

AVIDA RV HELP PRODUCT DISCLOSURE STATEMENT

ARTICLE 1

DEFINITIONS

1.1 "Accident" means a collision between the Customer's Vehicle and another Vehicle or object or an attempted break in or theft of the Vehicle.

1.2 "Authorised Repairer" means a AVIDA Dealer, servicing dealer or repairer which has been authorised by Avida RV Help to perform temporary repairs to mobilise the Vehicle after a Breakdown

1.3 "Breakdown" means a mechanical or electrical failure, which causes the Vehicle to be immobilised or renders it unsafe to drive, provided this is not occasioned by attempted theft or Accident related damage. A Breakdown may also mean a driver-related incident including, but not limited to, basic call outs such as a deflated tyre, locked or lost keys, insufficient fuel, or flat battery.

1.4 "Case" means a call received by Avida RV Help from a Customer and the event has been entered into the system.

1.5 "Contractor" means a company or contractor assigned by Avida RV Help to effect roadside assistance repairs, towing, transport and/or recovery of a Vehicle.

1.6 "Customer" means the driver of a Vehicle registered under the Program and authorised to drive the Vehicle by the owner and is duly licensed to drive the Vehicle under the relevant provisions, laws and regulations of Australia.

1.7 "Customer Records" means all records held by or in control of Avida RV Help relating to the provision of Services provided by Avida RV Help to Avida RV Help Customers including Customer and Vehicle lists, Customer addresses and phone numbers, details of Vehicle registrations and other information and records which are used for the provision of the Services.

1.8 "Program" means the program of assistance Services to be provided by Avida RV Help to the Customer.

1.9 "Recovery" means the relocation of the Vehicle by a towing operator or Vehicle transport company (road or rail) of the Vehicle back to an AVIDA authorised repairer, or intended destination as deemed appropriate by Avida RV Help.

1.10 "Repairer" means a place of business where the vehicle is taken following a breakdown where towing is required.

1.11 "Services" means those services set out in Article 3 of this Agreement.

1.12 "Service Area" means an area in mainland Australia, Tasmania, Phillip Island, New Zealand and any other area that is trafficable by a two-wheel drive recovery vehicle or an island that is accessible by a two-wheel drive vehicular bridge (excludes ferries). This excludes any area that would be serviced by an off road recovery case.

1.13 "Tow / Transport" means that the Vehicle will be towed or transported by the most appropriate equipment available to Avida RV Help, dependent on the services available, the location of the



Vehicle and the time that the Breakdown occurs.

1.14 "Vehicle" means any duly registered motor vehicle (excluding Vehicles greater than 12.5 Tonnes, Taxis, Rental or Hire Vehicles) being used by the Customer and covered under the program, and complying with the relevant provisions, laws and regulations for road worthiness and use.

ARTICLE 2

GENERAL

1.1 Avida RV Help shall offer to its Customers a variety of breakdown assistance services. Customers can call a single 1800 number (1800 784 357) 24 hours, 365 days per year.

ARTICLE 3

SERVICES TO BE PROVIDED

3.1 Avida RV Help shall provide the Services twenty-four (24) hours, seven (7) days a week to Avida RV Help Customers in Australia and New Zealand. Avida RV help's obligation to provide any of the Services shall be upon Avida RV Help's ability to confirm the Customer's eligibility for these Services.

3.2 Avida RV Help operations coordinators will be available by telephone on a toll-free or collect call basis, at its Call Centre answering in English twenty-four (24) hours a day, seven (7) days a week in the provision of the Services for Customers in Australia and New Zealand

3.3 The Services to be provided by Avida RV Help under this policy consist of the following:

3.4 AVIDA Roadside Assist — Benefits and Entitlements

3.4.1 Roadside Assistance – Avida RV Help will rectify, where it is possible and safe to do so, most common Breakdown related problems including inflation of a flat tyre, replacement of a flat tyre with the Vehicle's serviceable spare and jump-starting of a flat battery. Customer is liable to costs associated with parts.

3.4.2 Minor Roadside Repairs – Avida RV Help will carry out minor Breakdown related repairs where it is possible and safe to do so at the roadside. However, if major parts or factory diagnostic equipment are required, the Vehicle will be transported to the nearest authorised repairer within the towing limits set out in clause 3.9.7.

