

RACV Business Care Roadside Assistance Terms and Conditions

If your business depends on keeping your field staff mobile or a transport fleet running, a breakdown can cost you considerable time and money. It can also severely affect your ability to service your clients and, of course, it can adversely affect your reputation. RACV Business Care Roadside Assistance is invaluable for the smooth running of your business.

RACV Business Roadside Assistance offers four different packages to suit your business needs:

- Business Roadside Care*
- Business Extra Care*
- Business Total Care*
- Business Roadside Care Fee for Service

Under all RACV Business Care roadside Assistance products, Vehicles must be nominated on a Business Account to receive Service. Any Vehicle not nominated in accordance with these Terms and Conditions will not be an Eligible Vehicle and Service will not be provided.

**Not available for Taxi or Courier vehicles.*

Note - RACV Business Total Care available for Coaster Buses, Light Truck, Removalist vans driven with standard driving licence can be covered providing that comply with applicable weight and dimensions, see 5.18 for full details.

RACV Business Care Roadside Assistance 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**).

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 Customers holding RACV Business Care Roadside Assistance products on the RACV website (racv.com.au) and/or using any other means of notification adopted by RACV.

If the You consider, acting reasonably, that a change to the RACV Business Care Roadside Assistance product will have a serious detrimental effect on the Services supplied to the You by RACV, then You may request that RACV cancel the Services and RACV agrees to refund the unused portion (pro-rata) of any Subscription Fee to the Customer.

Further information for these products, including These Terms and Conditions are available from our website racv.com.au, or can be obtained by calling 13 RACV (13 7228) or visiting any RACV Store.

1. RACV Business Roadside Care

RACV Business Roadside Care provides you with reliable emergency business roadside assistance services for making your Nominated Vehicle mobile if it becomes Disabled. If this is not possible, we will provide you with towing and the extended benefits listed in section 1.1 to assist you in your time of need.

Subject to the Conditions, Limitations and Exclusions in section 5 of these Terms and Conditions, RACV Business Roadside Care includes:



- Unlimited call outs
- Minor Mechanical Repairs to make your Vehicle mobile
- Towing up to 30km in Metropolitan areas or directly to the attending Service Centre in Country areas[^], 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 when you experience a flat tyre
- Locksmith services up to the value of \$200 (GST inclusive) per incident

***Interstate Towing Entitlements[^] – Interstate (Business Roadside Care)**

WA	Metro up to 10km, Regional towing provided for an 80km round trip from the provider's base
SA/NT	Metro up to 8km, Regional towing provided for up to distance of 32km
QLD	Metro up to 10km, Regional towing provided for up to 40km in regional locations
NSW	Metro up to 20km, Regional towing back to the attending service centre in regional locations
RACT	Metro up to 15km, Regional towing provided for up to distance of 32km

[^]Additional payment is required on site for any other towing destination or additional towing distance in accordance with section 5.19 of these Terms and Conditions.

Battery Replacement Service to customers – Business Roadside Care

RACV can provide mobile battery replacement to a vehicle that is nominated under a Business membership if this is required on site. This service will enable the vehicle and driver to continue with their business activities and not require the company to organise the replacement battery reducing the need for downtime of the vehicle.

All batteries that are supplied under this service must be paid for by the business customer**, RACV will provide the business with an invoice for the battery and this must be paid within 14 days of receipt of invoice. The cost of the battery will be charged at the non-member price. **If the operator of the vehicle approves the fitment of the replacement battery, this will serve as approval for the charges to be provided to the business customer.

1.1 RACV Business Roadside Business Care Extended Benefits

Subject to the Conditions, Limitations and Exclusions in section 5 of these Terms and Conditions, RACV Business Roadside Care provides you with up to \$1,000 worth of benefits in any one Subscription Year per Nominated Vehicle.



Under 100km from Nominated Address

If your Nominated Vehicle becomes Disabled less than 100km from the Nominated Address and requires a tow, RACV will provide:

- Taxi fares up to \$60 (GST inclusive) per trip (2 trips per incident only)
- Rental Vehicle up to 4 days per incident to the value of \$88 (GST inclusive) per day

Over 100km from Nominated Address

If your Nominated Vehicle becomes Disabled more than 100km from the Nominated Address and requires a tow, RACV will provide:

- Accommodation for up to 4 nights per incident, to the value of \$150 (GST inclusive) per night
- Taxi fares per incident up to \$60 (GST inclusive) per trip (2 trips per incident only)
- Rental Vehicle up to 4 days per incident to the value of \$88 (GST inclusive) per day

2. RACV Business Extra Care

RACV Business Extra Care offers a range of extra benefits designed to get your Nominated Vehicle and any Caravan or Trailer you are towing mobile if they become Disabled. If this is not possible, we will provide you with towing and the extended benefits listed in section 2.1 to assist you in your time of need.

