

**JAX** TYRES  
& AUTO

*"Peace of Mind Driving"*

**JAX TYRES & AUTO**

# Roadside Assistance

**TERMS & CONDITIONS**





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## A. General Information

These terms and conditions describe the terms of Your roadside assistance membership.

### A.1 ROADSIDE ASSISTANCE MEMBERSHIP

**Membership period:** the start and end date of the membership are stated on the welcome letter.

### A.2 ROADSIDE ASSISTANCE PROVIDER

Roadside assistance under the JAX Tyres & Auto Roadside Assistance membership is provided by AWP Australia Pty Ltd ABN 52 097 227 177 trading as Allianz Global Assistance. Allianz Global Assistance will provide the services on the terms and conditions set out below.



## B. How to contact us

Need help? Call us on **1300 848 088**

Please have the following information ready:











- the Vehicle registration number
- the exact location of the Vehicle
- a contact telephone number
- a description of the problem.

Please stay with the Vehicle if it is safe to do so.

If We arrive at the breakdown location and the Vehicle is unattended, We may be unable to carry out any work and payment may be required for any subsequent callouts to assist with the same incident.



## C. Summary of Events & Services

INCLUDED EVENTS	
WHAT IS INCLUDED?	
Breakdown	 Included
Flat Battery	 Included
Flat Tyre(s)	 Included
Lack of Fuel	 Included
Other Fuel Problems	 Included
Electric Vehicle out of Charge	 Included
Key Issues	 Included
Bogged Down Vehicle	 Included
Accident and Related Events (Accident, Fire, Vandalism, Climate Events)	 Coordination only at Your cost
Theft and Related Events	 Coordination only at Your cost

Please see Section E.2 for definition of Events.

The services provided and their limits are shown in this table:

SERVICE	CONDITIONS & LIMITS*
Roadside Repair and Towing	<ul style="list-style-type: none"> <li>• Roadside repair on spot for the Vehicle</li> <li>• Replace battery at Your cost</li> <li>• Small technical expenses up to \$20 (incl. GST)</li> <li>• Towing up to 50km</li> <li>• Bugged Down Vehicle rescue</li> <li>• Specialist Rescue at Your cost</li> <li>• Lack of Fuel: up to 10L,</li> <li>• Locksmith up to a value of \$100 (incl. GST)</li> <li>• Taxi/Ride-hail for any urgent need or obtain spare key up to \$80 (incl. GST)</li> </ul>

\* Limits apply per Service, Event, and length of time. Please see Section E and F for details.

## D. Service Area

The JAX Tyres & Auto Roadside Assistance is available on public roads trafficable by a two-wheel drive recovery vehicle in mainland Australia, Tasmania, Phillip Island, North Stradbroke Island, Moreton Island, Fraser Island, Bribie Island and Kangaroo Island or an island that is trafficable by a two-wheel drive vehicular bridge (excludes ferries). If Our services incur ferry or overseas transport costs, You will be responsible for such extra costs.

## E. Definitions

### E.1 GENERAL DEFINITIONS:

Some words and phrases have specific meanings and are defined in the terms and conditions. For easier reading, they are formatted with capital letters.

**Authorised repairer:** a dealership or repairer or a repairer which has been authorised by JAX Tyres & Auto to perform temporary repairs to mobilise the Vehicle after a breakdown.

**Caravan or Trailer:** caravan or trailer not exceeding 3,500 kg (including load).

**Cyber-attack:** a deliberate act through cyberspace to manipulate, disrupt, deny, degrade, or destroy computers or networks, or the information resident on them, which results in the Immobilisation of the Vehicle.

**Cyberspace:** The environment formed by physical and non-physical components to store, modify, and exchange data using computer networks.

**Event:** any event as defined in Section E.2 Definitions of Events, which entitles You to JAX Tyres & Auto Roadside Assistance services.

**Home:** Your permanent, fixed home address for legal and tax purposes in Australia.

**Immobilisation of the Vehicle:** any event causing the Vehicle to be immobilised, or unsafe to drive, on public roads. In these terms and conditions, Immobilised, Immobilised Vehicle and Vehicle is Immobilised have corresponding meanings.

**Vehicle:** private motor vehicle not exceeding 3,500 kg for use on public roads, registered in a state or territory in Australia and registered under the membership. Tricycles, quads and vehicles used for commercial transportation of persons or emergency services purposes such as Taxi/Ride-hails, rideshare services, ambulances, rental cars, driving schools and hearses are excluded.

