



# *Your Membership Entitlements*

**TERMS AND CONDITIONS**

Effective from 1 November 2007

# Thank you for choosing NRMA Motoring and Services.

This document explains the terms and conditions of your NRMA Membership, the services provided by NRMA, and your obligations as a NRMA Member.

## Our Subscription Packages include:

- Premium Care
- Classic Care
- Basic Care
- Traveller Care
- Club Care
- Taxi Membership

## Roadside Assistance:

We provide Roadside Assistance for Vehicles with Premium Care, Classic Care or Basic Care cover, and taxis nominated on a Taxi Membership.

## Areas we cover:

We provide services in New South Wales and the Australian Capital Territory. You also receive benefits from affiliated motoring organisations in other states of Australia and internationally.

We also provide services to Members of affiliated clubs in Australia and overseas. A full list of affiliated organisations is available in the Australian Automobile Association brochure **“Handbook for Motorists”** at [www.aaa.asn.au](http://www.aaa.asn.au) under Touring Information.

## How to contact us:

If you need to speak to someone about your Membership call 13 11 22 or visit your local NRMA office. Information about Membership is also provided on our website [www.mynrma.com.au](http://www.mynrma.com.au).

If you breakdown, call 13 11 11 from anywhere in Australia for Roadside Assistance.

If you have a Premium Care or Traveller Care Package, call us on our special hotline on 1300 772 273 from anywhere in Australia for us to arrange your benefits.

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# Our Subscription Packages

## 1. PREMIUM CARE

All Premium Care entitlements and benefits must be authorised and arranged by calling us on 1300 772 273 from anywhere in Australia.

### 1.1 Roadside Assistance

Your nominated Vehicle and any Trailer attached to it are entitled to Roadside Assistance.

### 1.2 Towing for your Vehicle and Trailer

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

**In serviced Country Areas**, you can choose to be Towed free-of-charge to the town of the attending Country Service Centre or for the first 50 km in any direction from the point of Breakdown.

If you need Towing for your Vehicle and/or Trailer in a Remote Area outside the Boundary of the Country Service Centre attending your Breakdown, you will be eligible for up to 100 km free Towing back to the Boundary of the attending Country Service Centre. The distance from the Boundary either to the town of the attending Country Service Centre or for the first 50 km in any direction of your choice is covered by your Premium Care entitlements.

These Towing entitlements also apply to a Trailer attached to a Vehicle on a Premium Care Subscription Package, even if the Vehicle does not need to be Towed.

## 1.3 Premium Care Benefits

Premium Care offers benefits up to \$3000 (inc. GST) in a Subscription Year if you're more than 100 km from home and your Vehicle has a Major Mechanical Breakdown which cannot be fixed in less than 24 hours. (Please refer to the definition of Major Mechanical Breakdown found on page 37). These benefits apply to a Trailer where expressly stated.

- **Car Rental:** we will pay up to \$100 (inc. GST) per day for the base rate of a car rental, up to a maximum of 7 days while your Vehicle is being repaired or while you continue your journey. We will also pay up to \$165 (inc. GST) towards the rental car relocation fee.
- **Accommodation:** we will pay up to \$700 (inc. GST) (room rate only) for the driver and up to four passengers while the Vehicle is being repaired. This does not include pre-booked accommodation.
- **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.
- **Vehicle transport:** we will pay for road or rail transport for the Vehicle or Trailer to the Member's Home, intended destination or to a mechanic of your choice. This benefit is not available for a Vehicle or Trailer that: has been involved in an Accident; is damaged due to Fire, theft, Flood, Water Damage or malicious damage; or is roadworthy and not immobilised due to a Major Mechanical Breakdown.

## 1.4 Accident Assistance

If your Vehicle is involved in an Accident we will pay up to \$300 towards the room rate (inc. GST) if accommodation is required 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 your intended destination.

## 1.5 Locksmith Service

- In the event that NRMA is unable to unlock your Vehicle, on your request it may arrange a professional locksmith on your behalf. NRMA will contribute a maximum of \$100 (inc. GST) in a Subscription Year for the cost of that locksmith.
- NRMA will not contribute towards locksmith costs if: You make your own arrangements for a locksmith to attend your Vehicle; a locksmith was dispatched to You in error or under false or misleading circumstances; or the request is made in regard to a Vehicle located at Home.
- The provision of a locksmith to attend your Vehicle may not be possible in some areas, including but not limited to Remote and Country Areas.
- NRMA does not guarantee that the locksmith dispatched to attend your Vehicle will be able to assist You, gain access to your Vehicle, or mobilise your Vehicle.
- NRMA accepts no liability for any loss or damage (including without limitation consequential loss or damage) however caused, which is suffered by You as a result of the provision of locksmith services to your Vehicle.
- Repairs or replacement of key and/or ignition barrels for your Vehicle will be at your own expense.

## 1.6 Motoring Assistance for Trailers Trailers covered

We provide Motoring Assistance for Trailers used for private recreational purposes (and not used for business and commercial purposes) provided that the Trailer is registered, roadworthy, does not exceed 2 tonnes Laden Mass and is being towed by a Vehicle on a Premium Care Subscription Package.

## Roadside Assistance for Trailers

Roadside Assistance for Trailers is limited to minor or temporary repairs to mobilise the disabled Trailer. We may also assist with tyre changing, provided a roadworthy spare tyre is available and you have the correct equipment. Other service, including service to accessories such as stoves, camping equipment and interior lights is excluded.

