



# Terms and Conditions

NRMA Membership

# Welcome to the NRMA

This brochure explains the terms and conditions of Your Membership, Your level of cover, the services we provide, and finally, Your rights and obligations as a Member of the NRMA. It's a good idea to keep this information handy. That way, You have all the information You need at hand whenever You call us for help.

## Our Subscription Packages

- My NRMA
- Everyday Care
- Complete Care
- Ultimate Care
- Classic Care
- Premium Care
- Premium Plus
- Traveller Care
- Free2go
- Basic Care

## Subscription Package Add-ons

- Tow Plus
- Windscreen Plus
- Pet Plus
- Key Plus
- Vehicle Plus

# Roadside Assistance

We provide Roadside Assistance for Vehicles nominated by Everyday Care, Complete Care, Ultimate Care Premium Plus, Premium Care, Classic Care, Free2go and Basic Care. For information about Free2go Membership, refer to [free2go.mynrma.com.au](https://free2go.mynrma.com.au)

## Areas we cover

We provide our Roadside Assistance services across NSW and ACT. Members travelling interstate or overseas can also receive roadside assistance services from the Australian Motoring Clubs and our affiliated motoring organisations. Other benefits provided as part of Your Available Subscription Package including My NRMA may be available Australia wide.

## Current fees

To find our current joining fees, Subscription Fees, On-Road Join and Go and service fees, head to [mynrma.com.au](https://mynrma.com.au) or visit your local NRMA office.

## Contacting us

To speak with someone about Your Membership, call **13 11 22** or visit Your local NRMA office. You can also visit [mynrma.com.au](https://mynrma.com.au) to view Your Membership information, update Your details and manage Your marketing subscriptions. If You need Roadside Assistance, call **13 11 22** from anywhere in Australia, 24/7.

- Complete Care, Ultimate Care, Traveller Care, Premium Care and Premium Plus Members call 1300 772 273 for Roadside Assistance, arranging benefits and all other enquiries.

# Contents

# 1. Your Membership

## 1.1 Membership of the NRMA

### Who can become a Member?

You can become a Member of the NRMA in Your own name if You are an individual. All the Subscription Packages described in these Terms and Conditions, are only available to individuals to cover Vehicles used for personal use. If You are:

- 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); or
- a sole trader, partnership or firm, an unincorporated association; or a trust, charity or religious organisation with an ABN, then You can also become a Member of the NRMA by subscribing to a Business Motoring Package.

For more information on our Business Packages, please visit: [mynrma.com.au/business/roadside-assistance](http://mynrma.com.au/business/roadside-assistance)

## 1.2 Joint Memberships

Effective from 07 December 2015, new Joint Memberships between spouses or de-facto partners, between founding directors of a company and between business partners will no longer be available. If You would like Your spouse or defacto partner to have access to Your Roadside Assistance details, please contact us on 13 11 22 to arrange this. All Joint Memberships created on or before 06 December 2015 will remain valid and will be available for renewal. However, if You cancel Your current Joint Membership or it expires (see section 1.10), You will not be able to obtain a Subscription Package under a Joint Membership or as a Joint Member. If You wish to split a Joint Membership, You will be asked to nominate which one of the Joint Members will take up the Subscription Package(s).

## 1.3 **Becoming a Member**

### **How to obtain Your Membership**

There is an annual Subscription Fee for the nomination of Your Vehicle on an Available Subscription Package. This also applies to the purchase of My NRMA, unless those fees are waived at NRMA's discretion. Once these fees are receipted and validated by us, You will be recorded as a Member in our Register of Members.

