



# Emergency Home Assist

## Terms & Conditions





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## Welcome to RACV

This brochure is designed to help you make the most of RACV Emergency Home Assist (EHA) by providing you with an easy-to-read guide to the Terms and Conditions applicable to EHA. We suggest you keep this brochure in a safe place; that way whenever you need to use our Services, you will have the necessary information on how we can assist you in a Home Emergency.

## RACV Membership

RACV is a Membership organisation, which means that everything we do is for the benefit of our Members. This starts with our commitment to deliver a range of great value, high quality products and services, which our Members trust and rely on every day. As an RACV Member, you have access to a range of benefits and savings not just on RACV products, but also from retailers around Australia on motoring, home, leisure and entertainment. For a full listing of benefits visit [www.racv.com.au/membership](http://www.racv.com.au/membership)

## Agreement

RACV Emergency Home Assist is provided on the following terms and conditions which form an agreement between You and Royal Automobile Club of Victoria (RACV) Limited (ABN 44 004 060 833) ("**RACV**").

## Glossary

Capitalised words are defined in the Glossary and have the meaning given here when they appear in these Terms and Conditions.

**Area Wide Disruption to Essential Services** means where essential services in an area are disrupted or affected due to an event or incident (e.g. where there is a power blackout affecting a street or suburb caused by electricity lines or the local electricity grid being down due to a major storm).

**EHA** means the product or service named RACV Emergency Home Assist as described in these Terms and Conditions.

**EHA Pay Per Emergency** is a non-subscription, single use of individual EHA Services made available upon payment of a Pay per Emergency Fee (or Fees if more than one EHA Service is accessed during a single Service Callout).

**EHA Pay per Emergency Customer** means a person who uses EHA for individual EHA Services made available upon payment of a Pay per Emergency Fee or Fees.

**EHA Service or Services** means the services associated with the events defined as 'Home Emergencies' under EHA and which can be provided to EHA Subscribers during their Subscription or to EHA Pay per Emergency Customers on a Pay per Emergency basis.

**EHA Service Provider** means an employee, agent or contractor engaged by RACV to provide the Services on its behalf.

**EHA Subscriber or Subscriber** means a person or managing agent who has paid the Subscription Fee to receive an EHA Subscription and whose subscription has not expired or been cancelled.

**EHA Subscription** means an annual subscription product providing access to EHA for a Subscription Year following payment of a Subscription Fee

**EHA User/s** means either an EHA Subscriber or an EHA Pay per Emergency Customer.

**Fixed Dwelling** means a fixed and permanent residence, building, part of a building or structure which is self-contained and lockable; (e.g. house, unit, flat, garage or bungalow). Fixed Dwellings must be situated within the boundaries of the Nominated Property.

**Home Emergency/ies** means one or more of the incidents set out in part 3 of these Terms and Conditions for which EHA Services can be provided.

**Instalment Fee** means the additional fee applied to Members who have chosen to pay the Subscription Fee as an Instalment Payment.

**Instalment Payment** means any one direct debit payment representing a partial payment of the Subscription Fee (i.e. monthly payment).

**Major Disasters or Events** Include:

- i. earthquakes
- ii. tornadoes, hurricanes or cyclones
- iii. explosions
- iv. fire
- v. flood
- vi. political or industrial disturbances, riots or civil commotion
- vii. tsunami, tidal wave, storm surge, landslide
- viii. acts of terrorism
- ix. war
- x. use, existence or escape of any nuclear or radioactive material or any biological, chemical or nuclear pollution or contamination.

**Major Structural Damage** means damage to the structural or supporting details of a house such as beams, joists, trusses and rafters or major damage to roofing, wall cladding or glazing.

**Make Safe** means to make a Home Emergency situation as safe as practicable by applying or implementing Make Safe Procedures.