3.5 Technical Advice - Telephone technical advice will be provided in relation to the Vehicle operation, any safety warnings or lights that may appear or technical and mechanical information regarding the Vehicle. House including, awning slide outs, stove tops, lights, toilet function and other house related items are not covered under the policy.

3.6 Battery and Parts Replacement — Avida RV Help will cover the cost of any labour used to facilitate the roadside repair minor failures, including the replacement of the battery if required. The Customer will be responsible for the cost of the battery.

3.7 Emergency Fuel – Avida RV Help will arrange for the delivery of an emergency supply of fuel where able to and where government regulations permit. Regular requests will be reviewed and may be denied.



3.8 Key Replacement, Locksmith Service or Courier Service - Where the key has been lost or stolen, or has been locked inside the Vehicle, Avida RV Help will either arrange for the Customer's spare key to be delivered to the Customer, arrange for the Customer to retrieve the spare key, or arrange for a locksmith to attend. The customer will pay the provider at the roadside when the service is completed and will be reimbursed by Avida RV Help for costs up to \$250 including GST relating to this service. 1800 78 4357

In the event the Customer insists the Vehicle be broken into to recover keys locked inside the Vehicle, neither Avida RV Help nor the Contractor will, under any circumstances, be responsible for any loss or damage that occurs to the Vehicle as a result. Due to contractor limitations, this service may not be available in all cases. The Customer will be responsible for any costs more than \$250 including GST incurred in the provision of this service.

3.9 Towing – Avida RV Help will transport the Vehicle to the nearest Authorised Repairer up to two hundred kilometres (200km) from the breakdown location. Customer cannot advise to be towed to another repairer that is further away than nominated repairer by Avida RV Help. Customer is responsible for any costs associated with tow more than 200kms.

3.10 Tow vehicle with caravan is entitled to towing benefits set in 3.9 Tow vehicle must be towing nominated caravan at time of breakdown. Applies to Caravan policy holders only. No other tow vehicle is entitled to tow benefits set in 3.9.

3.11 Emergency Taxi Transport- Where Avida RV Help has been contacted to arrange Breakdown assistance and tow, and subject to agreed guidelines based on the Customer's circumstances, Avida RV Help may at its sole discretion arrange and provide taxi transport. Where Avida RV Help elects to provide this assistance, Avida RV Help will be responsible for costs up to \$100.00 including GST per event. The emergency taxi transport benefit is only available when the immobilised Vehicle is more than 100km from the customer's home address.

3.12 Accommodation Assistance- Avida RV Help will provide accommodation for the Avida RV Help Customer for up to a maximum of five (5) nights to a maximum value of \$150.00 inclusive of GST per night. The Customer is responsible for any costs above this amount and any costs incurred including those relating to meals, telephone calls, sundries etc. The accommodation assistance benefit is only available when the immobilised Vehicle is more than 100km from the customer's home address and when towing has been provided. Accommodation entitlements cease once the Vehicle has been repaired or exceeded the maximum benefit. Whichever comes first.

3.13 Rental Car Assistance- Avida RV Help will supply a rental car for the Customer for up to a maximum of seven (7) days at maximum value of \$100.00 per day inclusive of GST. Rental car entitlements cease once the Vehicle has been repaired or exceeded the maximum benefit. Whichever comes first.

The Customer will be responsible for all fuel costs, excess kilometre charges, toll fees, insurance waivers, excess and damage claims payable on the rental car.

The rental car benefit is only available when the immobilised Vehicle is more than 100km from the customer's home address and when towing has been provided.

3.14 Alternative Travel- If, following a breakdown, the vehicle cannot be repaired and or mobilised on the same day, and neither accommodation or a rental car is available, Avida RV Help will arrange, where possible, alternative transport for the Customer and any passengers travelling in the vehicle to return home or to their intended destination. This is limited to a total of \$750.



3.15 Vehicle Recovery Assistance- Where the vehicle has been repaired after a breakdown, Avida RV Help can arrange and provide delivery of the vehicle to the customers home or intended destination, all costs associated with the vehicle recovery will be the responsibility of the customer.

ARTICLE 4

REQUEST FOR ASSISTANCE

4.1 In case of assistance, the Customer or his representative shall call the AVIDA Roadside Assistance or AVIDA RV Help line on 1800 78 4357.

The Customer shall give the Avida RV Help operator the following details to validate the policy.

a) The name of the Customer, the registration, and the serial number and or VIN number of the Vehicle.