## Towing for Trailers

Trailers that are eligible for Towing have the same benefits as the Premium Care Vehicle towing the Trailer at the time of Breakdown.

If your Vehicle and Trailer need a Tow in excess of the distance allowed under Premium Care, you must pay for such excess, for both the Vehicle and the Trailer, at Commercial Rates.

Towing benefits are not available for a Trailer which:

- exceeds: 2 tonnes Laden Mass; 2.5 metres in width; or 2.6 metres in height;
- in our opinion, is overloaded or not safely loaded or secure. In both cases, we may help arrange for Towing, but you must pay the tow cost at the time of service at Commercial Rates.

## 1.7 Premium Care Conditions

- Premium Care is only available to Australian citizens, permanent residents of Australia or those that hold an Australian visa valid for over 12 months.
- Premium Care benefits are provided only for Accidents or Major Mechanical Breakdowns, regardless of who is driving the Vehicle.
- If a Subscription Package is being transferred to another Vehicle, benefits become available 48 hours after we have been notified of the change.
- Premium Care is not available for Vehicles that are used for commercial purposes, such as rental or hire cars or taxis.

- Although we make every effort to provide and arrange all Premium Care benefits, providing benefits will depend on the availability of equipment and resources, particularly in Country Areas and Remote Areas.
- Vehicles are not eligible for Vehicle transport if they are greater than: 3.5 tonnes Laden Mass; 5.5 metres in length; 2.5 metres in width; or 2.6 metres in height.
- You are responsible for abiding by the terms and conditions of rental car providers if hiring a rental car.
- You are not entitled to receive a rental car as part of Premium Care after you have arrived at your Home.
- Premium Care is not available for Breakdowns that occur outside Australia.
- 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 for a Vehicle with a flat or damaged tyre where a roadworthy spare is not available.
- Premium Care does not include 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 outside the daily rental fee of a hire car.
- If you pay your Premium Care Subscription Fee after the “expiry date”, Membership benefits will be available only from the payment date and will not be backdated.
- Accommodation benefits apply only if you choose to stay in the area of the Breakdown while the Vehicle is being repaired.
- Premium Care benefits are only available in the Subscription Year and may not be carried over to following Subscription Years.
- Premium Care benefits do not cover repairs made to your Vehicle by any person other than a licensed mechanic.

## 2. CLASSIC CARE

### 2.1 Roadside Assistance

Your nominated Vehicle is entitled to Roadside Assistance.

### 2.2 Towing for your Vehicle

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

**In serviced Country Areas**, you will be Towed free-of-charge to the town of the attending Country Service Centre.

If you want to have your Vehicle Towed in any direction other than back to the town of the attending Country Service Centre, at the time of the Tow you must pay Commercial Rates for the full costs of Towing.

If you break down in a Remote Area outside the Boundary of a Country Service Centre, Towing will be provided but you must pay Commercial Rates at the time of the tow, for the total distance travelled by the Country Service Centre operator, from the Boundary to retrieve your Vehicle and from the point of Breakdown back to the Boundary. Towing for Trailers will be provided at Commercial Rates payable by you at the time of service.

## 3. BASIC CARE

### 3.1 Who can purchase Basic Care?

Basic Care Subscription Package is no longer available to any new or existing Member, except those Members that currently hold a Basic Care Subscription Package.

As such, Members cannot purchase, upgrade or downgrade to a Basic Care Subscription Package at any time.

### 3.2 Existing Members on Basic Care

Members that currently hold a Basic Care Subscription Package will receive existing Motoring Assistance benefits (see further clause 3.3 and 3.4).

However, if your Basic Care Subscription Package lapses, is cancelled by you, or is changed to another type of Subscription Package, it cannot be re-purchased. In these circumstances, only an Available Subscription Package will be offered to you.

### 3.3 Roadside Assistance

Your nominated Vehicle is entitled to Roadside Assistance. The Vehicle is entitled to four callouts per Subscription Year.

### 3.4 Towing for your Vehicle

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

**In serviced Country Areas**, you will be Towed free-of-charge to the town of the attending Country Service Centre.

If you want to have your Vehicle Towed in any direction other than back to the town of the attending Country Service Centre, at the time of the Tow you must pay Commercial Rates for the full costs of Towing.

If you break down in a Remote Area outside the Boundary of a Country Service Centre, Towing will be provided but you must pay Commercial Rates at the time of the tow, for the total distance travelled by the Country Service Centre operator, from the Boundary to retrieve your Vehicle and from the point of Breakdown back to the Boundary. Towing for Trailers will be provided at Commercial Rates payable by you at the time of service.

## 4. TRAVELLER CARE

All Traveller Care entitlements and benefits must be authorised and arranged by calling us on 1300 772 273 from anywhere in Australia.

### 4.1 Who can purchase Traveller Care?

A Traveller Care Subscription Package 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 through a manufacturer's warranty program.

### 4.2 Towing for your Vehicle and Trailer

**In Metropolitan Areas**, if your Vehicle and/or Trailer breaks down, the first 50 km of Towing of your Trailer in any direction from the point of Breakdown is free-of-charge.

**In serviced Country Areas**, if your Vehicle and/or Trailer breaks down, your Trailer will be Towed free-of-charge to the town of the attending Country Service Centre.