**Make Safe Procedures** means precautionary and temporary measures undertaken until further repairs can be carried out. Such measures are used to contain a Home Emergency situation by reducing the risk of further damage occurring and creating as far as is reasonably practicable a secure and safe environment until further repairs can be carried out.

**Metropolitan Melbourne** means such areas or postcodes as determined by RACV from time to time having regard to the Metropolitan & Outer Suburban Taxi Zones contained in the Melway Greater Melbourne Street Directory.

**Nominated Property** means a property eligible for EHA under these Terms and Conditions that is nominated by the owner for Service under EHA Subscription or nominated for Service under EHA Pay per Emergency.

**Nominated Regional Centres** means areas in Victoria outside Metropolitan Melbourne where EHA is available. Coverage is widely available across regional Victoria. Availability in your area can be checked by visiting [www.racv.com.au/eha](http://www.racv.com.au/eha).

**Pay per Emergency Fee** means the single callout fee determined by RACV from time to time that is payable by a Person prior to provision of an EHA Pay per Emergency Service.

**Permitted Persons** means the EHA User or residents, tenants or managing agents of the Nominated Property. The Permitted Person must be over 18 years of age.

**RACV** means Royal Automobile Club of Victoria (RACV) Limited ABN 44 004 060 833.

**Service Callout** means an individual request from an EHA Subscriber or EHA Pay per Emergency Customer for EHA Services to be provided in relation to a specified home emergency.

**Service Period** has the meanings given in part 5, section A of these Terms and Conditions.

**Subscription Fee** means the annual fee or Instalment Payments determined by RACV from time to time that are payable by a person for receiving EHA Subscription.

**Subscription Year** means any 12-month period after the date an EHA Subscription was purchased or renewed. This includes an annual subscription, or a subscription paid in Instalment Payments.



## What is EHA?

- A. EHA provides fast response assistance to EHA Users in the event of a Home Emergency, subject to part 4, section B and part 6, sections K and L. On-site assistance is provided by skilled and experienced tradespeople who provide a combination of services including assessment, repairs and temporary procedures that make the Nominated Property safe and secure where full repairs are not practicable. EHA Service may also include advice regarding any additional follow-up work required.
- B. EHA is not:
  - a. a replacement for home insurance;
  - b. a general maintenance, preventative or handyman service; or
  - c. an emergency rescue or disaster response service.
- C. Where a Home Emergency poses a risk to the personal safety and property of EHA Users and/or others, EHA Users should contact appropriate emergency or rescue services such as the State Emergency Service (SES) or the '000' emergency service or appropriate utility or essential services providers prior to contacting RACV for EHA Service.

## Becoming an EHA User?

- A. Subject to these Terms and Conditions and payment of the applicable EHA fees, EHA Services can be provided for Home Emergencies to:
- B. EHA Subscribers upon request under an EHA Subscription; or
- C. persons without an EHA Subscription through EHA Pay Per Emergency for an individual Home Emergency.

### Availability

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- D. EHA is only available for residential properties of homeowners or their managing agents, including houses, duplexes, flats, units and apartments.
- E. An tenant is unable to purchase an EHA Subscription but may be an EHA Pay per Emergency Customer where the tenant acknowledges that provision of service will be limited to urgent repairs that a tenant may perform under section 72 of the Residential Tenancies Act 1997. The tenant acknowledges and agrees that they are responsible for notifying their landlord or property manager of the need for urgent repairs and warrants that they have complied with section 72 of the Residential Tenancies Act 1997 prior to making an EHA service request to RACV.

- F. EHA is only available within Metropolitan Melbourne and Nominated Regional Centres. To find out if EHA is available in your area, visit [racv.com.au/eha](http://racv.com.au/eha)
- G. The EHA User must nominate one property for EHA Services per Subscription or Pay Per Emergency Fee. This will be referred to as the Nominated Property for these Terms and Conditions. The EHA Services are available for Home Emergencies occurring within the property boundaries of that Nominated Property.