**We, Us or Our:** AWP Australia Pty Ltd ABN 52 097 227 177 trading as Allianz Global Assistance and its employees, agents, contractors, service providers and related companies including assistance providers organising all assistance services after an Event.

**You/Your:** the member of the JAX Tyres & Auto Roadside Assistance program who is entitled to receive Our services, including any person who You tell Us is authorized to drive the Vehicle.



## E.2 DEFINITION OF EVENTS

### Breakdown:

- any sudden and unexpected mechanical, electrical, hydraulic or electronic failure, including flat battery caused by a technical fault, which results in the Immobilisation of the Vehicle.

### Accident and Related Events:

- **Vehicle Accident:** any sudden unforeseen and involuntary event, collision, crash or impact against a fixed or moving object which results in the Immobilisation of the Vehicle.
- **Fire:** heat or flame which damages the Vehicle and results in its Immobilisation.
- **Vandalism:** any breakage or damage to the Vehicle by a third party which results in its Immobilisation.
- **Climate Events:** any event due to a natural disaster such as hail, flood, storm, hurricane, rain, sleet, snow, wind, lightning or other similar event when not officially declared as a natural disaster and which results in the Immobilisation of the Vehicle.

### Driver errors:

- **Lack of Fuel:** fuel shortage which results in the Immobilisation of the Vehicle.
- **Other Fuel Problems:** wrong fuel, frozen fuel or polluted fuel, which results in the Immobilisation of the Vehicle.
- **Electric Vehicle out of Charge:** electric motive power battery charge depletion which results in the Immobilisation of the Vehicle, except where the battery runs flat due to a technical fault.
- **Flat Tyre(s):** deflation of one or more tyres, which results in the Immobilisation of the Vehicle.
- **Key Issues:** Vehicle keys that are locked in the Vehicle, damaged, malfunctioning, lost or stolen and which results in the Immobilisation of the Vehicle.
- **Bogged Down Vehicle:** Vehicle stuck in the sand, snow or mud resulting in the Immobilisation of the Vehicle. The Vehicle must be in a location that is trafficable by a two-wheel drive recovery vehicle without using specialist equipment.

### Theft and related events:

- **Theft of Vehicle:** the Vehicle has been stolen.
- **Attempted Theft and Theft of Parts:** theft or damage of Vehicle parts or equipment, which results in Immobilisation of the Vehicle at the breakdown location.

## F. Assistance Services

If the Vehicle is Immobilised due to any Event defined in Section E.2, We will provide roadside assistance services within the limits and conditions mentioned for each service described below and summarised in Section C.

### F.1 ROADSIDE & TOWING ASSISTANCE

**Please note for all services described in Section F.1: roadside assistance, costs for Accident and Related Events and Theft and Related Events will be Your responsibility.**

#### F.1.1 Roadside repair on spot

If the Vehicle is Immobilised due to any included Event in Section C, We will provide roadside assistance wherever possible in order to determine the fault and, if possible, conduct a roadside repair on the spot to enable the Vehicle to be safely driven again.

We will jump-start the flat battery or replace the battery if required with the battery replacement being at Your cost.

We will bear the cost of small technical expenses such as bulbs or fuses used to fix the Vehicle on the spot if the Vehicle does not already contain these items up to \$20 (incl. GST).

#### F.1.2 Towing & Recovery

If the Vehicle is Immobilised due to any included Event in Section C, and the Vehicle cannot be repaired on the spot, Our roadside assistance provider will transport the Vehicle to the closest Authorised repairer or tyre outlet up to 50 km.

**Caravan or Trailer attached:** In case of the Immobilisation of the Vehicle while towing a Caravan or Trailer, We will transport the Caravan or Trailer with the Vehicle to the nearest repairer at Your cost.

In case of the Vehicle towing a Caravan or Trailer being stolen, We will transport the Caravan or Trailer to the nearest place of safety or its usual place of parking at Your cost.

**Storage:** if the repairer to which the Vehicle is to be towed is closed (e.g. outside normal business hours), We will transport the Vehicle to a secure parking or storage facility. We will then transport the Vehicle to the closest Authorised repairer on the next working day. A towing limit of 50 km applies.

**Bogged Down Vehicle:** We will recover the Vehicle from a bogged situation where reasonable and safe access is trafficable by a two-wheel drive recovery vehicle and no specialist equipment is necessary.

**Specialist Rescue:** if a specialist vehicle (e.g. 4WD) or specialist equipment (e.g. crane) is required, We will recover the Vehicle at Your cost.

