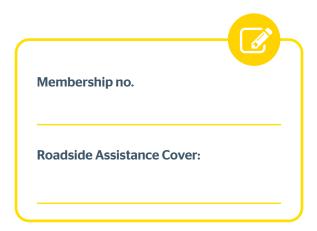
Roadside Assistance Entitlements

Keep in your vehicle as a handy guide



This information is correct at time of printing. RAC reserves the right to vary its pricing, terms and conditions from time to time. Please see website or contact RAC for current details. Our Roadside Assistance Service is provided by RAC Motoring P/L MRB 723.

Fill in your Membership details below as a handy reference when you need assistance.



Contents

How to request Roadside Assistance	5
Who is eligible for service?	6
When do your benefits become available?	6
How Roadside Assistance can help? Flat Battery Out of Fuel Wheel Change Lockout/Locksmith Minor Mechanical Repairs Breakdown Towing Subsequent Tow for the Same Breakdown Taxi (post a Tow) Car hire (post a Tow) Caravan/Trailer Towing	7 8 8 8 9 9 11 11 11 11
Extended Benefits Option 1: Stay & Repair Option 2: Vehicle & Passenger Transport Option 3: Repair & Journey on Extended Benefits explained	12 13 13 14 14
Annual Entitlement Limits	15
Roadside Assistance benefits - outside WA Interstate Overseas	15 15 16
free2go	16
Safety Policy	16
Batteries	17
Tyres	17
Definitions	17
General Terms and Conditions	23
Direct Debit Request Service Agreement	28
Privacy Statement	31
Refund Policy	31
RAC Rules	31



How to request Roadside Assistance

Available 24 hours, 7 days a week anywhere in Australia. Are you on a satellite phone? Call (08) 9436 4444

Deaf, hearing or speech impaired members

Contact us through the National Relay Service via **relayservice.gov.au**, stating you want to contact the RAC on **13 11 11**.

Alternatively, contact RAC through National Relay Service by texting **0434 182 877** and providing **13 11 11** as the number you want to call.

Information to have ready

So we can assist you as quickly as possible, please have the following ready when you call:

- > Location details take note of your nearest street corner or any significant landmarks. If you have a Smartphone or a Sat Nav that provide GPS Co-ordinates, please use this as this will allow us to pinpoint exactly where you are. You can also download applications that provide GPS Co-ordinates; and
- > Membership number;
- > Vehicle details make, model and registration number.

After calling us, we will let you know when a Patrol is on their way via SMS (where service is available). Please make sure you are present with the Vehicle or at a pre-determined meeting point when RAC arrives.

Note based on where your vehicle is located we may need to tow the vehicle to a safer location first before providing further assistance.

If you no longer require assistance please let us know immediately, otherwise additional charges may apply.

Who is eligible for service?

To be eligible for Roadside Assistance the motorised licensed Vehicle must be either the Nominated Vehicle that is covered by Your Roadside Assistance Cover or, with Ultimate or Ultimate Plus You have Personal Cover (covering You for any private use Vehicle You are either driving or are a passenger in, up to a maximum of four (4) Vehicles per year).

Roadside Assistance Cover entitlements are summarised below –

Cover	Nominated Vehicle	Personal Cover
Standard	~	×
Classic	~	×
Ultimate	✓	~
Ultimate Plus	 	 Image: A second s

Members with Personal Cover may be asked to present Suitable Identification at time of service. In addition to Standard Roadside Assistance benefits, free2go Members are eligible for Roadside Assistance on any Vehicle driven by them during the first year of Roadside Assistance Cover. Please refer to page 16 for further details regarding free2go coverage.

Roadside Assistance does not cover vehicles used for commercial or business purposes.

When do your benefits become available?

Roadside Assistance benefits (including Breakdown Towing and Extended Benefits) are subject to a 48 hour Waiting Period. When joining in a Breakdown situation upon payment of the Join on Road Fee and Product Fee, RAC will provide Roadside Assistance excluding Extended Benefits and Car Hire (post a Tow).

Note a 48 hour waiting period applies to Your new level of cover when You upgrade Your Roadside Assistance Cover. Any breakdowns that occur within the first 48 hours of the upgrade will be covered at the previous level of cover.

How Roadside Assistance can help?

In the event of a Breakdown where the Vehicle cannot be driven, RAC will assess and provide the appropriate service(s) detailed below within Your cover limits.

The below services are provided 24 hours a day, seven days a week in the Metropolitan Area and in Regional Centres, and as soon as reasonably possible in Country Areas. RAC will provide You with an estimated timeframe to attend a Breakdown in Country Areas when requesting assistance, where possible.

Within the Metropolitan Area, there are no limits to the distance RAC will travel to provide Roadside Assistance. Outside this area, the nearest available RAC Contractor will provide Roadside Assistance as soon as reasonably possible by travelling the most direct/feasible route from their base to Your Breakdown location and return to the below maximum distance limits:

Roadside Assistance Distance Limits		
Cover	Metropolitan Area	Country Area*
Standard	Unlimited	Up to 80km round trip
Classic	Unlimited	Up to 200km round trip
Ultimate	Unlimited	Up to 200km round trip
Ultimate Plus	Unlimited	Up to 300km round trip

* Country Area Roadside Assistance distance limit is measured as the distance driven by the RAC Contractor from their base to Your point of Breakdown and back to their base.

If an RAC Contractor is required to travel additional kilometres that exceed the above distance limits for Your Roadside Assistance Cover, You must pay the RAC Contractor an additional fee at the time of service, which will be quoted when the Event is being dispatched. If You are in a Restricted Area Location, there may be a delay in service.

