

Home Emergency Assistance Service from MAPFRE ASSISTANCE

This document explains the terms and conditions of your Home Emergency Assistance Service from MAPFRE ASSISTANCE, the services that are provided, how to contact us should you require an emergency repair and your rights and obligations.

This is an important document and should be kept in a safe place, as it contains information that we will require you to confirm should you need to use our services.

Membership

When you purchase our Home Emergency Assistance Service, you become a Home Emergency Assistance Service Member and are entitled to the benefits included in the terms and conditions.

How to contact us

To request a Home Emergency Repair please call the Home Emergency Assistance Service helpline on 1800 144 499

The Home Emergency Assistance Service helpline is open **24 hours a day, every day of the year**

For customer services please call **1300 727 457**. The customer services line is open from **9am to 5pm Monday to Friday (excluding public holidays) Sydney time**.

Remember to call 1800 144 499 if you have a home emergency

Thank you for taking out Home Emergency Assistance Service Membership brought to you by MAPFRE ASSISTANCE. As a member, if the worst happens you'll be covered for up to \$350 per claim (including a maximum of \$50 for material or spare parts) and up to 5 claims per year. If you need help from a qualified tradesperson to deal with a home emergency, at any time of the day, just one simple call to our Home Emergency Helpline will get things moving fast.

Service Benefits

When you call us with a home emergency, you will speak directly to one of our specially trained agents. Our agent will first of all confirm your membership details, and will then instigate our emergency process in order to resolve your problem. It works like this:

- Our agent will take details from you of the type of emergency you have
- Our agent will advise you that they will source a qualified tradesperson to attend your home. Our agent will then source a qualified tradesperson
- Our tradesperson will call you within 20 minutes and confirm a time of arrival and to assess your emergency. We aim to be at your home within 1 hour.

- We will log all of the details of the emergency, which will be used to manage your emergency until the repair is completed

Our **process aims to** provide you with:

- **Re-assurance** through discussing your emergency with a fully qualified tradesperson and;
- **Convenience** - an arrival time agreed with our tradesperson to suit you

Guaranteed Workmanship

In addition to resolving your home emergency quickly and efficiently, all work carried out by our tradesperson, and all materials and spare parts they use, are guaranteed for 12 months.

You are entitled to access the benefits of your Home Emergency Assistance Service from MAPFRE ASSISTANCE 48 hours after you have purchased a Home Emergency Assistance Service Membership. For full details of your benefits, please refer to your Membership Terms and Conditions below.

Your Home Emergency Assistance Service from MAPFRE ASSISTANCE Membership Guide

Your Membership Benefits

MAPFRE Helpline	A specific appointment time is agreed between you and our tradesperson. Our tradesperson will understand your emergency before arrival and bring spare parts that may be required to resolve your emergency.
Plumbing & Drainage	Failure of, or damage to, the plumbing and drainage system resulting in: <ul style="list-style-type: none"> • burst or leaking pipes • a blockage in the toilet, pipes or drains • a burst tap or showerhead
Electrical	Complete power failure within your home causing blackout
Heating & Cooling	Broken primary heating and/or cooling system
Gas leaks	Internal or external gas leaks on your property as the result of damaged gas appliances or leaking gas pipe lines
Hot Water System	Broken or burst primary hot water system
Security	Damage caused to external doors, locks and windows that render your property insecure. Accessing your property if you lose your keys

We will pay up to \$350 per Emergency Response, including labour, materials/spare parts and GST to carry out a Home Emergency Repair (up to 5 emergency repaircallouts per year, including maximum material/spare parts cost \$50 including GST per Home Emergency Repair).

Please remember to read your terms and conditions. If you have any questions call us on the customer service number below.

Exclusions

As with all products of this type, Home Emergency Assistance Service from MAPFRE ASSISTANCE has certain exclusions. Please refer to your terms and conditions for full details.

