

Mercedes-Benz Roadside Assistance

Terms and Conditions

Retail Terms and Conditions

Mercedes-Benz Roadside Assistance offers reliable and secure roadside assistance 24 hours a day, 365 days a year. To access Mercedes-Benz Roadside Assistance, simply call us on 1800 807 700. 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 Mercedes-Benz Roadside Assistance membership is provided by AWP 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. If your vehicle is not a roadworthy well maintained vehicle, we may still arrange a roadside assistance provider to service your callout 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 your vehicle is not mobile, a service fee is charged when a new roadside assistance membership is established and assistance is required within the initial 48 hours or if the vehicle has a pre-existing condition requiring assistance. The service fee is \$100.00 (inc. GST) and is charged in addition to your annual membership. The service fee covers the initial callout of the roadside assistance provider only. You will not be able to access any other entitlements under your membership for pre-existing conditions and/or for any incident that occurs within the initial 48 hours from purchasing your membership. Note, the standard limits set out in these terms and conditions (such as for towing) also apply.

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. If your vehicle is within the Mercedes-Benz warranty period*, you will not be charged the cost of a replacement battery. If your Mercedes-Benz vehicle warranty has expired, you will be charged the cost of the replacement battery.

*Mercedes-Benz battery warranty is 3 years (6 years or unlimited kilometres whichever comes first for high voltage Plug-In Hybrid Electric Vehicle batteries) from date of first registration.

- **Emergency fuel**

If your vehicle runs out of fuel, we will provide sufficient petrol, diesel or AdBlue (to a maximum of 10 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.

- **Flat tyres**

If you find yourself with a flat tyre, we will establish whether the vehicle is equipped with run flat safety tyres, in which case support will be provided in accordance with run flat safety tyre protocol. Otherwise we will change the flat tyre with the vehicle's spare wheel. If your vehicle is not equipped with a spare wheel, we will tow the vehicle to an approved tyre outlet or authorised repairer, whichever is the nearest. Please refer to the section outlining limitations to towing. Should additional services be required beyond this due to multiple flat tyres, the spare wheel being unserviceable, replacement wheel studs/nuts not being available or locking wheel nut key not available, towing is provided at your cost.

- **Lost or locked keys**

If you lose your keys, 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 \$170.00 (inc. 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 to the breakdown location. Alternatively, at your request, we will deliver your vehicle to your preferred dealership if it is within 40km of the closest dealer to the breakdown site.

- **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).

- **Bogged vehicle**

We will 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. Should specialist equipment and/or towing become necessary, services may be provided at our discretion. A limit of \$150 (inc. GST) applies to this benefit. All additional 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 or to a location as requested by you if it's within the initial transportation distance, whichever is closest. 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**

If your vehicle cannot be mobilised due to a breakdown and must be transported to the nearest authorised repairer, we will provide one taxi ride per incident, to a maximum value of \$200.00 (inc. GST) so you and your passengers can continue your journey to the nearest town or within the same city where the breakdown occurred.

- **Emergency accommodation**

If your vehicle is immobilised by a breakdown for more than 24 hours and you are more than 70 kilometres from your home, we will provide up to four (4) nights accommodation up to the value of \$200.00 (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 cannot be used in conjunction with car rental and will stop once your vehicle has been repaired.

- **Car rental**

We will provide a rental vehicle up to the value of \$1000.00 (inc. GST) should your vehicle be immobilised by a breakdown for more than 24 hours and you are more than 70 kilometres from your home. Any amount charged in excess of this limit will be at your cost. You will be responsible for all fuel costs, toll charges, insurance excess reduction, excess kilometre charges, any traffic infringements, any damage and any excess or insurance waivers on the rental vehicle. This benefit cannot be used in conjunction with accommodation and will stop once your vehicle has been repaired.

- **Alternative transportation**

Should hotel accommodation or a rental vehicle be unavailable following the immobilisation of your vehicle due to a breakdown (for more than 24 hours) and you are more than 70 kilometres from your home, we will transport you and up to four of your passengers to your home or to your intended destination up to the maximum value of \$1,000.00 (inc. GST) per incident. Any amounts charged in excess of this will be at your cost.

- **Vehicle relocation**

Vehicle relocation will be provided where your vehicle has a breakdown more than 70 kilometres from your home and cannot be repaired on the same day. If you have left the vehicle to continue your journey, vehicle relocation will be provided to deliver the vehicle, once repaired, to your home or intended destination (whichever is the nearest) where the distance between you and the selected authorised repairer is greater than 70 kilometres. Alternatively, return transport will be provided to enable the driver to pick up the repaired vehicle.

- **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) vehicles over three (3) tonne (GVM);
 - c) the vehicle being unregistered;

- d) the vehicle being unattended;
 - e) the vehicle being involved or connected to any form of motor sports (including riding on a racetrack or competing in organised road or off-road rallies);
 - f) vehicle abuse or neglect by you (as reasonably determined by us or Mercedes-Benz);
 - g) you failing to use reasonable care with the vehicle;
 - h) failure by you to conduct regular preventative vehicle maintenance or provision of inappropriate repair or maintenance to the vehicle;
 - i) repeated service calls due to member related faults;
 - j) failure by you to comply with any instructions or directions provided with or attached to the vehicle;
 - k) 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);
 - l) failure by you to comply with instructions reasonably provided by us, our agents or service providers;
 - m) failure by you to comply with any applicable road laws or regulations;
 - n) caravans or trailers;
 - o) 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 a service provider and the provision of this service is at our discretion;
 - p) vehicles operating as taxis, limousines, rental vehicles, hire vehicles;
 - q) 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:
- 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 an authorised repairer, and all repairs and costs for repairs undertaken by the repairer are your responsibility.

