



# mi-bike Roadside Assistance

## Terms and Conditions

mi-bike Roadside Assistance offers reliable and secure roadside assistance 24 hours a day, 365 days a year. To access mi-bike Roadside Assistance, simply call us on 1800 010 079. 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 motorcycle registration number
- A description of the problem.

## Who is the Roadside Assistance provider?

Roadside Assistance under your mi-bike Roadside Assistance membership is provided by AWP Australia Pty Ltd ABN 52 097 227 177 trading as ‘Allianz Global Assistance’. Whenever you request Roadside 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 motorcycle must be a roadworthy well-maintained motorcycle.

If your motorcycle 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 motorcycle has a pre-existing condition requiring assistance.

The service fee is \$100.00 (inc. GST) and is charged in addition to your annual membership fee. 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 motorcycle

Once a roadside service provider has been called, it is important that you remain with your motorcycle if it is safe to do so. Should we arrive at the scene of the breakdown and the motorcycle 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 motorcycle for safety reasons, please advise the customer service assistant at the time of the initial call and we will liaise with you for the purposes of being able to provide assistance.

## Tele-Assist

Once our customer service assistant receives your call, we will provide general advice about the operation of your motorcycle. If your motorcycle is immobilised, we will provide an over the phone diagnosis (where possible) to get your motorcycle mobilised.

## Roadside assistance

If our customer service assistant is unable to get your motorcycle 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 motorcycle, test the battery for performance, jump start the flat battery or transport the motorcycle to the nearest authorised repairer if required (subject to the towing/ transportation limits).

### Lack of fuel

If your motorcycle runs out of fuel, we will provide sufficient petrol (to a maximum of 10 litres) for you to travel to the nearest available petrol station or tow your motorcycle to the nearest petrol station up to 50 kilometres from the breakdown location. This service is limited to two (2) incidents per calendar year.

### Other fuel

In the event the fuel in your motorcycle becomes frozen, you add the wrong fuel to your motorcycle, or if your fuel is polluted, towing to the nearest authorised repairer will be coordinated at your cost.

### Flat tyres

If you find yourself with a flat tyre, we will transport the motorcycle to an approved tyre outlet or nearest authorised repairer up to 50 kilometres from breakdown location, whichever is the nearest.

### Lost keys

If you lose your keys, we will provide all reasonable assistance (subject to proof of ownership shown) to:

- Transport your motorcycle to the preferred repairer up to 50 kilometres from the breakdown location
- Arrange for the driver to retrieve the spare key, if this is more practical (a Taxi/Ride-Hail limit of \$80.00 (inc. GST) applies to this benefit).

### Towing/transportation

If your motorcycle has had a breakdown, cannot be mobilised at the breakdown location and/or requires electronic diagnosis, we will deliver your motorcycle to an authorised repairer, or your preferred repairer up to 50 kilometres from breakdown location. If the breakdown has occurred after business hours, we will arrange for your motorcycle to be stored at a secure facility and delivered to an authorised repairer the morning of next day.

### Accident coordination

Following an accident, we will coordinate towing arrangements. 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 motorcycle

We will, at your cost, attend and recover your motorcycle 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.

### Taxi/Ride-Hail

If your motorcycle cannot be mobilised due to a breakdown and must be transported to the nearest authorised repairer, we will provide one Taxi/Ride-Hail/Ride-Hail ride per incident to a maximum value of \$80.00 (inc. GST) so you and your passenger can follow the tow truck to the repairer.

### Emergency accommodation

If your motorcycle is immobilised by a breakdown, cannot be repaired the same day and you are more than 100 kilometres from your home, we will provide up to three (3) nights of accommodation up to the value of \$100.00 (inc. GST) per night (room cost only) should you decide to remain with your motorcycle 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 motorcycle has been repaired.

### Car rental

In addition to the three (3) nights emergency accommodation, we will provide a rental vehicle for up to three (3) days up to the value of \$100.00 (inc. GST) per day should your motorcycle be immobilised by a breakdown, cannot be repaired the same day and you are more than 100 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 relocation fees, any damage and any excess or insurance waivers on the rental vehicle. If you do not take up the option of emergency accommodation and elect to continue your journey whilst your motorcycle is being repaired, we will provide a rental vehicle for up to five (5) days up to the value of \$100.00 (inc. GST) per day.

### Alternative transportation

Should hotel accommodation or a rental vehicle be unavailable following the immobilisation of your motorcycle due to a breakdown, when the motorcycle cannot be repaired the same day and you are more than 100 kilometres from your home, we will transport you and your passenger to your home or to your intended destination. A benefit limit of \$300.00 (inc. GST) applies per incident. Any amounts charged in excess of this will be at your cost.

### Motorcycle relocation

Motorcycle relocation will be provided where your motorcycle has a breakdown more than 100 kilometres from your home. If you have left the motorcycle to continue your journey, motorcycle relocation will be provided to deliver the motorcycle, 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 100 kilometres. A limit of \$200.00 (inc. GST) applies to this benefit.

## Exclusions and limitations

To be eligible for mi-bike Roadside Assistance, your motorcycle must be registered, well maintained and roadworthy.