For Customer Services call: 1300 727 457

To request an Emergency Response call 1800 144 499

MAPFRE ASSISTANCE Home Emergency Assistance Service Terms and Conditions

This is an important document – please read it carefully and keep it in a safe place

Your Membership

This document explains the Terms and Conditions of your Home Emergency Assistance Service Membership, and what will and will not be provided in return for the payment of your Membership Fee during your Membership Year. It also sets out all the conditions, limits of liability and exclusions that apply to your Home Emergency Assistance Service Membership.

Definitions

Alternate Representative – means the person nominated by the Member, giving the Alternate Representative express authority to make a Home Emergency Request(s) and be in attendance when a Home Emergency Repair is being carried out.

Approved Contractor – means a tradesperson authorised by us to carry out Home Emergency Repairs.

Cooling Off Period – means the period up to 48 hours from the date and time of purchase of your Home Emergency Assistance Service Membership, during which time you may cancel your Home Emergency Assistance Service Membership and receive a full refund on the Membership Fee that has been paid by you.

Exclusion Period – means a period of 48 hours from the Membership Start Date.

Home Emergency – means the result of a sudden and unforeseen incident at the Membership Property during the Membership Year which immediately:

- exposes the Member or a third party to an immediate risk to their health or safety or
- creates an immediate uncontrollable risk of loss or damage to the Membership Property or
- renders the Membership Property unfit for people to live in

Home Emergency Administrator – means Mapfre Insurance Services Australia Pty Ltd (“MAPFRE ASSISTANCE”).

Home Emergency Repair – means a Permanent Repair or a Temporary Repair at the Membership Property.

Home Emergency Repair Limit – means the maximum amount that will be paid by the Home Emergency Administrator for each Home Emergency Response. The maximum limit for each Home Emergency Response is \$350, within which there is a limit for materials and spare parts of \$50.

Home Emergency Assistance Service – means the annual home emergency assistance service membership scheme offered to eligible subscribers and arranged, distributed and managed by MAPFRE ASSISTANCE.

Home Emergency Assistance Service Membership – means the annual membership entitling the Member to the benefits of Home Emergency Assistance Service.

Home Emergency Request - means a request made by the Member for a Home Emergency Response in order for a Home Emergency Repair to be carried out at the Membership Property.

Home Emergency Response - means a Home Emergency Request that is approved by the Home Emergency Administrator for the assignment and dispatch of an Approved Contractor to carry out a Home Emergency Repair.

Mapfre Assistance - means Mapfre Insurance Services Australia Pty Ltd.

Make-Safe Measures - means the measures taken by us to make your Membership Property safe and secure, and minimise the possibility of further damage to your Membership Property.

Membership Fee - means the annual fee paid in advance for Home Emergency Assistance Service Membership.

Membership Property - means the property nominated at the time of purchase of the Home Emergency Assistance Service Membership, or as amended in accordance with these Terms and Conditions.

Membership Start Date - means 00.01 hours on the day after purchase of the Home Emergency Assistance Service Membership and payment of the Membership Fee.

Membership Year - means the annual period of membership commencing on the Membership Start Date.

No Access Visit - means a Home Emergency Repair that cannot be carried out due to the non-attendance at the Membership Property of the Member or their Alternate Representative when the Approved Contractor attends the Membership Property to carry out a Home Emergency Repair.

Permanent Repair - means a repair that restores an appliance, system or equipment to the working order that existed immediately prior to the Home Emergency at the Membership Property.

Temporary Repair - means a repair or Make-Safe Measure that will resolve a Home Emergency but will need to be replaced by a Permanent Repair at the Membership Property.

We, us, our - means MAPFRE ASSISTANCE, ABN number 71 140 219 594 located at Suite 1.04, 19 Harris Street, Pyrmont, NSW 2009, the Home Emergency Administrator.

You, Your, Member - means the person who is registered by us as being the holder of the Home Emergency Assistance Service Membership.

Nature of Service

1.1 Membership of our Home Emergency Assistance Service provides you with an Approved Contractor to carry out Home Emergency Repair(s) in your property for specific emergency events as follows:

- Plumbing and drainage emergencies
- Electrical emergencies
- Heating and cooling system emergencies
- Hot water system emergencies
- External doors, locks and glazing emergencies
- Gas leak emergencies
- Lock out emergencies

1.2 Subject to these Terms and Conditions, if you have a Home Emergency at your Membership Property, we will assign and dispatch an Approved Contractor to your Membership Property in order to assess the Home Emergency and carry out a Home Emergency Repair (a Home Emergency Response).