Flat Battery

In event of a flat battery, we will utilise our testing equipment to diagnose the battery condition. RAC will then either provide a jump-start or deliver and install a new battery, at Your cost. Battery availability may be limited in Country Areas.

Out of Fuel

If Your Vehicle is immobile due to lack of fuel, RAC will provide You with up to 5 litres of regular unleaded or diesel fuel, at Your cost, to enable Your Vehicle to be driven to a fuel outlet. In the event that fuel cannot be supplied (including LPG Vehicles) a Tow to the nearest fuel outlet will be supplied, within Your Towing Limits, and any fuel purchased will be at Your cost.

If You are an Ultimate Plus Member, RAC will provide You with up to 5 litres of regular unleaded or diesel fuel, to get You to a fuel outlet. This is at no charge up to a maximum entitlement of \$50 per year according to Your Annual Entitlement Limit.

Wheel Change

RAC will replace a flat or damaged tyre with a suitable roadworthy spare wheel provided by You. Where specialised anti-theft locking wheel nuts are fitted You must supply the tool to enable removal. If Your Vehicle is equipped with manufacturer's gel sealant RAC will provide assistance utilising the supplied repair kit. Wheel changing is limited to vehicles with a maximum gross vehicle mass (GVM) of 4 tonnes.

If suitable tyres are not available, or where the surrounding conditions make it unsafe to fit a tyre at the Breakdown location, the Vehicle will be Towed in accordance with Your Towing Limits. Any special equipment or specialised Service Provider that may be required will be at Your cost.

Roadside Assistance will not be provided if tyre impact damage has occurred as a result of an Accident and/or malicious damage due to the potential for mechanical damage to the Vehicle.

Lockout/Locksmith

If RAC is unable to unlock Your Vehicle or if the keys are lost, stolen, or damaged or the driver's door, fuel cap or ignition lock is damaged preventing the Vehicle from being mobilised or secured, RAC will provide **one** of the following services up to Your Annual Entitlement Limit (subject to satisfactory proof of ownership shown):

- > Organise a locksmith to attend (see coverage limit below), or
- > Tow the Vehicle within Towing Limits to a motor dealer or other location (see Towing Limits table on page 10).

Locksmith service (limit one per year)		
Standard	At member's cost	
Classic	Up to the value of \$165	
Ultimate	Up to the value of \$165	
Ultimate Plus	Up to the value of \$200	

Every attempt will be made to provide locksmith services as required, however they are dependent on availability.

Attempting to gain entry to Your Vehicle by any other means other than a key or keyless transponder can result in damage to Your Vehicle. RAC and all RAC Contractors will not accept liability for any damage caused as a result of gaining entry or attempting to gain entry to Your Vehicle.

Minor Mechanical Repairs

RAC will provide limited mechanical repairs to mobilise Your Vehicle utilising the spare parts and supplies within an RAC Patrol vehicle. The cost of all parts and supplies is payable by You at the time of the service.

RAC prides itself on providing quality products and services. To achieve this we only supply and fit compatible parts that meet or exceed regulatory requirements, Australian Standards and original manufacturer's specifications, this includes a combination of either genuine (OEM specific) or aftermarket (generic) parts depending on the application.

Breakdown Towing

If we are unable to get Your Vehicle going we will arrange for Your Vehicle to be Towed to a place of safety or repair within the Towing Limits outlined on the next page:

Roadside Assistance Towing Limits		
Cover	Metropolitan Area^	Country Area*
Standard	Up to 20km	Up to 80km round trip
Classic	Up to 100km	Up to 200km round trip
Ultimate	Up to 100km	Up to 200km round trip
Ultimate Plus	Up to 200km	Up to 300km round trip

^ Metropolitan Area Roadside Assistance towing limit is measured from point of Breakdown.

* Country Area Roadside Assistance towing limit is measured as the distance driven by the RAC Contractor from their base to Your point of Breakdown and back to their base.

The following maximum dimensions exist for towing Your Vehicle, Caravan or Trailer and its load on the tow truck tray:

Length	Weight (GVM)	Width	Height
5.5m	4 tonnes§	2.5m	3.3m
⁶ Note outside the Metropolitan Area towing availability maybe restricted over 2.5 tonnes (as loaded).			

If Your Caravan requires towing and cannot be towed behind the towing vehicle, then an excess may apply when it is greater than dimensions outlined above.

If Your Vehicle, Caravan or Trailer requires additional kilometres to be travelled that exceed the above Towing Limits for Your Roadside Assistance Cover or the maximum dimensions, You must pay the RAC Contractor an additional fee at the time of service, which will be quoted when the Event is dispatched.

If Your Vehicle requires Special Towing Equipment to facilitate the Towing, You must pay the RAC Contractor an additional fee at the time of service, which will be quoted if possible when the Event is dispatched.

Please note that for legal reasons, RAC is unable to transport children under the age of 4 in a tow truck. Children aged between 4-7 years can travel in a tow truck if You supply a booster seat. Further details are provided on pages 27-28.

Subsequent Tow for the Same Breakdown

When a Vehicle cannot be Towed to Your nominated licensed repairer at the time of Breakdown as it is outside normal business hours, a second Tow will be provided within Your Towing Limits. Note this benefit is not available for Standard Roadside Assistance members or vehicles already quoted or under repair at a repair workshop. Additional Towing fees will apply.

