



Emergency Roadside Assistance Terms & Conditions

Contact Us

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Or visit an RACV Store

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Introduction

This brochure is designed to help you make the most of your Emergency Roadside Assistance (ERA) package by providing you with a guide to the ERA Products' services and benefits and the extent to which the service and benefits apply to you.

Please note that this brochure contains the Terms and Conditions of ERA Products. 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. Members holding ERA Products will be advised of RACV's intention to make any such changes through the RACV website (racv.com.au) and using any other means adopted by RACV (in its absolute discretion).

The full ERA terms and conditions can be found at racv.com.au and Members can obtain a copy of the most recent terms and conditions at any RACV retail shop. If the Member considers that a change to the ERA 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.

As an RACV Member, you acknowledge and agree to the rights and obligations of members set out in RACV's Constitution and By-laws (a copy of which is available at racv.com.au).

Privacy

- In order for RACV to provide you with the Services you agree to provide personal information about yourself and information about your Vehicle and agree that RACV may:
 - a. collect, monitor and store information to provide the Services in connection to you;
 - b. 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;
 - c. disclose personal information to suppliers who need access to the personal information to provide RACV with services, to allow supply of the Services to you;
 - d. use personal information collected through the Services to promote products and services to you; or
 - e. retain and use information as described in these Terms & Conditions or as otherwise permitted by law.

- 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.
- 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

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) or any opt out means provided in the communications.

How to resolve a complaint or dispute

Talk to a staff member if you have a complaint – the first thing to do is call 13 RACV (13 7228) or go into your local RACV Shop and talk to one of the staff. If the staff member is unable to resolve the matter for you they will refer you to a manager.

Call 13 RACV (13 7228) if you would like more information about the complaint and dispute resolution procedure.

RACV Emergency Roadside Assistance

Our aim is to get your Vehicle mobile at the time of breakdown to allow you to continue your driving journey. Where this is not possible, we will provide reasonable options appropriate to the situation to assist you in getting your Vehicle to a Place of Repair. While your Vehicle is either being repaired within close proximity to the breakdown location, or being transported to an agreed destination, we may provide other suitable benefits to minimise disruption to you and your passengers.

Obtaining Assistance

For Emergency Roadside Assistance Australia-wide, Members or their representative should contact one of the following numbers:

Roadside Care	13 11 11
Extra Care	1800 333 300
Total Care	1800 333 300
Bike Assist	13 11 11
Emergency Wheelchair and Scooter Assist	13 11 11

All telephone calls to the above numbers will be recorded to assist us to properly provide assistance to you.

Proof of ERA product holding

Verification of your eligibility to receive ERA will be required at the time when Service is requested. Service Providers may also request verification of your eligibility to receive ERA at the time of Service.

If you cannot confirm your eligibility to receive ERA either on the phone or at the time of Service, you may be required to purchase a one or two year subscription before Service is provided. The additional subscription will be refunded if you later prove to RACV that you were eligible to receive the relevant Service.

ERA Product Features Table

This table has been designed to assist in determining the maximum ERA service and benefit features available.

Product Features*	TOTAL CARE	EXTRA CARE	ROADSIDE CARE
Emergency Roadside Assistance			
Service Calls	Unlimited	Unlimited	Unlimited
Towing Metro	100kms	60kms	20kms
Towing Country	100kms or to attending RACV Service Centre	60kms or to attending RACV Service Centre	To attending RACV Service Centre
Free petrol or diesel (Up to 5 litres)	✓	✓	✓
Minor Parts Allowance	\$33	\$33	–
Caravan & Trailer Assistance	✓	✓	–
Vehicle Limits**	5	2	2
Additional Drivers	6	6	6
General Extended Benefits			
Locksmith	\$350	\$300	\$200
Special Towing Equipment	\$250	\$220	–
Trailer Hire			–
Extended Benefits under 100kms from home			
Breakdown	\$300 Taxi (3@ \$100) Alternative transport Courier	\$240 Taxi (3@ \$80) Alternative transport Courier	\$80 Taxi (1@ \$80) Alternative transport Courier
Extended Benefits over 100kms from home			
Total Maximum Benefits	\$2,400 Taxi (3@ \$100) Hire car \$88p.d. Alternative transport Accommodation \$170p.n.	\$1,400 Taxi (3@ \$80) Hire car \$88p.d. Alternative transport Accommodation \$170p.n.	\$750 Taxi (1@ \$80) Hire car \$88p.d. Alternative transport Accommodation \$150p.n.
Breakdown	Vehicle transportation	Vehicle transportation	–
Travel Party – Recovery Transport	\$1,000 Transport Accommodation	–	–
Personal Extended Benefits			
Cover for your Travel Party	✓	–	–
RACV Bike Assist	✓	–	–
RACV Emergency Wheelchair & Scooter Assist	✓	–	–

* Full product details are contained throughout this booklet.

** Additional vehicles may be subject to additional cost.

All prices quoted are inclusive of GST.

p.d. = per day and p.n. = per night

1. RACV Total Care

RACV Total Care is our premium ERA product. This applies to you, the Plan Owner and any listed Additional Drivers, no matter which Nominated Vehicle you are driving and anyone who is driving your Nominated Vehicle. The product features also extend to Caravans and Trailers being towed by the Nominated Vehicle.

1.1 Emergency Roadside Assistance

RACV will provide you with unlimited callouts for the purpose of making your Nominated Vehicle or any Caravan or Trailer you are towing, mobile if it becomes Disabled, subject to the Fair Use Policy and capped Benefit Limits.