1.3 The number of visits a contractor has to make to complete a repair is unlimited, however the Home Emergency Repair Limit for a Home Emergency Response is \$350 including labour, spare parts and materials and GST per Home Emergency Response (the Home Emergency Repair Limit). Within the Home Emergency Repair Limit, the limit for materials and spare parts is \$50 including GST. In calculating the labour cost of a Home Emergency Response, we shall use the prevailing rates in force between **MAPFRE ASSISTANCE** (the Home Emergency Administrator) and the Approved Contractor.

1.4 For each Emergency Response, we will take all reasonable and practicable measures to eliminate the emergency situation and make your Membership Property safe and secure whilst minimising the risk of further damage to your Membership Property (Make-Safe Measures).

1.5 For each Emergency Response, our Approved Contractor will carry out a repair to prevent the continuation of the Home Emergency. At our sole discretion, this may be either a Permanent Repair or a Temporary Repair.

1.6 Where the cost of completing a Home Emergency Repair (whether a Permanent Repair or a Temporary Repair) exceeds the Home Emergency Repair Limit, you will be required to pay to us the difference between the Home Emergency Repair Limit and the total cost of the repair (as provided by our Approved Contractor) in advance of any work being carried out. You will have the option of whether to proceed or not. If you decide not to proceed, our Approved Contractor will not carry out any work (including a partial Home Emergency Repair) and will leave your Property.

1.7 Whilst we will make every endeavour to complete a Home Emergency Repair (whether a Permanent Repair or a Temporary Repair), there may be certain circumstances where this is not possible. Circumstances where a Home Emergency Repair may not be possible include:

- where the system, equipment or appliance is obsolete
- where specialist knowledge of the system, equipment or appliance is required which is outside of the knowledge that our Approved Contractor could be reasonably expected to have

- where trace and access to the source of the Home Emergency is not possible or practicable, due to the configuration of the Membership Property, or the positioning of walls, floors and ceilings
- where the damage has been caused by ingress of tree or plant roots

1.8 The method of delivery of our Home Emergency Assistance Service, including approving or rejecting a Home Emergency Request, the type of Approved Contractor required, selection of the Approved Contractor, the decision to carry out a Temporary Repair or a Permanent Repair, and the type of materials and spare parts used, is at the sole discretion of the Home Emergency Administrator.

1.9 Our Home Emergency Assistance Service is **NOT** :

- a replacement for home buildings or contents insurance. Our Home Emergency Assistance Service complements your household insurance by providing a service and benefits that are not normally available under such policies. We would recommend that you maintain household insurance appropriate to the value of your home and your possessions
- a preventative maintenance or general maintenance service
- an emergency rescue or disaster response service

Where you believe that an emergency situation exists that puts you or someone else in danger, or which could result in personal injury or serious damage to your or someone else's property, you should contact the appropriate public emergency or rescue service(s), or the appropriate utility, such as your gas or electricity supplier.

1.10 Where an Emergency Response requires the services of multiple Approved Contractors, each separate type of Approved Contractor shall be treated as a separate Emergency Response. For example an Emergency Response requiring the services of a Locksmith and a Glazier will be treated as two Emergency Responses.

2 Eligibility

2.1 Home Emergency Assistance Service Membership is for homeowners only, including landlords and managing agents where they have delegated authority from the homeowner. Tenants renting either privately or from public housing bodies can purchase a membership but should check with the landlord to see if the service is required.

2.3 Home Emergency Members can nominate one property (the 'Membership Property') per Home Emergency Assistance Service Membership. The property can be changed once during the Membership Year. The Exclusion Period will apply to each change.