### EHA Subscription

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- H. By subscribing to EHA and accepting these Terms and Conditions, EHA Subscribers authorise RACV to accept callouts from Permitted Persons and accept any risk associated with this authorisation, including the risk that their callout breaches the fair use policy described in section 9 of these Terms and Conditions.

### EHA Pay Per Emergency

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- I. EHA Services can be provided for individual Home Emergencies to persons without a current EHA Subscription upon payment of the applicable EHA Pay per Emergency Fee/s.

### Qualifying Period

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- J. Persons requiring assistance:
  - a. within 72 hours of becoming an EHA Subscriber; or
  - b. who wish to purchase an individual EHA Service and do not wish to purchase an EHA Subscription, will be required to pay the applicable EHA Pay Per Emergency Fee/s prior to receiving EHA Services.

### Nominating a Property

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- K. EHA Users may nominate one property for EHA Services at any one time. EHA Services will only be provided to the EHA User in respect of the
- L. In the case of EHA Subscriptions, EHA Subscribers can change the Nominated Property address once per Subscription Year.

## What is a Home Emergency Under EHA?

- A. EHA covers home emergencies requiring plumbing, electrical or locksmith services.
- B. Although RACV may, at its sole discretion:
- add additional incident types to those listed below; or
  - provide additional services to EHA Users relating to home emergencies within the three trade categories listed in section 3A,
- the EHA Services will generally consist of the following incident types:



TYPE OF HOME EMERGENCY	DEFINITION
<b>Internal leak</b>	A damaged roof, gutter or downpipe causing an internal leak through the ceiling or walls.
<b>Blocked toilet, pipe or drain</b>	A blocked toilet, pipe or drain prevents smooth water flow, causing overflow or backup into the nearest outlet. Includes the use of hand tools only (i.e. If waterjets and/or cameras etc. are required, a quote will be provided).
<b>Broken tap or showerhead</b>	Inability to control water flow as the result of a broken tap or showerhead causing significant water wastage, home or property damage. (Does not include dripping taps).
<b>Burst pipe</b>	A burst pipe or joint, resulting in significant water wastage, home or property damage.
<b>Broken hot water system</b>	Broken or damaged system as the result of gas or electrical problems, faulty components, or the inability to reignite the pilot light.
<b>Broken heating or cooling system</b>	Broken or damaged system as the result of gas or electrical problems, faulty components, or inability to reignite pilot light. (Excludes portable appliances). Note: if specialist referral is required, a quote will be provided.
<b>Blackout or power failure in the house</b>	Supply of power to all or part of the house has been disrupted. (Excludes area-wide blackouts).
<b>Lock out or broken door/window</b>	Locked out of the house or where home safety or security is threatened as a result of damaged locks or jammed doors and windows.
<b>Broken glass</b>	Where home safety or security is threatened as a result of damage to broken glass in a door or window, we will make safe and clean up. (Excludes glass replacement, available in metro Melbourne only).
<b>Gas leak</b>	Internal or external gas leaks as the result of damaged gas appliances or leaking gas pipelines.