This includes:

- Minor Mechanical Repairs to mobilise your Vehicle
- Towing for your Vehicle and Caravan or Trailer:
 - In Metropolitan Areas, the first 100km in any direction, from the point of breakdown is free of charge
 - In Country Areas, the first 100km in any direction from the point of breakdown is free of charge, or back to the attending Service Centre
 - If your Electric Vehicle runs out of charge, the first 200km in any direction, from the point of breakdown is free of charge, or to the Nearest Accessible Charging Station
- Free petrol or diesel when you have run out of fuel (up to 5 litres; only available in Victoria)
- Wheel changing for flat tyre
- Spare Parts fitting up to the value of \$33, if available, from attending RACV Service Provider (only available in Victoria).

Assistance for motorcycles is limited to petrol and towing. Vehicles, Caravan or Trailers are subject to Size and Weight Restrictions. Please refer to pages 20-22.

1.2 Extended Benefits

RACV Total Care may provide you with up to \$25,000 worth of benefits during any one Subscription Year.

General Benefits

RACV may provide up to \$350 per incident towards locksmith services. In the event that RACV is unable to unlock your vehicle, on your request, RACV may arrange for a professional locksmith, when keys have been lost, broken, locked in the Vehicle or stolen and no spare key is available. Repairs or replacement of lock barrels are not covered under locksmith benefits. RACV may provide up to \$250 per incident in any combination of the following:

- Trailer hire; and/or
- Special Towing Equipment for lowered Vehicles, locked steering and limited tow truck accessibility.

Benefits when under 100km from home address Mechanical Breakdown

Where Mechanical Breakdown occurs and your Vehicle, Caravan or Trailer is Disabled and has been towed to a Place of Repair, you may claim a combination of the following benefits up to \$300 (in total per incident) until the End of the Incident.

- Taxi fares (maximum of 3 trips, at \$100 each)
- Alternative transportation
- Courier/s

Benefits when over 100km from home address Mechanical Breakdown

Where Mechanical Breakdown occurs and your Vehicle, Caravan or Trailer is Disabled and has been towed to a Place of Repair, you may claim a combination of the following benefits up to \$2,400 for you and your Travel Party (in total per incident) until the End of the Incident:

- Accommodation (\$170 nightly limit); and/or
- Rental vehicle (\$88 daily limit); and/or
- Alternative transportation; and/or
- Taxi fares (maximum of 3 trips, at \$100 each)

Where the Vehicle, Caravan or Trailer is unable to be repaired within three business days at the Place of Repair to which it has been towed, RACV may attempt to find an alternative Place of Repair. If repairs still cannot be effected within three business days you have the option of having your Vehicle transported to a destination of your choice within Australia. RACV uses preferred contracted suppliers for the delivery of Services and delivery times may vary depending on availability.

Where the breakdown is solely limited to a Caravan or Trailer; alternative transport and taxi benefits are not available. Accommodation benefits are only available if the Caravan is being towed by an Eligible Vehicle.

Travel Party Recovery Transport Benefits – illness, injury or hospitalisation

If you or your Travel Party suffer a medical emergency requiring hospitalisation for 7 days or more, or experience an illness or injury leaving you unfit to drive, RACV may provide up to \$1,000 in total per incident for accommodation, vehicle transport for the Member and passenger transport for the Member and Travel Party to join the Member or return home (subject to the treating doctor's consent, in writing as required by RACV).

Travel Party Recovery Transport Benefits – deceased

Should you or any member of your Travel Party die whilst on a driving trip in Australia, RACV may contribute up to \$5,000 to assist with the repatriation of the Member, or any member of your Travel Party, deceased person and the Vehicle to your selected destination in Australia.

To claim any medical related benefits, the Member must first obtain RACV's express approval prior to incurring any charges.

1.3 Personal Benefits

RACV Total Care may also provide you with a number of Personal Benefits, as follows:

- The Total Care benefits described above apply to you, when driving any Nominated Vehicle. Benefits will also apply to any listed Additional Driver or person lawfully driving a Nominated Vehicle.
- Benefits whilst you are riding a Bicycle. Please refer to Section 4 of this brochure for details.
- Benefits for your Wheelchair or Scooter. Please refer to Section 5 of this brochure for details.

2. RACV Extra Care

RACV Extra Care offers a range of extra benefits designed to get you moving again with minimal inconvenience. This applies to you, the Plan Owner and any listed Additional Drivers, no matter which Nominated Vehicle you are driving and anyone who is driving your Nominated Vehicle. The product features also extend to Caravans and Trailers being towed by the Nominated Vehicle.

2.1 Emergency Roadside Assistance

RACV will provide you with unlimited callouts for the purpose of making your Nominated Vehicle or any Caravan or Trailer you are towing, mobile if it becomes Disabled, subject to the Fair Use Policy.

This includes:

- Minor Mechanical Repairs to mobilise your Vehicle
- Towing for your Vehicle and Caravan or Trailer:
 - In Metropolitan Areas, the first 60km in any direction, from the point of breakdown is free of charge
 - In Country Areas, the first 60km in any direction, from the point of breakdown is free of charge, or back to the attending Service Centre, or to the Nearest Accessible Charging Station if your Electric Vehicle has run out of charge
- Free petrol or diesel when you have run out of fuel (up to 5 litres; only available in Victoria)
- Wheel changing for flat tyre
- Spare parts fitting up to the value of \$33, if available from attending RACV Service Provider (only available in Victoria)
- Support for up to 2 vehicles

Assistance for motorcycles is limited to petrol and towing Vehicles. Caravan or Trailers are subject to Size and Weight Restrictions. (Refer to Size and Weight Restrictions table on page 22).

2.2 Extended Benefits

RACV Extra Care may provide you with up to \$10,000 worth of benefits in any one Subscription Year per vehicle listed on your ERA Product subscription.

General Benefits

RACV may provide up to \$300 per incident towards locksmith services. In the event that RACV is unable to unlock your Vehicle, on your request, RACV may arrange for a professional locksmith, when keys have been lost, broken, locked in the Vehicle or stolen and no spare key is available. Repairs or replacement of lock barrels are not covered under locksmith benefits.