If you need Towing for your Vehicle and or Trailer in a Remote Area outside the Boundary of the Country Service Centre attending your Breakdown, you will be eligible for up to 100 km free Towing for your Vehicle and/or Trailer back to the Boundary of the attending Country Service Centre. For your Trailer the distance from the Boundary to the town of the attending Country Service Centre is covered by your Traveller Care entitlements. For your Vehicle the distance from the Boundary to the town of the attending Country Service Centre is not covered by your Traveller Care entitlements.

If you want to have your Vehicle and/or Trailer Towed in any direction other than back to the town of the attending Country Service Centre, you must pay the full costs of Towing at the time of the Tow, at Commercial Rates.

If only the Trailer towed by a Vehicle breaks down, the Trailer, but not the Vehicle is entitled to Towing.

### 4.3 Traveller Care Benefits

Traveller Care offers benefits up to \$3,000 (inc. GST) in a Subscription Year if your Vehicle has a Major Mechanical Breakdown. These Traveller Care benefits apply to a Trailer only where expressly mentioned.

- **Car Rental:** we will pay up to \$100 (inc GST) per day for the base rate of a car rental up to a maximum of 7 days while the Vehicle is being repaired or you continue your journey. We will also pay up to \$165 (inc. GST) towards the rental car relocation fee.

- **Accommodation:** we will pay up to \$700 (inc. GST) (room rate only) for the driver and up to four passengers while the Vehicle is being repaired. This does not include pre-booked accommodation.
- **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.
- **Vehicle transport:** we will pay for road or rail transport for the Vehicle or Trailer to the Member's Home, intended destination or to a mechanic of your choice. Transport is not available for a Vehicle or Trailer that: has been involved in an Accident; is damaged due to Fire, theft, Flood, Water Damage, or malicious damage; or is roadworthy and not immobilised due to a Major Mechanical Breakdown.

Motoring Assistance is provided only to a Trailer which is towed by a Vehicle nominated on a Traveller Care Subscription Package.

#### 4.4 Accident Assistance

If your Vehicle is involved in an Accident we will pay up to \$300 towards the room rate (inc. GST) if accommodation is required 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 your intended destination.

#### 4.5 Motoring Assistance for Trailers Trailers covered

We provide Motoring Assistance for Trailers used for private recreational purposes only (not business or commercial purposes) provided that the Trailer is registered, roadworthy, does not exceed 2 tonnes Laden Mass and is being towed by a Vehicle on a Traveller Care Subscription Package.

#### Roadside Assistance for Trailers

Roadside Assistance for Trailers is limited to minor or temporary repairs to mobilise the disabled Trailer. We may also assist with tyre changing, provided a roadworthy spare tyre is made available by the Member and you have the correct equipment. Service to accessories such as stoves, camping equipment and interior lights is excluded. Traveller Care benefits only apply to a Trailer where expressly mentioned.

#### Towing for Trailers

Trailers that are eligible for Towing have the same benefits as the Traveller Care Vehicle which is towing the Trailer at the time of the Breakdown.

If your Vehicle and Trailer need a Tow in excess of the distance allowed under Traveller Care, you must pay the excess for both the Vehicle and the Trailer.

Towing benefits are not available for a Trailer which:

- is greater than: 2 tonnes Laden Mass, 2.5 metres in width, or 2.6 metres in height;
- in our opinion, is overloaded or not safely loaded or secure. In both cases, we may help arrange for Towing, but you must pay the tow cost at the time of the Tow at Commercial Rates.

#### 4.6 Traveller Care Conditions

- Traveller Care is only available to Australian citizens, permanent residents of Australia and those holding an Australian visa valid for over 12 months.
- Traveller Care benefits are provided only for Accidents or Major Mechanical Breakdowns, regardless of who is driving the Vehicle.
- If a Subscription Package is being transferred to another Vehicle, you must notify us of the transfer prior to any request for benefits.
- Traveller Care is not available for Vehicles that are used for commercial purposes, such as rental or hire cars or taxis.

- Although we make every effort to provide and arrange all Traveller Care benefits, providing benefits will depend on the availability of equipment and resources, particularly in Country Areas and Remote Areas.
- Vehicles are not eligible for Vehicle transport if they are greater than 3.5 tonnes Laden Mass, 5.5 metres in length, 2.5 metres in width, or 2.6 metres in height.
- You are responsible for abiding by the applicable car hire terms and conditions if hiring a rental car.
- Traveller Care does not entitle you to receive a rental car after you have arrived at your Home.
- Traveller Care is not available for Breakdowns that occur outside Australia.
- Traveller Care is not available for a Vehicle: that cannot be opened or started because the keys have been locked in the Vehicle or lost; or with a flat or damaged tyre, unless a roadworthy spare tyre is made available by the Member.
- Traveller Care does not include certain car hire costs, including 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.
- If you pay your Traveller Care Subscription Fee after the “expiry date”, benefits will be available only from the payment date and will not be backdated.
- Accommodation benefits apply only if you choose to stay in the area of the Breakdown whilst the Vehicle is being repaired.
- Traveller Care benefits are only available in the Subscription Year and may not be carried over to following Subscription Years.

## 5. CLUB CARE

Club Care Membership entitles you to all Membership rights and benefits except Roadside Assistance, Towing Services and related Services. If a Club Care Member breaks down and requires Roadside Assistance, they will be required to upgrade to Classic Care or Premium Care and must pay an “On-Road Join and Go” fee (additional conditions apply for Premium Care).

