

# **MEMBERSHIP TERMS AND CONDITIONS**



**Motoring & Services**

# TERMS AND CONDITIONS

## Definitions

In these Terms and Conditions the following definitions apply:

- i. **Accident** means an incident in which a Vehicle has been damaged in a collision or impact with another object, whether another vehicle or not or whether caused by a mechanical failure. This includes a series of incidents arising out of a single event.
- ii. **Breakdown** means an occasion where a Vehicle becomes incapable of being driven due to mechanical or other failure, the cause of which is not an Accident, theft, Fire, flood or malicious damage.
- iii. **Constitution** means the Constitution of the National Roads and Motorists' Association Limited ("NRMA Motoring & Services") as amended from time to time.
- iv. **Country Areas** means areas outside the Metropolitan areas of Sydney, Canberra, Newcastle, Central Coast and Wollongong.
- v. **Country Service Centre ("CSC")** means a business in a country area appointed by us to provide Motoring Assistance to Members' Vehicles.
- vi. **Country Service Centre boundary** means the perimeter of the geographical area which is serviced by a CSC.
- vii. **Fire** means heat or flame, which damages the panel work, mechanical or electrical parts of a vehicle.
- viii. **Home** means the permanent place of residence. For company Memberships, this is the address of the company's registered office.
- ix. **Joint Membership** means a single Membership held in the name of more than one person.
- x. **Major Mechanical Breakdown** (in the case of NRMA Premium Care only) means an incident in which your vehicle is disabled due to a mechanical failure and the fault causing or contributing to the failure cannot, for whatever reason, be rectified earlier than 24 hours from the time the failure renders the vehicle unable to be driven. This does not include a failure which is caused by or contributed to by an Accident, Fire, flood, theft or malicious damage.
- xi. **Member** means any person who has agreed to become a Member of NRMA Motoring & Services, whose name is entered on the NRMA Register of Members, and who is a subscriber to any of the available Membership packages.
- xii. **Motorcycle** means any vehicle registered as a motorcycle, including mopeds, trikes and powered pedal cycles.
- xiii. **Motoring Assistance** means the range of services (including roadside assistance) provided to a Vehicle at the location of a breakdown by an NRMA Patrol, Tow, battery or auto electric officer or contractor to restore the mobility of the Vehicle, or to allow it to be driven or removed to a place where complete and/or permanent repairs can be carried out.

- xiv. **Nominated Vehicle** means any Vehicle nominated for service by a Member in a Subscription and in respect of which an annual fee has been paid for the period during which service is requested.
- xv. **NRMA, we, our, us** means the National Roads and Motorists' Association Limited, ABN 77 000 010 506 trading as NRMA Motoring & Services, and includes its officers, employees, agents and contractors.
- xvi. **Patrol or Patrol Officer** means a NRMA Motoring & Services employee or contractor providing Roadside Assistance.
- xvii. **Roadside Assistance** refers to assistance provided to a Vehicle by a Patrol Officer to attempt to restore the mobility of the vehicle at the location of the breakdown.
- xviii. **Remote Area** is a place in a Country Area in which Motoring Assistance is not provided by a CSC or affiliated motoring organisation.
- xix. **Serviced Area** means any area in which we provide Motoring Assistance within a metropolitan area or within a CSC boundary.
- xx. **Standard Towing Equipment** means any towing apparatus that is the equivalent of a two wheel drive truck fitted with a tilt tray, slide bed, hoist or cradle or a vehicle and trailer combination.
- xxi. **Special Towing Equipment** means any towing apparatus that is not covered under the definition of Standard Towing Equipment.
- xxii. **Subscription** means the nomination of a particular Vehicle on a Membership, which entitles the Vehicle to receive certain applicable NRMA Membership benefits for the period of the Subscription.
- xxiii. **Subscription year** means the current valid year of a Member's Subscription.
- xxiv. **Tow, Towing or Towing Service** means the service provided pursuant to these Membership Terms and Conditions to a Vehicle or Trailer disabled by a breakdown, and involving its removal from the point of breakdown to another location using whatever Standard or Special Towing Equipment is available and considered appropriate by us.
- xxv. **Trafficable Road** means any public or private road, which is designed for and is in a suitable state to facilitate the movement of a two wheel drive motor vehicle. It includes the road-related areas immediately adjoining the road itself such as road shoulders, breakdown lanes, medians and parking places. This covers any road which NRMA Motoring & Services has permission to use (specifically by its owner, or by virtue of its being a public road) and which can be accessed safely by a standard NRMA Patrol vehicle.
- xxvi. **Trailer** means any two, three or four wheeled domestic trailer, caravan, horse or dog trailer or boat trailer that does not exceed 2 tonnes gross weight, 5.5 metres in length, 2.5 metres in width and 2.6 metres in height and which is being used for private or recreational purposes. This specifically excludes trailers or caravans registered or used for commercial purposes.