RACV may provide up to \$220 per incident in any combination of the following:

- Trailer hire; and/or
- Special Towing Equipment for lowered Vehicles, locked steering and limited tow truck accessibility.

Benefits when under 100km from home address

Mechanical Breakdown

Where Mechanical Breakdown occurs and your Vehicle, Caravan or Trailer is Disabled and has been towed to a Place of Repair, you may claim a combination of the following benefits up to \$240 (in total per incident) until the End of the Incident.

- Taxi fares (maximum of 3 trips, at \$80 each)
- Alternative transportation
- Courier/s

Benefits when over 100km from home address

Mechanical Breakdown

Where Mechanical Breakdown occurs and your Vehicle, Caravan or Trailer is Disabled and has been towed to a Place of Repair, you may claim a combination of the following benefits up to \$1,400 (in total per incident) until the End of the Incident:

- Accommodation (\$170 nightly limit)
- Rental vehicle (\$88 daily limit)
- Alternative transportation and/or
- Taxi fares (maximum of 3 trips, at \$80 each)

Where the Vehicle, Caravan or Trailer is unable to be repaired within 3 business days at the Place of Repair to which it has been towed, RACV may attempt to find or offer an alternative Place of Repair. If repairs still cannot be effected within three business days you have the option of having your Vehicle transported to a destination of your choice within Australia. RACV uses preferred contracted suppliers for the delivery of Services and delivery times may vary depending on availability.

Where the breakdown is solely limited to a Caravan or Trailer; alternative transport and taxi benefits are not available. Accommodation benefits are only available if the Caravan is being towed by an Eligible Vehicle.

3. RACV Roadside Care

RACV Roadside Care is designed to get your Vehicle moving again and if this is not possible, provide you with Towing and limited Extended Benefits to assist you in your time of need, subject to the Fair Use Policy. This applies to you, the Plan Owner and any listed Additional Drivers, no matter which Nominated Vehicle you are driving and anyone who is driving your Nominated Vehicle.

3.1 Emergency Roadside Assistance

RACV will provide you with unlimited callouts for the purpose of making your Nominated Vehicle mobile if it becomes Disabled.

This includes:

- Minor Mechanical Repairs to mobilise your Vehicle
- Towing for your Vehicle:
 - In Metropolitan Areas, the first 20km in any direction, from the point of breakdown is free of charge
 - In Country Areas, from the point of breakdown back to the attending Service Centre, or to the Nearest Accessible Charging Station if your Electric Vehicle has run out of charge
- Free petrol or diesel when you have run out of fuel (up to 5 litres; only available in Victoria)
- Wheel changing for flat tyre
- Support for up to 2 vehicles

Assistance for motorcycles is limited to petrol and towing. Vehicles are subject to Size and Weight Restrictions. Please refer to pages 20-22.

3.2 Extended Benefits

RACV Roadside Care may provide you with up to \$5,000 worth of benefits in any one Subscription Year per vehicle listed on your ERA Product subscription.

General Benefits

RACV may provide up to \$200 per incident towards locksmith services. In the event that RACV is unable to unlock your Vehicle, on your request, RACV may arrange a professional locksmith, when keys have been lost, broken, locked in the Vehicle or stolen and no spare key is available. Repairs or replacement of lock barrels are not covered under locksmith benefits.

Benefits when under 100km from home address

Mechanical Breakdown

Where Mechanical Breakdown occurs and your Vehicle is Disabled and has been towed to a Place of Repair, you may

claim a combination of the following benefits up to \$80 (in total per incident) until the End of the Incident.

- Taxi fare (limit of 1 trip at \$80)
- Alternative transportation
- Courier/s

Benefits when over 100km from home address

Mechanical Breakdown

Where Mechanical Breakdown occurs and your Vehicle is Disabled and has been towed to a Place of Repair, you may claim a combination of the following benefits up to \$750 (in total per incident) until the End of the Incident:

- Accommodation (\$150 nightly limit)
- Rental Vehicle (\$88 daily limit)
- Alternative transportation and/or
- Taxi fare (up to a limit of \$80)

Where the Vehicle is unable to be repaired within 3 business days at the Place of Repair where it has been towed to, RACV may attempt to find or offer an alternative Place of Repair.

4. RACV Bike Assist

RACV Bike Assist is designed to assist cyclists when their Bicycle cannot be ridden – or if the rider is not able to ride their Bicycle.

RACV Bike Assist provides unlimited callouts in any Subscription Year. In the instance of a puncture only, a Service Provider will be dispatched to provide and fit the Bicycle with a spare tube.

Should a Bicycle not be able to be repaired (eg broken spoke), or if the rider is not able to ride their Bicycle, a taxi may be dispatched to transport the rider and Bicycle to a destination of their choice. One taxi journey may be provided per incident to the value of \$50.

RACV will provide Bike Assist services for any Bicycle being ridden by a Member holding Bike Assist or Total Care membership.

Bike Assist tube replacements are only available in Metropolitan Melbourne. Taxi services, however, are available anywhere in Victoria.

5. RACV Emergency Wheelchair and Scooter Assist

RACV Emergency Wheelchair and Scooter Assist has been specifically designed to assist people who are mobility impaired and suffer a breakdown. Should we not be able to fix the problem, a taxi will be dispatched to transport you and your Wheelchair to a destination of your choice.

RACV Emergency Wheelchair and Scooter Assist provides unlimited callouts for you to use in any Subscription Year. A Service Provider will be dispatched to assist you should your Wheelchair or Scooter become Disabled due to mechanical failure or breakdown.