Taxi (post a Tow)

If Your Vehicle has to be Towed by RAC following a Breakdown and the Tow truck is unable to accommodate You and Your passengers to Your destination, we will arrange and pay for one taxi to the maximum limits below up to Your Annual Entitlement Limit:

Cover	Taxi service (limit per Breakdown)
Standard	At member's cost
Classic	Up to the value of \$55
Ultimate	Up to the value of \$55
Ultimate Plus	Up to the value of \$100

Every attempt will be made to provide taxi services as required, however they are dependent on the availability at the time of booking.

Car hire (post a Tow)

If You are within 100kms from home and Your Vehicle has been towed as a result of a Breakdown and cannot be repaired within 24 hours according to a licensed repairer, subject to local availability, RAC will provide a hire car up to the below limits within Your Annual Entitlement Limit:

Cover	Car hire (limit per Breakdown)
Standard	Not available
Classic	Not available
Ultimate	3 days (\$110 daily limit)
Ultimate Plus	5 days (\$150 daily limit)

You are only eligible for car hire whilst Your Vehicle is under repair. Car hire covers the daily car hire rate only; see Car Hire on page 23 for further details.

If You are towing a Caravan or Trailer

If Your Vehicle breaks down when towing a caravan or trailer and cannot be mobilised at point of breakdown, RAC will provide one Tow covering Your Vehicle, and Caravan or Trailer (as applicable) within Towing Limits outlined in the Towing Limits table. If the Member is eligible for Extended Benefits and wishes to utilise their Caravan as accommodation, RAC will deliver to the nearest caravan park with availability on route to the mechanic's base.

If Your Caravan or Trailer is disabled when being towed by Your Vehicle, towing will be provided within Towing limits as outlined in the Towing Limits table. Should Special Towing Equipment or additional time be required in preparing for Towing, You must pay the RAC Contractor an additional fee at the time of service, which will be quoted when the Event is dispatched.

RAC does not cover Your Caravan or Trailer for:

- > Extended Benefits described on pages 12-14;
- > Towing trailers with live stock or pets;
- Relocation, agistment or temporary accommodation of livestock or pets;
- > Subsequent Tow for the same Breakdown; and
- > Towing from the Member's Home.

Roadside Assistance services (detailed on pages 7-9) are limited to minor repairs or adjustments.

Note Standard Roadside Assistance does not provide cover for Caravans or Trailers.

Where RAC is able to assist You and it incurs additional costs in providing Roadside Assistance on an island or river crossing, for example, barge, ferry or additional towing costs, You will be required to pay these costs.

Extended Benefits

If You are more than 100km from home and Your Vehicle cannot be repaired within 24 hours as assessed by RAC, or an RAC Contractor You may be eligible to access Extended Benefits. Extended Benefits are not available on Standard Roadside Assistance, Caravans or Trailers or as result of a Breakdown that occurred prior to or within the first 48 hours of joining or upgrading Your Roadside Assistance Cover.

If eligible, RAC will discuss and select **one** of the options below with the Member at the time of Breakdown.

Option 1: Stay & Repair

You can wait at the repair location while Your Vehicle is under repair at a licensed repairer. RAC will cover Your accommodation and/or car hire benefits whilst Your Vehicle is under repair up to the maximum combined value per Breakdown specified below, based on the following maximum daily limits. If You wish to utilise Your own Caravan as accommodation, we will only pay for Caravan park site fees.

Cover	Max. accom. cost per night	Max. car hire cost per day	Max. combined cover of accom. &/or car hire limit (per Breakdown)
Classic	\$110	\$110	\$550
Ultimate	\$110	\$110	\$770
Ultimate Plus	\$180	\$180	\$1260

Accommodation benefit covers the cost of the room only; meals and other incidentals are not covered.. Car hire covers the daily car hire rate only; see Car Hire on page 23 for further details. All benefits are subject to local availability.

Option 2: Vehicle & Passenger Transport

You can have Your un-repaired Vehicle recovered to Your Home, intended destination or an alternative place of repair. RAC will cover the cost for yourself and up to four passengers using the most economical and direct route to Your destination; Home or alternative place of repair. If passenger transport is unavailable immediately, accommodation benefits may apply in the interim until the next available transport, to the maximum accommodation cost per night.

Option 3: Repair & Journey on

You can travel to Your destination whilst the Vehicle is under repair. RAC will cover the cost for yourself and up to four passengers using the most economical and direct route to Your destination. RAC will also pay the return fare for the Member or a nominated driver to collect the repaired Vehicle.

Extended Benefits explained

Passenger Transport

RAC will cover the cost for yourself and up to four passengers using the most economical and direct route to Your destination or Home, up to Your Annual Entitlement Limit. Passenger transport benefit covers the cost of the basic fare only.

Transport of pets or livestock will be at Members' own expense.

Vehicle Recovery

RAC will transport the Vehicle to Your destination, Home or licensed repairer. The Recovery of Your Vehicle will be subject to the availability of suitable vehicle transport and within the limits of Your Annual Entitlement Limit.

Vehicle transportation cannot be utilised in conjunction with accommodation or car hire entitlements.

In order to transport Your Vehicle You may be required to remove all external accessories.

If RAC cannot arrange payment for the above Extended Benefits at the time of service, You might be eligible to request reimbursement by providing RAC with tax receipts within 3 months of the Breakdown and within Your Annual Entitlement Limits. You will not be entitled to any reimbursements for services You have organised without prior agreement from RAC. Read more about reimbursements on page 26.

