



# Bupa Home Emergency Assist Terms & Conditions

This brochure contains the terms and conditions of the Bupa Home Emergency Assist (Emergency Home Assistance or EHA) program.

Effective for EHA membership terms beginning 3<sup>rd</sup> December 2024





## **We are here to help**

- Call on 1300 925 772 for 24 hour  
emergency assistance – 24 hours a day, 7  
days a week
- Email: [eha@allianz-assistance.com.au](mailto:eha@allianz-assistance.com.au)

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# A. General information

These Terms and Conditions describe the terms of Your Bupa Emergency Home Assistance membership.

We have tried to make this document simple and easy for You to understand while also clearly describing the Terms and Conditions of Your membership. You will notice that some words are capitalised. These words are defined in the “Definitions” section. Headings and subheadings are provided for convenience only and do not affect Your entitlements in any way.

Emergency Home Assistance is not a contract of insurance. The Emergency Services provided under Your Emergency Home Assistance membership provide some assistance for certain events, but this product is not intended to be:

- a replacement for home insurance;
- an emergency rescue service; or
- a disaster recovery response service.

## A.1 Emergency Home Assistance membership

Your membership will entitle You to the services as described in these Terms and Conditions.

## A.2 Who is the Emergency Home Assistance provider?

Emergency Home Assistance under the Bupa Emergency Home Assistance membership is provided by AWP Australia Pty Ltd ABN 52 097 227 177 trading as Allianz Global Assistance. Allianz Global Assistance is also referred to in these Terms and Conditions as We/Our/Us.

## B. When can We help - Emergency Events

During Your membership period, you have access to assistance for the following occurrences subject to the relevant Emergency Services Limit, by making an Information Call. These events must be as a result of an Emergency.

| Emergency Events*                                      |            |
|--------------------------------------------------------|------------|
| Electricity Supply System Failure                      | Included ✓ |
| Gas Supply System Failure                              | Included ✓ |
| Inability to access Your Home because of a Locked Door | Included ✓ |
| Information Call                                       | Included ✓ |
| Main Air Conditioning System breakdown                 | Included ✓ |
| Main Heating System Breakdown                          | Included ✓ |
| Broken external door and window                        | Included ✓ |
| Plumbing Failure                                       | Included ✓ |

\*Please see Section D for definitions of the Events.

## C. Member

The member must be the owner of the Home. If You are not the owner You must have the permission of the owner to undertake the Emergency Services. The member is also referred to in these Terms and Conditions as You/Your.

## D. Definitions

### D.1 General definitions

**Emergency:** A sudden and unforeseen domestic situation which, if not dealt with quickly, will make Your Home uninhabitable, or may result in Your Home losing its main source of water, electricity/gas or heating/air conditioning.

**Emergency Services:** the provision of services at Your Home by a Specialist (e.g. plumber, electrician, gas specialist, locksmith, roofer, Heating/Air Conditioning Specialist) in response to an Emergency Event.

**Home:** the dwelling stated on Your Certificate of Insurance for Your Bupa Home and Contents Insurance policy or Your Bupa Landlords Insurance policy.

**Main Air Conditioning System:** the main air conditioning system in Your Home includes a system of ventilation/cooling of the air, operated by an electrical mechanism. It can include an indoor unit known as an evaporator as well as an outdoor unit known as a condenser. Your air conditioning equipment should be properly installed and repaired in accordance with the manufacturer's recommendations and serviced and maintained at least every 12 months. Written confirmation of Your last air conditioner service may be required in the event of Emergency Services.

**Main Heating System:** the main heating system in Your Home, including a domestic boiler. This includes the central heating and/or hot water systems, the programmer, the central heating pump, thermostats (but not smart/internet connected thermostats) and radiators. Not included are solar heating systems, non-domestic central heating boilers and their associated pipework and equipment and central heating fuel tanks. Your central heating boiler should be properly installed and repaired in accordance with the manufacturer's recommendations and serviced and maintained at least every 24 months. Written confirmation of Your last boiler service may be required in the event of Emergency Services.

**Necessary Materials and Spare Parts:** the materials and spare parts required by the Specialist to attend the Emergency Event and to provide Emergency Services.

**Specialist:** a qualified person approved and instructed by Us to provide Emergency Services (e.g. a plumber, electrician, gas specialist, locksmith, roofer, heating specialist or air conditioning specialist).

**Terms and Conditions:** the terms and conditions of Your membership, as set out in this document.

**Uninhabitable:** not being able to access or remain in Your Home as a consequence of one or more Emergency Events which are included in Your membership, and which leave Your Home in an unsafe or unsecure condition for living.

## D.2 Definition of Emergency Events

In this section, We provide definitions of Emergency Events that are included in Your membership subject to the Terms and Conditions.