RACV Emergency Wheelchair and Scooter Assist consists of:

- Minor Mechanical Repairs to make your Wheelchair or Scooter mobile;
- Wheel changing for when you experience a flat tyre; and/or
- Fitting of spare parts (if they are carried by the attending RACV Service Provider at the time) up to the value of \$33.

Should your Wheelchair or Scooter not be able to be fixed, a taxi may be dispatched to transport you and your Wheelchair or Scooter to a destination of your choice. One taxi is available per incident to a value of \$60.

RACV requires that you inform the Roadside Assistance Centre of what type of taxi you require when you call for Service so that the most appropriate taxi is provided.

Service for Wheelchair users will not include assistance in lifting a person out of a Wheelchair. Service in shopping centres and other buildings will only be provided in an area suitable to RACV, such as an outside entrance or underground car park, to which RACV has practicable access.

6. General Conditions, Exclusions and Limitations

Additional Drivers

Up to six Additional Drivers may be invited by the Plan Owner to join an ERA Product subscription, who can then call for Service in the event of a breakdown when driving a Nominated Vehicle on the ERA Product. By accepting the invitation, Additional Drivers will receive the same Services as the Plan Owner, when driving a Nominated Vehicle, in accordance with their ERA Product subscription and agree to accept the same general conditions, exclusions and limitations as outlined in these terms and conditions. Additional Drivers may request that they be removed from the ERA Product at any time, but all changes to the ERA Product, such as adding Nominated Vehicles and inviting other Additional Drivers, will be managed by the Plan Owner. All Additional Drivers are eligible to become RACV Members (in accordance with the By-Laws) upon joining the ERA Product.

Areas Covered

Service will be provided on private property or on any public road in Victoria, provided they are trafficable to normal two

wheel drive vehicles. This excludes areas such as open fields, beaches, creek beds, recreation ovals, bicycle paths, bicycle tracks, logging or forest service roads and roads which do not allow oncoming traffic to safely pass.

Where Service is required in large car parks, the driver will be required to meet the Service Provider at a pre-determined meeting point.

Availability of Services

Subject to 'Circumstances outside RACV control' below, Emergency Roadside Assistance is available throughout Victoria 24 hours a day every day of the year. Service will be provided as soon as practicable but response time is not guaranteed and will vary, depending on the location of the Vehicle and demand for services, amongst other things. Service is not available for vehicles which are at a Place of Repair.

- The Member or their representative who is over 18 years of age and whose identity has been agreed with RACV, must be with the Vehicle or at a pre-determined meeting point when an RACV Service Provider arrives.

Extended Benefits and Personal Extended Benefits may only be granted for incidents which occur within Australia.

Change of Vehicle

Members must nominate the Vehicle(s) to which Services are to be provided, and Services will only be provided to the Member in respect of Vehicles nominated on the ERA Product subscription. The Plan Owner may change the Vehicle(s) nominated for Service at any time.

Extended Benefits, additional towing for Extra Care and Total Care and Personal Extended Benefits may only be granted in respect of a newly nominated vehicle 24 hours after changing a Nominated Vehicle and provided that the newly Nominated Vehicle does not have a pre-existing condition. This does not apply to Nominated Vehicles listed on a current ERA Product, that is being combined with another ERA Product subscription.

Circumstances outside RACV control

RACV will not be liable for any failure or delay in providing the Service, either in whole or part, where failure or delay arises directly or indirectly out of causes beyond the reasonable control of RACV including, without limitation; adverse weather conditions, unavailability of materials, parts, 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.

Claiming of Benefits

RACV must be notified of your intention to claim Extended Benefits within three business days of the incident.

Consequential Loss

To the extent permitted by the law, RACV will not be liable to any person for any indirect, special or consequential loss or damage in connection with the Services, whether in contract, tort (including negligence), statute or otherwise.

Cooling-off Period

A Member has 21 days from the date of purchasing an ERA Product to cancel their ERA Product subscription, and will be entitled to a refund of any Subscription Fees paid, if no Service calls have been made or Extended Benefits have been used.

End of the Incident

RACV will consider an incident to have ended in respect of providing Service and/or Extended Benefits when:

- The Vehicle is mobilised; or
- A Reasonable Time has been allowed to repair the Vehicle; or
- The Member/driver has reached or been allowed time to reach the agreed destination once it has been agreed that Vehicle Transportation will be provided; or
- The Maximum Benefit has been reached; or
- The Vehicle is at a Place of Repair and/or the Member has returned home (alternative transportation will be provided for Member to collect the Vehicle once it has been repaired); or
- The Vehicle cannot be repaired.

Fire Damage

Service is only available for fire damage when the extent of the damage is limited to the engine bay of the Vehicle.

General Limitations

- The method of delivery of Services will be at the sole discretion of RACV, including without limitation regarding the type, method or provider of transportation, accommodation, rental vehicle, taxi, air transport, alternative transport or vehicle transportation provided or paid for.
- Where there is any ambiguity regarding services and benefits available to Members, RACV will only provide or pay for services to the extent clearly and expressly provided for in these Terms and Conditions.
- Where a Vehicle is leaking gas or fuel, RACV may refuse to attend the Vehicle unless and until emergency services have attended and deemed the Vehicle and environment safe.

- RACV may accept liability for damage to a Vehicle directly caused by Service to it where notice of that damage is given to RACV within 7 days of service, RACV is given an opportunity to inspect the Vehicle before repairs are carried out and considers that the damage was directly caused by negligence on the part of RACV in providing the Service. RACV is under no strict obligation to accept liability.
- Notwithstanding the previous paragraph, RACV does not represent that any Vehicle (or any part thereof) to which it provides Service will be, or will remain for any period of time, in working order, and accepts no liability to any person in connection with Services provided to a Vehicle, including in connection with breakdowns, accidents or injuries that may occur following Service whether in tort (including negligence), contract or otherwise.