Annual Entitlement Limits

The total value of benefits available per Product Year is based on the following:

Product	Completed years of tenure at this product level-		
Product	0 to 1 Year	2 to 4 Years	5+ Years
Standard	None	None	None
Classic	\$1,100	\$1,500	\$2,000
Ultimate	\$1,500	\$2,000	\$3,000
Ultimate Plus	\$7,000	\$7,000	\$7,000

For example, with an Ultimate product, to qualify for \$2,000 of entitlements You
would need to have held the Ultimate product for 2 full years and be in your 3rd
year.

Deducted from these totals are the following benefits:

- > Extended Benefits;
- > Locksmith;
- > Car Hire (post a Tow);
- > Taxi (post a Tow); and
- > Fuel (Ultimate Plus).

Roadside Assistance benefits – outside WA

Interstate

As a Roadside Assistance Member You have access to assistance throughout Australia through our affiliated motoring clubs. By calling the **Australia wide 13 11 11** phone number You will be provided the basic level of Roadside Assistance in that state. If You require further assistance and arrangements can be made at the time, RAC will organise for Your Roadside Assistance benefits included in Your level of cover to be utilised. If RAC cannot arrange payment for the benefits included in Your level of cover, You may be eligible to request reimbursement by providing RAC with tax receipts. All benefits subject to Annual Entitlement Limits. See Reimbursements on page 26 for further details.

Overseas

Whilst Your Roadside Assistance Cover does not cover You or Your Vehicle outside of Australia, we maintain relationships with most motoring clubs 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 list of international clubs and their reciprocal services offered can be found at **www.aaa.asn.au/internationalservices/-international-driving-permit-directory/**

free2go

free2go is a Roadside Assistance product designed for 17 to 21 year olds (inclusive). This product entitles free2go Members to one year of free Standard Roadside Assistance and up to two consecutive years of half price Standard Roadside Assistance Cover depending on the age You join.

The free2go product covers You for any Vehicle You are in for the first year up to a maximum of four (4) Vehicles per year; in any following year You will need to nominate a Vehicle to receive breakdown service. free2go Members can choose to upgrade their Standard Roadside Assistance to Classic, Ultimate or Ultimate Plus (upgrade fees and waiting periods apply).

free2go Standard Roadside Assistance			
Age	1st year	2nd year	3rd year
17-19	Free	½ price	½ price
20	Free	½ price	normal price
21	Free	normal price	normal price

Safety Policy

Please note the following Roadside Assistance Safety Policy of the RAC. The RAC recognises that the safety and health of the RAC, Members and the public is paramount when mobilising a Vehicle. Where RAC suspects that the driver of a Vehicle is unfit or incapable of driving that Vehicle in a safe manner by reason of being under the influence of drugs, alcohol, or any other factor, the RAC may decide, at its sole discretion, to;

- > leave the Vehicle immobile, or
- > mobilise the Vehicle (where that Vehicle is capable of being mobilised).

Where the decision is made to mobilise the Vehicle (and avoid any immediate safety and health risk) the incident may be reported by the RAC to the police.

Roadside Assistance will not be provided when in the reasonable opinion of RAC it is deemed unsafe for an RAC Patrol or RAC Contractor to attempt, or continue attempting, to mobilise a Vehicle at a Breakdown.

Batteries

With our fast and professional 24/7 service and great range of batteries, we've got Your battery needs covered. Emergency or not, we can install a battery for You so it's hassle free. In the Metropolitan Area we'll come to You within the hour at no extra charge. Occasionally this time may vary. Our install service is also available in some key regional areas, please enquire about availability in Your area. Our quality batteries come with a nationwide warranty of up to 3 years, plus members save 10%. Book online at **rac.com.au/batteries** or **call 13 11 11**.

Tyres

Our mobile tyres service can conveniently come to You at Your home or workplace across the Metropolitan Area, or You can choose from one of our many service centres or distributors located across WA. We offer a huge range of brands and quality tyres at very competitive prices, plus members save 10%. All our tyres exceed Australian safety standards and we can help You with a tyre to suit Your needs and budget. Get a quote and book at

rac.com.au/tyres

Definitions

These Terms and Conditions use the following definitions, unless the contrary intention appears:

1. Accident means an incident in which a Vehicle has been damaged in a collision or impact with another object or by water damage, whether another Vehicle or not, or whether caused by a mechanical failure. This includes a series of incidents arising out of a single event.

- 2. Account means the account held at Your Financial Institution from which We are authorised to arrange for funds to be debited.
- 3. **Agreement** means this Direct Debit Request Service Agreement between You and Us.
- 4. **Annual Entitlement Limit** means the total value of benefits available to a Member within one Product Year as specified on page 15. Annual benefits do not accumulate from one year to the next.
- 5. **Banking Day** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.
- 6. **Battery Service(s)** means a service provided to a Vehicle disabled by a Breakdown where RAC identifies and rectifies any fault in a Vehicle's battery and, if necessary, replaces it.
- 7. **Breakdown** means a circumstance in which a Vehicle is incapable of being driven due to mechanical, electrical or other failure, the cause of which is not an Accident, theft, Fire Damage, flood, storm or malicious damage. Breakdown does not include Vehicles under Repair.
- 8. **Caravan** means any licensed covered carriage or house on wheels which is used for and in connection with private use. If Your Caravan requires towing and cannot be towed behind the towing vehicle, then an excess may apply when the gross trailer mass (GTM) is greater than 4 tonnes as defined on build/ compliance plate; 5.5 metres in length; 3.3 metres in height and 2.5 metres in width. Note outside the Metropolitan Area towing availability may be restricted over 2.5 tonnes.
- 9. **Country Area(s)** means areas within Western Australia but outside the Metropolitan Area.
- Country Boundary means the perimeter of the geographical area that is serviced by a RAC Contractor.
- 11. **Debit Day** means the day that payment by You to Us is due.