- b) The name of the place and if possible, the telephone number where Avida RV Help can reach the Customer or his representative.
- c) A brief description of the emergency and of the nature of the help required.

4.2 The Customer is to wait by the Vehicle after contacting Avida RV Help as Avida RV Help cannot provide assistance services at the site of the Vehicle Breakdown if the Customer is not in attendance.

ARTICLE 5

EXCLUSIONS

5.1 General Exclusions

Avida RV Help shall not be held responsible for and is not required to provide any Services where any of the following occur:

- a) Where the Vehicle has been modified for racing, trials, or rallying or any Accident or any claim for Service has arisen in respect of such races, trails, rallies or participation in such activities.
- b) Where the Vehicle is carrying more passengers or towing a greater weight than that for which it was designed as stated in the manufacturers specifications or arising from or connection with the improper, unauthorised, reckless, or negligent operation of the Vehicle or misuse of the Vehicle.
- c) Loss or damage directly or indirectly occasioned by or happening or in consequence of war, invasion, act of God, act of foreign enemies, hostilities whether war be declared or not, civil war, rebellion, insurrection, terrorism, military and usurped power, riot, or civil commotion or sabotage or any other events (whether falling into the same genus, species, class or category as the foregoing or not) beyond the control of the Customer or the person operating or having control of the Vehicle at the time of the Accident.
- d) Provision of Services outside Australia and New Zealand.



- e) Any person drives the Vehicle who does not hold a valid license issued by a competent authority.
- f) Mechanical Breakdown due to driver related damage or misuse of the Vehicle other than the four basics as defined in Article 3. In such cases, assistance will still be provided however the Customer will be responsible for all costs.
- g) The Vehicle has not been regularly serviced in accordance with the manufacturer's instructions.
- h) Avida RV Help shall not be held responsible for any damage to or theft of objects and accessories which are left in or outside the Vehicle.
- i) Avida RV Help will not be responsible for the cost of any Breakdowns resulting from unauthorised repairs or from faulty workmanship.
- j) Avida RV Help cannot provide assistance under this cover to Vehicles not accessible by a two-wheel drive recovery Vehicles.
- k) Avida RV Help is 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:
- I) The Vehicle not being registered on the Avida RV Help system where customer data is stored;
- m) The Vehicle being unregistered;
- n) The Vehicle being outside the Service Area; as per 1.12. d)
- o) The Vehicle being unattended;
- p) The vehicle being not located on a Gazetted public road

q) Bogged Vehicles are not covered. Should specialist equipment and/or towing become necessary the Customer will be responsible for all costs. Drivers will be advised of this condition before the service is provided and provision of this service is at Avida RV Help's discretion for areas accessible by a two-wheel drive vehicle and covered under 1.12.

r) Services provided 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);
- Vehicle accident or traffic congestion;

Avida RV Help have no obligation to pay for costs incurred in service calls where the Vehicle immobile in any location, while undergoing mechanical or electrical repairs. Avida RV Help are not responsible or liable for any costs arising from work carried out by an Approved Repairer, and all repairs and costs for repairs undertaken by the repairer is the Customers' responsibility.



ARTICLE 6

GEOGRAPHICAL SCOPE OF SERVICE

6 .1 The Services provided by Avida RV Help under this Agreement shall be available across mainland Australia, Tasmania, Phillip Island, New Zealand, and any other area that is trafficable by a two-wheel drive recovery vehicle or an island that is accessible by a two-wheel drive vehicular bridge (excludes ferries).

ARTICLE 7

REGISTRATIONS, RENEWALS AND PAYMENTS

- 7.1 Enquiries can be made through the Experience Team <u>experience@avidarv.com.au</u> Policy registrations and renewals are processed on the Avida Experience Hub <u>https://experience.avidarv.com.au/</u>
- 7.2 Payments are processed through the Avida Experience Hub

7.3 New and expired policies become active 48hrs after payment has been processed. Pre-existing breakdowns are not covered.

ARTICLE 8

CANCELLATIONS AND TRANSFERS

8.1 There are no refunds on cancelled policies. Cancellations must be advised to the Experience Team at Avida <u>experience@avidarvcom.au</u>

8.2 The policy remains with the vehicle. Transfers to new owner is permitted only for Avida and/or Avida/Winnebago branded vehicles.