The benefits provided by mi-bike Roadside Assistance do not extend to the following but can be provided at your cost:

1. The motorcycle being unattended;
2. Costs for parts, labour and any other associated costs for repair of your motorcycle, unless these are covered under a statutory warranty;
3. Costs incurred by You without Our prior agreement (such agreement not to be unreasonably withheld) or costs which are not specified as being paid by Us under these terms and conditions;
4. Costs that You have incurred before the included Event occurred;
5. Any costs where You have not provided Us with evidence that You have incurred those costs;
6. You organising any of the services detailed in these terms and conditions without first receiving authorisation from Us and an incident number;
7. The use of drugs or narcotics not prescribed by a medical practitioner or the abuse of alcohol;
8. Your acts of fraudulence, negligence or dishonesty;
9. Costs of replacement parts unless specified as being paid by Us under these terms and conditions;
10. 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;
11. Repeated service calls (at least five per year relating to the same type of fault) due to member related faults, for example where you have repeatedly run out of fuel or locked/ lost your keys.
12. Costs for specialist rescue or costs incurred by Us where the Immobilisation of the motorcycle occurred on a road that is not a public road and the motorcycle is not accessible using our standard recovery equipment unless specified in these terms and conditions;

13. The motorcycle not being kept in a roadworthy condition or not being serviced according to the manufacturer's recommendations. We reserve the right to request proof of servicing;
14. Immobilisation of the motorcycle as a result of a product safety recall;
15. The motorcycle is immobilised in a workshop undergoing repairs or is undergoing mechanical or electrical repairs at Home;
16. You not having fixed a fault that was the subject of a previous callout in the last 28 days. It is Your responsibility to carry out a permanent repair as soon as possible after We provide any temporary repairs at the breakdown location;
17. Failure by You to comply with applicable laws in Australia;
18. Failure by You to comply with reasonable instructions provided by Us or Our service providers;
19. Hitchhikers;
20. Your motorcycle being located outside of a service area or in a restricted access area;
21. The motorcycle being unregistered;
22. Your motorcycle being immobilised due to inappropriate maintenance, repair or use; caused intentionally or by negligence on the part of the owner, the rider or any third party;
23. Your motorcycle being operated as a rental or hire motorcycle;
24. The Immobilisation of the motorcycle during an event, race or motorised competition (or its tests) while You are a competitor in that event;
25. Accident damage, or damage caused where a rider has lost control of the motorcycle causing damage to the motorcycle, or third party property or persons
26. Breakdown caused by fitment of non-genuine manufacturer's parts or accessories;

## 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.

## 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.

## Transfer and cancellation of membership

Your membership is fully transferable to the new owner of the motorcycle at any time during the membership period. Please contact us on **1800 010 079**. You can cancel the membership at any time. If You have not used any of the roadside assistance services, We will refund Your membership fees on a pro rata basis. Call us on the number indicated on the last page to request a refund. Please note that we will decline the request for a refund if You have used any of Our roadside assistance services.

## 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 complaints 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)

## 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 VIN 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](mailto: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.

## Definitions

In these terms and conditions, the following words have the following meanings:

**Accident:** a motorcycle damaged by impact or collision of any nature, by vandalism, or by theft or attempted theft or break in to the motorcycle.

**Authorised repairer:** a mi-bike dealership, a servicing dealer or a repairer that has been authorised and approved by mi-bike to undertake workshop repairs to the motorcycle, 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) except where otherwise stated in these terms and conditions and all repairs and costs are your responsibility.

**Breakdown:** mechanical or electrical fault which has caused the motorcycle 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.

**Mi-bike:** Yamaha Motor Australia, 489-493 Victoria St, Wetherill Park NSW 2164.

**Minor breakdown repairs:** minor repairs of an immobilised motorcycle (including components up to a cost of \$20.00 (inc. GST)) to facilitate the immediate mobilisation of the motorcycle. It does not include workshop repairs which may require diagnostic equipment or parts or repairs and does not include servicing of motorcycles.

**Mobile or mobilised:** means moving or capable of moving using the motorcycle's own power, as intended by the manufacturer when operating normally and not in need of assistance. "Immobile" and "immobilised" have the corresponding meaning.

**Motorcycle:** your nominated motorcycle registered on our roadside assistance system.

**Pre-existing condition:** any condition or defect requiring assistance (including callout assistance) or which generates assistance to be required which you know about or should have known about 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, and concerts).

**Roadworthy well maintained motorcycle:** maintained motorcycle that is mechanically sound and otherwise fit to be operated and ridden on Australian roads. The motorcycle 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 motorcycle manufacturer's recommended standards and specifications set out in the motorcycle service booklet and instruction manual.

**Service area:** an area or location with made roads in mainland Australia, Tasmania, Phillip Island, North Stradbroke Island, Moreton Island, Fraser Island, Bribie Island or Kangaroo 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.

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

**We or us or our:** Allianz Global Assistance, our employees, agents, contractors, and related companies.

**You or your:** the mi-bike Roadside Assistance member.

## How to contact us

Need help? Call us on **1800 010 079**

Please have the following information ready:

- Your name and telephone number
- Your breakdown location (stating the nearest cross street where possible)
- Your membership number and expiry date
- Your motorcycle registration number
- A description of the problem.

Please stay with the Motorcycle if it is safe to do so. If We arrive at the breakdown location and the Motorcycle 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.