- xxvii. **Unregistered Vehicle** means a vehicle which does not display current registration details.
- xxviii. **Unroadworthy Vehicle** means a Vehicle which has been issued with a Defect Notice, or whose condition makes it unsafe to drive and which cannot be rendered safe to drive through the provision of temporary Roadside Assistance as determined by us.
- xxix. **Vehicle** means any motorised registered automobile or motorcycle nominated for Motoring Assistance.
- xxx. **You, your** means the Member or a person driving your Vehicle which is covered by a Subscription.

## **1. Membership**

### **1.1 Membership of NRMA Motoring & Services**

#### *1.1.1 Who may become a Member*

The following persons or entities may become Members of NRMA Motoring & Services in their own name:

- private individuals
- corporations with an ABN (Australian Business Number), ACN (Australian Company Number) or ARBN (Australian Registered Body Number)
- Corporations or other organisations incorporated under a government statute but not having an ACN or ARBN (for example an incorporated association, certain statutory authorities and the trustees of certain religious organisations).

In the case of a business name; a partnership or firm; an unincorporated association; a trust, charity or religious organisation; the Membership must be taken out in the name of the proprietors, trustees or other nominees authorised by the organisation. Up to 4 people can be named as nominated persons on a Membership.

#### *1.1.2 Joint Memberships*

Joint Memberships are allowed between spouses or de-facto partners, between founding directors of a company and between business partners. Up to four founding directors or business partners may be listed on a single Membership.

### **1.2 Becoming a Member**

#### *1.2.1 Obtaining a Membership*

A person who wishes to become a Member needs to pay a Membership administration fee and an annual Subscription fee for each Vehicle requiring Motoring Assistance. Once these fees are receipted and validated the person is recorded as a Member.

#### *1.2.2 Administration fee*

An administration fee is charged once only for a Membership at the time of joining, unless the Membership lapses and the person subsequently re-joins (see clause 1.5 for more information). In some circumstances (including transfers of Membership from affiliated motoring clubs in other states and certain other limited cases) the administration fee may not apply.

### *1.2.3 Subscription fee*

A Subscription fee is payable upon nominating a Vehicle to receive Motoring Assistance, and thereafter annually in advance of the renewal date which is the “expiry date” of the current Subscription. A Subscription fee is payable for each Vehicle nominated for Motoring Assistance. The annual Subscription fee varies depending on the type of Subscription purchased by the Member.

### *1.2.4 Nominating vehicles*

On becoming a Member, other than an Associate Member, you are entitled to nominate one vehicle (the “Nominated Vehicle”) under each Subscription, to receive applicable Motoring Assistance benefits. You may nominate as many Vehicles as you wish on your Membership, provided you are the registered owner of that Vehicle. Each Vehicle must carry a separate Subscription. Unregistered vehicles cannot be covered on a Subscription.

When a Subscription is purchased Motoring Assistance benefits become available the following day. If immediate assistance is required for a Vehicle, an “On-Road Join and Go” fee, in addition to the Administration and/or Subscription fees, is payable before assistance will be provided.

A Vehicle nominated to a particular Subscription can only be changed if it has been disposed of and replaced with another Vehicle or if the registration number has changed. In such cases you must notify us of the changes before you require Motoring Assistance.

### *1.2.5 Transferring Memberships or Subscriptions*

In certain circumstances, such as in the case of a deceased estate or when the “On-Road Join and Go” fee has been paid for a Vehicle other than a Member’s own Vehicle, a Membership or Subscription can be transferred.

Transfer of a Subscription or Membership can be made only at the request of the current Member. Transferring the Subscription entails crediting the transferee with the transferor’s remaining Subscription entitlements and service limits. A transferee who is not already a Member is required to pay an administration fee and agree to be bound by the Constitution of NRMA Motoring & Services, its privacy policy and these Membership Terms and Conditions.

### *1.2.6 Changing Levels of Cover on a Vehicle*

A Member may change the Subscription which applies to their Vehicle at the renewal date of a Subscription simply by purchasing a new Subscription. If a Member wishes to change their Subscription before the renewal date of the Subscription the following will apply;

- a. Basic Care to Classic Care - the Member will be required to purchase a full twelve months Subscription for Classic Care and will not be entitled to a refund for the balance of the Basic Care Subscription,
- b. Basic Care to Premium Care - the Member will be required to pay the difference between the cost of their Basic Care Subscription and a Premium Care Subscription for each Vehicle for the time remaining on the Basic Care Subscription. This will entitle the Member to Premium Care benefits for the balance of their Subscription.