**Broken external door and window:** damage to external doors or window panes which renders the Home unsafe.

**Electricity Supply System Failure:** complete failure or breakdown of the electrical wiring inside Your Home making Your Home Uninhabitable.

**Gas Supply System Failure:** complete failure or breakdown of the gas supply system inside Your Home making Your Home Uninhabitable.

**Inability to access Your Home because of a Locked Door:** You are unable to gain entry to Your Home because of a locked door.

**Information Call:** 24 hours a day / 7 days a week You will be able to contact Our call centre. You may request the provision of the Emergency Services or ask for any information related to Your membership. If You have already exceeded the Emergency Services limit in section E, We will still provide information about Emergency Events over the phone.

**Main Heating System/Main Air Conditioning System Breakdown:** failure or breakdown of the Main Heating System or the hot-water supply or the Main Air Conditioning System.

**Plumbing Failure:** failure of, or damage to, the plumbing or drainage system of Your Home

including roof guttering and downpipes, which results in water damage inside Your Home. This includes burst pipes and overflowing or backed up water tanks or toilets.

Additionally, Plumbing Failure includes any failure (e.g. blockage) of a toilet bowl or cistern, bath, shower or sink in Your Home that results in a complete loss of function of that toilet, bath, shower or sink.

## E. How We can help – Emergency Services

If You have an Emergency Event during Your membership, We will provide assistance services in order to resolve Your issue in accordance with and subject to these Terms and Conditions. These services are available 24 hours a day, 7 days a week:

| Service                                                                                                                                                                                                                                                        | Included | Emergency Services Limit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| In case of an Emergency Event, We will arrange for a Specialist to attend Your Home and to take reasonable and practicable steps to rectify the Emergency Event and make Your Home safe and secure until such time that appropriate repairs can be undertaken. | ✓        | <p>We will provide up to 1 hour of labour up to the value of \$300 incl. GST per Emergency Event.</p> <p>If the value of the 1 hour of labour is greater than \$300 you will have to pay this additional amount. The Specialist will provide you with a quote for their labour before they proceed with the repair.</p> <p>In addition, we will also provide any Necessary Materials and Spare Parts to the value of \$20 incl. GST. You will have to pay any amount for materials and spare parts in addition to that amount. The Specialist will tell you how much the materials and spare parts are before they proceed.</p> <p>We will not provide these assistance services for any more than 2 Emergency Events in any 12 month period.</p> |

You may request the provision of the Emergency Services or ask for any information related to Your membership. If you have already exceeded the Emergency Services annual limit above, we will still provide information about Emergency Events over the phone.

## F. When we will not provide Emergency Services

We will not provide any assistance services for Emergency Events if it relates to or arises from:

### F.1 Product-specific exclusions

**Air Conditioning:** the recharge of gas or the installation or modification of fasteners, sockets or electricity and water systems, as well as emergencies arising from incorrect maintenance of any of those items.

### F.2 Home-specific exclusions

**Commercial Use:** buildings used for business, commercial or professional use (except for a home office).

**Non-Residential Properties:**

buildings/premises which are not used for residential purposes or that are unsuitable or unsafe to live in for residential purposes.

**Unoccupied Buildings:** buildings which are unoccupied for more than 60 consecutive days.

**Swimming Pools:** damage to swimming pools including parts, pumps, motor and plumbing or filtration system.

**Solar Power:** damage to solar power systems or components.

**Major Structural Damage:** damage to the structural or supporting details of Your Home such as beams, joists, trusses and rafters or major damage to roofing, wall cladding or glazing.

**Construction Error:** damage to Your Home due to a construction error or incorrect installation.

**Lack of Maintenance:** damage to Your Home due to neglect or gradual degradation caused by a lack of maintenance.

**Non-structural glazing:** damage to glass which, despite being part of the Home, does not render the Home unsafe, including mirrors and security and thermal protection films.

## F.3 General exclusions

**Things that are not dwellings:** portable, temporary or non-fixed dwellings, buildings or structures such as caravans, trailers, campervans, recreational or other vehicles, properties under construction or renovation. Also excluded are damaged internal doors, shower screens and fly screens and breakdown, loss or damage to appliances and other mechanical equipment.

**Temporary Interruption of Supply:** Emergency Events arising from the temporary interruption, failure or disconnection of public services to Your Home (including the electricity, water or gas supply), however they are caused.

**Intentional, Fraudulent or Negligent Acts:** intentional, fraudulent or negligent acts of damage to Your Home and their consequences. Includes loss or damage relating to the

attempted repair by You or anyone acting on Your behalf.

**Outside the Boundary of Your Home:**

damage on walls, gates, hedges, fences, awnings, outbuildings, sheds, detached garages, garden appliances, sprinkler or watering systems or anything outside the boundary of Your Home. Also excluded are failure of alarms, home security systems, CCTV and any installations which are the responsibility of a multi-occupancy building or of a water, gas or power provider.