### **Subscription Fee**

A Subscription Fee is payable for each Subscription Package. Each Vehicle You nominate to receive Roadside Assistance under a Subscription Package will have a Subscription Fee apply to it. The annual Subscription Fee varies depending on the type of Subscription Package purchased by You. There are various ways to pay both online and over the phone. You may choose to pay for a Subscription Package by having the Subscription Fee automatically deducted once a year from Your nominated credit card or debit card account. If You choose to pay for a Subscription Package with direct debit including on our monthly, You agree to be bound by our direct debit terms and conditions, which are available at:

**[mynrma.com.au/generalconditions#directdebit](https://mynrma.com.au/generalconditions#directdebit)**

### **Nominating Vehicles**

Members can nominate one Vehicle to receive Roadside Assistance benefits under each Subscription Package (other than My NRMA and Free2go) purchased. To nominate a Vehicle You must be the registered owner of that Vehicle, or authorised by the registered owner of that Vehicle or the Primary Driver. Unregistered Vehicles cannot be covered on a Subscription Package. You can purchase as many Subscription Packages under Your Membership as You like.

## 1.4 **Transferring Subscription Packages**

A Subscription Package can be transferred in limited circumstances. Transfer of a Subscription Package can be made only at the request of the Member, the Primary Account Member or the executor or by a person with power of attorney acting on behalf of the Member. Transferring the Subscription Package means crediting the chosen

recipient with the Member's remaining Subscription Package entitlements. A recipient who is not already a Member is bound by the Constitution of the NRMA and these Membership Terms and Conditions.

### **1.5 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.

For Subscription Packages that have been paid annually, if You wish to change Your Subscription Package before the renewal date the following will apply:

- On upgrade, You will be required to purchase and pay for a full twelve-month Subscription Package for each Vehicle.
- You may downgrade Your Subscription Package (except a downgrade to Basic Care, Classic Care or Premium Care) at any time, but You will not be entitled to a refund for the remainder of the existing Subscription Package.
- A Subscriptions Package on a monthly payment plan cannot be downgraded until the time of renewal.

### **1.6 Suspending Your Subscription Package**

In certain situations, for example, during a period of overseas travel You may apply to the NRMA to have Your Subscription Package suspended once per Subscription Year. The grounds for suspension, as well as the minimum and maximum period for which You can suspend Your Subscription Package may vary according to our policies, so please contact us on 13 11 22 for the latest applicable periods. Before a Subscription Package can be suspended, Your Subscription Package must be paid in full and have at least three months remaining. Roadside Assistance will not be available during the suspension period. If You request Roadside Assistance for the Nominated Vehicle during the period of suspension, the NRMA will automatically reactivate Your Subscription Package.

While Your Subscription Package is suspended, You will still receive corporate communications from the NRMA in accordance with section 2 of these Terms and Conditions, as well as marketing communications in accordance with our

Privacy Policy.

## 1.7 **NRMA Membership card**

On becoming a Member, You may be issued with an NRMA Membership card, and You will receive Your unique NRMA Membership number. Please retain a copy of Your NRMA Membership as You will need this to validate Your Membership for the purpose of accessing benefits for My NRMA.

## 1.8 **Changing Membership Details**

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

Only a person named on a Membership or their authorised Representative, a person with power of attorney or an executor may request a change to Membership details. Payment of fees may be made by a person other than the Member, provided that no changes are made to the Membership.

### **Updating Membership details**

By becoming a Member, You are responsible for providing the NRMA with Your most current contact details.

### **Change of name**

If You need to change Your name as it appears on Your Membership, please call us on 13 11 22. We may ask for proof of the change of name before processing Your request.

### **Changing a Vehicle Nominated on a Subscription Package**

You can change a Nominated Vehicle anytime only if that Vehicle has been disposed of or sold and replaced with another Vehicle, or if the registration number has changed.

## 1.9 **Membership years**

### **Continuous Membership years**

Membership must remain current for continuity of Member years and to participate in our loyalty programs (see section 1.10 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.

### **Australian Motoring Clubs**

Members joining the NRMA from an Australian Motoring Club may have the continuous Membership years from the Australian Motoring Club credited to their NRMA Membership, provided the Membership being transferred is current.