- 12. **Debit Payment** means a particular transaction where a debit is made.
- 13. **Direct Debit Request** means the verbal or online request between Us and You to debit funds from Your account.
- Event means the assigning of a resource to a Breakdown. Multiple Events may occur on a single Breakdown as authorised by RAC.
- 15. **Excess Kilometres** means the distance an RAC Contractor travels to a Vehicle or the distance a Vehicle is Towed, in excess of the distance the Member is entitled to receive pursuant to the Member's Roadside Assistance Cover.
- 16. **Excess Kilometre Fees** means the fees payable for Excess Kilometres, which are calculated and quoted when the Event is being dispatched.
- 17. **Extended Benefits** means those benefits (as detailed on pages 12-14) that apply to a Vehicle that is broken down over 100km away from Home and cannot be mobilised within 24 hours, as assessed by RAC or an RAC Contractor. Annual Entitlements do not accumulate from year to year.
- Fair Use Policy means RAC's policy used to manage excessive use of Roadside Assistance as described on page 24 in General terms and conditions.
- 19. **Fire Damage** means heat or flame, which damages the panels, tyres, mechanical or electrical parts of a Vehicle.
- 20. **free2go** means the Roadside Assistance Cover with the same name described on page 16.
- 21. **Home** means the permanent place of residence of the Member as recorded in our database or, if a P.O Box is recorded, as stated on the Member's current driver's licence.
- 22. Join on Road Fee means the fee for the immediate provision of Roadside Assistance to a Vehicle that is in a Breakdown situation and does not have current Roadside Assistance Cover. The fee will be quoted at the time it is incurred.
- 23. Member means a current RAC member.

- 24. **Membership** means current membership held by a Member with RAC.
- 25. **Metropolitan Area** means the Perth metropolitan area as detailed by the WA Planning Commission Metropolitan Region Scheme map, as well as Mandurah and selected surrounding suburbs. Full list of Peel region suburbs considered part of the Metropolitan Area can be found at **RAC.com.au/roadsideassistance**.
- 26. **Motorcycle** means any Vehicle licensed for on road use with the Department of Transport as a motorcycle.
- 27. **Nominated Vehicle** means the Vehicle specified by the Member as being the Vehicle covered by that Member's Roadside Assistance Cover. One Nominated Vehicle change is allowed per year.
- 28. **Personal Cover** means that the Member is covered in any private use Vehicle they are driving or a passenger in at the time of Breakdown. Personal Cover product holders can receive Roadside Assistance service on a maximum of four (4) Vehicles per year. This cover also includes Motorcycles or any hire vehicle.
- 29. **Product Fee** means the annual fee for Roadside Assistance Cover.
- 30. **Product Year** means the consecutive 12 month period from the date of commencement of the Roadside Assistance Cover.
- 31. **RAC, We, Our, Us** means The Royal Automobile Club of WA (Inc.) (the Debit User), its Related Bodies Corporate, and their officers, employees and contractors which You may have authorised by requesting a Direct Debit Request.
- 32. **RAC Contractor** means an independent provider of motor mechanical services, Battery Services or Towing Services appointed by RAC, or by an affiliated motoring organisation, to provide Roadside Assistance to Members.
- 33. **RAC Patrol** means a mobile mechanical service operating on behalf of or by the RAC to provide Roadside Assistance.

- 34. **Recovery** means an Event that requires a resource to transport a Vehicle that has suffered a Breakdown more than 100kms from Home that cannot be repaired within 24 hours as assessed by RAC or RAC Contractor.
- 35. **Regional Centres** means those areas within a 10km radius of the GPO of the cities of, Albany, Bunbury, Busselton and Geraldton.
- 36. **Restricted Area Location** areas not accessible to the general public or where permits or special permission is required, such as mine sites, national parks and gated car parks.
- 37. Roadside Assistance means the range of services provided to a Member at a Breakdown on a Trafficable Road by an RAC Patrol or an RAC Contractor, including assistance provided to a Vehicle to restore the mobility of the Vehicle, or to allow the Vehicle to be Towed to a place where an assessment can be carried out, or the provision of a Battery Service. Members are entitled to up to 30 minutes labour at Breakdown.
- 38. Roadside Assistance Cover means Standard, Classic, Ultimate or Ultimate Plus Roadside Assistance providing differing levels of cover by RAC to Members, depending on the Product Fee paid by the Member to RAC.
- 39. Service Area means any area where Roadside Assistance is provided by RAC within a Metropolitan Area, Regional Centre or within a Country Boundary.
- 40. **Service Provider** means a provider of motor mechanical, battery services or towing services other than an RAC Patrol or RAC Contractor.
- 41. **Special Towing Equipment** means any Towing apparatus that is not Standard Towing Equipment.
- 42. **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
- 43. **Suitable Identification** means a current driver's licence or photo identification, as determined suitable by RAC.