- c. Classic Care to Premium Care - the Member will be required to pay the difference between the cost of their Classic Care Subscription and a Premium Care Subscription for each Vehicle for the time remaining on the Classic Care Subscription. This will entitle the Member to Premium Care benefits for the balance of their Subscription.
- d. Associate Care Members upgrading to Basic Care or Classic Care will be required to pay a pro rata fee for the time remaining on their Subscription. When upgrading to Premium Care, Associate Care Members will be required to pay the difference between the cost of their Associate Care Subscription and a Premium Care Subscription for each Vehicle for the time remaining on the Associate Care Subscription.

A Member may downgrade their Subscription at any time however there will be no refund provided by Motoring & Services whatsoever.

Taxi Care and Traveller Care Subscriptions cannot be transferred during a Subscription year.

### **1.3 Change of Membership details**

#### *1.3.1 Authority to make changes to a Membership*

Only a person named on a Membership, or in the case of a company, the authorised representative of the company may request a change to Membership details. However, payment of Membership fees may be made by a person other than the Member, provided that no changes to the Membership are made.

#### *1.3.2 Change of name*

A change of a Member's name as recorded on a Membership can only be made if:

- the name has changed due to marriage or divorce;
- the name has been changed by deed poll or equivalent;
- the name of a company has been changed and recorded by ASIC, if the ABN, ACN or ARBN remains the same.

Details will only be changed if proof is provided.

### **1.4 Membership years**

#### *1.4.1 Continuous Membership years*

Membership must remain current to maintain continuity of Member years. Participation in loyalty programs is dependent on continuous Member years (see clause 1.5 for more information).

#### *1.4.2 Crediting of Membership years*

##### a. Splitting a Joint Membership

If a Joint Membership is separated, each of the individual Members is entitled to the number of Member years standing to the credit of the joint Membership immediately before it was separated.

##### b. Affiliated clubs

Members joining NRMA Motoring & Services from an affiliated motoring club may have the continuous Membership years accrued with the affiliated club credited to their NRMA Motoring & Services Membership. This applies only if the Membership being transferred is current.

c. Deceased estate

The Member years of a deceased Member may be credited to the surviving spouse or de-facto partner at the request of the executor or trustee of the deceased person's estate. Other beneficiaries to whom the deceased Member's Subscription is transferred are not entitled to have the deceased Member's years credited to their Membership.

## **1.5 Lapsing and cancellation of Membership**

### *1.5.1 When a Membership will lapse*

Each Subscription must be paid for by its renewal date. If the Subscription fee is not paid within 3 months of the renewal date, that Subscription lapses. If all Subscriptions on a Membership lapse, the Membership will expire and all Membership benefits and entitlements will be relinquished.

A Member seeking to re-join after the Membership has expired must pay a new administration fee as well as the requisite Subscription fee. Any Membership years that had accrued with the expired Membership cannot be credited to the new Membership.

### *1.5.2 Cancellation*

A Member may cancel an entire Membership or an individual Subscription at any time. A cancelled Subscription means that the previously Nominated Vehicle will no longer receive Motoring Assistance.

If all the Subscriptions on a Membership are cancelled, the Membership itself will be cancelled and the Member will be removed from the Register of Members.

Only a person named on the Membership may request the cancellation of a Membership or Subscription.

### *1.5.3 Unpaid accounts*

Should an NRMA Motoring & Services Member or customer have any unpaid accounts with us such as unpaid "On-Road Join and Go" fees, or charges for NRMA Batteries, Auto Electrics, Towing or for the provision of spare parts or emergency fuel or if a renewal is overdue at the time of breakdown, the Member or customer will not be entitled to any Membership benefits including Motoring Assistance until the accounts are paid in full.

### *1.5.4 Refund policy*

Fees paid to NRMA Motoring & Services (including administration fees, Subscription fees, "On-Road Join and Go" and service fees) are non-refundable.

Note "On-Road Join and Go" fees are non-refundable, regardless of whether the request for assistance is subsequently cancelled, or whether we are able to repair or mobilise the Vehicle.

### *1.5.5 Advance payment of Membership fees*

Members may pay their Subscription fees up to five years in advance.

## **1.6 Suspension of service or termination**

Service will not be provided to a Member who, in our opinion, is abusive, threatening or violent to any NRMA staff or agents, or who attempts to receive service by deception. Should a Member behave in this way, we may in our discretion:

- a. suspend or limit services to the Member;
- b. impose service fees for further service requests;

c. subject to a resolution of the Board of Directors, revoke the Member's Membership.

## **1.7 Alternative types of Membership**

### *1.7.1 Associate Care Membership*

Associate Care Membership entitles Associate Care Members to all Membership rights and benefits other than Roadside Assistance and Towing Service.

