



Emergency Home Assistance (EHA) Program

Terms & Conditions

This brochure contains the terms and conditions of EHA Program.

Effective 11/2020

**Experienced an EHA Event?
Call 1800 758 350 for 24 hour
emergency assistance**

Allianz Global Assistance Emergency Home Assistance (**EHA**) is provided by AWP Australia Pty Ltd (ABN 52 097 227 177), trading as Allianz Global Assistance (**AGA**) of Level 16, 310 Ann Street, Brisbane, Queensland 4000. 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 12 month 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.

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, or to another property you own or rent.

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 The Membership will end on the End Date. Before that, the Membership ends when the Origin Energy Plan ends.

11. 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.

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 758 350.

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 AWP Australia Pty Ltd trading as Allianz Global Assistance.

Authorised Person

Means a person who is nominated by the Member to AGA to act on the Member'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 that is 12 months after the Start Date or the date that the Member cancels their Membership or their Origin Energy Plan, whichever occurs first.

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 the owner or tenant of the Nominated Property who is named on the Origin Energy Plan. If the Member is not the owner, the Member must have the permission of the owner to undertake Make Safe Procedures.

Membership

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

Membership Period

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

Nominated Property

Means the Residential Property which is owned or rented by the Member and which is named as the address on the Origin Energy Plan.

Non-Residential Property or Non-Residential Properties

Means any property that is not a Residential Property.

Origin Energy Plan

Means the Origin electricity plan under which your membership to the EHA Program was provided with.

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 start date of the Member's Origin Energy Plan.

Utility Providers

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