- 44. **Tow, Towed, Towing, Towing Service** means the service provided to a Vehicle, Trailer or Caravan disabled by a Breakdown, and involving its removal from the point of Breakdown to another location using whatever Standard Towing Equipment or Special Towing Equipment is available and considered appropriate by RAC.
- 45. **Trafficable Road** means any public or private road, which is designed for, and is in a suitable state to facilitate, the movements of a two-wheel drive motor vehicle without restriction. It includes the roadrelated areas immediately adjoining the Trafficable Road itself such as road shoulders, breakdown lanes, medians and parking places and includes any road which RAC has permission to use (specifically from the Trafficable Road's owner or by virtue of it being a public road) and which can be safely used by RAC.
- 46. **Trailer** means any licensed domestic trailer, horse trailer, dog trailer or boat trailer that is attached to a Vehicle which is used for and in connection with private use. If Your Trailer requires towing and cannot be towed behind the towing vehicle, then an excess may apply when the gross trailer mass (GTM) is greater than 4 tonnes as defined on build/compliance plate; 5.5 metres in length; 3.3 metres in height and 2.5 metres in width. Note outside the Metropolitan Area, towing availability may be restricted over 2.5 tonnes.

47. Unlicensed Vehicle means a Vehicle that is not currently licensed.

- 48. Un-roadworthy Vehicle means a Vehicle which has been issued with a defect notice, or which would not pass a vehicle condition appraisal for roadworthiness, 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 RAC.
- 49. **Unsealed Road** means a road surface without bitumen or tar.
- 50. **Vehicle** means any motorised licensed vehicle which is used for and in connection with private use and does not exceed 4 tonnes gross vehicle mass (GVM) as defined on vehicle build/compliance plate; 5.5 metres in length; 3.3 metres in height and 2.5 metres

in width. Note outside the Metropolitan Area, towing availability may be restricted over 2.5 tonnes.

- 51. **Waiting Period** means the 48 hour period a Member must wait for Roadside Assistance to be provided in accordance with the applicable Roadside Assistance Cover and not incur the Join on Road Fee. The 48 hour period commences immediately after the Member has paid the Product Fee to RAC.
- 52. **You, Your or Member** means the Member, a person driving the Vehicle covered by a Roadside Assistance Cover or a customer who has authorised the Direct Debit Request.
- 53. **Your Financial Institution** means the financial institution at which You hold the account is maintained You have authorised us to debit.

General Terms and Conditions

- 1. **Australia wide:** Roadside Assistance benefits apply in Australia only.
- 2. **Benefits:** All RAC service monetary benefits, limits and associated charges include GST.
- 3. **Bogged Vehicles:** Vehicles bogged on an Unsealed or non Trafficable Road will be attended at the discretion of the RAC. The time spent in recovery of bogged Vehicles and/or equipment used in such a recovery is quoted and payable by the Member to the RAC or the RAC Contractor at the time of service. The cost of travelling to the Vehicle on trafficable roads is covered by the Roadside Assistance Cover up to the Roadside Assistance Distance Limits. The Member is responsible for paying any excess cost at the time of service. Service does not extend to a Vehicle that has been damaged as the result of being bogged.
- 4. Car Hire: The Member will need to meet the hiring requirements of the car hire company and pay the costs of fuel, excess distance and any additional charges i.e. bond, insurance, insurance excess fees that may apply in the event of a claim, additional driver fees, payment processing fees and/or surcharges. Car hire companies may require a credit card for the rental and the driver generally must be

over 25 years of age with some conditions applying to drivers over 70 years of age.

- 5. **Disciplinary Action**: A Member is subject to the disciplinary procedures as set out in the Rules and By-Laws of the RAC and the provision of services to a Member may be withheld from the Member if disciplinary proceedings are brought against the Member. If the Member is guilty of conduct not acceptable to the RAC, unbecoming of a Member or prejudicial to the interests of the RAC or any of the RAC's related entities, the Member may be suspended or expelled from the RAC and the RAC shall not be required to provide services to that Member during the period of suspension or when the Member is expelled.
- 6. **Downgrades:** Members can downgrade once per Product Year if they are on any level of cover higher than the Standard Roadside Assistance Cover and they have not used a Roadside Assistance callout during their current Product Year.

A pro-rata credit will be applied at the time of downgrading to the Member account based on the number of days remaining in the Product Year, if no Roadside Assistance callouts have been used. If Roadside Assistance callouts have been used, prorata credit will not be available and a downgrade will only be available for the next Product Year.

- 7. **Excess Travelling Distance and Towing:** The Member must pay all Excess Kilometre Fees directly to the RAC Contractor at the time of service.
- 8. Fair Use Policy: As a membership organisation, it is RAC's responsibility to ensure that all Members benefit equally from Our Roadside Assistance. Part of this responsibility is to ensure that our services are not being used as an alternative to regular routine vehicle maintenance or requested for the same recurring issues. Therefore, RAC reserves the right to limit services or entitlements to Members in any level of cover where, in the opinion of RAC, the Member's use of service or entitlement is excessive or unreasonable. Once a trend of excessive use has been identified, RAC will notify the Member that further Roadside Assistance will only be provided at an additional fee per callout for the remainder of the

Product Year. The amount of the fee will be quoted at the time of the Breakdown.