If an Associate Care Member breaks down and requires Roadside Assistance they will be required to upgrade to Basic Care, Classic Care or Premium Care and must pay an "On-Road Join and Go" fee (additional conditions apply for Premium Care).

### *1.7.2 Taxi Members*

A Member who owns a taxi may purchase an annual Subscription for the taxi. This entitles the nominated taxi to one callout for Roadside Assistance or a Tow up to 8km without charge during the Subscription year. A battery or auto electric service is not considered to be a callout. A service fee is charged for each additional callout received during the Subscription year, with the service fee to be paid by credit card at the time Motoring Assistance is requested.

A full 12 months Subscription fee must be paid for each taxi that is nominated on a Membership. The "On-Road Join and Go" fee applies to any taxi which is nominated at the time of requesting Motoring Assistance. Premium Care is not available for taxis.

## **1.8 Voting entitlements**

### *1.8.1 Membership voting rights*

The Directors of NRMA Motoring & Services are elected by the Members. From time to time the company holds meetings of its Members, including an Annual General Meeting.

Members are entitled to vote at a meeting of Members and to vote in Board elections.

### *1.8.2 Limits to voting and other rights*

Only one person per Membership is entitled to vote regardless of the number of Subscriptions held or the number of Membership identifications held in a Member's name. Therefore, despite the fact that a Member may be named in a number of ways on more than one Membership, that Member can exercise their voting rights once only. In the case of a company Membership, the company must nominate a corporate representative to exercise its voting rights.

A Member who requires two or more Memberships in their own name is issued with a "duplicate Membership", which does not confer additional voting rights upon that Member.

In the case of a Joint Membership, although all persons named are entitled to the same benefits, any one, but only one, of the persons named may vote in elections and meetings of Members. Also, only one of the Joint Members may nominate for election to the company's Board of Directors, or join in proposing a resolution to be put to a meeting of Members. The company's Constitution sets out a method for determining which Joint Member's vote will count if more than one Joint Member purports to vote.

### *1.8.3 The company's Constitution*

The company's activities are governed by its Constitution. The Constitution sets out the rights of Members in relation to elections and meetings of Members, and deals with certain other aspects of Membership. On becoming Members, all Members agree to be bound by this Constitution.

Copies of the Constitution are obtainable from NRMA Motoring & Services. It is also available online at the company's website [www.mynrma.com.au](http://www.mynrma.com.au).

## **2. Delivering Our Services**

### **2.1 Areas covered**

Service is provided by NRMA Motoring & Services in New South Wales and the ACT. Outside the metropolitan areas of Sydney, Canberra, Newcastle, Central Coast and Wollongong, Motoring Assistance is provided by our Country Service Centres (CSCs), which provide coverage in most Country Areas throughout New South Wales.

Service is only available on private property or any trafficable road which is accessible to normal, two-wheel-drive Vehicles. Service may not be available on open fields, beaches, creek beds, parks and ovals, tracks, trails or service roads used for logging or forestry or by electrical authorities, in national parks or wilderness areas, on any public or private property where entry of Vehicles may cause damage or is restricted, or at any other locations where the prevailing conditions cause an area to become unserviceable.

### **2.2 Remote Areas**

If you breakdown in a Remote Area, we will try to organise assistance through the nearest CSC. When the CSC is able to provide service you must pay at the time of service for the distance the CSC operator travels beyond its normal boundaries both to and from the point of breakdown.

In certain Remote Areas there may be instances in which we are unable to find an appropriate service provider to assist you. In these rare instances you will be required to arrange your own rescue or recovery at your own expense.

### **2.3 Qualifying for service**

#### *2.3.1 Membership identification*

On becoming a Member a private individual will be issued with a NRMA Member Card and on purchasing a Subscription the Member will be issued with a printed Membership schedule which will list the registration of the Vehicle/s nominated on the Membership. Corporate business Members are not issued with a NRMA Member Card.

When requesting Motoring Assistance, you will need to provide details to us validating your Membership. If we cannot confirm the existence of a current paid Subscription, an "On-Road Join and Go" fee, in addition to the requisite Membership fees, will be charged for the provision of Motoring Assistance.

#### *2.3.2 Affiliated Members*

NRMA Motoring & Services is a member of the AIT (Alliance Internationale de Tourisme) and FIA (Fédération Internationale de l'Automobile). In Australia, it is affiliated to members of the Australian Automobile Association (AAA). Overseas, it maintains reciprocal arrangements with most motoring organisations in the world.

A full list of affiliated organisations is available in the AAA brochure, **Handbook for Motorists**.