## EHA Service Availability and Requirements

- A. Subject to these Terms and Conditions, EHA Services are available 24 hours a day, every day of the year within Metropolitan Melbourne and Nominated Regional Centres.
- B. EHA Services will be provided as soon as practicable but a response time is not guaranteed and will vary, depending on the location of the Nominated Property and demand for EHA Services, amongst other things.
- C. EHA Users, or their Permitted Persons, must be present at the Nominated Property from the time they place an EHA Service Callout, until completion of the EHA Services.
- D. Where an EHA User requires locksmith services, they may be required to confirm that they are legally entitled to enter the Nominated Property and satisfactory proof of identity may be requested by the EHA Service Provider.
- E. EHA Service may be refused under an EHA Subscription, or a Pay Per Emergency Fee applied (payable before EHA Service is provided), if at the time of requesting EHA Service:
  - a. a Permitted Person's eligibility to request EHA Service cannot be verified over the phone; or
  - b. the Subscription Fee or any Instalment Payment is outstanding, subject to part 4, section F.
- F. If an EHA Subscription Fee or any Instalment Payment remains unpaid for a period of 90 days, the EHA Subscription will lapse and the EHA User must take out a new EHA Subscription (subject to a 72-hour qualifying period) or pay the applicable EHA Pay Per Emergency Fee if EHA Service is required.
- C. The decision as to whether to repair or implement Make Safe Procedures is at the sole discretion of the EHA Service Provider attending the Home Emergency and will be determined during the Service Period.
- D. Where Make Safe Procedures are required, the Service Period may be extended beyond one (1) hour if necessary for completion.
- E. The EHA User will be advised of any further work required upon completion of the Service Period. Where specialised or more extensive repairs are needed, the EHA User may request the EHA Service Provider to arrange a quote on their behalf.
- F. Any repairs or procedures provided by the EHA Service Provider after the Service Period or provided by a third party are at the expense of the EHA User.
- G. Where the EHA User requests RACV Trades, through the EHA Service Provider or another trade provider, to do any work outside the Service Period as a 'general or non urgent' trade job, the request will be governed by the RACV Trades Terms and Conditions, available at [www.racv.com.au/home/trades/terms-conditions](http://www.racv.com.au/home/trades/terms-conditions). RACV accepts no responsibility or liability for any work performed by the EHA Service Provider or by any third party outside the Service Period which is not requested through RACV Trades except to the extent such liability is caused or contributed to by RACV.

### Repair and Make Safe Materials

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- H. EHA Services include the cost of minor parts and materials used in the provision of EHA Services or Make Safe Procedures that are readily available and carried by the EHA Service Provider during the Service Period. The cost of parts and materials used in follow up work outside the Service Period will be borne by the EHA User ('Parts and Materials', page 14).
- I. Any EHA User-supplied part or parts may be refused to be installed by an EHA Service Provider in their sole discretion. Any warranty relating to parts and materials will not apply to any EHA User-supplied parts.

## Service Callouts

### Service Callout Obligations

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- A. Subject to section 9 (Fair Use Policy), RACV will provide EHA Subscribers with an unlimited number of Service Callouts per Subscription Year.
- B. EHA provides up to one (1) hour of labour per Service Callout from the time the EHA Service Provider arrives at the Nominated Property to Provide EHA Services ("Service Period"). The Service Period covers the specific Service Callout only.

# EHA Exclusions and Limitations

## General Exclusions

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- A. EHA is not available for:
  - a. non-residential properties;
  - b. properties used for commercial, retail, office, industrial or professional purposes;
  - c. properties used for commercial farming or agricultural properties;
  - d. portable, temporary or non-Fixed Dwellings including but not limited to caravans, trailers, campervans, recreational or other vehicles; or
  - e. properties outside Metropolitan Melbourne and Nominated Regional Centres.
- B. EHA Service is not available for or in response to:
  - a. any events which are not defined as Home Emergencies;
  - b. Major Structural Damage;
  - c. Area Wide Disruption to Essential Services;
  - d. disruption to essential services as a result of disconnection by the relevant authority;
  - e. Major Disasters or Events;
  - f. any requests for general maintenance that is either outside the relevant trade category, is unrelated to the specific home emergency or is more akin to preventative or handyman work (such as replacement of light globes, power points, tap sets, shower heads or tap washers for dripping taps);
  - g. breakdown, loss or damage to portable appliances, saniflo toilets or other mechanical equipment;
  - h. damaged hedges, fences, gates or awnings;
  - i. failure of alarms, home security systems and CCTV;
  - j. damaged swimming pools including parts, components, pumps, motors and plumbing or filtration systems;
  - k. damaged solar systems;
  - l. shower screens or fly screens; or
  - m. damaged Hydronic heating system.