Transfer of membership

Your membership is fully transferable to the new owner of the vehicle at any time during the membership period. Please contact us on 1800 807 700.

Membership cancellation

You may choose to cancel your membership at any time however no pro rata refunds will be given to you on unexpired membership 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

To offer or provide you with our products and services (or those we may offer or provide to you on behalf of our business partners) we, namely AWP Australia Pty Ltd ABN 52 097 227 177 trading as 'Allianz Global Assistance', and our agents and representatives, collect, store, use, and disclose your personal information including sensitive information. We usually collect it directly from you but sometimes from others depending upon the circumstances and the product involved. For instance, we may collect your personal information from our business partners who may have provided you with a product or service including but not limited to travel insurance, roadside assistance with a vehicle purchase, Overseas Student or Visitor Health Cover, or other assistance services we arrange or provide. For example, your personal information may be collected from your family members and travelling companions, doctors, and hospitals if you purchase our travel insurance and require medical assistance. Likewise, we collect personal information from universities and your agents if you inquire about or apply for our Overseas Student or Visitor Health Cover. We are the 'data controller' and responsible for ensuring your personal information is used and protected in accordance with applicable laws including the Privacy Act 1988 and sometimes European Law (the GDPR) where our activities are within its scope. Personal information we collect includes, for example, your name, address, date of birth, email address, and sometimes your medical information, passport details, bank account details, as well as other information we collect through devices like 'cookies' when you visit our website such as your IP address and online preferences.

We use your personal information to offer and provide our products and services and to manage your and our rights and obligations in connection with any products and services you have acquired. For instance, we use it to assess, process, and investigate any travel or health insurance claims, and to liaise with Government Departments when necessary. We may also use it for product development, marketing (where permitted by law or with your consent but not in connection with some products or services such as credit card insurances), customer data analytics, research, IT systems maintenance and development, recovery against third parties, fraud investigations, and for other purposes with your consent or where permitted by law. We do not use sensitive information for marketing purposes or provide that information to any third parties for marketing.

Your personal information may be disclosed to third parties (some of whom are data processors) who assist us to carry out the above activities both inside and outside of Australia, such as claims management providers, travel agents and intermediaries, insurers, investigators, cost containment providers, medical and health service providers, universities and other education institutions, roadside assistance and towing providers, vehicle manufacturers, overseas data storage (including 'cloud' storage) and data handling providers, legal and other professional advisers, your agents and broker, your travel group leader if you travel in a group, your employer if you have a corporate travel policy, your bank if you are the beneficiary of the bank's credit card insurances, insurance reference bureaux, and our related and group companies including Allianz. Some of these third parties may be located in other countries including in Europe, Asia, Canada, or the USA. We also, where necessary, disclose your personal information to Government Departments including for immigration and private health insurance purposes as well as to regulatory bodies.

With the exception of credit card insurances and some other products and services that we offer or provide on behalf of certain clients, we may, where permitted by law or with your consent, contact you by telephone, normal mail, email, electronic messages such as SMS, and via other means with promotional material and offers of products or services from us, our related companies, as well as offers from our business partners that we consider may be relevant and of interest to you. Where we contact you as a result of obtaining your consent, you can withdraw your consent at any time by calling us on 1800 023 767 or by contacting us – see below.

When you provide personal information to us about other individuals, we rely on you to have first obtained the individual's consent, and have made them aware of the matters set out in this Privacy Notice.

You may also (1) seek access to your personal data and ask about its origin, the purposes of the processing, and details of the data controller or data processor, and the parties to whom it may be disclosed; (2) ask us to correct and update your personal information, (3) ask for a copy of your personal data in an electronic format for yourself or for someone you nominate. You may in some circumstances restrict the processing of your personal data, and request that it be deleted. Where your personal information is used or processed with your specific consent as the sole basis for processing (rather than on a contractual basis or legitimate interest), you may withdraw your consent at any time. You may not access or correct personal information of others unless you have been authorised by their express consent, or unless they are your dependants under 16 years of age.

If you have a request or complaint concerning your personal information or about data privacy, please contact: Privacy Officer, Allianz Global Assistance, PO Box 162, Toowong, QLD 4066, or email DataPrivacyAU@allianz-assistance.com.au.

You can also contact the Privacy Commissioner at the Office of The Australian Information Commissioner, GPO Box 5218, Sydney, NSW, 2001, if you have a complaint.

For more information about our corporate privacy policy and handling of personal information, including further details about access, correction and complaints, please visit our website at www.allianz-assistance.com.au and click on the Privacy & Security link.

If you do not agree with the matters set out in our privacy policy or will not provide us with the personal information we request, we may not be able to provide you with our products or services including the assessment and payment of any claims. In cases where we cannot comply with your request concerning your personal information, we will give you reasons why.

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 Mercedes-Benz dealership, a servicing dealer or a repairer that has been authorised and approved by Mercedes-Benz 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.

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.

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

Mercedes-Benz: Mercedes-Benz Australia/Pacific Pty Ltd (ABN 23 004 411 410) of 44 Lexia Place, Mulgrave, Victoria, 3170.

minor breakdown repairs: minor repairs of an immobilised vehicle 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.

pre-existing condition: any condition or defect requiring assistance (including callout assistance) or which generates assistance to be required which was apparent or reasonably suspected prior to purchasing the membership.

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 with made roads 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 fee: the service fee is a \$100.00 (inc. GST) amount effective October 2013. The service fee covers the initial callout of the roadside assistance provider only. All other items are at additional customer cost.

service provider: a mobile mechanic, tow truck operator or other roadside assistance provider nominated by us.

spare wheel: 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 Mercedes-Benz Roadside Assistance member.