

HARLEY ASSIST

ROADSIDE ASSISTANCE

Terms and Conditions

Harley Assist has been designed by Harley-Davidson to give you, our customer, premium Roadside Assistance support throughout Australia no matter when you need us.

Harley Assist is provided by Allianz Global Assistance, Australia's internationally recognised provider of premium Roadside Assistance services. With the support of the Harley- Davidson dealer network, Allianz Global Assistance ensures your motorcycle is looked after by qualified technicians as described in these terms and conditions.

Harley Assist offers reliable and secure roadside assistance 24 hours a day, 365 days a year. To access Harley Assist simply call us on 1800 098 834.

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 Harley Assist membership number and expiry date
- Your motorcycle registration number
- A description of the problem

Who is the Roadside Assistance Provider?

Roadside Assistance under your 12 month Harley Assist 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 motorcycle 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 registered, well maintained and of sound mechanical and roadworthy condition. If your motorcycle is not registered, well maintained and of sound mechanical and roadworthy condition, 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 motorcycle must be mobile at the time that your membership commences. If your motorcycle is not mobile, a service fee is charged when a new roadside assistance policy 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 premium. 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 policy for pre-existing conditions and/or for any incident that occurs within the initial 48 hours from purchasing your policy. Note, the standard limits set out in these terms and conditions (such as for towing) also apply. We will inform you of any extra costs that may be incurred at or after the time of the call out.

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.

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 Harley-Davidson dealer if required (subject to the towing/transportation limits).

Emergency fuel

If your motorcycle runs out of fuel, we will provide sufficient fuel (to a maximum of 5 litres) for you to travel to the nearest available petrol station.

Flat tyres

If you find yourself with a flat tyre, we will transport the motorcycle to an approved tyre outlet or Harley-Davidson dealer. Towing is provided up to the towing limits specified below.

Lost 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 rider to retrieve the spare key, if this is more practical.

In all other situations where the key is not available, we will arrange to transport the motorcycle to a Harley-Davidson dealer. We will not be responsible for any damage incurred, or for any repair costs that result from moving the motorcycle while it is locked. A limit of \$200.00 (inc. GST) applies to this benefit. All additional costs are your responsibility.

Towing/transportation

If your motorcycle cannot be mobilised at the breakdown location, we will deliver your motorcycle to the nearest Harley-Davidson dealer. If the breakdown has occurred after business hours, we will arrange for your motorcycle to be stored at a secure facility and delivered to the dealer the next working day. Towing is limited to a maximum value of \$1500.00 (inc. GST) per incident. Please note that all additional towing costs are your responsibility.

Taxi

If your motorcycle cannot be mobilised due to a breakdown and must be transported to the nearest authorised repairer, we will provide one (1) taxi ride per incident, to a maximum value of \$150.00 (inc. GST) to continue your journey to the nearest town or within the same city where the breakdown occurred.

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 motorcycle

We will 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. Should specialist equipment and/or towing become necessary, services may be provided at our discretion, but all additional costs will be your responsibility.

Emergency accommodation

If your motorcycle is immobilised by a breakdown for more than 24 hours and you are more than 100 kilometres from your home, we will provide up to ten (10) nights accommodation up to the value of \$150.00 (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 cannot be used in conjunction with car rental and will stop once your motorcycle has been repaired.

Car Rental

We will provide a rental vehicle for up to ten (10) days up to the value of \$99.00 (inc. GST) per day should your motorcycle be immobilised by a breakdown for more than 24 hours 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 damage and any excess or insurance waivers on the rental vehicle. This benefit will stop once your motorcycle has been repaired.

Alternative transportation

Should hotel accommodation or a rental vehicle be unavailable following the immobilisation of your motorcycle due to a breakdown (for more than 24 hours) and you are more than 100 kilometres from your home, we will transport you and your pillion passenger to your home or to your intended destination up to the value of \$2000.00 (inc. GST) per incident. Any amounts charged in excess of this will be at your cost.

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 motorcycle. 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.

Cancellation or rebooking of travel arrangements

Following a motorcycle 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.

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.

Assistance services

All Roadside Assistance services will be arranged by Harley Assist. Should you arrange any of these services directly, you may not be reimbursed for these expenses.

Exclusions

To be eligible for Harley Assist, your motorcycle must be registered, well maintained and of sound mechanical and roadworthy condition.

The benefits provided by Harley Assist 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. your motorcycle is located outside of a service area or in a restricted access area;
4. the motorcycle being unregistered;
5. your motorcycle is 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;
6. your motorcycle is operated as a rental or hire motorcycle;
7. the motorcycle being involved or connected to any form of motor sports (including riding on a racetrack or competing in organised road or off-road rallies);
8. 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;
9. breakdown caused by fitment of non-genuine manufacturer's parts or accessories;
- 10.excessive use of Harley Assist due to lack of regular preventative maintenance, or numerous call outs due to owner/driver related faults or non-compliance to rectify any recurring faults.

Transferring your 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 098 834. 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 motorcycle damaged by impact or collision of any nature, or by attempted or successful theft or break in to the motorcycle.

breakdown: mechanical or electrical fault which has caused the motorcycle to be immobilised or become unsafe to ride (whether in transit or

otherwise). Breakdown can also include a flat tyre, flat or faulty battery, a motorcycle which has run out of fuel or keys which have been 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.

dealer: means a Harley-Davidson authorised dealer, service facility or agent as nominated by us.

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

mobile or mobilised: means moving or capable of moving using the motorcycle's own power and as intended by the manufacturer when operating normally. "Immobile" and "immobilised" have the corresponding meaning.

motorcycle: means a Harley-Davidson® motorcycle registered on the Harley Assist program

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).

service area: an area or location 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. 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.

sound mechanical and roadworthy condition: a 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.

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

you or your: means the owner of the motorcycle as registered on the Harley Assist program, or the authorised rider of your motorcycle.



HARLEY® ASSIST

1800 098 834

24 HOURS A DAY