## Parts and Materials

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- C. EHA excludes the provision or replacement of the following parts and materials:
  - a. windows, doors, glass, tiles, carpets, fly screens and any other fittings, fixtures or ornamentation;
  - b. fixed plumbing apparatuses such as baths, sinks, showerheads, taps or cisterns;
  - c. roofing materials (including skylights and solar panels), roof gutters, curbing or drainpipes;
  - d. roofing tarps
  - e. galvanised pipes;

- f. gas cylinders or water tanks;
- g. power generators or motorised units;
- h. light fittings, power points, switch boards and circuit breakers;
- i. door or window locks, handles, winders, remote controls, keys or key barrels; and
- j. parts or components not readily available to the EHA Service Provider during the Service Period.

## Repair Limitations

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- D. Ability to fully repair a problem during the Service Period may be limited where the EHA Service Provider determines:
  - a. full repair is estimated to take longer than one hour due to the complexity and magnitude of the problem (in which case the EHA Service Provider will implement Make Safe Procedures if possible);
  - b. materials, components or equipment required to resolve the problem are not readily available to the EHA Service Provider at the time of the EHA Service;
  - c. specialist brand-specific knowledge, equipment and/or components are required to resolve a problem – for example, where heating and cooling specialists are required or where specialist equipment such as water-jets or drain cameras are required;
  - d. destruction or demolition of property including walls, floors and ceilings is required; or
  - e. blocked or damaged pipes are the result of extensive root damage.
- E. Additional costs are applicable to Services that are subject to the repair limitations set out in 'EHA Exclusions and Limitations', page 14.
- F. EHA Service will not be provided or may be limited where, in the opinion of the EHA Service Provider attending the Home Emergency, there is a real risk of danger to the life, health, safety or property of any person or where this is a real risk of causing significant damage to the environment. This may include, but is not limited to:
  - a. situations whereby severe weather conditions could make surfaces unsafe to work on (i.e. wet roofs)
  - b. access to roofs on two-story buildings (or buildings with a high-pitched roof) may present a safety risk for one EHA Provider and a second EHA Provider may be required to attend **at an additional cost** to the EHA User (a quote will be provided); or
  - c. the presence of asbestos.



## Removal of Debris

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- G. EHA does not include removal of broken appliances, fallen trees, branches or other general debris from the Nominated Property.

## Property Boundaries

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- H. EHA does not extend to a Home Emergency that occurs in or at or involves:
  - a. any building, structure or land outside the property boundaries of the Nominated Property address or lot such as public, council, shared or common property; or
  - b. areas or equipment reasonably considered to be the province and responsibility of utility providers such as gas or water meters; gas pipelines, electricity cables and grids or water mains.

## Location and Accessibility

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- I. Where it is difficult to locate, determine or access the source of a problem, ability to provide EHA Services or implement Make Safe Procedures may be limited to what is reasonably practicable in the circumstances.
- J. Where a problem occurs, originates or extends outside the boundaries of the property, EHA Service and Make Safe Procedures will be limited to work which can be carried out within the boundaries of the Nominated Property.

## Response Times

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- K. Severe weather conditions, traffic conditions, heavy rain and unforeseen events may affect EHA response times and limit availability of appropriate EHA Service Providers in the area at the time. During such periods, RACV will arrange assistance as quickly as practicable.
- L. In the event of such conditions mentioned in part 6, section K assistance may be limited to Make Safe Procedures aimed at reducing damage or loss.