### **Deceased Estate**

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

## **1.10 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 60 days of the expiry date, the Subscription Package will no longer be available. If all Subscription Packages on a Membership end, You will cease to be an Ordinary Member (as defined in the Constitution) of the NRMA. You will then become an Affiliate Member (as defined in the Constitution) and you will only be entitled to such services from NRMA as are made available by it from time to time. These services will not include Roadside Assistance services unless you purchase another Subscription Package. If You do not wish to be an Affiliate Member and do not want to receive the associated Affiliate Member benefits, you can contact us at any time to cancel your Membership.

Once Your Membership is cancelled, You will be removed from the NRMA Register of Members. If You want to re-join after your membership has been cancelled or expires for any reason you may be required to pay a Subscription Fee. Any Membership years accrued with the expired Membership cannot be credited to the new Membership.

If you would like to know what services are currently available to Affiliate Members, please

contact us on 13 11 22.

You can also download the My NRMA app on your smartphone and log in for more information on the services and offers available to You.

### **1.11 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 Roadside Assistance) until the accounts are paid in full. If You request Roadside Assistance when Subscription Package has not been renewed, You must pay an On-Road Join and Go fee.

### **1.12 Revocation of Service**

Roadside Assistance and Member benefits under My NRMA will not be provided to a Member who, in our reasonable opinion, is abusive, threatening or violent to any NRMA staff or agents, or who attempts to receive service or benefits 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.

### **1.13 Setting up the Household Account**

Household Accounts can be set up between one or more Members, on request. When You set up a Household Account, we will ask You to nominate the "Primary Account Member". As the Primary Account Member, You can appoint other individual(s) to the Household Account, provided that person is over 18 years old. Any person(s) authorised to operate a Household Account by the Primary Account Member is called an "Authorised Representative". By appointing an Authorised Representative, the Primary Account Member gives the Authorised Representative the power to do all the things that the Primary Account Member can do on the Household Account, even if any Subscription Packages under the Household Account are not taken up in the name of the Authorised Representative.

#### **Primary Account Member and what they can do**

Only the Primary Account Member will receive

renewal statements for the Subscription Packages covered in the Household Account. The Primary Account Member will be able to change the Household Account address, request reprints of the Household Account or receive invoices and renewal information about the Household Account. In addition to their own product(s) and service(s), the Primary Account Member will be liable to pay all charges incurred on the Household Account.

### **Authorised Representative**

An Authorised Representative's entitlements in relation to their Subscription Package that is on a Household Account will remain the same except that:

- an Authorised Representative will no longer receive a renewal statement from us about their Subscription Package. Authorised Representatives can, however, request and receive renewal information about their own Subscription Package(s); and
- an Authorised Representative cannot transfer their Subscription Package to another person and keep that Subscription Package under the Household Account without the written consent of the Primary Account Member.

### **Closing a Household Account**

The Primary Account Member may cancel the Household Account, remove Members on a Household Account or remove Subscription Packages from the Household Account by providing us with 5 business days' notice by calling us on 13 11 22. From the date the Household Account is closed, the Membership and any Subscription Package attached to it will be separated. Any Member listed on a Household Account can remove their Subscription Package from the Household Account by giving us 5 business days' notice by calling us on 13 11 22.

### **Who we tell if the Household Account is not paid**

We will notify the Primary Account Member if payment for a product or service under a Household Account is not made by its due date.

### **Household Accounts and voting rights**

Having a Household Account does not affect Your

rights as a Member of the NRMA. Membership eligibility and voting rights are governed by the Constitution of the NRMA.

### **Household Accounts and Tenure**

Each Member on a Household Account will have their own unique Membership number. Each Member on a Household Account will accrue their Membership years in their own right. Membership years cannot be split or added together or transferred between Members on the Household Account (except for those Joint Memberships created on or before 06 December 2015).