2.4 Home Emergency Assistance Service Membership can only be purchased for the following property types:

- Houses
- Duplexes
- Flats
- Units
- Apartments

You may not purchase a Home Emergency Assistance Service Membership for the following types of property:

- Non-residential properties
- Properties used for commercial, retail, office, industrial, or professional purposes
- Properties used for commercial farming or agricultural purposes
- Portable, temporary or non-fixed dwellings such as caravans, trailers, campervans, recreational or other vehicles

3 Your benefits

3.1 You are entitled to five (5) Home Emergency Response(s) during your Membership Year.

3.2 Should you renew your Home Emergency Assistance Service Membership, any unused Home Emergency Responses are not carried forward into the next Membership Year.

3.3 If you use all your Home Emergency Response entitlement in a Membership Year, any further request(s) made by you or any other person for a Home Emergency Response under your Home Emergency Assistance Service Membership will be rejected. In these circumstances, we will provide the contact details of our Approved Contractor(s) who may be able to assist you. No liability will be accepted by us should you contract directly with one of our Approved Contractors for any type of work done whether within or without the scope of specific events as per section 1.1 above.

3.4 We will provide a 24 hour helpline for you to report your Home Emergency and raise a Home Emergency Request for a Home Emergency Response

3.5 On approval of your request, we will arrange for an Approved Contractor to come to your Membership Property and carry out an Emergency Repair that is immediately necessary to :

- Protect you against risk to your health
- Make your property safe and secure, and minimise the risk of further damage

3.6 We will coordinate with you and our Approved Contractor to agree a time for our Approved Contractor to visit your Membership Property to assess the emergency and carry out a Repair

3.7 We will provide an Emergency Response for Home Emergencies relating to :

Event or peril	Type of Home Emergency	Definition
Plumbing & Drainage	Burst or leaking pipe	Physical breakage of a pipe or joint, resulting in water leakage that is causing or is likely to cause significant property damage and significant water wastage
Plumbing & Drainage	A blockage in the toilet, pipes or drains	A blocked toilet, pipe or drain that prevents or stops water flow and causes overflow or back-up into

		the nearest outlet
Plumbing & Drainage	A burst tap or showerhead	Uncontrollable water flow as the result of a burst tap or showerhead, resulting in water leakage that is causing or is likely to cause significant property damage and significant water wastage
Electrical	Complete power failure within your home causing blackout	The power supply to the entire property has been disrupted (excludes blackouts on an area-wide basis)
Heating & Cooling Systems	Broken primary heating and/or cooling system	Total breakdown of the entire system or individual units, meaning the entire system or individual unit cannot be switched on or off, but excluding reduced function or efficiency. Failure of a remote control device only is excluded
Hot Water System	Broken or burst primary hot water system	Total breakdown of the entire system or a burst system resulting in water leakage that is causing or is likely to cause significant property damage and/or damage to or failure of the electrical system within the Property.
Gas Leak	Damaged gas pipe.	A leak in an internal or external pipe on the property.
Security	Damage caused to external doors, locks and windows that render your property insecure. Lock Out (i.e. where you have lost your keys and cannot gain access to your Property).	Where your personal safety or security of your property is at risk as a result of damage to an external door, external window or external lock such as broken glass, damaged locks (but excluding locks that are in the locked position and cannot be unlocked, unless this is the only point of entry/exit to/from the property), jammed doors (but excluding doors that are jammed in the locked position unless this is the only point of entry/exit to/from the property), jammed windows (but

		excluding windows that are jammed in the closed position unless this is the only point of entry/exit to/from the property). Gaining access to your Property in the event that you lose your keys.
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3.8 In the event of a Home Emergency Response, we will carry out an Emergency Repair. We will not cover or carry out any other repair work, including any work required to restore your Membership Property to its original condition prior to your Emergency Request.

