

# **BusinessWise Roadside Assistance Entitlements**



**For the better**

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 the account details below as a handy reference when you need assistance.



**RAC account no:**

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**Roadside Assistance Cover:**

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**Business name:**

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# Who is eligible for service?

To be eligible for Roadside Assistance the licensed Vehicle and/or Trailer must be a Nominated Vehicle that is covered by the Customer's Roadside Assistance Cover.

## Roadside Assistance Benefits

The Roadside Assistance benefits identified below on pages 5 through 10 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).

The 48 hour Waiting Period also 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.

## Extended Benefits

The Extended Benefits identified on pages 11 through 12 and associated Annual Entitlement Limits on page 13 are subject to a 14 day waiting period. This 14-day waiting period cannot be avoided by paying a Join on Road Fee.

The 14 day waiting period also applies to Your new level of cover when You upgrade Your Roadside Assistance Cover. Any breakdowns that occur within the first 14 days of an upgrade will be covered for Extended Benefits and Annual Entitlements Limits at the previous level of cover.

Extended Benefits are not available on the BusinessWise Assist Roadside Assistance cover level, Caravans or Trailers, and are not available for any Breakdown that occurred prior to joining or upgrading Your Roadside Assistance 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 the Customer's 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, by travelling the most direct/feasible route from their base to the Breakdown location and return up to the below maximum distance limits. RAC will provide You with an estimated timeframe to attend a Breakdown in Country Areas at the time of booking where possible. Within the Metropolitan Area, there are no limits to the distance RAC will travel to provide Roadside Assistance.

Roadside Assistance Distance Limits		
Cover	Metropolitan Area	Country Area*
<b>Assist</b>	Unlimited	Up to 80km round trip
<b>Absolute</b>	Unlimited	Up to 200km 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 Excess Kilometres that exceed the above distance limits for the Customer's Roadside Assistance Cover, the Customer will be invoiced an additional Fee, which will be quoted upon request when the event is dispatched. If You are in a Restricted Area Location, there may be a delay in service

## Flat Battery

In the 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 a battery at Your cost, or direct you to a workshop for a battery fitment 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 the Customer's 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 the Customer's Towing Limits, and any fuel purchased will be at the Customer's cost.

## **Out of Charge**

If Your Battery Electric Vehicle is immobile due to lack of charge in the high voltage battery, RAC will provide a tow to the nearest Accessible Charging Station nominated by You, to Your Home, or to Your intended destination, at RAC's option, subject to Your Towing Limits. Vehicles that can be powered by both electricity and either petrol or diesel will be provided with the Out of Fuel benefit (described above) if the Vehicle has run out of both fuel and charge. Any costs associated with towing distance in excess of Your Towing Limits, and with charging Your Vehicle, will be at Your cost. Extended Benefits do not apply to Battery Electric Vehicles out of charge. You are responsible for managing the Vehicle charging process, including providing Your own charging cable and/or adaptor, if required, to charge Your Vehicle.

## **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 the Customer's

Towing Limits. Any special equipment or specialised Service Provider that may be required will be at the Customer's 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 the Customer's 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)

### Locksmith service (limit one per year)

<b>Assist</b>	At Customer's cost
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<b>Absolute</b>	Up to the value of \$165
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Every attempt will be made to provide locksmith services as required, however they are dependent on availability. Locksmith services may be limited in Country Areas. 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 will be invoiced to the Customer after completion 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 within the Towing Limits outlined:

Roadside Assistance Towing Limits		
Cover	Metro Area <sup>^</sup>	Country Area <sup>*</sup>
<b>Assist</b>	Up to 20km	Up to 80km round trip
<b>Absolute</b>	Up to 50km	Up to 200km round trip

<sup>^</sup> Metropolitan Area Roadside Assistance towing limit is measured from point of Breakdown.

<sup>\*</sup> 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 <sup>§</sup>	2.5m	3.3m

<sup>§</sup> Note outside the Metropolitan Area Towing availability maybe restricted over 2.5 tonnes

Additional Fees for Towing will be incurred and invoiced to the Customer after completion of service in instances of:

- > Your Vehicle, Caravan or Trailer and its load exceeds the maximum dimensions above;
- > Your Trailer or Caravan cannot be towed behind the Towing vehicle and exceeds the above maximum dimensions;
- > Your Vehicle, Caravan or Trailer requires additional kilometres to be travelled that exceed the above Towing Limits;
- > Your Vehicle requires Special Towing Equipment.

