

CMT ACCIDENT SUPPORT TERMS & CONDITIONS

Acceptance of Terms & Conditions

These terms and conditions (the **Terms**) apply to your membership and participation in the CMT Accident Support program (the **Program**). Your membership and participation in our Program indicates your acceptance of these Terms and has the same force and effect as if you had actually signed these Terms.

Determining Fault

We will decide whether the Accident is or is not your fault. We will also decide which of the benefits we will make available to you. In all instances, our decision will be final.

Accident Not Your Fault

In the event that you have an accident that is not your fault, we will arrange a like for like replacement hire vehicle for you in accordance with our hire agreement terms and conditions. We will also coordinate the repairs on your behalf with a CMT Recommended Accident Repair Centre with the minimum of disruption to your normal routine.

Accident Your Fault

In the event that the accident is your fault, you authorise us to contact your insurer and we'll ensure that your insurer is informed. We will arrange for the repairs to be carried out at the nearest available CMT Recommended Accident Repair Centre. We will arrange for an estimate of the cost of the repairs to be prepared and will seek approval of this from your insurer if you are fully comprehensively insured or from you if you have Third Party coverⁱ so that the repairs can begin without delayⁱⁱ.

Replacement Hire Vehicle

If we decide that the Accident was not your fault and you are entitled to be provided with a replacement hire vehicle by us, then:

- a) in order to receive this benefit, you will be required to complete all required documentation, including your acceptance of our hire agreement terms and conditionsⁱⁱⁱ;
- b) if you arrange a replacement hire vehicle from another hire car company, then you will not be entitled to this benefit and you must inform us of this prior to us providing you with a replacement hire vehicle. If you fail to inform us as required, then any replacement hire car costs incurred in relation to the hire of our vehicles will need to be paid in full by you. In such a circumstance, you hereby authorise us to deduct all such costs from your credit card.
- c) you should only accept a replacement hire vehicle from us for the period your vehicle is off the road due to the relevant accident related damage. If you can minimise this period by having any temporary repairs to your car then it is your responsibility to have these done.
- d) if you are away for any time during the hire period and will not be using the vehicle provided, you must arrange for collection of the vehicle. We can arrange additional hire on your return where necessary.

The contact number of our Customer Service Department for you to call to arrange collection of the vehicle is **1300 663 470** between 9.00am - 6.00pm Monday - Friday. You can also email **road.assist@cmt.net.au** (subject: accident replacement hire vehicle return) to advise of the return date. In case of email please provide us with your first name, surname and replacement hire vehicle registration number.

Replacement Hire Vehicle Fuel

Any fuel used in the delivery and collection of the replacement hire vehicle will be your responsibility. You need to return the vehicle with the same level of petrol as specified on the hire agreement to avoid being charged for the fuel at our higher rate on the return of the hire vehicle. You will be advised of any charge by our agent after you return the hire vehicle.

Replacement Hire Vehicle Insurance

Comprehensive cover will usually apply during the period of hire and additional cover, such as excess reduction, may be added at an extra cost. We must have all the details of any additional drivers and they must meet our insurance criteria. Where we provide insurance cover, you will be covered in accordance with the insurance terms and conditions.

Information provided by you

Your membership and participation in the Program is based upon all information provided to us (or to our related bodies corporate) by you being true and accurate. If any information that you provide is determined not to have been true and accurate, the Program benefits may not be available to you and you may be required (at our sole discretion) to pay us any costs that we or our related bodies corporate incur, including any replacement hire vehicle costs. In such a circumstance, you authorise us to debit your credit card for the costs incurred.

Receiving Information from CMT

By participating in the Program you consent to receiving information from CMT in relation to special promotions, including offers from any of our related bodies corporate from time to time. This information may be provided via mail, email, SMS or telephone. If at any time you no longer wish to receive special promotions, you may opt-out by contacting us in any of the following ways:

- By writing an email to road.assist@cmt.net.au;
- By calling **1300 663 470**; or
- By using an unsubscribe facility on an email or SMS.

Benefits Applicable to Program Members Only

The benefits are available to members only and cannot be sold, transferred, assigned or otherwise dealt with except with the written consent of CMT or its related bodies corporate.