4 Exclusions

4.1 Our Home Emergency Assistance Service is not:

- a household buildings or contents insurance policy
- a preventative or general maintenance contract
- a handyman's service
- an emergency rescue or disaster response service

Therefore our Home Emergency Assistance Service does not cover any of the following:

- any event that does not fall within the definition of Home Emergency;
- the water supply pipe that you are responsible for (i.e. the freshwater pipe that connects your property to the mains water supply up to and including the join connecting the water supply pipe to the Property's internal plumbing system;)
- water supply pipes that you are not responsible for;
- damage to or loss of function in detached garages or its contents (including doors, windows and locks), unless the damage to or loss of function in the detached garage exposes the Member or a third party to a risk to their health or renders the Membership Property unsafe;
- any repair or replacement of flexible cable;
- any leaking or dripping tap or showerhead that requires replacing;
- external overflows
- the repair or replacement of cylinders, tanks, radiators, baths, shower units and sanitary ware;
- burst or leaking flexible hoses, including shower hoses or leaking washing appliances;
- external water supplies;
- home sewerage treatment plants;
- damage to and/or leaks from rainwater collection tanks;
- heating and cooling systems over 10 years old;
- hot water systems over 10 years old;
- repair or replacement of remote control devices of any description;
- systems or equipment that are deemed obsolete, due to either unavailability of spare parts, or where in the opinion of our Approved Contractor, the system, equipment or appliance is likely to fail or suffer damage within the period of Membership as a result of ongoing wear and tear;

- systems or equipment that have not been maintained, inspected and/or serviced according to the manufacturer's instructions and/or Standards Australia, and you may be asked for evidence of such maintenance, inspection or service;
- the replacement cost of all or any part of your heating, cooling or hot water system if it is uneconomical to repair;
- replacement of light bulbs and electrical plugs including fuses;
- damage to internal doors, internal windows, shower screens or fly screens;
- damage to electrically powered shower units;
- breakdown, loss or damage to domestic appliances, including those directly connected to the mains gas or electricity supply;
- saniflow toilets and other mechanical equipment;
- damage to boundary walls, hedges, fences, gates, sheds, awnings, sprinkler or watering systems, garden appliances;
- damage to solar power systems or components, whether for heating and/or hot water provision;
- damage to swimming pools, hot tubs and spa's or decorative features including ponds and fountains and including parts, components, pumps, motors and plumbing and filtration systems;
- spare parts & materials with a value over \$50 including GST;
- any cost required to complete an Emergency Repair in excess of the Home Emergency Repair Limit or any other limit specified in these terms and conditions.
- any losses caused by any delays in obtaining material or spare parts and any losses as a result of an event or incident covered by this product other than those direct costs expressly covered by this product, unless caused by our negligence;
- replacement of lost keys for any building within the property including the main dwelling, outbuildings, garages and sheds,
- the replacement of any locks, windows, doors or walls damaged during a Home Emergency Response where such damage was made in order to gain access to your Property due to lost keys.
- Any event of peril where the source of the emergency is not within the Membership Property. This includes common or shared areas within properties such as foyers, stairwells, reception areas or any other unit, flat or apartment in the same building as the Membership Property.

5 Limitation of liability

5.1 Every effort will be made to provide you with the emergency assistance described in these terms and conditions. However, there may be times when it is not possible to arrange a Home Emergency Repair due to circumstances beyond our control, for which we cannot be held liable. We will not be liable for any of the following:

- a. loss or damage arising from circumstances known to you prior to the purchase of your Home Emergency Assistance Service Membership.
- b. the cost of replacement parts due to normal wear and tear.
- c. Major structural damage to the Membership Property or any third party property including beams, joists, trusses, rafters, roofing, walls and wall cladding, window frames or glazing unless caused by an Approved Contractor specifically to work carried out in relation to a Home Emergency Repair.
- d. loss or damage however caused to the contents of the Membership Property or personal items such as paintings, electrical goods, jewellery, clothing etc

unless caused by an Approved Contractor specifically to work carried out in relation to a Home Emergency Repair.