**Taxi/Ride-hail for any urgent need:** if the Vehicle is towed and You are unable to travel in the recovery vehicle, We will provide one single Taxi/Ride-hail ride up to \$80 (incl. GST).

**Lack of Fuel:** if the Vehicle runs out of fuel, We will provide sufficient petrol or diesel fuel (up to 10 litres per occasion, up to 2 occasions per year) or tow the Vehicle to the nearest petrol station up to 50 km. If You have an LPG fueled vehicle, We will tow the Vehicle to the nearest petrol station up to 50 km.

**Electric Vehicle out of Charge:** We will tow the Vehicle to the nearest charging point, the nearest Authorised repairer or Your Home, whichever is the closest up to 50 km.

### **F.1.3 Key Recovery**

If the Vehicle is Immobilised because the key is stolen, lost, damaged, malfunctioning or left inside the Vehicle, We will organise one single Taxi/Ride-hail ride to enable the spare key to be collected up to a value of \$80 (incl. GST).

If the key is locked in the Vehicle, the attending technician or locksmith may gain access to the Vehicle (once a consent and indemnity form has been signed by You. We may also ask for proof of ownership prior to providing this service) to retrieve the key. We will provide for a locksmith up to a value of \$100 (incl. GST). If We are not able to gain access, the services and limitations of storage and towing under Section F.1.2 Towing & Recovery will apply.

## G. Limitation of Liability

In the event of an emergency, call 000. We are not an emergency services provider.

We cannot provide any services in circumstances which may contravene applicable laws in the relevant state or territory in Australia.

We will only be liable for the assistance services which we provide under these terms and conditions. AWP will take reasonable steps to ensure that its service providers provide services in accordance with these terms and conditions, to the maximum extent permitted by applicable laws.

Neither party is liable for any failure to perform any obligation under these terms and conditions due to an unforeseeable event beyond a party's reasonable control including:

- ionizing radiation or radioactive contamination from any nuclear fuel or the nuclear waste arising from burning nuclear fuel;
- radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment;
- machine explosion;
- war (whether war be declared or not), invasion, acts of foreign enemies, terrorism, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, riot, popular movements or civil commotion, sabotage;
- pandemic, epidemic, severe weather including hail, storm, lightning, cyclone, hurricane, excessive rain, sleet, snow or wind or other similar event or natural disaster (whether declared or not) such as bushfire, drought, heatwave, flood, earthquake, landslide, volcanic eruption or tsunami; and
- embargo, economic sanctions, industrial action including strikes, seizure or constraint by public force or government restriction.

## H. Exclusions and Limitations

The JAX Tyres & Auto Roadside Assistance membership does not include any of the events stated in this Section H.

We will not be obliged to assist You in the event of a request for assistance caused by, arising from or in connection with the following:

- costs incurred by You without Our prior agreement or costs which are not specified as being paid by Us under these terms and conditions;
- costs that You have incurred before the included Event occurred;
- any costs where You have not provided Us with evidence that You have incurred those costs;
- You organising any of the services detailed in these terms and conditions without first receiving authorisation from Us and an incident number;
- the use of drugs or narcotics not prescribed by a medical practitioner or the abuse of alcohol;
- Your acts of fraudulence, negligence or dishonesty;
- the Immobilisation of the Vehicle outside the Service Area or the membership period;
- the Immobilisation of the Vehicle during an event, race or motorised competition (or its tests) while You are a competitor in that event;
- costs of replacement parts unless specified as being paid by Us under these terms and conditions;
- costs that would normally be payable by You, such as fuel or toll charges except where specified in these terms and conditions as being paid by Us;
- costs for specialist rescue or costs incurred by Us where the Immobilisation of the Vehicle occurred on a road that is not a public road and the Vehicle is not accessible using our standard recovery equipment unless specified in these terms and conditions;
- the Vehicle not being kept in a roadworthy condition or not being serviced according to the manufacturer's recommendations. If there is a dispute about the extent of servicing, we reserve the right to request proof of servicing;
- Immobilisation of the Vehicle as a result of a product safety recall;

- the Vehicle is Immobilised in a workshop undergoing repairs or is undergoing mechanical or electrical repairs at Home;
- You not having fixed a fault that was the subject of a previous callout in the last 28 days. It is the members responsibility to carry out a permanent repair as soon as possible after We provide any temporary repairs at the breakdown location;
- failure by You to comply with applicable laws in Australia;
- failure by You to comply with reasonable instructions provided by Us or Our service providers;
- Cyber-attack; or
- hitchhikers.