## General Conditions and Limitation of Liability

### General conditions

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- A. RACV or an EHA Service Provider may refuse to provide any EHA Service where in the reasonable opinion of RACV or the EHA Service Provider, the Permitted Person or any person at the Nominated Property is acting or behaving in a manner that is inappropriate, improper, hostile, threatening, abusive or dangerous.
- B. RACV reserves the right to refuse applications for EHA Subscription or EHA Pay per Emergency or extension or renewal of the EHA Subscription. RACV will act reasonably in making any determination under this clause.
- C. RACV may amend, vary or withdraw any aspect of the EHA Services at any time and its maximum liability to each EHA Subscriber in respect of same will be the refund of the unused portion (pro-rata) of the Subscription Fee paid by the EHA Subscriber.
- D. Where there is ambiguity, RACV is only liable to provide or pay for the Services to the extent clearly and expressly provided for in these Terms and Conditions.
- E. RACV does not guarantee that EHA will entitle the EHA User to a level of service that matches or surpasses any other product or service provided by any other person.
- F. The method of delivery of Services will be at the sole discretion of RACV, including without limitation the EHA Service Provider and regarding the type or method of the EHA Services.

### Limitation of Liability

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- G. Any advice provided as part of the Services is provided in good faith and with all reasonable care, based on assumptions and information provided by the Permitted Persons. To the extent permitted under Australian Consumer Law, RACV is under no obligation to update the information provided and is not responsible for and disclaims all liability relating to use of this information.
- H. If, notwithstanding the above, RACV is found to be liable to the EHA User and/or any other person in connection with any advice given to the Permitted Persons in the course of or in connection with the EHA Services, RACV's liability is limited to a sum not exceeding \$10,000 (which shall include legal costs) in respect of the aggregate of all claims during any consecutive period of 12 months.
- I. RACV may accept liability for damage to a Nominated Property directly caused by the provision of the EHA Services to it where:

- a. notice of that damage is given to RACV within 7 days of the EHA Services being provided; and
  - b. RACV is given an opportunity to inspect the home or property before further repairs are carried out and considers, acting reasonably, that the damage was directly caused by negligence on the part of RACV in providing the service.
- J. Subject to the previous paragraph, the EHA User acknowledges that the Services are intended to be emergency repairs and may be temporary or make safe in nature. As such, RACV does not represent that any Nominated Property (or part thereof) to which it provides Service will be, or will remain for any period of time, in working order. Where repairs are temporary or make safe only, RACV will not be liable to any person (whether in tort, contract or otherwise) in connection with damage, accidents or injuries that may occur following EHA Services as a result of the EHA User not taking appropriate action to implement permanent repairs to the Nominated Property.
- K. If, notwithstanding the above, RACV is found to be liable to the EHA User and/or any other person in connection with EHA Services provided to a Nominated Property, including, without limitation, in connection with damage, accidents or injuries that may occur following a callout and whether in tort, contract or otherwise, RACV's liability is limited to a sum not exceeding \$10,000 (which shall include legal costs) in respect of the aggregate of all claims during any consecutive period of 12 months.
- L. RACV accepts no liability for performing repairs or Make Safe Procedures which would void a warranty, cause the EHA User to breach a contractual obligation or prejudice or adversely affect an existing or subsequent insurance claim or legal action involving the EHA User. It is the responsibility of the Permitted Person to advise the EHA Service Provider not to repair an item where doing so may void a warranty or cause the EHA User to breach a contractual obligation.
- M. RACV will not be liable or in default for any failure or delay in providing EHA Services, either in whole or in part, where failure or delay arises directly or indirectly out of causes beyond the reasonable control of RACV including, without limitation: Major Disasters or Events, adverse weather conditions, unavailability of materials, part, qualified personnel, equipment, fuel or the like; failures in telecommunications, satellite and global positioning systems (including loss of coverage in any or all of the Service areas); and otherwise where the relevant Service is not reasonably available.
- N. To the extent permitted by law, RACV will not be liable to any person for any indirect, special or consequential loss or damage in connection with the EHA Services, whether in contract, tort (including negligence), statute or otherwise.
- O. Nothing in these Terms and Conditions excludes any liability implied or imposed by any laws (including the Australian Consumer Law) that cannot be lawfully excluded or limited. Where RACV can limit our liability under the Australian Consumer Law, RACV limits such liability to the following (at RACV's option): in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of goods, the payment of the cost of replacing the goods or of acquiring equivalent goods; or in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