A Member of NRMA Motoring & Services may receive benefits in other states and internationally from affiliated motoring organisations. From club to club, these benefits vary from those provided by us. Members must check with the relevant club or in the **Handbook for Motorists** brochure for the precise nature of the services to which they are entitled.

The cost of service provided by an affiliated club to an NRMA Member will not be reimbursed by us unless the Vehicle which received the service is on a Premium Care Subscription at the time of the Breakdown and arrangements for service are made by us.

As part of the agreement between affiliated motoring organisations, NRMA Motoring & Services provides Basic Care entitlements to members of affiliated clubs upon validation of their membership in the relevant organisation.

## **2.4 Materials**

Service does not include the cost or supply of materials, emergency fuel or spare parts. If these are carried by the Patrol vehicle and are used to provide Roadside Assistance, they must be paid for by the Member at the time of service. Spare parts will not be picked up, delivered or fitted (unless carried in the Patrol vehicle).

## **2.5 Un-located or Unattended vehicles**

In the case of a Breakdown, the Member must be able to provide us with the correct location of their vehicle. Incorrect or incomplete information may cause a delay in us providing service.

The Member, or an authorised representative who is a licensed driver, must be present with the Vehicle or at an agreed meeting place when we arrive.

If the Vehicle is not attended when we arrive, service cannot be provided and one callout will be debited from the Member's callouts. Further callouts relating to the same breakdown will be considered a separate callout.

If the Vehicle is unattended when a tow truck arrives the service provider may depart the scene. In this event the Member may have to pay for the service provider to return to the point of breakdown and tow the Vehicle.

## **2.6. Response time**

Motoring Assistance is provided as soon as possible in response to a request by a Member, but response time is not guaranteed and may vary depending on, among other things, the location of the Vehicle for which assistance is requested, and the demand for assistance at the time the request is received by us, particularly in Country and Remote Areas.

# **3. Roadside Assistance**

## **3.1 Providing Roadside Assistance**

Roadside Assistance is provided for the purpose of mobilising a Vehicle which has become disabled due to unexpected Breakdown. It does not cover regular maintenance which is the responsibility of the Vehicle owner, or permanent repairs which should normally be carried out in a licensed repair workshop.

When providing Roadside Assistance we effect temporary repairs. Members are responsible for having their Vehicles repaired permanently at their own expense.

### 3.1.1 Vehicle Weight Limit

Roadside Assistance will only be provided for Vehicles which do not exceed 2.5 tonnes gross weight.

We will make every effort to provide Roadside Assistance to Vehicles over 2.5 tonnes gross weight, however, there may be instances where we are unable to mobilise such a Vehicle. In these instances we will assist the Member to make alternate arrangements at their own expense.

### 3.1.2 Emergency fuel

If a Vehicle runs out of fuel, we will supply sufficient fuel to enable the Vehicle to travel to the nearest refueling station. The Member will be charged for the fuel and must pay at the time of service. If we are unable to provide fuel we will provide a tow in accordance with the Member's Subscription entitlements to a suitable location. We do not supply LP Gas to Vehicles but will provide Towing in accordance with the Subscription entitlements. We do not provide this service for Taxis.

### 3.1.3 Lockout

We will attempt to open a Vehicle when the keys have been lost or are locked in the Vehicle. In the event that we cannot open the Vehicle we will arrange for a Tow or for a locksmith to attend. Locksmith services are at the Member's expense and a Tow will be provided in accordance with the Member's Subscription entitlements. If the lockout occurs at the Member's Home and the Vehicle needs to be Towed, the Member will be required to pay the cost of the Tow at the time of the service.

### 3.1.4 Wheel changing

We will assist in changing a wheel with a flat tyre provided the Member has a roadworthy spare to fit to the Vehicle and the Vehicle is under 2.5 tonnes gross weight. We will also endeavour to assist Vehicles which exceed 2.5 tonnes gross weight. If a roadworthy spare is not available we will Tow the Vehicle in accordance with the Member's Subscription entitlements. If we cannot assist and the Vehicle is at the Member's Home and needs a Tow, the Member will be required to pay for a Tow at the time of service.

Assistance will not be provided for damaged wheels or fitting of a wheel to a rim.

*3.1.5 NRMA Motoring Assistance benefits do not apply to or in respect of:*

- a. a Vehicle that is considered by us to be un-roadworthy, or that is unregistered;
- b. a Vehicle on which repairs have been attempted by anyone (including a licensed motor vehicle repairer), or that is partly or fully dismantled;
- c. a Vehicle that has suffered damage as a result of an Accident, flood, theft, Fire or malicious damage;
- d. a Vehicle which has been driven or transported to any licensed motor vehicle repairer including a CSC;
- e. any parts, labour or other costs associated with the repair of a Vehicle;
- f. any financial loss or liability however incurred arising from or in any way connected with a Breakdown or Accident;
- g. freight costs or costs for any sea crossings;
- h. transportation (by a vehicle other than a tow truck) of a damaged Vehicle;

- i. any costs incurred in making arrangements for pets and animals;
- j. a Vehicle if the Member continues driving against our advice or the advice of a licensed repairer;
- k. a Vehicle that has been transported to a wharf, transport depot, rail head or other similar holding or shipment facility;
- l. a Vehicle that has been used in a car rally or motor race.