You can request a quote at the time of dispatch for the additional Fees, and the Customer will be invoiced after completion of Service Period.



If You are a BusinessWise Absolute Customer, RAC will contribute \$200 towards excess Towing charges. This benefit will be provided up to the Customer's Annual Entitlement Limit.

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 page 23.

### **Forward Delivery of Goods**

As a BusinessWise Absolute Customer if Your Vehicle cannot be mobilised and You require goods to be continued to a destination, RAC will case manage the co-ordination of business continuity of goods. This benefit will be provided up to the Customer's Annual Entitlement Limit.

### **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/or pay for one taxi to the maximum limits below up to the Customer's Annual Entitlement Limit:

<b>Cover</b>	<b>Taxi service (limit per Breakdown)</b>
<b>Assist</b>	At Customer's cost
<b>Absolute</b>	Up to the value of \$55

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

### **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 the Customer's Towing Limits. Note: this benefit is not available for BusinessWise Assist Customers or vehicles already quoted or under repair at a repair workshop. Additional Fees for Towing will apply.

## Car hire (post a Tow)

If Your Vehicle has to be Towed as a result of a Breakdown and cannot be repaired, subject to local availability, RAC will provide a hire car up to the below limits within the Customer's Annual Entitlement Limit:

Cover	Car hire (limit per Breakdown)
<b>Assist</b>	Not available
<b>Absolute</b>	3 days (\$110 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 20 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 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, the Customer will be invoiced an additional Fee after completion of the service, quoted upon request when the event is dispatched.

RAC does not cover Your Caravan or Trailer for:

- > Extended Benefits described below;
- > Towing trailers with live stock or pets;
- > Relocation, agistment or temporary accommodation of livestock or pets; and
- > Towing from the Customer's Home.

Roadside Assistance services are limited to minor repairs or adjustments.

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, the Customer will be required to pay these costs.

# Extended Benefits

If Your Vehicle cannot be repaired within 24 hours as assessed by RAC, or a RAC Contractor You will be able to access Extended Benefits, subject to the following exclusion:

- > Extended Benefits are not available on the BusinessWise Assist Roadside Assistance cover level, or on Caravans or Trailers, or as result of a Breakdown that occurred prior to or within the first 14 days of joining or upgrading Your Roadside Assistance Cover.

If eligible, RAC will discuss and select one of the options below with You at the time of Breakdown:

## Option 1: Stay & Repair

You can wait at the repair location while the Vehicle is under repair at a licensed repairer. RAC will cover Your accommodation and/or car hire benefits whilst the 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	Maximum accom. cost per night (max 3 days)	Maximum car hire cost per day (max 3 days)
<b>Absolute</b>	\$110 (up to \$330)	\$110 (up to \$330)

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 20 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 Customer or a nominated driver to collect the repaired Vehicle.

## **Extended Benefits explained**

### **Passenger Transport**


RAC will cover the cost for You and up to four passengers using the most economical and direct route to Your destination or Home, up to the Customer's Annual Entitlement Limit. Transport of pets or livestock will be at the Customer's 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 the Customer's 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 21.

# Annual Entitlement Limits

BusinessWise Absolute customers are entitled to up to \$2000 in annual entitlements per Contract Year. Deducted from these totals are the following benefits:

- > Extended Benefits;
- > Forward delivery of goods;
- > Locksmith;
- > Car Hire (post a Tow);
- > Taxi (post a Tow).

## Roadside Assistance benefits - outside WA

As a BusinessWise Customer You have access to assistance throughout Australia through our affiliated motoring clubs. By calling the Australia wide 1300 558 456 You will be provided Roadside Assistance in that state. If arrangements can be made at the time we will organise for Roadside Assistance benefits included in the Customer's level of cover to be utilised, alternatively the Customer might be eligible to request reimbursement by providing RAC with tax receipts within 3 months of the Breakdown and within the Customer's 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 21.

## 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 BusinessWise Customers save 10%. Book online at [rac.com.au/batteries](https://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. We offer a huge range of brands and quality tyres at very competitive prices. 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](https://rac.com.au/tyres).

# Definitions

These terms and conditions use the following definitions, unless the contrary intention appears:

1. **Accessible Charging Station** means an electric vehicle charging station nominated by You and approved by RAC as having physical space and other attributes sufficient to allow Towing Services to safely use the charging station as a destination for a Towed Vehicle.
2. **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 was involved or not, or whether caused by a mechanical failure. This includes a series of incidents arising out of a single event.
3. **Annual Entitlement Limit** means the total value of benefits available to a Customer within one Contract Year as specified on page 13. Annual benefits do not accumulate from one year to the next.
4. **Battery Electric Vehicle** means a Vehicle that runs exclusively on electricity provided by a rechargeable battery storage device, with no secondary source of generating power.
5. **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.
6. **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.
7. **Caravan** means any licensed covered carriage or house on wheels. 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 that Towing availability outside the Metropolitan Area may be restricted for any Caravan over 2.5 tonnes.

