance or future EHA Event.

6. Cost of Attendance and Services Provided by Tradesperson

- 6.1 Subject to clause 5.1.2, any fees or costs which are due to a tradesperson arranged in accordance with clause 5.1 for attendance and/or Make Safe Procedures at the Nominated Property, are payable by the Member or their Authorised Persons (as the case may be).
- 6.2 During the telephone call facilitated in accordance with clause 5.1, the parties will try and determine a non-binding estimate for the attendance of a tradesperson at the Nominated Property for the purpose of addressing the EHA Event (including any labour and parts). The final cost will be determined and agreed between the Member or their Authorised Person (as the case may be) and the relevant tradesperson.
- 6.3 In carrying out any Make Safe Procedures or other services or works whatsoever, a tradesperson arranged in accordance with clause 5.1 will be acting as agent for the Member or their Authorised Person, and not as agent for AGA.

7. General Exclusions

- 7.1 The EHA Program is not available in relation to any of the following types of properties:
- Non-Residential Properties;
 - Properties used for commercial farming or agricultural purposes;
 - Portable, temporary or non-fixed dwellings, buildings or structures such as caravans, trailers, campervans, recreational or other vehicles;
 - Properties under construction or renovation; or
 - Properties unoccupied for more than 60 consecutive days (except in the case of Nominated Properties, where the Member is a Landlord, or as otherwise agreed in writing with Allianz).
- 7.2 Services will not be provided under the EHA Program in the case of any of the following:
- An event which is not an EHA Event;
 - Loss or damage relating to the attempted repair by the Member, an Authorised Person or anyone acting on their behalf;
 - Loss or damage by malicious or wilful action, negligence, misuse, interference or faulty workmanship of anyone;
 - Major Structural Damage;
 - Area-wide disruption to essential services;
 - Disruption to essential services as the result of disconnection by the relevant authority or Utility Providers;
 - A Major Disaster or Event;
 - Requests for general maintenance or preventative work;
 - Breakdown, loss or damage to appliances and other mechanical equipment;
 - Damaged hedges, fences, gates or awnings;
 - Failure of alarms, home security systems and CCTV;
 - Damaged swimming pools including parts, components, pumps, motor and plumbing or filtration system;
 - Damaged solar power systems or components;
 - Damaged internal doors, shower screens or fly screens;
 - Damaged garden appliances, sprinkler or watering system; or
 - Pre-Existing Event.
- 7.3 Services will not be provided in relation to an EHA Event that occurs in or relation to:

- 7.3.1 any areas relating to a Residential Property that would, in AGA's reasonable opinion, be considered 'common property' owned by an Owner's Corporation;
- 7.3.2 any building structure or land outside a Nominated Property's boundaries; and
- 7.3.3 areas or equipment which would reasonably be considered to be the responsibility of a relevant authority or Utility Providers.

8. Warranties in relation to Make Safe Procedures

- 8.1 In providing the Make Safe Procedures, AGA does not vet or determine in any way whether the relevant tradesperson has the appropriate skills or qualifications to provide any Make Safe Procedures arranged in accordance with these Terms and Conditions.
- 8.2 Any warranty in respect of services (including Make Safe Procedures) or parts provided by a tradesperson as a result of an engagement through the EHA Program is a matter for determination between the Member and the relevant tradesperson.

9. Liability

To the extent permitted by law:

- 9.1 AGA will not be liable in any way to any person for any loss or damage suffered directly or indirectly as the direct or indirect result of any Make Safe Procedures (or other services) provided, including any delay in the provision of the Make Safe Procedures.
- 9.2 In providing the Services, AGA makes no recommendation as to the skill or qualifications of the relevant tradesperson and does not warrant that they will be able to meet the requirements of the Member or their Authorised Person (as the case may be).
- 9.3 AGA will not be liable to any person for any indirect, special or consequential loss or damage in connection with the Services or Make Safe Procedure, whether in contract, tort, statute or otherwise.

10. Transfer, Cancellation and Termination

- 10.1 A Membership cannot be transferred or assigned to another person but can be transferred to another property provided the property is eligible to be a Nominated Property. Please note that:
- all conditions in this document apply to the new property as if the date of transfer was the Start Date; and
 - the End Date of the membership does not change; and
 - the remaining number of times that attendance of a tradesperson will be covered under clause 5.1 is not reset to the maximum stated in clause 5.1.3.
- 10.2 AGA reserves the right to cancel a Membership immediately where it has been assessed the Member has:
- Breached the Terms and Conditions; or
 - Acted in a manner that is inappropriate, abusive, improper, hostile, threatening or dangerous.
- 10.3 A Member may cancel their Membership at any time by contacting AGA by telephone or in writing.
- 10.4 A Membership will end on the End Date.
- 10.5 Before expiry of the a Member's membership under the EHA Program, AGA will advise the Member whether AGA intends to offer renewal and if so on what terms. These Terms and Conditions also apply for any offer of renewal AGA makes unless AGA advise otherwise.