## 6. TAXI MEMBERSHIP

A Member who owns a taxi may purchase a Subscription Package for that taxi. This entitles the nominated taxi to one callout for Roadside Assistance, or a free Tow up to 8 km in Metropolitan Areas or back to the town of the attending Country Service Centre 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 and must be paid by credit card at the time assistance is requested.

A full 12 month 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. Other Subscription Packages are not available for taxis.

# About Our Services

## 7. ROADSIDE ASSISTANCE

### 7.1 Providing Roadside Assistance

Vehicles nominated on Premium Care, Classic Care, or Basic Care and taxis nominated under a Taxi Membership are entitled to Roadside Assistance. This entitlement also applies to a Trailer attached to a Vehicle on a Premium Care or Traveller Care Subscription Package.

Roadside Assistance is provided to mobilise a Vehicle which has become disabled due to unexpected Breakdown. When providing Roadside Assistance we carry out temporary repairs and not regular maintenance or permanent repairs, normally carried out in a licensed repair workshop. You are responsible for having your Vehicle repaired permanently at your own expense.

When requesting Roadside or Motoring Assistance, you will need to provide details validating your Membership. If we cannot confirm a current paid Subscription Package, an "On-Road Join and Go" fee, in addition to Membership fees, will be charged for providing Roadside or Motoring Assistance.

#### Vehicle Weight

We will make every effort to provide Roadside Assistance to Vehicles over 2.5 tonnes Laden Mass which are nominated on a Basic Care or Classic Care Subscription Package and 3.5 tonnes Laden Mass for Vehicles which are nominated on a Premium Care Subscription Package. However, there may be circumstances where we are unable to mobilise such Vehicles. In these cases, we will assist you to make alternative arrangements at your own expense.

#### Emergency fuel

If a Vehicle runs out of fuel, we will supply enough fuel for you to drive your Vehicle to the nearest refuelling station where you can purchase fuel during normal business hours. You will be charged and must pay for the fuel at the time of service. If we are unable to provide fuel or if your Vehicle uses LP Gas, we will provide Towing to the nearest refuelling station (subject to your Towing entitlements) where you can purchase fuel during normal business hours. We do not provide this service for Taxis.

#### Lockout

We will attempt to open a Vehicle if the keys have been lost or are locked in the Vehicle. If we cannot open the Vehicle we will arrange for a professional locksmith to attend the Vehicle. Locksmith services are at your own expense (Premium Care Members are entitled to partial reimbursement where NRMA has arranged such services – please refer to clause 1.5 for further information).

#### Wheel changing

We will change a wheel with a flat tyre provided you have a roadworthy spare available and your Vehicle is under 2.5 tonnes Laden Mass. We will also try to assist Vehicles over 2.5 tonnes Laden Mass. If a roadworthy spare is not available we will Tow the Vehicle in accordance with your Subscription Package entitlements. If your Vehicle is at your Home and needs a Tow, you must 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.

#### Supply of materials, fuel and spare parts

Roadside Assistance does not include the cost or supply of materials, emergency fuel or spare parts, which must be paid for by you at the time of service. Spare parts will not be picked up, delivered or fitted (unless carried in the Patrol vehicle).

## Un-located or unattended Vehicles

In the case of a Breakdown, you must be able to provide us with the correct location of your Vehicle. Incorrect or incomplete information may cause a delay in the provision of service.

You, 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 your Membership benefits. Further callouts relating to the same Breakdown will be considered an additional, separate callout.

If the Vehicle is unattended when a tow truck arrives the tow truck may leave the scene. If this happens, you may have to pay for the tow service to return to the point of Breakdown and tow the Vehicle.

## Response time

We endeavour to provide Motoring Assistance as soon as is practicable in response to your request. Response time is not guaranteed and may vary depending on, among other things, the location of the Vehicle and the general demand for Motoring Assistance at the time your request is received, particularly in Country and Remote Areas. If you use a mobile phone or GPS device to request Motoring Assistance, we will endeavour (where possible and where we have compatible technology available) to use the mobile phone or GPS device signal to identify the location of your Vehicle. We may record all incoming telephone calls in order to improve our service and to prevent and detect fraud.

## Exclusions

NRMA Motoring Assistance benefits do not apply to:

- a Vehicle that is unregistered or considered by us to be unroadworthy;
- a Vehicle on which repairs have been attempted by anyone (including a licensed motor vehicle repairer), or that is partly or fully dismantled;

- a Vehicle that has suffered damage as a result of an Accident (Members with Premium Care and Traveller Care Packages are entitled to Accident assistance), Flood, theft, Fire or malicious damage;
- a Vehicle that has, in our opinion, suffered Water Damage;
- a Vehicle that has more than one tyre that has: suffered damage; a loss of air; or has been slashed;
- a Vehicle which has been driven or transported to any licensed motor vehicle repairer including a Country Service Centre;
- any parts, labour or other costs associated with the repair of a Vehicle;
- any financial loss or liability in any way connected with a Breakdown or Accident;
- freight costs or costs for any sea crossings;
- transportation (by a vehicle other than a tow truck) of a damaged Vehicle;
- any responsibility and costs incurred in making arrangements for pets and animals;
- a Vehicle if the Member continues driving against our advice or the advice of a licensed repairer;
- a Vehicle that has been transported to a wharf, transport depot, rail head or other similar holding or shipment facility;
- a Vehicle that has been used in a car rally or motor race; or
- when in the opinion of NRMA, a Breakdown is deemed unsafe for a Patrol Officer to attempt, or continue attempting, to mobilise a Vehicle.