## Transfer, Cancellation and Refunds

- A. An EHA Subscription cannot be transferred or assigned by the EHA Subscriber to any other person.
- B. The EHA Subscriber may cancel their EHA Subscription at any time by notifying RACV by telephone, mail or at any RACV Store.
- C. RACV may cancel the EHA Subscriber's subscription to EHA immediately and without penalty where, in the reasonable opinion of RACV, the EHA Subscriber has:
  - a. materially breached these Terms and Conditions and the breach has not been or cannot be remedied; or
  - b. acted in a manner that is inappropriate, improper, hostile, threatening, abusive or dangerous.
- D. Except as expressly set out in these Terms and Conditions, the EHA Subscriber is not entitled to a refund of any part of the Subscription Fee upon cancellation of their subscription.
- E. Subscription Fees may be refunded (in whole or in part) prior to the end of the subscription period in the following circumstances:
  - a. where the EHA Service is no longer able to be provided at the Nominated Property (due to limited trade coverage in the area or similar circumstances); or
  - b. an EHA Subscriber dies; or
  - c. an EHA Subscriber's Nominated Property is destroyed as the result of a Major Disaster or Event and declared a total loss; or

- d. during the current Subscription Year, the EHA Subscriber sells the Nominated Property and provides satisfactory evidence of the sale (e.g. copy of contract of sale).
- F. Refunds can only be offered under Transfer, Cancellation and Refunds (page 19, section E), when no Service Callouts have been made in the relevant Subscription Year. However, if the amount we need to refund is less than \$5, then we will donate it to charity.
- G. The EHA Subscriber has 21 days from the date of purchasing an EHA Subscription to cancel and will be entitled to a full refund of any Subscription Fee paid provided no Service Callouts have been made in that time.
- H. Refunds may be granted in other extraordinary circumstances (at RACV's discretion).

## Fair Use Policy

- A. It is important to RACV that all EHA Users are able to access the EHA Services and benefits and our expectation is that EHA Users will maintain their Nominated Property in good order. Therefore, RACV reserves the right to limit or refuse to provide Services to an EHA User where, in the reasonable opinion of RACV, the EHA User's use of the Services is excessive, unreasonable or not reasonably required by EHA User in the circumstances.
- B. Circumstances that may constitute a breach include multiple Service Callouts for the same reason (e.g. a blocked toilet, pipe or drain, unstable pilot light in heating systems). An EHA Subscriber is expected to take reasonable steps to resolve the underlying issue causing the fault and an EHA Pay per Emergency Customer acknowledges that they will be charged a Pay per Emergency Fee for each Service Callout (regardless of whether the same underlying issue causes the fault).
- C. Without limiting the circumstances in which RACV may apply this fair use policy, RACV will apply this policy if any use of the Services or benefits by an EHA User is considered to be fraudulent or adversely affects the provision of the Services to other EHA Users.

## Consent to Photograph or Film Services

- A. You agree that EHA Service Providers may take photo or film of existing damage and the EHA Service provided during a Service Callout. These photographs and videos are a requirement of the EHA Service Provider

advising RACV of any compliance and rectification issues. In doing so, the EHA Service Provider will ensure that any such photos and film do not identify you or your property without your specific consent.