8. **Contract Year** means the annual term of a Customer's Roadside Assistance package.
9. **Country Area(s)** means areas within Western Australia but outside the Metropolitan Area.
10. **Country Boundary** means the perimeter of the geographical area that is serviced by a RAC Contractor.
11. **Customer** means the business in who's name the Roadside Assistance Cover is held.
12. **Event** means the assigning of a resource to a Breakdown. Multiple Events may occur on a single Breakdown as authorised by RAC.
13. **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 Customer is entitled to receive pursuant to the Customer's Roadside Assistance Cover.
14. **Excess Kilometre Fees** means the fees payable for Excess Kilometres, which are calculated and quoted when the Event is being dispatched.
15. **Extended Benefits** means those benefits (as detailed on pages 11 & 12) that apply to a Vehicle that cannot be mobilised within 24 hours, as assessed by RAC or RAC Contractor. Annual benefits do not accumulate from year to year.
16. **Fair Use Policy** means RAC's policy used to manage excessive use of Roadside Assistance as described on page 20 in General terms and conditions.
17. **Fee** means the annual fee for Roadside Assistance Cover or any additional fees incurred to provide the Roadside Assistance.
18. **Fire Damage** means heat or flame, which damages the panels, tyres, mechanical or electrical parts of a Vehicle.
19. **Home** means the permanent place of business of the Customer as recorded in our data base or, if a P.O Box is recorded, as stated on the ABN business registration.



20. **Join on Road Fee** means the fee for the immediate provision of Roadside Assistance to a Vehicle where a Customer is in a Breakdown situation and does not have current Roadside Assistance Cover for the Vehicle requiring assistance. The fee will be quoted at the time it is incurred.
21. **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 Metropolitan Area can be found at [RAC.com.au/roadsideassistance](http://RAC.com.au/roadsideassistance).
22. **Motorcycle** means any Vehicle licensed for on road use with the Department of Transport as a motorcycle.
23. **Nominated Vehicle** means the Vehicle/s specified by the Customer as being the Vehicle/s covered by that Customer's Roadside Assistance Cover in at the time of Breakdown.
24. **RAC, We, Our, Us** means the Royal Automobile Club of Western Australia Inc., its Related Bodies Corporate, and its and their officers, employees and contractors.
25. **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 Customers.
26. **RAC Patrol** means a mobile mechanical service operating on behalf of or by the RAC to provide Roadside Assistance.
27. **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.
28. **Regional Centres** means those areas within a 10km radius of the GPO of the cities of, Albany, Bunbury, Busselton, Geraldton, and Kalgoorlie.

29. **Restricted Area Location** means 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.
30. **Roadside Assistance** means the range of services provided to a Customer 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. Customers are entitled to up to 30 minutes labour at Breakdown. Extended Benefits are separate from Roadside Assistance services.
31. **Roadside Assistance Cover** means Assist or Absolute Roadside Assistance providing differing levels of cover by RAC to Customers, depending on the Fee paid by the Customer to RAC.
32. **Service Provider** means a provider of motor mechanical, battery services or Towing services other than an RAC Patrol or RAC Contractor.
33. **Special Towing Equipment** means any Towing apparatus that is not Standard Towing Equipment.
34. **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
35. **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.

36. **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 road-related 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.
37. **Trailer** means any licensed domestic trailer, horse trailer, dog trailer or boat trailer that is attached to a Vehicle. If Your Trailer requires Towing and cannot be towed behind the Towing vehicle, then an excess Fee 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 that Towing availability outside the Metropolitan Area may be restricted for any Trailer over 2.5 tonnes.
38. **Unlicensed Vehicle** means a Vehicle that is not currently licensed.
39. **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.
40. **Unsealed Road** means a road surface without bitumen or tar.
41. **Vehicle** means any motorised licensed vehicle that 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.

42. **Waiting Period** means the 48 hour period a Customer 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 Customer has paid the Fee to RAC.
43. **You** or **Your** means the Customer or the driver of the Vehicle covered by a Roadside Assistance Cover.