Subject to the Conditions, Limitations and Exclusions in section 5 of these Terms and Conditions, RACV Business Extra Care includes:

- Unlimited call outs
- Minor Mechanical Repairs to make your Vehicle mobile
- Towing for your Nominated Vehicle and any Caravan or Trailer you are towing[^]
 - In Metropolitan areas up to 60km in any direction from the point of breakdown; or
- In Country Areas up to 60km in any direction from the point of breakdown or to the attending Service Centre or to the Nearest Accessible Charging Station if your Electric Vehicle has run out of charge
 - These entitlements are the same within interstate regions
- Free petrol or diesel when you have run out of fuel (up to 5 litres; only available in Victoria)
- Wheel changing for when you experience a flat tyre
- Locksmith services to the value of \$300 (GST inclusive) per incident
- Spare parts fitting up to the value of \$33 (GST inclusive) if available the attending RACV Service Provider (only available in Victoria)
- An allowance of up to \$220 (GST inclusive) per incident in any combination of the following:
 - Trailer hire
 - Special Towing Equipment for lowered Vehicles, locked steering and limited tow truck accessibility
 - Alternative Transport

[^]Additional payment is required on site for any other towing destination or additional towing distance in accordance with section 5.19 of these Terms and Conditions.



Battery Replacement Service to customers – Business Extra Care

RACV can provide mobile battery replacement to a vehicle that is nominated under a Business membership if this is required on site. This service will enable the vehicle and driver to continue with their business activities and not require the company to organise the replacement battery reducing the need for downtime of the vehicle.

All batteries that are supplied under this service must be paid for by the business customer, RACV will provide the business with an invoice for the battery and this must be paid within 14 days of receipt of invoice. The cost of the battery will be charged at the non-member price. *If the operator of the vehicle approves the fitment of the replacement battery, this will serve as approval for the charges to be provided to the business customer.*

2.1 RACV Business Extra Business Care Extended Benefits

Subject to the Conditions, Limitations and Exclusions in section 5 of these Terms and Conditions, RACV Business Extra Care provides you with up to \$10,000 worth of benefits in any one Subscription Year per Nominated Vehicle.

Under 100km from Nominated Address

Where Mechanical Breakdown occurs less than 100km from home 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 (GST inclusive) per incident until the End of the Incident:

- Taxi fares up to \$80 (GST inclusive) per trip (3 trips per incident only)
- Rental Vehicle up to 4 days per incident to the value of \$88 (GST inclusive) per day
- Alternative Transportation
- Courier/s

Over 100km from Nominated Address

Where Mechanical Breakdown occurs more than 100km from home 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 (GST inclusive) per incident until the End of the Incident:

- Accommodation for up to 4 nights per incident, to the value of \$180 (GST inclusive) per night
- Taxi fares per incident up to \$80 (GST inclusive) per trip (3 trips per incident only)
- Rental Vehicle up to 4 days per incident to the value of \$88 (GST inclusive) per day

3. RACV Business Total Care

RACV Business Total Care is our premium package to get your Nominated Vehicle and any Caravan or Trailer you are towing mobile if they become Disabled. If this is not possible, we will provide you with towing and the extended benefits listed in section 3.1 to assist you in your time of need.

Subject to the Conditions, Limitations and Exclusions in section 5 of these Terms and Conditions, RACV Business Total Care includes:



- Unlimited call outs
- Minor Mechanical Repairs to make your Vehicle mobile
- Towing for your Nominated Vehicle and any Caravan or Trailer you are towing[^]
 - in Metropolitan areas up to 100km in any direction from the point of breakdown; or
- in Country Areas up to 100km in any direction from the point of breakdown or to the attending Service Centre or to the Nearest Accessible Charging Station if your Electric Vehicle has run out of charge
 - These entitlements are the same within interstate regions
- Free petrol or diesel when you have run out of fuel (up to 5 litres; only available in Victoria)
- Wheel changing for when you experience a flat tyre
- Locksmith services up to the value of \$350 (GST inclusive) per incident
- Spare parts fitting up to the value of \$33 (GST inclusive) if available the attending RACV Service Provider (only available in Victoria)
- An allowance of up to \$250 (GST inclusive) per incident in any combination of the following:
 - Trailer hire
 - Special Towing Equipment for lowered Vehicles, locked steering and limited tow truck accessibility
 - Alternative Transport

[^]Additional payment is required on site for any other towing destination or additional towing distance in accordance with section 5.19 of these Terms and Conditions.