## Privacy

- A. In order for RACV to provide You with Services under this Agreement You agree to provide Personal Information about yourself and information about Your home may:
  - i. collect, monitor and store information to provide the Services in connection to You;
  - ii. disclose information (including Personal Information) to You and to third parties through whom RACV provides services in connection with your use of the Services for the purpose of providing you with the Services;
  - iii. disclose Personal Information to suppliers who need access to the Personal Information to provide RACV with services, to allow supply of Equipment and Services to You;
  - iv. use Personal Information collected through the Services to promote products and services to You.
  - v. retain and use information as described in this Agreement or as otherwise permitted by law.
- B. RACV may also use and collect non-personal aggregate, statistical, and other anonymous information (including location information) to provide services to multiple third-party providers, for research purposes and to help RACV enhance and improve its services and to develop current and future services and functionality, and for other purposes of RACV's business. RACV may share non- personal aggregate, or summary, information with partners or other third parties (this is a customary online practice). For example, we might provide a count of users from a particular area or utilise data in an anonymous manner to develop and improve other products. RACV will always ensure that any Personal Information has been removed before aggregate information is provided to third parties or partners.
- C. RACV's use of any Personal Information will at all times be governed by the RACV Privacy Charter, a copy of which can be found at [www.racv.com.au/privacy](http://www.racv.com.au/privacy)

## Marketing

You agree that RACV and its related bodies corporate may contact You with marketing and information about their products and services, discounts, special offers, competitions and invitations to special events, for an indefinite period unless and until You opt out of receiving these communications. You agree that any contact details provided by You can be used for these communications, including to contact You by post, phone, email and SMS. If at any time You wish to opt out from receiving these communications, please let RACV know by using the "Opt Out" instructions in the RACV Privacy Charter (available at [www.racv.com.au](http://www.racv.com.au)) or any opt out means provided in the communications.

## Subcontractors

RACV may sub-contract the performance of all or any of its obligations under this Agreement to any person or firm without giving notice to You.

## Changes to this Agreement

- A. From time to time, RACV may require changes to be made to its products in order to respond to changes in legislation and other environmental factors. Any such changes will be notified to Members holding EHA on the RACV website ([racv.com.au](http://racv.com.au)) and/or using any other means of notification adopted by RACV.
- B. If the EHA Subscriber considers, acting reasonably, that a change to the EHA product will have a serious detrimental effect on the Services supplied to the Member by RACV, then the Member may request that RACV cancel the Services and RACV agrees to refund the unused portion (pro-rata) of any Subscription Fee to the Member.

## General

- A. You may not assign, transfer or otherwise deal with the rights under this Agreement without the prior written consent of RACV.
- B. RACV may assign, novate or otherwise deal with its rights and obligations under this Agreement in favour of a related party of RACV.
- C. This Agreement will be governed by and construed in accordance with the laws in force in the State of Victoria and each party submits to the non-exclusive jurisdiction of the courts of that State.

## Further Information

Further information for this product, including these Terms and Conditions, are available at [racv.com.au/eha](http://racv.com.au/eha), or can be obtained by calling 13 RACV (13 72 28) or visiting any RACV Store.

## Complaints

All complaints, disputes or feedback relating to RACV Emergency Home Assist should be directed as follows:

### By telephone:

13 46 63

### By mail:

RACV Emergency Home Assist  
Level 7, 485 Bourke Street  
Melbourne VIC 3000

### In person:

By visiting any RACV Store

## Contact RACV

**To request emergency assistance call** **1300 427 228**

24 hours a day; 7 days a week

**RACV MemberLine** **13 RACV (13 72 28)**

Member Enquiries & Subscription, 7am – 11pm; 7 days a week

**Hearing Impaired TTY** **133 677**

National Relay Service (NRS)

**Feedback & Complaints** **13 RACV (13 72 28)**

**Email** **[care@racv.com.au](mailto:care@racv.com.au)**

**Website** **[racv.com.au/eha](http://racv.com.au/eha)**

Telephone calls to the above numbers may be recorded to assist us with the provision of high-quality service to you.

# Contact Us

[racv.com.au/eha](http://racv.com.au/eha)  
13 46 63  
or visit an RACV Store

**ROYAL AUTOMOBILE CLUB  
OF VICTORIA (RACV) LTD**  
ABN 44 044 060 833  
Level 7, 485 Bourke Street  
Melbourne VIC 3000