If, notwithstanding the above, RACV is found to be liable to the Member and/or any other person, RACV's liability is limited to a sum not exceeding:

- \$5,000 for Roadside Care;
- \$10,000 for Extra Care; or
- \$15,000 for Total Care.

in respect of the aggregate of all claims, during any consecutive period of 12 months.

- RACV reserves the right to refuse applications for any product or service, or extension or upgrade thereof, in its absolute discretion, without giving any reason.
- Assistance for motorcycles is limited to petrol and towing. Towing may not be available outside the Metropolitan Area.
- These Terms and Conditions are subject to the Constitution and By-Laws of RACV

Glossary

Words defined in the Glossary have the meaning given there when they appear in these Terms and Conditions, unless the context expressly requires otherwise.

Hazardous Locations

Where a Vehicle is deemed by RACV to be in a hazardous location, RACV may dispatch a tow truck to move the Vehicle to the nearest safe location. Where, however, the Vehicle is not Towable or is not able to be safely accessed by a standard commercial towing Vehicle, RACV may refuse to provide Service to it.

Immediate Assistance

Where ERA is required and the Vehicle is not covered by an ERA Product, a nonrefundable one or two year subscription must be paid before Service will be provided.

Extended Benefits, additional towing for Extra Care and Total Care and Personal Benefits are not available for the initial incident and are subject to a 24 hour waiting period (refer to page 20).

Interstate and Overseas Coverage

Subject to the terms of any agreements entered into by RACV with affiliated motoring organisations, Members with an RACV ERA Product travelling interstate and overseas may be entitled to breakdown services, towing and/or other services from those affiliated motoring organisations. The service provided will be in accordance with the affiliate motoring organisation's terms and conditions. For Extra Care and Total Care Members (and subject to all items in Section 6)

- General Conditions, Exclusions and Limitations, of these Terms and Conditions, RACV will pay to have someone attend your Vehicle or Tow you to a Place of Repair on occasions where your requirements are not covered by the affiliated motoring organisation. In this situation, RACV must be contacted for prior authorisation.

Maximum Benefits

The cumulative value of the Extended Benefits for each ERA Product per Subscription Year will not exceed the following amounts (notwithstanding any statements which may suggest the contrary, including with limitation, statements that an 'unlimited' amount of a service or number of benefits are available, or that a particular amount or value will or may be provided):

Roadside Care \$5,000 per Nominated Vehicle
 Extra Care \$10,000 per Nominated Vehicle
 Total Care \$25,000 per Subscription Year

Overdue Renewals and Dishonoured Instalment Payments

Any overdue renewals or dishonoured instalment must be paid prior to receiving service.

Where an ERA renewal or instalment is not paid by the due date, a grace period of up to 30 days applies. Service, Extended Benefits and Personal Extended Benefits may only be provided once any overdue renewals or dishonoured instalments have been paid.

Where an overdue ERA renewal or instalment is not paid after 30 days, only Immediate Service is available once any overdue renewals or dishonoured instalments have been paid. A 24 hour waiting period applies to Extended Benefits and Personal Extended Benefits.

If payment has not been made after 90 days the ERA Product subscription will lapse. Any request for service will require the purchase of a non-refundable one or two year subscription. Extended Benefits and Personal Extended Benefits will not be available for that incident.

Parts Used During Emergency Roadside Assistance

Parts provided by the Service Provider may or may not be genuine parts. All parts comply with relevant Australian Standards and regulatory requirements and are fit for purpose.

Refunds

Parts of Subscription Fees may be refunded prior to the end of the subscription period in the following circumstances:

- Where a Member cancels a multi-year subscription package, only the current year will be non-refundable;
- A Member dies; or
- A Member's Nominated Vehicle is sold, stolen or declared a total loss.

Pro-rata refunds can only be offered when no service calls have been made or Extended Benefits have been used.

However, if the amount we need to refund is less than \$5, then we may donate it to a charity.

Refunds will not be provided if a change is made to a level of ERA Product subscription during a Subscription Year (for example: a change from Total Care to Extra Care or Roadside Care or a change of the Nominated Vehicle). However, if the number of Nominated Vehicles on the same tier of ERA Product subscription is reduced, a pro rata refund may be available, in accordance with the above criteria. Downgrades to plans on monthly direct debit will occur at next bill date, therefore will not receive a refund.

Reimbursement of Costs

In some circumstances Members may be required to initially meet the costs of Services. Where expenditure is within the terms and conditions of the relevant ERA Product and RACV has authorised the expenditure in advance or otherwise decides to grant benefits for the expenditure, it will be reimbursed upon production of appropriate receipts acceptable to RACV. Claims for reimbursement must be made within 90 days of the call for service or the date that the cost was incurred, whichever is earlier.

Size and Weight Restrictions

Limitations apply to all registered Vehicles, Caravans and Trailers (Refer to Size and Weight Restrictions table on page 22). ERA is not available for any Vehicles, Caravans and Trailers outside these limitations. Towing Service can be arranged where available for Vehicles outside these limits at commercial rates.

Unroadworthy Vehicles

Service (including Emergency Roadside Assistance) may be refused to a Vehicle, if in the opinion of an attending Service Provider, the Vehicle is unroadworthy or, in the case

where Towing Services are requested or required, where the Vehicle is not Towable.

Vandalism/Theft

Where a Vehicle has been damaged due to vandalism or theft, Service will not be made available unless the Member signs a release and indemnity in favour of RACV for any injury or damage arising from providing Service.