In the above situations we will assist in arranging an alternate service or tow at the Member's expense payable at the time of service.

### *3.1.6 Motoring Assistance limits*

Vehicles nominated on a Basic Care Subscription are entitled to four callouts per Subscription year. A callout consists of a response to a request for assistance where a Patrol Officer or tow truck is despatched to and arrives at a breakdown. It does not include a tow where the Member has paid for the tow and does not include the despatch of an auto-electric or battery patrol if the Member pays for parts.

Where a Patrol Officer attends a Breakdown and following that attendance, a tow truck, auto-electric or battery patrol then attends at the same Breakdown this will constitute a single callout.

If a Member exhausts the service callouts in a Subscription year, they will be required to pay a service fee by credit card at the time of the call for each further service request.

Unused callouts at the end of a Subscription year may not be carried forward into the next Subscription year.

### *3.1.7 Excessive Users*

If we consider that a Member has received and continues to request Roadside Assistance or a Tow for a Vehicle on an unreasonable and excessive number of occasions in a Subscription year we may refuse to provide further Roadside Assistance or Towing and then will offer an alternative service (at the Members expense) such as a battery or auto electrical patrol, or a tow truck or we will charge the Member a fee for Roadside Assistance, which must be paid at the time the service is requested.

## **4. Towing for Nominated Vehicles**

### **4.1 Towing benefits**

The location of the breakdown and the type of coverage to which a particular Subscription entitles a Member determine the Towing benefits which can be provided.

Members are entitled to one Tow per Breakdown for the Vehicle and the Member or an authorised adult representative should arrange to travel with the Vehicle to its intended destination.

We will attempt to transport all passengers with the Vehicle provided each person can be legally transported in the tow truck. In the event that we are unable to transport all passengers we will assist in arranging alternate transport such as a taxi at the Member's expense.

#### *4.1.1 Basic Care*

**In metropolitan areas**, the first 8 km in any direction from the point of Breakdown is free-of-charge.

**In serviced Country Areas**, Members will be Towed free-of-charge to the town of the attending CSC.

If you break down in a Remote Area outside the boundary of a CSC, Towing will be provided if possible, however you must pay for the total distance travelled by the CSC operator from the CSC boundary to retrieve your Vehicle and from the point of breakdown back to the CSC boundary at commercial rates at the time of the Tow.

Towing for Trailers will be provided at commercial rates payable by the Member at the time of service.

#### *4.1.2 Classic Care*

**In metropolitan areas**, the first 20 km in any direction from the point of Breakdown is free-of-charge.

**In serviced Country Areas**, Members will be Towed free-of-charge to the town of the attending CSC.

If you break down in a Remote Area outside the boundary of a CSC, Towing will be provided if possible, however you must pay for the total distance travelled by the CSC operator from the CSC boundary to retrieve your Vehicle and from the point of breakdown back to the CSC boundary at commercial rates at the time of the Tow.

Towing for Trailers will be provided at commercial rates payable by the Member at the time of service.

#### *4.1.3 Premium Care*

**In metropolitan areas**, the first 50 km in any direction from the point of Breakdown is free-of-charge.

**In serviced Country Areas**, Members will be Towed free-of-charge to the town of the attending CSC.

If you breakdown in a Remote Area and you are more than 100 km from the boundary of a CSC (the "100 km mark"), the CSC will charge you at commercial rates for any distance travelled beyond the "100 km mark" to reach you and bring you back within the "100 km mark". Once at the boundary of the CSC you are entitled to a free Tow back to the town of the attending CSC. If you wish to travel in a direction other than towards the CSC, the distance travelled beyond the CSC boundary will be charged at commercial rates.

The entitlements outlined in this clause 4.1.3 also apply to a Trailer attached to a Vehicle on a Premium Care Subscription.

## **4.2 Type of tow**

Towing will be provided for all types of motor vehicles which do not exceed 2.5 tonnes gross weight (and in some cases 4WD Vehicles which do exceed 2.5 tonnes gross weight) provided that the Tow can be effected with Standard Towing Equipment.

Towing will be provided using the most appropriate equipment reasonably available (such as lift-tow, flat-top truck or trailer) as determined by us. In Country Areas in particular, limited types of tow trucks may be available. Should Special Towing Equipment be required (such as power winches or extended cables, or a four-wheel-drive towing vehicle), the Member is required to pay commercial rates at the time of service to the Towing provider.