In the above situations we will assist in arranging an alternative service or tow at your expense, payable at the time of service.

## Motoring Assistance callout limits

Vehicles on a Basic Care Subscription Package 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 you have paid for the tow and does not include the despatch of an auto-electric or battery patrol if you pay for parts. Where a Patrol Officer attends a Breakdown and a tow truck, auto-electric or battery patrol also attends the same Breakdown, this will count as a single callout. If you use up all your service callouts in a Subscription Year, you will be required to pay a service fee at the time of each further service callout. Unused callouts at the end of a Subscription Year may not be carried forward into the next Subscription Year.

### Excessive Users

If we consider that you have received (and continue to request) Roadside Assistance or a Tow for a Vehicle on an excessive number of occasions in a Subscription Year, we may refuse to provide further Roadside Assistance or Towing. We will offer an alternative service (at your expense) such as a battery or auto electrical patrol or a tow truck, or charge you a fee at Commercial Rates for Roadside Assistance, payable at the time the service is requested.

## 8. TOWING FOR NOMINATED VEHICLES

### 8.1 Towing Benefits

The location of the Breakdown and your Subscription Package, will determine the Towing benefits which can be provided.

You are entitled to one Tow per Breakdown for the Vehicle and you 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 safely and legally transported in the tow truck. You must tell NRMA at the time of making a callout if you have any special needs or requirements which may affect your ability to be transported in a tow truck. If we are unable to transport all passengers, we will assist in arranging alternative transport at your expense at Commercial Rates.

### 8.2 Type of Tow

Towing will be provided for all types of Vehicles which do not exceed 2.5 tonnes Laden Mass that are nominated on a Basic Care or Classic Care Subscription Package, or 3.5 tonnes Laden Mass for Vehicles nominated on a Premium Care or Traveller Care Subscription Package, provided that the Tow can be made with Standard Towing Equipment and such equipment is available. Towing will be provided using the most appropriate equipment 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, extended cables, or a four-wheel-drive towing vehicle) you must pay the Towing provider at prevailing Commercial Rates at the time of service.

### 8.3 Towing limitations and costs

#### Toll costs

Any toll costs incurred during the Tow must be paid by you at the time of the Tow. If you have to pay for a Tow and our Towing provider accepts a credit card payment, you may be required to pay the credit card surcharge.

#### Clean up fee

You must pay a clean up fee to the Tow provider if contamination from your Vehicle makes it necessary for the tow truck to be taken off the road and cleaned. If an additional service is required to clean up the roadway, you will also be required to pay for this service.

#### Towing limitations

Towing benefits will not be provided for:

- a Vehicle damaged as a result of an Accident, Flood, theft, Water Damage, Fire or malicious damage;
- a Vehicle at a Member's Home with a flat or damaged tyre if the Member does not have a suitable spare tyre for fitting;
- a Vehicle at a Member's Home if keys are locked in the Vehicle or lost;

- a Vehicle bogged in a location inaccessible to normal two-wheel drive vehicles;
- a Vehicle where the Tow has not been arranged by us;
- a Vehicle which has been manufactured or modified in ways which in our opinion will increase the probability of it being damaged during Towing. We may ask for modifications (including modified or factory-released accessories) to be removed prior to Towing;
- any Vehicle or Trailer carrying livestock or commercial goods unless the Vehicle or Trailer is unloaded;
- a Vehicle at a repairer, including a Country Service Centre;
- a Vehicle which exceeds 5.5 metres in length and/ or 2.5 tonnes Laden Mass (for Vehicles nominated on a Basic Care or Classic Care Subscription Package) and 3.5 tonnes Laden Mass (for Vehicles nominated on a Premium Care or Traveller Care Subscription Package).

In any situations above, we may assist in arranging a tow but you must pay for the cost of the tow at Commercial Rates at the time of service.

#### 8.4 Subsequent tows for the same Breakdown

Once a Tow has been provided for a Breakdown, any subsequent tows for the same Breakdown will be paid for by you at Commercial Rates at the time of service. 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 then needs further towing for the same Breakdown. This applies to Trailers that are entitled to Towing benefits.

#### 8.5 Excess kilometres

If a Tow for your Vehicle (and/or Trailer that is entitled to Towing benefits) is in excess of the distance for which you are eligible you must pay the Tow provider for the excess distance at commercial rates at the time of the Tow.

#### 8.6 Salvage tow

If your Vehicle has pulled to the side of the road and has become bogged without being involved in an Accident, we will attempt to salvage you from the situation without calling for a tow truck. This can only be done for Vehicles less than 2.5 tonnes Laden Mass (for Vehicles nominated on a Basic Care or Classic Care Subscription Package) and 3.5 tonnes Laden Mass (for Vehicles nominated on a Premium Care Subscription Package). If Towing Equipment is required, this will be at your expense.

### 9. AREAS COVERED

We provide 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, which cover most Country Areas throughout New South Wales.

Service is available only 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; any other locations where the conditions cause an area to become unserviceable.

#### Remote Areas

If you break down in a Remote Area, we will try to organise Roadside Assistance through the nearest Country Service Centre. In certain Remote Areas there may be occasions when 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.

# Your Membership

## 10. MEMBERSHIP DETAILS

### 10.1 Membership of NRMA Motoring & Services Who can become a Member?

You can become a Member of NRMA Motoring & Services in your own name if you are:

- a private individual
- a corporation with an ABN (Australian Business Number), ACN (Australian Company Number) or ARBN (Australian Registered Body Number)
- a corporation or other organisation 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; or 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 four people can be included on a Membership.