Vehicles

Eligible Vehicles

Subject to these Terms and Conditions, Service is available for:

- Passenger motorcars within RACV Size and Weight Restrictions that are duly registered at the time of Service;
- Motorcycles, Mopeds;
- Motorhomes within RACV Size and Weight Restrictions;
- Trailers or Caravans within RACV Size and Weight Restrictions being towed by an Eligible vehicle for Total Care and Extra Care product holders;
- In relation to Bike Assist or Total Care only, Bicycles;
- In relation to Emergency Wheelchair and Scooter Assist or Total Care only, self-propelled or powered Wheelchairs or a 3 or 4 wheeled ride on Scooter with power output of no more than 200 watts (2.6 horsepower);

Ineligible Vehicles

Subject to these Terms and Conditions, Service is unavailable for:

- Any Vehicle participating in any trial, race or other activities of a like nature;
- Commercial Vehicles, including taxis;
- Trade plated vehicles.
- Vehicles that are not registered.

Waiting Periods

- Provided that there is no pre-existing condition, ERA becomes available 24 hours after an ERA product is purchased, unless a non-refundable one or two year subscription is paid for the provision of immediate assistance.
- Extended Benefits, additional towing for Extra Care and Total Care and Personal Extended Benefits are not available where immediate service is requested.
- Waiting periods do not apply for Nominated Vehicles being added to an existing ERA Product.

Wait with Vehicle

The driver or an authorised representative must be present with the Vehicle when the Service Provider arrives. Service will not be provided for unattended Vehicles.

Size and Weight Restrictions

	Weight (GVM [*])	Height	Width	Length [^]
ROADSIDE CARE	4 Tn	2.1m	2.3m	5.5m
		6'10"	7'6"	18'0"
EXTRA CARE	8 Tn	3.3m	2.5m	9.0m
		10'9"	8'2"	29'6"
TOTAL CARE	8 Tn	3.3m	2.5m	9.0m
		10'9"	8'2"	29'6"

* GVM (gross vehicle mass) of a vehicle means the maximum loaded mass of the vehicle, including passengers and cargo regardless of whether the vehicle is loaded at the time of the incident.

[^] For caravans and trailers, length refers to the entire length of any tow vehicle, including the A-frame.

7. Benefit Limitations

Accommodation

RACV may pay for accommodation costs of up to \$150 per night for Roadside Care members; or \$170 per night for Extra Care and Total Care members. Any charges for meals, telephone calls, room service etc. over the room only rate will be at the Member's own expense. The venue for accommodation is at the sole discretion of RACV.

Accommodation benefits do not include pre-booked accommodation or accommodation at your intended destination.

Alternative Transport

Alternative transport consists of any land, air or sea transportation as deemed appropriate by RACV. The form of alternative transport will be at the sole discretion of RACV. The provision of alternative transportation is subject to availability and any terms and conditions imposed by the Service Provider. If RACV provides this benefit, RACV will cover the cost of base fares or rates. Additional costs such as excess baggage, cancellation fees, etc will be at the Member's expense.

Electric Vehicles

If your Electric Vehicle runs out of charge, we will provide a tow to the nearest Accessible Charging Station or to your destination, in accordance with your Towing Benefits.

Electric Vehicles that are powered by both electricity and petrol will be provided free petrol or diesel when you have run out of fuel and charge (up to 5 litres; only available

in Victoria). These may include plug-in hybrid (PHEV), and hybrid (HEV) vehicles.

Any costs associated with charging the Electric Vehicle will be at your own expense.

Fair Use Policy

It is important to RACV that all Members (including both Plan Owners and Additional Drivers) are able to access benefits and our expectation is that Members will maintain their Vehicle in working condition. Therefore, RACV reserves the right to limit or refuse to provide Services or a benefit to a Member where, in the opinion of RACV (acting reasonably), the Member's use of the Services or a benefit is excessive, unreasonable or not reasonably required by the Member in the circumstances. It is intended to minimise the inconvenience of a vehicle breakdown through timely attendance, professional diagnosis and temporary repair wherever possible. Fair Use Policy applies to both Plan Owners and Additional Drivers.

When ERA is requested more frequently than RACV considers reasonable, you may be asked to ensure that the Vehicle is placed in a sound mechanical and roadworthy condition (including obtaining a roadworthy certificate under the Road Safety [Vehicles] Interim Regulations 2020 [as amended or replaced from time to time] if deemed necessary in RACV's absolute discretion) and, until this has been done, any further requests for Service (including Emergency Roadside Assistance) may be refused or provided for a fee.

Circumstances that constitute a breach may include, but are not limited to, multiple service calls in a given month for the same reason (e.g. flat battery, faulty alternator, out of fuel etc.). The Member is expected to take reasonable steps to resolve the issue causing the Vehicle fault.

The circumstances in which RACV may decline to grant Extended Benefits for an incident are not limited to the Fair Use Policy. However, each Member is entitled to RACV's consideration of the grant of Extended Benefits up to the capped amount according to the ERA Product tier the Member holds.

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 a benefit by a Member is considered by RACV to be fraudulent or to adversely affect the provision of the Services or a benefit to other Members.

Locksmith

Repairs or replacement of lock barrels are not covered under locksmith benefits. The attending Service Provider will require photo identification, such as a current driver's licence, before providing Service.

Medical-Related Transport Benefits

Medical-Related Transport Benefits do not cover:

1. Any expenses incurred where RACV has not been contacted beforehand and agreed to pay for them;
2. Any expenses that are covered by Medicare or any registered health benefits organisation;
3. Any fee or charge related to hospital cover or medical expenses;
4. Without limiting the sub-clause 3 above, any fee or charge related to ancillary health benefits as described in the National Health Act 1953 (as amended or replaced from time to time);
5. Any expenses payable under Federal or State Government compensation schemes for work-related accidents or motor vehicle accidents;
6. Transportation by ambulance;
7. Transportation by air unless deemed necessary by a doctor;
8. Any transfer fees, charges or costs associated with the transfer or funds or personal items;
9. Transport equipment such as coffins, embalming costs, administrative costs, funeral costs and secondary transfer fees associated with transporting a deceased person;
10. Accommodation, unless expressly stated.