11. Privacy

To arrange and provide the Allianz Emergency Home Assistance Services and to manage your and our rights and obligations arising from or in connection with the provision of those Services, we (in this Privacy Notice "we" and "our" means AGA Assistance Australia Pty Ltd trading as Allianz Global Assistance, its agents and representatives) collect personal information from you and those authorised by you including your family members, your agents and representatives, as well as from our agents and others we consider necessary.

Apart from arranging and providing the Services (including arranging tradespersons to assist you) and for related purposes such as for handling disputes and for recovery against third parties, we also collect and use your personal information for product development, marketing, research, IT systems maintenance and development, and for other purposes with your consent or where authorised by law. We may disclose your personal information to trusted third parties who help us carry out the above activities as well as to our related companies, including Allianz.

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

12. 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.

13. Complaints

If you have a complaint in relation to the Services, AGA's employees or any service providers (including tradespersons) please contact AGA on 1800 770 246.

14. Jurisdiction

This product is governed by and construed in accordance with the law of Queensland, Australia and you agree to submit to the exclusive jurisdiction of the courts of Queensland.

Glossary

When the following words and phrases appear in this document, they have the meanings given below. The use of the singular shall also include the use of the plural.

AGA

Means AGA Assistance Australia Pty Ltd trading as Allianz Global Assistance.

Allianz

Means Allianz Australia Insurance Limited ABN 15 000 122 850.

Authorised Person

Means a person who is nominated by the Subscriber to AGA to act on the Subscriber's behalf in relation to the EHA Event at the Nominated Property, in respect of any EHA Event.

Cost Contribution

Means the amount paid by AGA in accordance with clause 5.1.2.

EHA Event

Means any of the following urgent home assistance events:

Event	Definition
Damaged roof or guttering causing an internal leak	Water leaking internally through ceilings or walls as a result of a damaged roof or damaged guttering
Blocked toilet, drain or pipes	Blockage in toilet, drain or pipes preventing water flow, resulting in an overflow or backup
Burst tap or showerhead	Uncontrollable water flow as the result of a damaged or burst tap or showerhead
Burst pipe	Physical breakage of a pipe or joint, resulting in a burst pipe and uncontrollable water flow
Broken or burst hot water system	Broken or damaged system
Gas leak	Gas leak as a result of damaged gas pipe lines or gas appliances
Broken or damaged heating/cooling system	Broken or damaged system
Blackout or power failure	Disruption of power supply to the house (excludes area-wide blackouts)
Broken external door or window	Damage to external door or window that puts safety or security at risk (e.g. broken glass, damaged locks, jammed doors or windows)
Locked out of the house	Unable to gain entry to house

EHA Program

Means the program provided in accordance with these Terms and Conditions.

End Date

Means the date a person ceases to be a member as stated on their Membership Certificate.

GST Act

Means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any subsequent amendment to that Act.

GST

has the meaning given to that expression in section 195-1 of the GST Act.

Major Disaster or Event

Means earthquakes; tornadoes, hurricanes, cyclones; explosions; fire; flood; political or industrial disturbances, riots or civil commotion; tsunami, tidal wave, storm surge, landside; acts of terrorism; war; and use, existence or escape of any nuclear or radioactive material or any biological, chemical or nuclear pollution or contamination.

Major Structural Damage

Means damage to the structural or supporting details of a property such as beams, joists, trusses and rafters or major damage to roofing, wall cladding or glazing.

Make Safe Procedures

Means in relation to an EHA Event:

(a) A service provided by a tradesperson to:

* assess an EHA Event; and

* undertake reasonable and practicable steps to rectify the EHA Event and make the Nominated Property safe and secure until such time that appropriate repairs can be undertaken.

(b) Such action may also involve either temporary or permanent repairs, where practicable and as agreed between the Member or their Authorised Person and the tradesperson, in circumstances where such repairs are in the opinion of AGA necessary and/or reasonable having regard to the services described in (a).

Member

Means an owner of a Nominated Property who Allianz has notified to AGA is to be issued with a Membership.

Membership

Means a membership to access the Services of the EHA Program.

Membership Certificate

Means the document which confirms that an EHA membership applies to the Nominated Property, and sets out the details of that membership, including details of the level of membership applying. This document also includes the receipt for purchase.

Membership Period

Means the period commencing on the Start Date and ending on the End Date.

Nominated Property

Means a Residential Property which is owned by a Member.

Non-Residential Property or Non-Residential Properties

Means any property that is not a Residential Property

Owner's Corporation

Means the legal entity, however described, that combines all the lot owners in a strata scheme.

Pre-Existing Event

Means an event that has arisen from circumstances known to the Member or an Authorised Person, or which the Member reasonably ought to have known, prior to the Start Date.

Residential Property

Means a house, duplex, flat, unit or apartment used solely for residential purposes, including for residential investment purposes.

Services

Means the services provided by AGA of arranging tradespersons on behalf of a Member or their Authorised Persons to attend a Member's Nominated Property to address an EHA Event.

Start Date

Means the date a person becomes a Member as notified by Allianz to AGA.

Utility Providers

Means an entity which provides services to the public such as electricity, gas, telephony, water and television cable systems.