#### **1.14 Voting entitlement**

Your voting rights as a Member of the NRMA are governed by our Constitution. The Constitution of the NRMA 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. Please note that if the Subscription Fees for all Subscription Packages on a Membership remain unpaid by the expiry date, then the Member's voting rights and entitlements may be affected as governed by the Constitution. Copies of the Constitution are available in hard copy by calling us and online at [mynrma.com.au](http://mynrma.com.au)

#### **1.15 Privacy**

We will collect, store, use and disclose Your personal information in accordance with relevant legislation and the NRMA Group Privacy Policy. The NRMA Group Privacy Policy is available at [mynrma.com.au/privacy-policy](http://mynrma.com.au/privacy-policy). On joining, You confirm that You have read and acknowledge the terms of the NRMA Group Privacy Policy. Our Privacy Policy includes information about safeguards in place for Your personal information.

#### **1.16 Your Rights – Australian Consumer Law**

Despite anything contained in these Terms and

Conditions, the Australian Consumer Law (ACL) gives You statutory rights including guarantees and remedies that cannot be excluded or modified by these Terms and Conditions. The ACL guarantees and remedies include (depending on the type of failure, fault, or defect) repair or replacement, a refund, compensation for reasonably foreseeable loss or damage, or a resupply of the goods or services if the goods or services do not meet the standards required by the ACL. These Terms and Conditions do not purport to exclude any statutory rights available to You and must in all cases be read subject to those statutory provisions.

#### **1.17 Consequential loss**

We will not be liable for any indirect or consequential loss damage arising out of the provision or failure to provide any benefits or services, whether as a result of negligence or any other cause.

## **2. Annual Report**

# and corporate communications

## **Notices of Meeting and Proxy Forms**

If You have nominated an electronic address or other electronic means as part of Your application to be a member or when renewing Your Membership, we may use that electronic address to make electronic corporate communications including sending You or informing You of the availability of notices of meetings of Members and proxy forms, materials relating to the election of directors, the NRMA Annual Report, the Members' review and other company related information. Generally You will be emailed a link to a secure website to view or download Your documents, quickly and easily.

## **How will I receive my Documents?**

Each year the documents will be mailed or emailed by the earlier of 21 days before the date of the Annual General Meeting of that year or 31 October.

## **Can I change my Preference?**

Yes. Call on 13 11 22 or access 'Manage Your Subscription' at [mynrma.com.au](http://mynrma.com.au) or by registering and creating Your profile on the My Membership section on the My NRMA website.

## **3. Your Membership**

# invoices and the Open Road Magazine

Your renewal statement and/or Membership subscription tax invoices (Invoice) are available in the following formats:

**Email** – access Your tax invoice by a link sent to You in an email to Your nominated email address. Not available with Paper Statement.

**Online** – view Your tax invoice online: Available within 2 days of joining, but You must create Your NRMA Online Profile in the My Membership section at [mynrma.com.au](http://mynrma.com.au). Available on its own, or with Paper Statement or Email Statement.

**Paper** – receive a paper tax invoice by post. Not available with Email Statement. Each invoice will include details of the subscription package, the vehicle(s) covered by the subscription package and the price paid or payable by You. Each invoice is a valid tax invoice on payment of the amount stated.

The Open Road magazine is available in the following formats:

**Email Magazine** – Receive an email that contains a link to the online version of the Open Road magazine.

**Online Magazine** – View at any time at: [mynrma.com.au](http://mynrma.com.au). Available with both the posted version and emailed version.

**Paper Magazine** – Receive the Open Road in printed format by post.

On joining, each Member who provides a valid email address will automatically be opted into receiving the Email invoice. The Open Road will be sent Your address as a Paper magazine, unless You choose otherwise. You can change the format in which You receive Your invoices and the format You receive the Open Road magazine by changing Your preference online in My Membership at [mynrma.com.au](http://mynrma.com.au) or by contacting us on 13 11 22. It may take up to one publication cycle for changes to Your Open Road subscription format to take effect.

Changes to the format of Your invoice will take up to 45 days to take effect.

All invoices sent by email can only be sent to one email address per Membership account (including

for Joint Members). The Email magazine will be sent to each Member by email but only one Paper magazine is available per household.