RACV's Discretion

RACV has sole discretion whether to grant Extended Benefits in relation to any incident for which a Member makes a claim for such benefits. RACV will consider any claim for Extended Benefits falling within these Terms and Conditions but, if RACV elects to grant only partial benefits, then the Member's entitlements in relation to the incident are limited by that election.

Rental Vehicle

The rental vehicle provided by RACV, and/or rental company used, is at the sole discretion of RACV. Any rental vehicle costs which RACV decides to provide will not exceed \$88 per day.

The provision of rental vehicles is subject to availability and any terms and conditions imposed by the individual rental companies.

Any security deposit required by the rental company, any insurance excess or fuel bond, excess kilometre charges, or any other costs in excess of the daily rate will be at the Member's expense. However, for Extra Care and Total Care Members, RACV may provide up to \$300 per incident towards any applicable relocation fees.

In some circumstances rental vehicles are not available for drivers under the age of 25 years. In most cases deposits must be paid by credit card.

Spare Parts

Where available, RACV may fit authorised spare parts to assist in getting your vehicle mobile. Members must pay for all spare parts unless a provision in these Terms and Conditions states that spare parts are provided as part of ERA. Spare parts will not be picked up or delivered. Spare parts do not include consumables such as oil, fluids, coolant and batteries.

Taxis

The provision of taxis or any other form of commercial passenger vehicle (CPV) service is subject to availability at the time of booking. CPV services provided under these Terms and Conditions may include taxis, rideshare (such as Uber) or hire car services (as determined by RACV in its sole discretion).

Towing – General

Towing Service will be provided utilising the most appropriate vehicle reasonably available. In Country Areas in particular, limited types of tow trucks may be available.

Towing Service will not be provided for vehicles:

- Which are not Towable;
- Damaged as a result of fire outside the engine bay;
- Vehicles which have been involved in an Accident or have impact damage;
- Bugged on private property or on a public highway not trafficable to normal two wheel drive vehicles;
- Requiring special towing equipment such as a power winch or extension cables or for situations where a four wheel drive vehicle is required;
- Which cannot be opened or started because keys have been lost or locked in the Vehicle;
- With keyless entry unless the steering is unlocked and the Member can provide adequate identification; or
- Containing animals or livestock.
- Which (in RACV's reasonable opinion) are overloaded or not safely loaded or secure.
- Carrying dangerous goods as defined under the Dangerous Goods Act 1985 (Vic.) including explosive, flammable, combustible, toxic radioactive, corrosive or other dangerous goods.

Towing – Excess Kilometres

Towing kilometres in excess of the limits described herein will be payable by the Member at the time of the Tow.

Towing – Number Available

One tow is available after a breakdown where the nominated vehicle cannot be mobilised. However, if the

nominated vehicle cannot be towed to the Place of Repair chosen by the Member during its hours of operation, RACV will offer the Member a tow to an agreed interim location and then a second tow to the Place of Repair during its hours of operation. Any subsequent tows for the same breakdown will be payable by the Member at commercial rates. A limit of one Vehicle Transportation is available per incident.

Trailer Hire

Where a Member is granted a Trailer hire benefit, in most instances RACV will require the Member to arrange their own Trailer hire, and seek reimbursement for this cost from RACV within benefit limits.

Vehicle Transportation

Where a vehicle cannot be repaired within three business days at the Place of Repair, RACV may attempt to find an alternative Place of Repair. If the Vehicle is still unable to be repaired, RACV will transport your vehicle to an agreed destination. A limit of one vehicle transportation is available per incident.

The provision of vehicle transportation is subject to availability and any terms and conditions imposed by the individual transport companies.

Verification of Eligibility or Identity

Where a Member is required to verify their identity in person, RACV may require current photographic identification.

Wheel Changing

ERA will include assistance in changing a punctured or damaged tyre, providing the driver provides a spare wheel and tyre in a serviceable and roadworthy condition, and of a design and type compatible with the Vehicle. Where the replacement tyre is incompatible, unserviceable, or unroadworthy the Service Provider may, at his or her discretion, fit the tyre for the purpose of temporarily mobilising the Vehicle but only if the driver agrees to sign a release or indemnity in favour of RACV for any injury or damage arising out of the use of the tyre.

Where a Vehicle requires a jack with a lifting capacity of greater than 1.6 tonnes, you will need to provide a heavy-duty jack.

Where a suitable replacement tyre is not available, or the weight or size of the wheel and tyre assembly is beyond the safe lifting capacity of a single person, Towing Service will be provided however, Extended Benefits are not applicable for this incident (subject to these Terms and Conditions).

8. Glossary

In this brochure, the following words have the meanings set out below, unless the context expressly requires otherwise:

Accessible Charging Station means any Electric Vehicle Charging Station that is operational and can be accessed by the Towing Provider's Standard Towing Equipment, together with the Electric Vehicle.

Accident means a collision or impact with any object causing damage to the Eligible Vehicle.

Additional Driver means a Member nominated by the Plan Owner who may call for Service during an incident as part of the ERA Product.

Bicycle refers to a push bike or a bicycle that can be powered by electricity as well as propelled by pedals (e-bike).

By-Laws means the By-Laws of RACV (as amended from time to time).

Caravan means any Caravan used for domestic purposes and attached to an Eligible Vehicle, but excludes Caravans that are used primarily for delivering goods and services in the course of any trade and business. Please refer to pages 20-22 for size and weight restrictions.

Commercial Vehicle means a vehicle used primarily for delivering goods and services in the course of any trade or business. e.g. Taxi or courier.

Constitution means the Constitution of RACV (as amended from time to time).