#### 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.

Joint Memberships are allowed only at the time when becoming a Member except when two existing Members join their Memberships and the same Vehicle has been previously nominated under both Memberships; if two existing Members join their Memberships with the same Vehicle the administration fee will not be charged.

## 10.2 Becoming a Member

### How to obtain your Membership

There is an initial administration fee to join, plus an annual Subscription Fee for the nomination of your Vehicle on a Available Subscription Package. This also applies to the purchase of Club Care. Once these fees are receipted and validated you are recorded as a Member.

#### Administration fee

You pay an administration fee only when you become a new Member of the NRMA. In some cases (including transfers of Membership from affiliated motoring clubs in other states and certain other cases) the administration fee may not apply.

#### Subscription Fee

A Subscription Fee is payable for each Vehicle You nominate to receive Motoring Assistance under a Subscription Package. The annual Subscription Fee varies depending on the type of Subscription Package purchased by You. You can choose to pay for a Subscription Package by having the Subscription Fee automatically deducted once a year from your nominated credit card account.

#### Nominating vehicles

Members (other than a Club Care Member) can nominate one Vehicle to receive Motoring Assistance benefits under each Subscription Package purchased. To nominate a Vehicle you must be the registered owner of that Vehicle. Unregistered Vehicles cannot be covered on a Subscription Package. You can purchase as many Subscription Packages under your Membership as you like.

#### Transferring Memberships or Subscription Packages

In certain situations, such as 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 Package can be transferred.

Transfer of a Subscription Package or Membership can be made only at the request of the current Member and/or the executor or by a person with power of attorney. Transferring the Subscription Package means crediting the chosen recipient with the Member's remaining Subscription Package entitlements and service limits. A recipient who is not already a Member must 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.

### Changing Levels of Cover on a Vehicle

You may change the Subscription Package for your Vehicle simply by purchasing an Available Subscription Package when your current Subscription Package is due for renewal. If you are on a Basic Care Subscription Package, please refer to clause 3.2 for further information. If you wish to change your Subscription Package before the renewal date the following will apply;

- **Basic Care to Classic Care** – you will be required to purchase a full twelve-month Classic Care Subscription Package and will not be entitled to a refund for the remainder of the Basic Care Subscription Package.
- **Basic Care to Premium Care** – you will be required to pay the difference between the cost of the Basic Care Subscription Package and a Premium Care Subscription Package for each Vehicle for the time remaining on the Basic Care Subscription Package. This will entitle you to Premium Care benefits for the remaining time of your Subscription Package.
- **Classic Care to Premium Care** – you will be required to pay the difference between the cost of the Classic Care Subscription Package and a Premium Care Subscription Package for each Vehicle for the time remaining on the Classic Care Subscription Package. This will entitle you to Premium Care benefits for the remainder of your Subscription Package.

- **Club Care Members upgrading to Classic Care** be required to pay a pro rata fee for the time remaining on their Subscription Package. Club Care Members upgrading to Premium Care, will be required to pay the difference between the cost of the Club Care Subscription Package and a Premium Care Subscription Package for each Vehicle for the time remaining on the Club Care Subscription Package. Club Care Members cannot upgrade to a Basic Care Subscription Package (see clause 3.1).

You may downgrade your Subscription Package at any time, but there will be no refund provided by us. Your Subscription Package cannot be downgraded to Basic Care (see clause 3.1). Taxi Memberships and Traveller Care Subscription Packages cannot be transferred during a Subscription Year.

### 10.3 NRMA Member Card

On becoming a Member, private individuals will be issued with a NRMA Member Card. On purchasing a Subscription Package, the Member will also receive a printed Membership schedule which lists the registration of the Vehicle/s nominated on the Subscription Package.

### 10.4 Changing Membership details

#### Who is authorised to make changes to a Membership?

Only a person named on a Membership, a person with power of attorney, an executor – 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 are made to the Membership.

#### Change of name

Changing the name on a Membership is only allowed 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, and the ABN, ACN or ARBN remains the same.

Details will only be changed if proof is provided.

### 10.5 Privacy

By becoming a Member, you agree to us collecting, storing, using and protecting your personal information in accordance with our Privacy Policy, available at [www.mynrma.com.au](http://www.mynrma.com.au) and amended by NRMA from time to time. Our Privacy Policy includes information about safeguards in place for your personal information and sets out how we manage Your personal information.

### 10.6 Changing a Vehicle nominated on a Subscription Package

A Nominated Vehicle can only be changed if that Vehicle has been disposed of or sold and replaced with another Vehicle, or if the registration number has changed.

### 10.7 Membership years

#### Continuous Membership years

Membership must remain current for continuity of Member years. Participation in loyalty programs depends on continuous Membership years (see “Expiry and cancellation of Membership and Subscription Packages” for more information).

#### Crediting of Membership years

- **Splitting a Joint Membership.** If a Member wishes to split a Joint Membership, each of the individual Members is entitled to the number of Member years credited to the joint Membership immediately before it was separated.
- **Affiliated clubs.** Members joining NRMA Motoring & Services from an affiliated motoring club may have the continuous Membership years from the affiliated club credited to their NRMA Motoring & Services Membership. This applies only if the Membership being transferred is current.

- **Deceased estate.** The Membership years of a deceased Member may be credited only to the spouse or de-facto partner at the request of the executor or trustee of the estate. Other beneficiaries to whom the deceased Member’s Subscription Package is transferred are not entitled to receive these Membership years.