Battery Replacement Service to customers – Business Total Care

RACV can provide mobile battery replacement to a vehicle that is nominated under a Business membership if this is required on site. This service will enable the vehicle and driver to continue with their business activities and not require the company to organise the replacement battery reducing the need for downtime of the vehicle.

All batteries that are supplied under this service must be paid for by the business customer, RACV will provide the business with an invoice for the battery and this must be paid within 14 days of receipt of invoice. The cost of the battery will be charged at the non-member price. *If the operator of the vehicle approves the fitment of the replacement battery, this will serve as approval for the charges to be provided to the business customer.*

3.1 RACV Business Total Business Care Extended Benefits

Subject to the Conditions, Limitations and Exclusions in section 5 of these Terms and Conditions, RACV Business Total Care provides you with up to \$15,000 worth of benefits in any one Subscription Year per Nominated Vehicle.

Under 100km from Nominated Address

Where Mechanical Breakdown occurs less than 100km from home 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 (GST inclusive) per incident until the End of the Incident:

- Taxi fares up to \$100 (GST inclusive) per trip (3 trips per incident only)
- Rental Vehicle up to 4 days per incident to the value of \$88 (GST inclusive) per day
- Alternative Transportation
- Courier/s



Over 100km from Nominated Address

Where Mechanical Breakdown occurs more than 100km from home 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 (GST inclusive) per incident until the End of the Incident:

- Accommodation for up to 4 nights per incident, to the value of \$180 (GST inclusive) per night.
- Taxi fares per incident up to \$100 (GST inclusive) per trip (3 trips per incident only)
- Rental Vehicle up to 4 days per incident to the value of \$88 (GST inclusive) per day
- Alternative transportation
- Courier/s

4. RACV Business Roadside Care Fee for Service – No free service/towing incidents

RACV Business Roadside Care Fee for Service will attend your Nominated Vehicle if it becomes Disabled. This is the only product available for Taxi and Courier vehicles.

There are no free incidents with this product, RACV will provide the business with an invoice for the incidents and this must be paid within 14 days of receipt of invoice. The charges are summarised in the table below called Business Fee for Service Incident charges.

Note: No extended benefits are available with the Business fee for service product.

Subject to the Conditions, Limitations and Exclusions in section 5 of these Terms and Conditions and the Incident Pricing, Services provided under this program are:

Service call out

- Petrol or diesel when you have run out of fuel (up to 5 litres; only available within Victoria)
- Wheel changing for when you experience a flat tyre
- Minor Mechanical Repairs to make your Vehicle mobile

Towing

- Victoria - Up to 20km in Metropolitan areas or directly to the attending Service Centre in Country areas or to the Nearest Accessible Charging Station if your Electric Vehicle has run out of charge.
- Interstate – as per entitlements under “Interstate Towing Entitlements

Business Fee for Service Incident charges* (GST inclusive)

Incident	Pricing
Metro service call out	\$115.00
Metro tow (up to 20km)	\$160.00^



Metro service call out and tow	\$275.00^
Country service call out	\$128.00
Country tow (to attending service centre)	\$160.00^
Country service call out and tow	\$288.00^
Interstate Country Service (except TAS)	\$128.00
Interstate Tow (tow entitlements below – except TAS)*	\$160.00^

***Interstate Towing Entitlements – Interstate (except Tasmania)**

WA Metro up to 10km, Regional towing provided for an 80km round trip from the provider’s base

SA/NT Metro up to 8km, Regional towing provided for up to distance of 32km

QLD Metro up to 10km, Regional towing provided for up to 40km in regional locations

NSW Metro up to 20km, Regional towing back to the attending service centre in regional locations

Interstate Service – Tasmania

Business Fee for Service Incident charges* (GST inclusive)

Incident	7am-7pm	After hours (inc Public Holidays)
Metro service call out	\$130.00	\$130.00
Metro tow (up to 15km)	\$175.00^	\$195.00^
Country service call out	\$135.00	\$175.00
Country tow (includes up to 32km to attending service centre)	\$175.00^	\$195.00^

^Additional payment is required on site for any other towing destination or additional towing distance in accordance with section 5.19 of these Terms and Conditions.