Country Area(s) means those areas of Victoria outside the Melbourne Metropolitan or Geelong urban areas.

Club Plated Vehicle(s) means a vehicle that is registered under Victoria's Club Permit Scheme and is a part of a vehicle club recognised by VicRoads.

Disabled means having been subject to an event which causes a Vehicle to become disabled such that it is unable to be driven safely (or, in the case of a Trailer or Caravan, unable to be towed by the Eligible Vehicle), and which event is caused by: - A mechanical failure or breakdown; - An engine fire; - A flooding which does not enter the Vehicle cabin; or - A malicious act.

Electric Vehicle means a vehicle with one or more motors that are partially or solely powered by electricity for propulsion. This includes battery electric (BEV), plug-in hybrid (PHEV), hybrid (HEV) and fuel cell (FCEV) vehicles.

Eligible Vehicle means any Vehicle that has been nominated for Service by the Plan Owner as described in these Terms and Conditions for which a Subscription Fee has been paid for the period during which Service is requested subject to Size and Weight Restrictions, as detailed on pages 20-22.

Emergency Roadside Assistance or ERA refers to the services available to make your Vehicle mobile at the time of breakdown or to allow towing as specified under each product listed herein.

Emergency Roadside Assistance Product or ERA Product refers to any of the following products offered by RACV: Roadside Care, Extra Care, Total Care, Emergency Wheelchair and Scooter Assist and Bike Assist products.

End of the Incident is defined in these Terms and Conditions under the heading "General Conditions, Exclusions and Limitations"

Extended Benefits means in respect of Total Care, Extra Care and Roadside Care, the benefits described under the heading Extended Benefits in, respectively, sub-sections 1, 2 and 3.

Fair Use Policy is set out in these Terms and Conditions under the heading "Benefit Limitations".

Instalment Payment refers to a direct debit transaction where a Member has chosen to pay their subscription on either a monthly or annual basis.

Mechanical Breakdown means a malfunction has occurred whilst the Vehicle is in operation, which causes the Vehicle to be unable to operate at a safe and normal capacity.

Member means any person entered in the Register who is a Plan Owner or Additional Driver in respect of any ERA Product.

Member's Address or Home means the latest address of the Member in the Register. In relation to individuals holding ERA Products for personal use, the Member's address or home means the home or principal place of residence for example as stated on the Member's Driver Licence. A P.O. Box address is not considered a place of residence, and the Member will be required to provide proof of residential address prior to receiving service or benefits. This applies to the address of any Additional Driver who requires Service in the event of a breakdown.

Metropolitan or Metropolitan Area means urban areas of Melbourne and Geelong as identified by the RACV ERA dispatch system.

Minor Mechanical Repairs means minor and in some cases temporary repairs provided pursuant to these Terms and Conditions to allow an Eligible Vehicle to be safely driven to a place where complete and/or permanent repairs can be carried out.

Nominated Vehicle (s) means the vehicle nominated by the Plan Owner of an ERA Product to be the subject of benefits of that ERA Product.

Personal Extended Benefits means in respect of Total Care, the benefits described under the heading "Personal Benefits" in sub-section 1.3.

Place of Repair means a registered mechanical repair business.

Plan Owner refers to a Member who has sole responsibility for and is the holder of an ERA Product.

RACV means Royal Automobile Club of Victoria (RACV) Limited ABN 44 004 060 833 and includes its officers, employees, agents and contractors.

Reasonable Time means the time taken to affect a typical repair according to prescribed industry standards (as defined on the VACC website at vacc.com.au), subject to the availability of appropriate service and necessary parts to affect the repair.

Register means the register of members kept in accordance with the Constitution.

Related Bodies Corporate has the meaning in Section 9 of the Corporations Act 2001 (Cth).

Service(s) means the service or benefits provided pursuant to these Terms and Conditions.

Service Centre means a business operating in a Country Area appointed by RACV to provide ERA.

Service Provider means an RACV employee, contractor or third party engaged or recommended to provide any service or benefit on behalf of RACV.

Size and Weight Restrictions are defined in these Terms and Conditions under the heading "General Conditions, Exclusions and Limitations".

Size and Weight Restrictions are defined in these Terms and Conditions under the heading "General Conditions, Exclusions and Limitations".

Special Towing Equipment means towing equipment not ordinarily carried by a commercial towing Service Provider.

Subscription Fee means the annual fee or Instalment Payment pertaining to any products listed herein.

Subscription Year means any 12 month period after the date a product was purchased.

Terms and Conditions means these terms and conditions as amended from time to time.

Tow(s) refers to a single provision or instance of towing under Towing Services.

Towable means able to be towed by a standard commercial towing Service Provider at standard commercial rates.

Towing Service(s) means Vehicle or Trailer towing service provided pursuant to these Terms and Conditions.

Trailer means any domestic trailer, horse or dog trailer or boat trailer when attached to an Eligible Vehicle but excludes trailers used primarily for delivering goods and services in the course of any trade or business. Please refer to pages 20-22 for size and weight restrictions.

Travel Party means up to six people travelling with the Member in their Vehicle at the time of breakdown.

Vehicle or Vehicles includes a Member's Nominated Vehicle(s), and/or an Eligible Vehicle, unless the context requires otherwise.

RACV Contact Numbers

RACV Emergency Roadside Assistance **13 11 11**

24 hours a day

Hearing Impaired TTY **13 36 77**

General enquiries and RACV Assistance
Centre 24 hours a day

RACV Extra and Total Care **1800 333 300**

Emergency roadside assistance for
Extra and Total Care – 24 hours a day

RACV MemberLine **13 72 28**

General enquiries, Emergency Roadside
Assistance products and Insurance enquiries

Email **care@racv.com.au**

Note: Standard call charges apply when calling from a mobile phone.