The following terms apply to Email invoice, Online invoice and Email magazine, as indicated:

We will use our best endeavours to deliver Your Email invoice to the email address You nominated. If we cannot deliver Your Email invoice to that email address, we may choose (in our complete discretion) to:

- send You a Paper invoice and/or Paper magazine to the postal address on Your Membership;
- change Your preference to a paper copies for all future invoices and magazines; and/or
- contact You in writing or by phone or SMS, to request that You update Your email address.
- Provided that we use our best endeavours to deliver Your Email invoice or other notices, Your tax invoice for Your Subscription Package will remain payable by You by the due date specified in the invoice, whether or not You receive, read or access Your Email invoice or Online invoice or any notices from us regarding Your Email invoice or Online invoice.

It is Your responsibility to:

- keep Your contact details, including Your email address and postal address up to date and notify us of any changes to those details;
- contact us if You do not receive Your Email Invoice or Email magazine or any other notices;
- keep Your email account and mobile phone secure to protect the privacy of Your personal and any credit information contained in Your Email invoice; and
- if You have activated Your NRMA Online Profile on the My Membership section on [mynrma.com.au](http://mynrma.com.au) regularly log into My Membership on the mynrma website for Your delivered Online invoices and other notices. We may change the terms that apply to email, online and/or paper invoices or the magazine in accordance with clause 4.

## 4. Terms and Conditions



You are bound by the latest version of the Membership Terms and Conditions. These are available at [mynrma.com.au](https://mynrma.com.au) under General Conditions. We will use reasonable endeavours to notify You of any changes to the Terms and Conditions by placing a notice on our website. Where there are material changes to these Terms and Conditions that could adversely affect NRMA Members or limit Member benefits provided under these Terms and Conditions, we will provide additional notice to You by way of the address or email address You have provided to the NRMA. Where possible, we will give at least one month's notice of such changes.

## 5. Glossary

These Terms and Conditions use the following definitions:

**Australian Motoring Clubs** means each and any of the Royal Automobile Club of Victoria (RACV) Ltd; The Royal Automobile Club of Queensland Limited; The Royal Automobile Association of South Australia Inc; The Royal Automobile Club of WA (Incorporated); The Royal Automobile Club of Tasmania Limited and Automobile Association of Northern Territory Inc.

**Authorised Representative** means a person given authority to operate a Household Account by the Primary Account Member.

**Available Subscription Package** means our products: My NRMA, Everyday Care, Complete Care, Ultimate Care, Classic Care, Premium Care, Premium Plus, Traveller Care and Free2go.

**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 or the cause of which is not discovered during a maintenance or service check.

**Constitution** means the Constitution of the National Roads and Motorists' Association Limited ("NRMA") as amended from time to time.

**Household Account** means an account joining in one or more Members, as set up under section 1.13

**Joint Membership** means a single Membership held in the name of more than one person.

**Member, You and Your** means any person or entity who has agreed to become a Member of the NRMA whose name is entered on the NRMA Register of Members, and who subscribes to any of the Available Subscription Packages.

**Membership** means the rights of members in respect of being a Member and/or having a Subscription Package.

**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.

**NRMA**, we, our, us means the National Roads and Motorists' Association Limited, ABN 77 000 010 506 trading as the NRMA, and includes its officers,

employees, agents and contractors.

**Primary Account Member** means the Member who is in charge of the Household Account.

**Primary Driver** means the individual who drives the Nominated Vehicle most often.

**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 and other services provided to a Vehicle at the location of a Breakdown by an NRMA Patrol, and includes providing a 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.

**Subscription Fee** means the fee payable when you nominate a Vehicle on a Subscription Package to receive Roadside Assistance.

**Subscription Package** means any of our products: My NRMA, Everyday Care, Complete Care, Ultimate Care, Classic Care, Premium Care, Premium Plus, Traveller Care, Free2go and Basic Care.

**Subscription Year** means the current valid year of a Member's Subscription Package.

**Vehicle** means any registered automobile or motorcycle nominated for Roadside Assistance.

**You, Your** means the Member or a person driving Your Vehicle which is covered by a Subscription Package.



[mynrma.com.au](http://mynrma.com.au)