**If we provide service or towing for multiple vehicles on the same site, each individual vehicle will incur the relevant incident charge.*



Battery Replacement Service to customers – fee for service

RACV can provide mobile battery replacement to a vehicle that is nominated under a business membership if this is required on site. This service will enable the vehicle and driver to continue with their business activities and not require the company to organise the replacement battery reducing the need for downtime of the vehicle.

*All batteries that are supplied under this service must be paid for by the business customer, RACV will provide the business with an invoice for the battery and this must be paid within 14 days of receipt of invoice. The cost of the battery will be charged at the non-member price. If the operator of the vehicle approves the fitment of the replacement battery, this will serve as approval for the charges to be provided to the business customer.

*Taxi customers must pay for batteries supplied on site at time of installation, no account facility is available

5. Conditions, Exclusions and Limitations

5.1 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 Customer will be required to meet the Service Provider at a predetermined meeting point.

5.2 Availability of Services

Subject to 'Circumstances outside RACV control' in section 5.3 Service 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 Customer 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 are only available for incidents which occur within Australia.

5.3 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.

5.4 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.

5.5 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 Customer 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 Business Customer has returned home (Alternative transportation will be provided for Customer to collect the vehicle once it has been repaired); or
- The Vehicle cannot be repaired.

5.6 Extended Benefits Limitations

Accommodation

RACV will pay for accommodation costs only Any charges for meals, telephone calls, room service etc. over the room only rate will be at the Customer's own expense. The venue for accommodation is at the sole discretion of RACV.

Where the breakdown is solely limited to a Caravan or Trailer, any applicable accommodation benefits are only available if the Caravan or Trailer is being towed by an Eligible Vehicle.

Rental Vehicle

The rental vehicle provided, and/ or rental company used, is at the sole discretion of RACV. The rental vehicle may not be the same size as the Nominated Vehicle and is subject to availability of hire cars in the breakdown location (some areas and certain times of the year there are no hire cars available).

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 Customer's expense. 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.

Taxis and 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. RACV will cover the cost of base fares or rates. Additional costs such as excess baggage, cancellation fees etc. will be at the Customer's expense.

The provision of taxis is subject to availability at the time of booking for the appropriate product entitlement. Where the breakdown is solely limited to a Caravan or Trailer, alternative transport and taxi benefits are not available.

5.7 Fair Use Policy

It is important to RACV that all Customers are able to access entitlements and our expectation is that Customers will maintain their Vehicle in working condition. Therefore, RACV reserves the right to limit or refuse to provide Services or an entitlement to a Customer where, in the opinion of RACV (acting reasonably), the Customer's use of the Services or an entitlement is excessive, unreasonable or not reasonably required by the Customer in the circumstances. It is intended to minimise the inconvenience of a vehicle breakdown through timely attendance, professional diagnosis and temporary repair wherever possible.

When Service is requested more frequently than RACV considers reasonable, you may be requested 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 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 Customer is expected to take reasonable steps to resolve the issue causing the Vehicle fault.

Extended Benefit amounts are excluded from the fair use policy, each Customer is entitled to the capped amount according to the RACV Business Care Roadside Assistance product the Customer holds.

Without limiting the circumstances in which RACV may apply this policy, RACV will apply this policy if any use of the Services or an entitlement by a Customer is considered by RACV to be fraudulent or to adversely affect the provision of the Services or an entitlement to other Customers.

5.8 Fire Damage

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

5.9 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, air transport, alternative transport or vehicle transportation provided or paid for.
- Where there is any ambiguity regarding services and entitlements available to Customers, RACV is only liable to provide or pay for services to the extent clearly and expressly provided for in these Terms and Conditions.
- Service may not be provided or may be limited where, in the opinion of the Service Provider (acting reasonably), there is a health and safety risk, including a risk of danger to the life, health, safety or property of any person.
- 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.
- 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 Customer. 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.
- 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.
- The Customer acknowledges that the Services are intended to be emergency repairs and may be temporary in nature. As such, RACV does not represent that any Nominated Vehicle (or part thereof) to which it provides Service will be, or will remain for any period of time, in working order. 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 Services as a result of the Customer not taking appropriate action to implement permanent repairs to the Nominated Vehicle.
- If, notwithstanding the above, RACV is found to be liable to the Customer and/or any other person, RACV's liability is limited to a sum not exceeding the following amounts in respect of the aggregate of all claims, during any consecutive period of 12 months:
 - \$1,000 for RACV Business Roadside Care and RACV Business Roadside Care Fee for Service;
 - \$10,000 for RACV Business Extra Care; or
 - \$15,000 for RACV Business Total Care.
- RACV will not be liable or in default for any failure or delay in providing ERA 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.