- 9. **Financial Roadside Cover:** Members must pay the Product Fee and any applicable Join on Road Fee in full prior to the time of service. The Member's card or the Roadside Assistance Cover are not transferable to any other person.
- 10. **General Limitations:** RAC will not be liable for any failure or delay in providing Roadside Assistance, where the failure or delay arises directly or indirectly out of causes beyond RAC's reasonable control including where the Roadside Assistance is not reasonably available.
- 11. **Identification:** If a Member requests Roadside Assistance for a Vehicle that is not their Nominated Vehicle, they must present their membership card and Suitable Identification to the RAC Patrol or RAC Contractor on arrival, otherwise service may be refused or a Join on Road Fee may be payable at the time of service.
- 12. Limitation of liability: To the maximum extent permitted by law and subject always to the Australian Consumer Law, RAC limits its liability for loss or damage You suffer or incur in the performance of Roadside Assistance, at its election, to the reperformance of the Roadside Assistance and/ or re-supply of the parts or the cost of having the Roadside Assistance re-performed and/or the parts re-supplied by a third party and excludes any liability to any person for any indirect, special or consequential loss or damage arising in connection with Roadside Assistance, whether in contract, tort (including negligence), statute or otherwise.
- 13. **Minor Mechanical Repairs:** Roadside Assistance is provided to mobilise a Vehicle. It is not a substitute for regular maintenance or permanent repairs.
- 14. **Modified or low Vehicles:** If Your Vehicle is low or modified and requires Special Towing Equipment to facilitate the Towing, You must pay the RAC Contractor an additional fee at the time of service, which is calculated and quoted when the Event is dispatched.

- 15. **Motorcycles:** Motorcycles licensed for on road use can be covered under any of the Roadside Assistance covers.
- 16. **Nominated Vehicle Changes:** RAC allows one nominated vehicle change per Product Year, on the grounds that either: the Vehicle has been disposed of; or sold and replaced with another Vehicle; or if the registration number has changed.
- 17. Rallies, Races: Roadside Assistance does not cover Vehicles which are in organised events such as rallies or racing, including all events on non-Trafficable Roads. Roadside Assistance covers Member's Vehicles involved in organised club events on Trafficable Roads (provided the usual road rules apply to the event).
- 18. Reimbursements: If a Member is assisted by a Service Provider or supplier of Annual Entitlement benefits and is required to pay for the service, the Member may apply for a reimbursement with tax receipts to RAC within three months for reimbursement of the appropriate RAC allowance. Reimbursements are not made if the nearest RAC Contractor was available or where the Member did not contact the RAC before utilising the Service Provider. Reimbursements will be paid at the applicable rates at time of Breakdown.
- 19. Remaining with the Vehicle: You must be present with the Vehicle or at a pre-determined meeting point when an RAC Contractor or RAC Patrol arrives. Incorrect or incomplete information about Your location may result in delay. If You are not available when the RAC Contractor or RAC Patrol arrives, they will only wait a short period before proceeding to the next Event. Future call outs for the same Breakdown will be considered an additional separate call out and additional charges may apply. RAC accepts no responsibility or liability for damage, loss or theft to Your Vehicle or its contents if You leave the Vehicle unattended at any time.
- 20. **Response Time:** Roadside Assistance will be provided as soon as practicable, but response time is not guaranteed and may vary, depending on the location of the Vehicle and demand for Roadside Services.

- 21. Service on Commercial Vehicles: Roadside Assistance does not cover vehicles used for commercial or business purposes. Customers can contact RAC BusinessWise to arrange cover specific to their needs by calling 13 17 03.
- 22. **Special Towing Equipment:** If any Special Towing Equipment is required an excess charge may be applied, payable by the Member at the time of service.
- 23. Statutory Warranties: Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service. You are entitled to cancel Your service contract with us, and to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure. You are entitled to have the failure rectified in a reasonable time. If this is not done. You are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.
- 24. **Subsequent Country Repairs:** The cost of subsequent repairs undertaken by an RAC Contractor or Service Provider at the relevant provider's workshop is payable by You to the RAC Contractor or Service Provider at the time of service. If the RAC Contractor or Service Provider is unable to effect repairs, You must pay the cost of Towing the Vehicle to another repairer and the cost of any further repairs. You are under no obligation to have any workshop repairs carried out by the RAC Contractor. There is no guarantee that repairs will be immediate, or the necessary parts will be in stock at the RAC Contractor's registered business address.

25. Tow Trucks - Transport of Children 7 years and under:

1. **Under 4 years of age:** For legal reasons the RAC is unable to transport any children up to the age of 4 in a tow truck as there are no anchor points installed in commercial vehicles that allow for the

fitting of approved child restraints. Alternative transport will be required in all instances of children aged under 4, which may be covered depending on Your level of Roadside Assistance Cover.

- 2. Ages 4 to 7: In instances where a child is aged between 4 and 7, and the Member has a child booster seat available for placing in the tow truck, then it will be acceptable for the child to travel in the tow truck. If however, the Member does not have a booster seat available we will be unable to transport the child and alternative transport will be required, which may be covered depending on Your level of Roadside Assistance Cover.
- 26. **Unsealed and non Trafficable Roads:** Breakdowns which occur on Unsealed or non Trafficable Roads will be attended at the discretion of the RAC or RAC Contractors, with any excess cost payable by the Member at the time of service.
- 27. Vehicle under Repair: Roadside Assistance does not include maintenance repairs. Roadside Assistance is not provided to Vehicles already or quoted under repair or at a repair workshop. Roadside Assistance will not be provided to Un-roadworthy Vehicles or Unlicensed Vehicles.

Direct Debit Request Service Agreement

The Royal Automobile Club of WA (Inc.) ABN 33 212 133 120 User ID 612003 as the Debit User will initiate direct debit payment in accordance with Your instructions and these terms and conditions apply whether You have given instructions to Us in writing, by email, over the phone or in person. If You do not accept these terms and conditions, or You wish to cancel or amend Your direct debit arrangements, or defer a debit payment, You must notify Us at least 6 business days prior to Your debit day by writing to us at GPO Box C140, Perth WA 6839 or calling us on 13 17 03

Please keep this agreement for future reference. It forms part of the terms and conditions of Your Direct Debit Request (DDR) to be read in conjunction with Your Direct Debit Confirmation.