Your Responsibilities

You must not:

- Abuse or misuse the Program, any benefits, facilities, services or arrangements accorded to you as a result of the Program;
- Act in any way which is likely to be detrimental to the interests of CMT or its related bodies corporate;
- Supply or attempt to supply any false or misleading information, or make any misrepresentation to us or to our related bodies corporate;
- Sell, assign, transfer or acquire, or offer to sell, assign, transfer or acquire any Program benefit other than in accordance with these Terms; or
- Act in any way which, in our reasonable opinion, breaches or is likely to breach these Terms or is inconsistent with the intent of these Terms.

Termination

Your membership in the Program is at our discretion and we may accept or revoke your eligibility without prior notice and for any reason, including if you:

- Fail to comply with these Terms; or
- Cease to be a member

In such circumstances, we may cancel and/or refuse to honour any Program benefits that have been redeemed by or provided to you. Subject to applicable laws, we or our related bodies corporate will

not be liable to you or any third party for any loss or damage whatsoever suffered by any person as a result of any such suspension, termination or cancellation.

Indemnity

You indemnify CMT and its related bodies corporate from and against any losses, damages, costs and expenses incurred by it in connection with your breach of these Terms or any other legal obligation by you, or your use of, participation in or conduct in the Program

Warranties and Liabilities

To the extent permitted by law:

- Neither CMT or its related bodies corporate, nor their licensors, directors, officers or employees make any representations or warranties as to the accuracy, reliability, completeness, currency or timeliness of the Program, or any communications provided on or via the use of our website or brochures;
- CMT and its related bodies corporate exclude all conditions and warranties, express or implied by law (statutory or otherwise) and any liability for any loss or damage suffered in connection with your participation in, the use, or membership of the Program;
- Neither CMT and its related bodies corporate, nor their licensors, directors, officers or employees accept any liability for any injury, loss or damage incurred by your membership and participation in the Program;

Privacy

By participating in our Program, you consent to:

- CMT and its related bodies corporate collecting certain information relating to your participation and transaction(s); and
- The use of such information by us. The information collected may include your membership number, the date and time of your transaction and details of purchases, benefits obtained by you, and other information relating to your participation and the transaction (the **Information**).

We shall only use the Information for the purposes of the Program. We may use the Information for the purpose of administering and tracking your participation in or use of the Program and providing a range of services relating to the Program.

We may also use the Information (together with other personal information collected from you) for the purpose of providing communications (including marketing) and specific services tailored for you. If you have already chosen not to receive marketing information from us, we will continue to abide by your wishes.

Where any of the above information comprises "Personal Information" under the Privacy Act 1988, it will be handled in accordance with our privacy policy. CMT or its related bodies corporate may use contractors, agents and suppliers to assist us in servicing you. These parties may require access to some of your personal or confidential information. In such cases we require these parties to maintain confidentiality and not misuse information.

Terms may be varied

We may vary these Terms from time to time without prior notice by updating our website or in writing to you. The revised Terms will take effect when they are posted to our website or when you are advised in writing. Our website is located at <http://www.cmt.net.au> or such other website we may use from time to time.

Severability

Any term or condition of the Terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of the Terms is not affected.

Waiver

Our failure or delay to exercise or enforce any one or more of our rights under these Terms will not constitute a waiver of such rights unless such waiver is granted by us in writing.

Governing Law

These Terms are governed by the laws of New South Wales, Australia. You irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales.

Complaint Procedure

If you wish to lodge a complaint about the Program, then please contact us directly on **1300 663 470** and ask to be put through to the Dispute Resolution Officer. You can also contact the Dispute Resolution Officer by email at **complaints@cmt.net.au**.

ⁱ In a Fault scenario where you have Third Party Cover, the cost of repairs and other related services associated with your vehicle will be your responsibility

ⁱⁱ We are not responsible for the repairs made by the CMT Recommended Approved Accident Repair Centre. The insurers may try to mitigate their costs and may therefore query the cost of the work carried out, which is beyond our control.

ⁱⁱⁱ The hire rate will be included in your claim against the other party. Accordingly, all documentation completed by you must be correctly completed and signed in order that we may recover payment of your replacement hire car costs from the third party insurer or the at fault party. If you do not complete the relevant forms correctly, then we will immediately either collect the hire vehicle from you or require that you return the hire vehicle and we may charge you in full for the period of hire.