### **4.3 Towing limitations and Costs**

#### *4.3.1 Toll costs*

Any toll costs incurred during the Tow must be paid by the Member at the time of the Tow. In the event that a Member is required to pay for a Tow and our Towing provider accepts a credit card payment the Member may be required to pay the credit card surcharge.

#### *4.3.2 Clean up fee*

Members will be required to pay a clean up fee to the Tow provider in the event that contamination from the Member's Vehicle makes it necessary for the tow truck to be taken off the road to be cleaned. If an additional service is required to clean up the roadway, the Member will be required to pay for this service.

#### *4.3.3 Towing limitations*

Towing benefits will not be provided for:

- a. a Vehicle damaged as a result of an Accident, flood, theft, Fire or malicious damage;
- b. a Vehicle at a Member's Home with a flat or damaged tyre if the Member does not have a spare tyre suitable to be fitted;
- c. a Vehicle at a Member's Home if keys are locked in the vehicle or lost;
- d. a Vehicle bogged in a location not trafficable to normal two-wheel drive vehicles;
- e. a Vehicle where the Tow has not been arranged by us;
- f. a Vehicle which has been modified in ways that in our opinion, increase the likelihood of it sustaining damage during Towing, or in ways that make damage-free Towing difficult, unless such modifications are removed prior to Towing. This includes modified or factory-released accessories;
- g. any Vehicle or Trailer carrying livestock or commercial goods unless the Vehicle or Trailer is unloaded;
- h. a Vehicle at a repairer, including a CSC;
- i. a Vehicle which exceeds 5.5 metres in length.

In any of the above situations, we may assist in arranging a tow however the Member must pay for the cost of the tow at commercial rates at the time of the tow.

### **4.4 Further towing**

Once a Tow has been provided for a Breakdown, any subsequent Tows arising from the same Breakdown will be provided at the Member's expense at commercial rates payable at the time of the tow. This includes towing for a Vehicle that has been Towed after hours to the Member's Home, a holding yard or other place of safety and subsequently requires further towing for the same Breakdown. This clause applies to Trailers that are entitled to Towing benefits.

## **4.5 Excess kilometres**

The distance for which a Vehicle (or Trailer that is entitled to Towing benefits) receives Towing in excess of that for which the Member is entitled to free Towing will be provided at the Member's expense at commercial rates payable to the Tow provider at the time of the Tow.

## **4.6 Salvage tow**

If a Vehicle is bogged, our Patrol vehicle may be able to Tow it a short distance without calling for a tow truck. This is called a "salvage tow". This can only be done for Vehicles less than 2 tonnes in gross weight. If towing or Special Towing Equipment is required, this will be at the Member's expense.

# **5. Trailer Assistance**

## **5.1 Motoring Assistance for Trailers**

We provide Motoring Assistance for Trailers that are used for private recreational purposes provided that the Trailer is registered and roadworthy and does not exceed 2 tonnes gross weight and is being towed by a Vehicle on a Premium Care Subscription. We do not provide Motoring Assistance to a Trailer attached to a Vehicle nominated on a Classic Care or Basic Care Subscription.

Roadside Assistance for Trailers is limited to minor or temporary repairs to make the disabled Trailer mobile. We may also assist with tyre changing, provided a roadworthy spare tyre is available and the Member is able to provide the correct equipment, such as a jack designed for the Trailer. Service to accessories such as stoves, camping equipment and interior lights is excluded.

## **5.2 Towing Conditions for Trailers**

Trailers that are entitled to Towing benefits are entitled to the same benefits and are subject to the same limitations as the Premium Care Vehicle which is towing the Trailer at the time of the Breakdown. See clause 4 (other than 4.1.1 and 4.1.2) for benefits and limitations.

Notwithstanding clause 4, towing benefits are not available for a Trailer which:

- a. exceeds 2 tonnes gross weight or which exceeds 5.5 metres in length, 2.5 metres in width or 2.6 metres in height;
- b. is used for business or commercial purposes;
- c. is, in our opinion, overloaded or not safely loaded or secure;
- d. is being towed by a Vehicle to which clause 4.3.3 applies.

In any of the above situations, we may assist to arrange for towing, however the Member must pay the cost of the tow at commercial rates at the time of the tow.

## **5.3 Excess kilometres**

If a Tow in excess of the distance to which a Member is entitled (see clause 4.1.3) is required for both the Vehicle and Trailer, the Member must pay for this distance for both the Vehicle and the Trailer.

## 6. Premium Care

### 6.1 Premium Care benefits

Premium Care offers the following benefits up to \$3000.00 (inc. GST) in a Subscription year in the event of a Major Mechanical Breakdown to your Vehicle.