- 1. The details of Your direct debit request including a schedule of when payments will be drawn will be provided to You in writing. Payments will be withdrawn either annually, monthly or quarterly, depending on the selection You have made.
- 2. We will give You not less than 14 days written notice if we propose to vary the details of Your direct debit arrangements.
- 3. We charge a 6% administration fee for monthly and quarterly payments made by direct debit. Please note Your Financial Institution may also charge for services relating to Your direct debit arrangements.
- 4. If You wish to cancel Your direct debit arrangements with Us You must arrange a suitable alternative payment method and pay the balance of any outstanding Roadside Assistance fees before We will cancel Your direct debit arrangements.
- 5. We reserve the right to cancel this direct debit arrangement should one or more of Your debit payments be returned or dishonoured. You shall be responsible for any fees associated with dishonoured payments.
- 6. If Your debit payment is returned or dishonoured by Your Financial Institution, We reserve the right to redraw after 10 days.
- 7. If You cancel Your debit payments and want to renew Your Roadside Assistance, You will need to pay the balance of Your current Roadside Assistance in full prior to renewal.
- 8. If You wish to cancel Your Roadside Assistance at any time before the renewal date, You must pay the balance of any fees owing prior to cancellation.
- 9. A credit that is applied to a Roadside Assistance balance at any time during a Product Year will not affect amounts still payable towards that balance. Once Your Roadside Assistance is due for renewal, the credit will be deducted from the forthcoming years' fees and Your debit payment schedule will be amended accordingly.
- 10. If a debit payment is returned or dishonoured and You require Roadside Assistance, You may be required to pay the missed payment before service is rendered.

- 11. If a debit payment falls due on a day that is not a banking day, the payment may be taken on the last banking day prior to the debit day or will be made on the next banking day. If You are unsure when the debit will be processed to Your account, You should ask Your Financial Institution.
- 12. Any queries concerning disputed debit payments must be directed to Us in the first instance by contacting Us on 13 17 03 or at any RAC Member Service Centre. If We cannot resolve a query or dispute between Us, You may refer Your query or dispute by contacting Your Financial Institution for assistance.
- 13. If We conclude as a result of our investigations that Your account has been incorrectly debited, We will respond to Your query by arranging a refund to Your account and advise You of the amount refunded.
- 14. Direct debiting through the Bulk Electronic Clearing System (BECS) is not available on the full range of accounts at all financial institutions. If in doubt, You should check with Your Financial Institution before requesting direct debit from Us.
- You are advised to check Your account details against a recent statement before completing a direct debit request.
- It is Your responsibility to have sufficient cleared funds available in the account to be debited to enable debit payments to be made.
- 17. Except to the extent that disclosure is necessary in order to process debit payments, investigate and resolve disputed transactions or is otherwise required by law, We will keep any information (including Your account details) in Your Direct Debit Request confidential.
- 18. If paying by direct debit, We may automatically renew Your cover on the renewal date. If We plan to automatically renew, We will let You know We intend to do this before Your Roadside Assistance Cover ends and send You details of the renewal premium. If You do not want to renew Your Roadside Assistance Cover, You should let Us know before the renewal date.

Privacy Statement

The RAC will collect, store and disclose Your personal information in accordance with the Privacy Act 1988 (Cth) and the RAC Group Privacy Policy available at **rac.com.au/privacy**. By taking out a Membership with the RAC You confirm You have read and accept the terms of the RAC Group Privacy Policy. If You wish to access Your personal information held by RAC or have any privacy related questions please contact us on 13 17 03 or email us Your query via the 'Contact Us' section on our website, **rac.com.au**

Refund Policy

The RAC has a no refund policy on Product Fees and Join on Road Fees. Pro-rata refunds are not available. However, if You wish to cancel Your Roadside Assistance Cover because You are moving interstate, You will be able to transfer Your Roadside Assistance Cover to the local motoring club. Just contact the local club when You arrive.

RAC Rules

By purchasing Roadside Assistance Cover You agree to be bound by the Rules of The Royal Automobile Club of WA (Incorporated). A copy of the Rules of The Royal Automobile Club of WA (Incorporated) can be downloaded from **rac.com.au/clubrules** or is available by writing to:

Membership

GPO Box C140 PERTH WA 6839



General enquiries 13 17 03

- facebook.com/RACWA
- 🍠 @racwa
- W rac.com.au

For deaf, hearing or speech impaired members: General enquiries **relayservice.gov.au**

Breakdowns

Roadside assistance 13 11 11

For deaf, hearing or speech impaired members: Roadside assistance SMS number **0434 182 877** or contact us via **relayservice.gov.au**

Metropolitan Member Service Centres

Carousel	Shop 1098, Westfield Carousel Shopping Centre, Albany Highway
Mandurah	Shop SPO37, Halls Head Central 14 Guava Way, Halls Head
Dianella	Shop 20, Dianella Plaza 360/366 Grand Promenade
West Perth	832 Wellington Street

Regional Member Service Centres

Albany	110 Albany Highway
Bunbury	Shop 17, Primewest Centrepoint Shopping Centre, 60 Blair Street
Geraldton	Shop 8, Stirlings Central 54 Sanford Street

Effective 06/2023



RAC is committed to reducing our impact on the environment on an ongoing and sustainable basis. This printed product is produced by an ISO 14001 compliant printer on environmentally friendly manufactured paper.