**Damage Prior to Membership Start Date:**

Emergency Events arising from an event of which You had knowledge or ought to have had knowledge prior to the start of the Membership Period.

**Damage Caused by External Events:** damage caused by or arising from any external event beyond the reasonable control of the parties such as an act of God, earthquake, fire, flood, tsunami, an officially declared natural disaster and catastrophes including electro-magnetic pulse (whether human made or naturally occurring), eruption, explosion, nuclear reaction or contamination from nuclear weapons or radioactivity, seepage, pollution or contamination, damage caused by war, civil

war, invasion, revolution, unrest, civil commotion, political acts of violence, attacks or acts of terrorism, lock-outs or labour disputes, expropriation or similar interference, confiscation, official decrees or other interference by public authorities.

**Severe Weather:** any dangerous meteorological phenomena with the potential to cause damage, serious social disruption, or loss of human life. Examples of severe weather phenomena include but are not limited to high winds, hail, excessive precipitation, thunderstorms, downbursts, tornadoes and snowstorms.

Please note that there is no service for garages or outbuildings which cannot be accessed by an internal door from the Home.

## G.Your Membership: start, end, termination & transfer

### G.1 Start & End of Your Membership

Membership Period: Your Bupa Emergency Home Assistance membership will start on the effective start date of Your Bupa Product and ends after a period of 12 months, unless otherwise advised by Bupa.

### G.2 Membership obligations

You must take reasonable care to protect Your Home against damage and minimize the potential for any Emergency Event. Otherwise, We may determine, acting reasonably and in good faith, that You are not entitled to receive Emergency Services under this membership.

## G.3 Cancellation

Your membership may be cancelled as follows:

**Cancellation by You:** You can cancel the membership at any time. You may also have rights to terminate Your membership under the Australian Consumer Law, in which case You may be entitled to a refund (in whole or in part) in accordance with Your rights under the Australian Consumer Law.

**Cancellation by Us:** We may cancel or suspend Your membership with immediate effect if We determine, acting reasonably and in good faith, that You:

- are in material breach of the Terms and Conditions;
- have acted dishonestly or provided incomplete information;
- have misrepresented or failed to disclose relevant facts when notifying Us of an Emergency Event;
- have committed or attempted to commit fraud; or
- have deceived or attempted to deceive Us.

## G.4 Transfer of Your Membership

Your Bupa Emergency Home Assistance membership cannot be transferred or assigned to another person or to another property You own.

# H. How to contact Us in case of an Emergency Event

## H.1 Notification process

If You experience an Emergency Event at Your Home, please contact Us as soon as possible by using the contact details as stated on the first page of these Terms and Conditions. You may be required to provide the following information:

- Your address; and
- a description of what has occurred.

You must provide to the best of Your ability all information that We reasonably request in relation to the Emergency Event.

## H.2 What do We do in case of an Emergency Event?

We will let You know as soon as possible if We can arrange a Specialist for You.

If You arrange a service without Our prior approval, We are not required to pay any costs which You incur as a result of your actions.

You conclude the contract with the Specialist to provide the Emergency Services on Your own behalf. We help You by arranging for the Specialist to attend Your Home. For any Emergency Services which We help arrange, We will pay the Specialist directly up to the limits in Section E. You agree that We act as Your agent for the purposes of arranging a Specialist to attend Your Home and to provide Emergency Services.

Any costs which You incur arising from or in connection with damage or expenses which are excluded or which are caused by an event which is not an Emergency Event or where You have exceeded the limit specified in Section E are Your responsibility.

### **Please note:**

We will make reasonable efforts to arrange an appropriate Specialist. However, We cannot guarantee that an appropriate Specialist will

always be available to attend to an Emergency Event. If We are unable to provide an appropriate Specialist to attend an Emergency Event, this will not be considered an Emergency Service for the purposes of these Terms and Conditions.

## I. General provisions

### I.1 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 784 149
- [contactcentrecomplaints@allianz-assistance.com.au](mailto:contactcentrecomplaints@allianz-assistance.com.au)

### I.2 Applicable law & jurisdiction

The governing law of these Terms and Conditions is the laws of Queensland, Australia.

Any legal proceedings in relation to these Terms and Conditions may be raised by either party in a court of competent jurisdiction in Australia. All communications and documentation in relation to these Terms and Conditions will be in English.

## **I.3 Australian Consumer Law**

Despite anything contained in these Terms and Conditions, the Australian Consumer Law (ACL) gives You statutory rights including guarantees and remedies that cannot be excluded or modified by these Terms and Conditions. The ACL guarantees and remedies include (depending on the type of failure, fault or defect) repair or replacement, a refund, compensation for reasonably foreseeable loss or damage, or a resupply of the goods or services if the goods or services do not meet the standards required by the ACL.

## **J. 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](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 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](http://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.