## **I. General Provisions**

### **I.1 TRANSFER OF MEMBERSHIP**

The membership is fully transferable to the new owner of the Vehicle at any time during the membership period. Please contact us on the telephone number indicated on the last page. The new owner will receive Roadside Assistance for the remainder of the membership period.

### **I.2 JURISDICTION**

The governing law of this roadside assistance is the laws of Queensland, Australia. Any legal proceedings in relation to roadside assistance may be raised by either party in a court of competent jurisdiction in Australia. All communications and documentation in relation to this roadside assistance will be in English.

### **I.3 COMPLAINTS**

If you are dissatisfied with our services in any way, please contact us and we will attempt to resolve the matter in accordance with our internal complaint's procedures. You can contact us to make a complaint via the details below:

#### **Allianz Global Assistance**

- 1800 010 536
- [contactcentrecomplaints@allianz-assistance.com.au](mailto:contactcentrecomplaints@allianz-assistance.com.au)

## I.4 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.

## I.5 PRIVACY

**We collect your personal information:** Your privacy is important to us. To offer, quote, and provide you with our products and services, we, namely AWP Australia Pty Ltd ABN 52 097 227 177 trading as 'Allianz Global Assistance', collect, store, use, and disclose your personal information including sensitive information. We usually collect it directly from you but sometimes from others such as motor dealers and vehicle providers, our agents, vehicle hire companies, vehicle manufacturers, and towing contractors. We are responsible for ensuring your personal information is used and protected in accordance with applicable laws including the Privacy Act 1988. Personal information we collect includes your name, address, date of birth, email address, motor vehicle registration and vehicle identification number, vehicle owner details, and sometimes your 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.

**Uses and Purposes of collection:** We use your personal information primarily to offer, quote, and provide our products and services (including renewals) including roadside assistance, and other assistance services. We also use it to manage your and our rights and obligations in connection with any such products and services you have obtained or about which you have inquired. For instance, we use it to contact tow truck providers, roadside assistance providers, and others with whom we engage to provide roadside assistance services to you. We may also use it for product development, marketing (where permitted by law or with your consent), customer data analytics, research,

IT systems maintenance and development, recovery against third parties, investigations into suspected fraud or other unlawful activities, liaison with other insurers and insurance reference bodies, and for other purposes where permitted by law. We do not use sensitive information for marketing purposes or provide that information to any third parties for marketing.

**Disclosure to third parties:** Your personal information may be disclosed to others depending upon the particular circumstances, such as to third parties who assist us to carry out the above activities under the 'Uses and Purposes' heading above, both inside and outside of Australia. This includes claims management providers, insurers, investigators, roadside assistance and towing providers, vehicle manufacturers and dealers, overseas data storage (including 'cloud' storage) and data handling providers, legal and other professional advisers, your agents and vehicle manufacturer or provider, insurance reference bodies in the case of suspicious claims or credit card transactions, and our related and group companies including Allianz Australia Insurance Limited. Some of these persons and entities to whom we may disclose your personal information, assist us to provide our products and services and to improve our business, and may be located in overseas countries including in Europe, the UK and Ireland, Asia, and other countries where Allianz Group has a presence. We also, where necessary, may disclose your personal information to Government Departments as well as to regulatory bodies.

**Promotional material:** 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 with such offers, you can withdraw your consent at any time by calling us on 1800 023 767 or by contacting us – see below.



**Providing us with personal information of others:**

When, in connection with one of our products or services you provide personal information to us about another person or you receive personal information from us about another person (such as when you are the primary person entitled to roadside assistance but another person is driving your vehicle), we rely on you to have first obtained the other person's consent for you to provide and receive their personal information, and we rely upon you to make them aware of the matters set out in this Privacy Notice. If you don't have the person's consent, you must inform us.

**Your right to access:** You may also seek access to your personal data and ask us to correct and update it. See the link below to the Allianz Partners Privacy Policy for further details.

If you have a request for access or a complaint concerning our handling of your personal information, please contact:

**Privacy Officer, Allianz Partners, 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 the Allianz Partners 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](http://www.allianz-assistance.com.au) and click on the Privacy & Security link in the footer.

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. In cases where we cannot comply with your request concerning your personal information, we will give you reasons why.





## How To Contact Us

### **Need help?**

Call us on **1300 848 088**

### **Please have the following information ready:**

- the Vehicle registration number
- the exact location of the Vehicle
- a contact telephone number
- a description of the problem

Please stay with the Vehicle if it is safe to do so. If We arrive at the breakdown location and the Vehicle is unattended, We may be unable to carry out any work and payment may be required for any subsequent callouts to assist with the same incident.

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