### 10.8 Expiry and cancellation of Membership and Subscription Packages

#### When does a Subscription Package lapse and a Membership expire?

Each Subscription Package must be paid for by its expiry date. If the Subscription Fee is not paid within three months of the expiry date, the Subscription Package will lapse. If a Basic Care Subscription Package lapses, it cannot be re-purchased. You must select from another Available Subscription Package (see clause 3.2). If all Subscription Packages on a Membership lapse, the Membership will expire and all Membership benefits and entitlements will end.

A Member who wants to re-join after their Membership has expired must pay a new administration fee as well as the Subscription Fee. Any Membership years accrued with the expired Membership cannot be credited to the new Membership.

#### Cancelling your Membership and/or Subscription Packages

You may cancel your Membership and/or an individual Subscription Package at any time. A cancelled Subscription Package means that the Nominated Vehicle will no longer receive Motoring Assistance. You will not be entitled to a refund (see Refund policy overleaf).

If you cancel a Basic Care Subscription Package, it cannot be re-purchased. You must select from another Available Subscription Package (see clause 3.2).

If all the Subscription Packages on a Membership are cancelled, the Membership itself will also be cancelled and you will be removed from the Register of Members.

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

### Unpaid accounts

If you have any unpaid accounts (including unpaid “On-Road Join and Go” fees, charges for NRMA Batteries, Auto Electrics, Towing, spare parts or emergency fuel) or if a renewal is overdue at the time of Breakdown, you will not be entitled to any Membership benefits (including Motoring Assistance) until the accounts are paid in full.

### Refund policy

Fees paid to NRMA (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.

### Advance payment of Membership fees

You may pay your Subscription Fees for no more than five years in advance.

## 10.9 Suspension of service

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 at our discretion:

- suspend or limit services to the Member;
- impose service fees for further service requests;
- subject to a resolution of the Board of Directors, revoke the Member’s Membership.

## 11. WHEN DO YOUR MEMBERSHIP ENTITLEMENTS BECOME AVAILABLE?

### 11.1 Entitlements are available after 48 hours

Motoring Assistance benefits, Towing and Major Breakdown benefits become available 48 hours after you have purchased or upgraded a Subscription Package or if you change your nominated Vehicle or taxi more than once within a Subscription Year. If you require Motoring Assistance and (a) you have not notified us that your nominated Vehicle or taxi has changed and (b) you have changed your nominated Vehicle more than once within a Subscription Year, then you must pay an “On-Road Join and Go” fee.

Your Membership entitlements do not cover incidents or pre-existing problems with a Vehicle resulting in a Breakdown prior to the nomination (or changed nomination) of the Vehicle or taxi under a Subscription Package.

### 11.2 Joining after you breakdown

If immediate assistance is required for a Vehicle and you are not a Member or do not have a current Subscription Package to cover your Vehicle, an “On-Road Join and Go” fee must be paid in addition to an administration fee and a Subscription Fee. If you purchase Premium Care after you have a Breakdown, Major Breakdown benefits will not be available in relation to that Breakdown. (Please refer to clause 11.1 for further information on when your entitlements become available).

### 11.3 Upgrading after you breakdown

If immediate assistance is required for a Vehicle and you wish to upgrade your Subscription Package to an Available Subscription Package, an “On-Road Join and Go” fee must be paid in addition to a Subscription Fee (Please refer to clause 10.2 ‘Changing Levels of Cover on a Vehicle’ for applicable Subscription Fees). If you upgrade to Premium Care after you have a Breakdown, Major Breakdown benefits and Remote Area Towing outside the

Boundary of the Country Service Centre attending your Breakdown will not be available in relation to that Breakdown. (Please refer to clause 11.1 for further information on when your entitlements become available).

## 12. VOTING ENTITLEMENTS

Your voting rights are governed by our 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 available from us and online at [www.mynrma.com.au](http://www.mynrma.com.au).

## 13. AFFILIATED MEMBERS

In Australia, NRMA is a member of the Australian Automobile Association (AAA). Overseas, we maintain reciprocal arrangements with most motoring organisations in the world. Through our membership of the AAA, we are affiliated to the Alliance Internationale de Tourisme (AIT) and the Fédération Internationale de l'Automobile (FIA).

A full list of affiliated organisations is available in the Australian Automobile Association brochure **“Handbook for Motorists”**. This is available as a PDF on the AAA website [www.aaa.asn.au](http://www.aaa.asn.au) under Touring Information.

A Member may receive benefits in other states within Australia and internationally from affiliated motoring organisations. From club to club, these benefits vary from those provided by us. You must check with the relevant club or in the Handbook for Motorists brochure regarding the precise nature of the services you are entitled to.

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

As part of the agreement between affiliated motoring organisations, NRMA provides Basic Care entitlements to members of affiliated clubs once their membership of a relevant organisation is validated.

## 14. TERMS AND CONDITIONS

These Terms and Conditions may be changed from time to time by NRMA without notification.

The latest version of applicable Terms & Conditions are available at [www.mynrma.com.au](http://www.mynrma.com.au).