# 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 Road 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 will be invoiced to the Customer after completion of service. Roadside Assistance does not extend to a Vehicle that has been damaged as the result of being bogged.
4. **Car Hire:** You 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. **Excess Travelling Distance and Towing:**  
The Customer must pay all excess Fees.
6. **Fair Use Policy:** As a membership organisation, it is RAC's responsibility to ensure that all Customers benefit equally from our Roadside Assistance services. 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 Customers in any level of cover where, in the opinion of RAC, the Customer's use of service or entitlement is excessive or unreasonable. Once a trend of excessive use has been identified, RAC will notify the Customer that further Roadside Assistance services will only be provided at an additional Fee per callout for the remainder of the Contract Year. The amount of the fee will be quoted at the time of the Breakdown.

7. **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.
8. **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 the Customer suffers or incurs in the performance of Roadside Assistance, at its election, to the re-performance 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.
9. **Minor Mechanical Repairs:** Roadside Assistance is provided to mobilise a Vehicle. It is not a substitute for regular maintenance or permanent repairs.
10. **Modified or low Vehicles:** If Your Vehicle is low or modified and requires Special Towing Equipment to facilitate the Towing, the Customer will be invoiced for additional Fees incurred at time of service after completion of the service.
11. **Rallies, Races:** Roadside Assistance is generally not provided for events such as rallies and races. Roadside Assistance is only provided to Vehicles involved in an organised club event where the event is on a Trafficable Road and the usual road rules apply.
12. **Reimbursements:** If a Customer is assisted by a Service Provider or supplier of annual entitlement benefits and is required to pay for the service, the Customer may apply in writing 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 Customer did not contact the RAC before utilising the Service Provider. Reimbursements will be paid at the applicable rates at time of Breakdown.

13. **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.
14. **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 Assistance.
15. **Special Towing Equipment:** If any Special Towing Equipment is required an excess charge may be applied.
16. **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.

17. **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.
18. **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 under 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 up to 4, which may be covered depending on the Customer's level of Roadside Assistance Cover.
  2. **Ages 4 to 7:** In instances where a child is aged between 4 and 7, and You have 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, You do 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 the Customer's level of Roadside Assistance Cover.
19. **Unsealed Roads and non-Trafficable Roads:** Breakdowns which occur on Unsealed Roads or non-Trafficable Roads will be attended at the discretion of the RAC or RAC Contractor, with any excess cost invoiced to the Customer.
20. **Vehicle under Repair:** Roadside Assistance does not include maintenance repairs. Roadside Assistance is not provided to Vehicles already quoted or under repair or at a repair workshop. Roadside Assistance will not be provided to Un-roadworthy Vehicles or Unlicensed Vehicles.



21. **Non-payment of fees by Customer:** If the Customer does not pay the Fee, an Excess Kilometre Fee or any other additional fee invoiced in connection with the Roadside Assistance Cover (within the payment period of the invoice), RAC may suspend all future Roadside Assistance to the Customer until such time as the outstanding fee is paid.

# Privacy Statement

The RAC will collect, store and disclose the Customer's personal information in accordance with the Privacy Act 1988 (Cth) and the RAC Group Privacy Policy available at [rac.com.au/privacy](http://rac.com.au/privacy). As a Customer of RAC You confirm You have read and accept the terms of the RAC Group Privacy Policy. If the Customer wishes to access their business information held by RAC or have any privacy related questions please contact us on 1800 674 778 or email us the query via the 'Contact Us' section on our website, [rac.com.au](http://rac.com.au)

# Refund Policy

The RAC has a no refund policy on Fees and Join on Road Fees. Pro-rata refunds are not available. Vehicles that have received service during the coverage period do not generate a credit amount for removal of said Vehicle. Customers may contact the RAC to nominate an alternative Vehicle for the remainder of the Contract Year. If the Vehicle has received service during the coverage period, nominating an alternative Vehicle for the remainder of the Contract Year will be at additional cost.

# Safety Policy

Please note the following Roadside Assistance Safety Policy of the RAC. The RAC recognises that the safety and health of the RAC, Customers 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.

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General enquiries **13 17 03**

 **facebook.com/RACWA**

 **rac.com.au**

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

## Breakdowns

Roadside Assistance **1300 558 456**

### **For deaf, hearing or speech impaired customers:**

Contact us through the National Relay Service via **accesshub.gov.au**, stating You want to contact the RAC on **1300 558 456**

Alternatively, contact RAC through National Relay Service by texting **0434 182 877** and providing **1300 558 456** as the number You want to call.

Effective from 06/2024



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.