- e. Loss, damage or indirect cost arising from the disconnection or interruption of mains services by the deliberate act of a utility company concerned or any equipment or services that are the responsibility or property of the utility company, such as a power cut to your neighbourhood;
- f. the cost of any work which was carried out without our approval, including any cost relating to the attempted Home Emergency Repair by you or any other person whether qualified to carry out the Home Emergency Repair or not;
- g. any defect, damage or breakdown caused by malicious or wilful action, negligence, misuse or third party interference, including any attempted repair or modification to the elements covered by this Membership, which does not comply with Standards Australia, unless caused by an Approved Contractor specifically to work carried out in relation to a Home Emergency Response
- h. any Home Emergency Request for an Emergency Response made within the first 48 hours after the Membership Start Date; unless you have paid an Immediate Assistance fee prior to receiving your Home Emergency Response. This would be in addition to the yearly subscription fee.
- i. any loss in the event of damage occurring where a Membership Property has remained unoccupied for more than 60 consecutive days;
- j. any loss arising from subsidence, heave of the site or landslip caused by bedding down of new structures, demolition or structural repairs or alterations to the property, faulty workmanship or the use of defective materials, river or coastal erosion;
- k. any loss or damage arising as a consequence of
 - a. war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance
 - b. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component
 - c. earthquakes, tornadoes, hurricanes, cyclones or typhoons
 - d. tsunamis, tidal wave, storm surge or landslides
 - e. fire, flood, or explosion
- l. normal day to day maintenance of all and any items covered by your Membership, for which you are responsible;
- m. any loss you incur where any material or spare parts is not supplied and selected by us or our Approved Contractor;
- n. instances where a repair or replacement is only necessary due to changes in Australian or State legislation;
- o. any situation where due to Workplace Health & Safety regulations, a specialist is required, such as where asbestos is found to be present;
- p. any investigative work, where the incident which caused you to claim has already been resolved;
- q. the costs of an Emergency Response where there is no Home Emergency or where no fault is found;
- r. any loss or costs arising as a result of a Home Emergency Repair being carried out which invalidates or causes cancellation of a warranty or guarantee relating to any appliance, system or equipment in the Membership Property;
- s. any loss, damage or adverse impact on any Member's existing or subsequent insurance claim or breaches of obligations the Member owes to any third party

5.2 All guarantees, terms, conditions, warranties, undertakings, inducements or representations whether express or implied, statutory or otherwise, relating to these Terms and Conditions are excluded to the maximum extent permitted by law:

- a. except as provided in paragraph 5.3 below and;
- b. except where these Terms and Conditions expressly state otherwise

5.3 Nothing in these Terms and Conditions excludes, restricts or modifies any right or remedy, or any guarantee, term, condition, warranty, undertaking, inducement or representation, implied or imposed by any legislation which cannot lawfully be excluded or limited, such as Australian Consumer Law.

5.4 Where MAPFRE ASSISTANCE (the Home Emergency Administrator) determines that a Home Emergency Repair carried out by an Approved Contractor was defective and has caused damage to your Membership Property, MAPFRE ASSISTANCE will arrange to repair the damage to your Membership Property free of charge. This does not apply where the damage to your Membership Property is caused by modification or neglect by the Member or by the Member's failure to complete further repairs required to remedy the Home Emergency, such as replacing a Temporary Repair with a Permanent Repair, or failing to complete a Home Emergency Repair when the Home Emergency Repair Limit has been exceeded and the Member has decided not to pay the excess amount required to have the Home Emergency Repair completed by our Approved Contractor.

6. Home Emergency Assistance Service availability and attending to your Home Emergency

6.1 Home Emergency Assistance Service is available 24 hours a day, every day of the year.

6.2 On approval of your Home Emergency Request, we will agree with you and our Approved Contractor a date and time for the Approved Contractor to attend your Membership Property.

6.3 Whilst every effort will be made to ensure that our Approved Contractor arrives at the agreed date and time, this cannot be guaranteed as there are factors that are outside of both ours and the Approved Contractor's control, such as prevailing weather and travel conditions.

6.4 Where our Approved Contractor is likely to be delayed, they will contact you to advise you of their estimated time of arrival at your Membership Property. If this revised date and time is agreed with you, the Approved Contractor will inform us. However, if this revised date and time of arrival is unsuitable for you, and you cannot agree an alternative date and time with the Approved Contractor, you should inform us by calling the Home Emergency Response number 1800 144 499. We will then arrange for an alternative Approved Contractor to attend and agree with you the date and time.