# Glossary

These Terms and Conditions use the following definitions:

- 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. **Available Subscription Package** means our products: Premium Care, Classic Care, Traveller Care, Club Care and Taxi Membership.
- iii. **Breakdown** means an occasion where a Vehicle cannot be driven due to mechanical or other failure, the cause of which is not an Accident, theft, Fire, Flood or malicious damage.
- iv. **Boundary** means the perimeter of the geographical area which is serviced by a Country Service Centre.
- v. **Commercial Rate** means the reasonable commercial cost applicable to the relevant goods or services, provided such rate to be reasonably determined by NRMA.
- vi. **Constitution** means the Constitution of the National Roads and Motorists' Association Limited ("NRMA Motoring & Services") as amended from time to time.
- vii. **Country Areas** means all areas outside the Metropolitan Areas.
- viii. **Country Service Centre** means a contractor in a Country Area appointed by us to provide Motoring Assistance to Members' Vehicles.
- ix. **Fire** means heat or flame which damages the panel work, mechanical or electrical parts of a vehicle.
- x. **Flood** means a rising or overflow of water in a normally dry area, water course or water crossing.
- xi. **Home** means the Member's permanent place of residence as recorded in our membership database or, if a P.O. Box is recorded, as stated on the Member's current drivers licence. For company Memberships, it is the address of the company's registered office.
- xii. **Joint Membership** means a single Membership held in the name of more than one person.
- xiii. **Laden Mass** means the total weight of a Vehicle or Trailer including its load and any attachments.
- xiv. **Major Mechanical Breakdown** (in the case of NRMA Premium Care and Traveller Care only) means an incident in which your Vehicle is disabled 100 km or more from Home because of a mechanical failure making the Vehicle undriveable, and which cannot, be fixed in less than 24 hours from the time the mechanical failure occurred. This does not include failures caused by or contributed to by an Accident, Fire, Flood, theft or malicious damage.
- xv. **Member, you and your** means any person or entity who has agreed to become a Member of NRMA Motoring & Services, whose name is entered on the NRMA Register of Members, and who subscribes to any of the Available Subscription Packages.
- xvi. **Membership** means the rights of members in respect of a Subscription Package.
- xvii. **Metropolitan Area** means the metropolitan areas of Sydney, Newcastle (including Raymond Terrace, Nelson Bay and Maitland), Blue Mountains (including Springwood and Katoomba), Illawarra (including Kiama, Wollongong and Picton) and all areas of the ACT.
- xviii. **Motorcycle** means any vehicle registered as a motorcycle, including mopeds, trikes and powered pedal cycles.
- xix. **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.
- xx. **Nominated Vehicle** means any Vehicle nominated for service by a Member in a Subscription Package and for which an annual fee has been paid for the period during which service is requested.

- xxi. **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.
- xxii. **Patrol or Patrol Officer** means a NRMA Motoring & Services employee or contractor providing Roadside Assistance.
- xxiii. **Roadside Assistance** refers to assistance provided to a Vehicle by a Patrol Officer to attempt to restore the mobility of the Vehicle at the Breakdown location.
- xxiv. **Remote Area** is a place in a Country Area in which Motoring Assistance may be provided by a Country Service Centre or affiliated motoring organisation.
- xxv. **Serviced Area** means any area in which we provide Motoring Assistance within a Metropolitan Area or within a Country Service Centre Boundary.
- xxvi. **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.
- xxvii. **Special Towing Equipment** means any towing apparatus that is not covered under the definition of Standard Towing Equipment.
- xxviii. **Subscription Package** means our products: Premium Care, Classic Care, Basic Care, Traveller Care, Club Care and Taxi Membership.
- xxix. **Subscription Fee** means the fee payable when you nominate a Vehicle on a Subscription Package to receive Motoring Assistance.
- xxx. **Subscription Year** means the current valid year of a Member's Subscription Package.
- xxxi. **Taxi Membership** means an annual Subscription Package purchased for a taxi owned by a Member.
- xxxii. **Tow, Towing or Towing Service** means the service provided according to these Membership Terms and Conditions to a Vehicle or Trailer disabled by a Breakdown, and involving its removal from the Breakdown site to another location using whatever Standard or Special Towing Equipment is available and considered appropriate by us.
- xxxiii. **Trafficable Road** means any public or private road, which is designed for and is in a suitable state for the use of a two-wheel drive motor vehicle. It includes the road-related areas immediately adjoining the road itself like 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 because it is a public road) and which can be accessed safely by a standard NRMA Patrol vehicle.
- xxxiv. **Trailer** means any two, three or four-wheeled domestic trailer, caravan, horse or dog trailer or boat trailer that does not exceed 2 tonnes Laden Mass, 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.
- xxxv. **Unregistered Vehicle** means a vehicle that does not have a current registration as required by the respective State Motor Authority or a vehicle that does not display a registration label.
- xxxvi. **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 made safe to drive through the provision of temporary Roadside Assistance as determined by us.
- xxxvii. **Vehicle** means any motorised registered automobile or motorcycle nominated for Motoring Assistance.
- xxxvii. **Water Damage** means damage cause directly or indirectly by water, as determined by NRMA.
- xxxix. **You, your** means the Member or a person driving your Vehicle which is covered by a Subscription Package.

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

## Contact us:

For more information, call 13 11 22, visit [www.mynrma.com.au](http://www.mynrma.com.au) or go to your local NRMA office.

For Roadside Assistance call 13 11 11 from anywhere in Australia.

NRMA Premium Care and Traveller Care Members please call the Hotline on 1300 772 273 from anywhere in Australia for us to arrange your benefits.

NRMA Motoring & Services is separate and independent from NRMA Insurance.

Effective 1 November 2007.

G007504 11/07 NRM02913



*helping people*