The following Premium Care benefits only apply to a Trailer where expressly mentioned.

- (a) **Car Rental:** we will pay for car rental at the rate of \$100 (inc. GST) per day, base rate, up to a maximum of 7 days whilst the Vehicle is being repaired or the Member continues their journey. We will also pay up to \$165 (inc. GST) towards the rental car relocation fee.
- (b) **Accommodation:** we will pay up to \$700 (inc. GST) (room rate only) for the driver and up to four passengers whilst the Vehicle is being repaired. This does not include pre-booked accommodation.
- (c) **Passenger transport:** we will pay for economy class rail or coach transport to the Member's Home or intended destination for the driver and up to four passengers. We will also pay the cost of travel for one person to collect the Vehicle.
- (d) **Vehicle transport:** we will pay for transport for the Vehicle (or Trailer) by road or rail to the Member's Home, intended destination or to a mechanic of the Member's choice. This transport is not available for a Vehicle (or Trailer) that has been involved in an Accident or is damaged due to Fire, theft, flood, or malicious damage.

### 6.2 Accident assistance

In the event that your Vehicle is involved in an Accident we will pay up to \$300 (inc. GST) (room rate only) for the driver and up to four passengers while the Vehicle is repaired. This does not include pre-booked accommodation. We will also pay for economy coach or rail travel for the driver and up to four passengers to the Member's Home or to the intended destination.

### 6.3 Special Terms & Conditions for Premium Care

- 6.3.1 Only persons who are Australian citizens or permanent residents of Australia are entitled to purchase Premium Care.
- 6.3.2 Benefits are not available until the day after a Member subscribes to Premium Care and do not extend to an incident resulting in a Breakdown which occurred prior to the nomination of the Vehicle to the Premium Care Subscription.
- 6.3.3 Premium Care benefits will only be provided in the case of an Accident or Major Mechanical Breakdown more than 100 km from a Member's Home (as recorded on the Member's current drivers license).
- 6.3.4 Where a Subscription is being transferred to another Vehicle, the Member is not entitled to receive benefits for the Vehicle to which the Subscription is being transferred unless the Member has notified us of the transfer of the Subscription prior to the request for such benefits.

- 6.3.5 Premium Care is not available for Vehicles that are used for commercial purposes such as rental or hire cars or taxis.
- 6.3.6 Although we will make every effort to provide and arrange all benefits to which Members are entitled under Premium Care, there may be instances in which resources and equipment are unavailable or are limited. The provision of benefits is subject to this limitation, particularly in Country Areas and Remote Areas.
- 6.3.7 Vehicles which exceed 2.5 tonnes gross weight, or which do not exceed 2.5 tonnes gross weight but which are greater than 5.5 metres in length, 2.5 metres in width or 2.6 metres in height, are not eligible for vehicle transport.
- 6.3.8 Members are responsible for abiding by the terms and conditions of rental car providers if hiring a rental car.
- 6.3.9 Members are not entitled to receive a rental car as part of Premium Care benefits after they have arrived at their Home.
- 6.3.10 Premium Care is not available for Breakdowns that occur outside Australia.
- 6.3.11 Premium Care cover is not available for a Vehicle that cannot be opened or started because the keys have been locked in the Vehicle or lost, or to a Vehicle with a flat or damaged tyre where a roadworthy spare is not available.
- 6.3.12 Premium Care does not cover certain costs associated with hire cars such as security deposits, cost of delivery, insurance, fees, stamp duties, airport taxes, excess kilometres, fuel and any other costs additional to the daily rental fee of a hire car.
- 6.3.13 If a Member pays their Premium Care Subscription fee after the "expiry date" of the Subscription, Membership entitlements will be available only from the payment date. This means Membership benefits will not be backdated.
- 6.3.14 Accommodation benefits only apply if the Member chooses to stay in the locality of the breakdown whilst the Vehicle is being repaired.
- 6.3.15 All Premium Care entitlements and benefits must be authorised and arranged by us.
- 6.3.16 Premium Care benefits are only available in the Subscription year and may not be accrued for subsequent Subscription years.

## **7. Traveller Care**

A Traveller Care Subscription may be purchased by a Member who is also a Member of the Royal Automobile Club of Australia (RAC) or who is entitled to receive Roadside Assistance for their vehicle through a manufacturer's warranty program.

The benefits to which a Member is entitled under a Traveller Care Subscription are those set out in clause 6.1. Motoring Assistance is not provided under Traveller Care.

***These Terms & Conditions may be amended from time to time without written notification.***





National Roads and Motorists' Association Limited  
ABN 77 000 010 506  
Trading as NRMA Motoring & Services