6.5 In the event that a second visit to your Membership Property is required to complete the Emergency Repair, the Approved Contractor will agree a suitable

date and time with you during their first visit. The Approved Contractor will inform us of the agreed time and date for their second visit.

6.6 The Member or their Alternate Representative must be present when our Approved Contractor attends the Membership Property to carry out an Emergency Repair. If neither the Member nor the Alternate Representative is present at this time, this will be considered to be a No Access Visit. Each and every No Access Visit will be considered to be a Home Emergency Response and the number of Home Emergency Responses available to the Member in the Membership Year reduced accordingly.

6.7 Where the total cost of a Home Emergency Repair exceeds the Home Emergency Repair Limit, the Member may decide not to proceed with completing a Home Emergency Repair. Should the Member subsequently change their decision and makes another Emergency Request for the same Home Emergency within 21 days, then the Home Emergency Repair Limit shall be reduced by the cost of the Approved Contractors initial call-out fee.

6.8 Where the Home Emergency Response requires the services of a locksmith in order to gain access to the Membership Property, our Approved Contractor will require formal identification to be produced by either the Member or the Member's Alternate Representative. If such identification is not produced, our Approved Contractor will not enable access to the Membership Property nor carry out any Emergency Repair. In these circumstances, this will be considered to be a No Access visit and the terms of clause 6.6 will apply.

6.9 We may refuse to attend a Home Emergency or stop a Home Emergency Repair where, in our reasonable opinion, the Member or their Alternate Representative, is acting or behaving in a manner that is inappropriate, improper, hostile, threatening, abusive or dangerous.

7 Membership Duration and Start Date

7.1 Home Emergency Assistance Service Membership lasts for 1 year, commencing at 00.01 hrs on the day after purchase (the Home Emergency Start Date) providing that the Membership Fee has been paid in full.

8 Membership Fee and refund policy

8.1 There is a fee for Home Emergency Assistance Service Membership which must be paid in full at the time of purchase. On purchasing a Home Emergency Assistance Service Membership, the Member is entitled to the benefits of our Home Emergency Assistance Service.

8.2 Unless required by law, the Membership Fee (either in whole or in part) is non-refundable, unless you cancel your Membership during the Cooling Off Period.

9 Emergency Repair costs exceeding the emergency Repair Limit

9.1 Where the cost of a Home Emergency Repair exceeds the Home Emergency Repair Limit, and the Member wishes the Home Emergency Repair to be completed by our Approved Contractor, the Member must pay to us the excess over the Home Emergency Repair Limit in advance of any work being carried out. . In calculating the cost of a Home Emergency Repair, we shall use the prevailing labour and material rates that we have agreed with our Approved Contractor(s) on the date of the Home Emergency Response.

10 Alternate Representative

10.1 We will normally require the Member to both make the Home Emergency Request and be present at the time our Approved Contractor attends the Membership Property to carry out a Home Emergency Assistance. Members may however nominate one Alternate Representative who will have by virtue of their nomination as an Alternate Representative, have the authority to make Home Emergency Requests and/or be present at the Membership Property when our Approved Contractor attends to carry out a Home Emergency Repair.

10.2 The Alternate Representative must be at least 18 years of age.

10.3 The Alternate Representative will be required to answer certain security questions to verify their identity.

11 Other Conditions

11.1 The Member is responsible for informing us of any change in the information supplied to us. If the Member fails to do so, it may invalidate their Home Emergency Assistance Service Membership.

11.2 No costs for any Home Emergency Repair are payable under this Membership unless we have been notified by the Member or their Alternate Representative through our 24 hour Emergency Helpline and we have authorised the deployment of an Approved Contractor in advance.

11.3 The Member must take all reasonable precautions to protect and maintain their Membership Property and the services within it. This Membership does not cover normal day to day maintenance at the Membership Property or cover replacement of items as a result of wear and tear.

11.4 The Member must provide all documents requested by us, including identification to MAPFRE ASSISTANCE, our Approved Contractors and any other nominated agents.

11.5 You may not make a Home Emergency Request unless the Membership Fee has been fully paid.

11.6 We will have sole discretion to decide on the most appropriate way to deal with your Home Emergency Request, although we will take your wishes into account wherever possible.

11.7 If the Member or their Alternate Representative fails to disclose any information which might reasonably affect the decision to provide a Home Emergency Response under the terms of this Home Emergency Assistance Service Membership, the Home Emergency Assistance Service Membership shall become null and void and treated as if it never existed. Should we discover after a Home Emergency Response has been approved and a Home Emergency Repair carried out that the Member's Home Emergency Request was dishonest, we reserve the right to recover the cost of the Home Emergency Repair and associated administration costs from the Member.

11.8 We reserve the right to cancel your Home Emergency Assistance Service Membership if you have at any time:

- a. given us false or incomplete information
- b. agreed to help anyone to try to obtain a service or take money from us dishonestly, or
- c. failed to meet the terms and conditions of Home Emergency Assistance Service Membership or to act openly and honestly towards us
- d. in our reasonable opinion, the Member or their Alternate Representative, is acting or behaving in a manner that is inappropriate, improper, hostile, threatening, abusive or dangerous

11.9 Should we exercise our right to cancel your Home Emergency Assistance Service Membership, no refund, either in whole or in part, of the Membership Fee will be made.

12 Customer Care

12.1 Whilst we make every effort to provide the highest possible level of service and customer care, problems sometimes do occur. When this happens, we want to put it right as soon as possible. Therefore if you do wish to make a complaint, please let us know as soon as possible by calling Customer Services on **1800 727 457**.

13 Governing Law

13.1 The laws of the State of New South Wales shall apply to these terms and conditions.

14 Privacy Statement

14.1 We comply with the requirements of the Privacy Act 1988 (Cth) (Privacy Act) (including the Australian Privacy Principles), which apply to any personal information (as defined in the Privacy Act) that is collected by us.

14.2 We will collect the information necessary to administer your Home Emergency services, to maintain and to improve customer service and to advise you of other products that you may be interested in. This information may include your name, date of birth and nominated property details (including address, email address and telephone number)

14.3 In the course of administering your services, we may disclose your information to:

- the entities to which we are related, contractors or third party providers providing services related to the administration of your Home Emergency services;
- banks and financial institutions for the purpose of processing your application and obtaining payments;
- assessors, third party administrators, emergency assistance providers; and
- the emergency assistance provider who will record all calls to the assistance service provided under your policy for quality assurance training and verification purposes

Your personal information may be disclosed to entities and parties located overseas, including Spain, UK and the Philippines. We will only disclose your personal information to these parties for the primary purpose for which it was collected. In some circumstances we are entitled to disclose your personal information to third parties without your authorisation such as law enforcement agencies or government authorities.

14.4 You may gain access to your personal information and request changes by submitting a request to us. For more information on how to do this, please see our Privacy Policy which is available on our website at www.homeemergency.com.au

14.5 If you believe that we have interfered with your privacy in our handling of your personal information or if you have any questions about our processes for handling your information, you may send your queries and lodge complaint by contacting us at homeemergency@mapfre.com or in writing to:

Privacy Queries & Complaints:

Mapfre Insurance Services Australia
Suite 1.04 19 Harris Street
Pyrmont, NSW 2000, Australia.

For more information on how we will handle your complaint, please see our Privacy Policy which is available on our website at www.homeemergency.com.au

Policy Guide

Your Policy Benefits

- A specific appointment time is agreed between you and the tradesperson.
- The tradesperson will understand your problem before arrival and bring any parts they suspect may resolve your problem.
- Sudden failure of, or damage to, the plumbing and drainage system including:
 - leaking pipes and blockages in toilet waste pipe
 - blocked drains
- Sudden and complete failure or breakdown of the electricity or gas supply within your home.
- Complete failure of the heating/cooling system or individual units
- Complete failure of or a burst hot water system
- Damage caused to external locks, doors or windows that render your home insecure
- Lock out as a result of lost keys