- 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 ERA Services, whether in contract, tort (including negligence), statute or otherwise.
- 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.
- 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.
- Vehicles which have been involved in an Accident or have impact damage will not be provided with emergency roadside assistance service

5.10 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.

5.11 Interstate Coverage

Subject to the terms of any agreements entered into by RACV with affiliated motoring organisation's Customers with an RACV Business Roadside Assistance product travelling interstate may be entitled to breakdown services, towing and/or other services from those affiliated motoring organisation's. The service provided will be in accordance with the affiliate motoring organisation's terms and conditions, and subject to all items in section 5 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. Interstate towing coverage is outline under sections 1.0 – Business Roadside Care & section 4.0 – Business fee for Service. Business Extra Care & Business Total Care towing entitlements in interstate regions are the same entitlement as Victorian coverage outline under these product descriptions.

5.12 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 vehicle or stolen and no spare key is available. Repairs or replacement of lock barrels are not covered under locksmith entitlements and will incur additional fees. The attending Service Provider will require photo identification, such as a current driver's license, before providing Service.

5.13 Maximum Benefits

The cumulative value of the Extended Benefits per Nominated Vehicle for each RACV Business Roadside Assistance Product per Subscription Year will not exceed the following amounts (not withstanding 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 be provided):

- \$1,000 for Business Roadside Care;
- \$10,000 for Business Extra Care; or
- \$15,000 for Business Total Care.

5.14 Overdue and dishonoured payments

Any overdue or dishonored payment must be settled prior to receiving Service. Where a payment is not received by the due date, grace periods apply for up to 30 days. If payment has not been made after 30 days, Extended Benefits will be suspended. If payment has not been made after 90 days, the RACV Business Roadside Assistance subscription will lapse.

5.15 Battery Replacement and Parts

Battery Replacement

All batteries that are supplied under this service must be paid for by the business customer, if the operator of the vehicle approves the fitment of the replacement battery, this will serve as approval for the charges to be provided to the business customer.

If additional approval is required from the business customer management, it is the responsibility of the person operating the vehicle to gain approval prior to the fitment of the battery. Once the battery is fitted to the vehicle, it is deemed that approval has been provided.

RACV will provide the business with an invoice for the battery and this must be paid within 14 days of receipt of invoice. The cost of the battery will be charged at the non-member price.

*Taxi customers must pay for batteries supplied on site at time of installation, no account facility is available

Parts

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

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.

5.16 Refunds

No refunds are available for RACV Business Roadside Assistance products.

5.17 Reimbursement of Costs

No reimbursements are available for RACV Business Roadside Assistance products.

5.18 Size and Weight Restrictions

RACV Business Roadside Assistance products are not available for any Vehicles, Caravans and Trailers outside the following limitations that apply to all registered Vehicles, Caravans and Trailers:



Product	Weight (GVM*)	H	W	L^
RACV BUSINESS ROADSIDE CARE & RACV BUSINESS ROADSIDE CARE FEE FOR SERVICE	4 Ton	2.1m	2.3m	5.5m
		6'10"	7'6"	18'0"
RACV BUSINESS EXTRA CARE	8 Ton	3.3m	2.5m	9.0m
		10'9"	8'2"	29'6"
RACV BUSINESS TOTAL CARE	8 Ton	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.

Towing Service can be arranged where available for Vehicles outside these limits at commercial rates.

5.19 Towing

If you elect to have your vehicle towed to a destination outside of your product entitlements or in excess of the Towing kilometre limits described in these Terms and Conditions, payment will be required by the Customer directly to the operator on site at the time of the tow. Caravans and Trailers are subject to Size and Weight Restrictions. Please refer to section 5.18 of these Terms and Conditions.

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 Customer during its hours of operation, RACV will offer the Customer 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 Customer at commercial rates. A limit of one Vehicle Transportation is available per incident.

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;
- **Bogged on private property or on a public highway not trafficable to normal two-wheel drive vehicles – Note - if a towing vehicle can extract the bogged vehicle whilst still on a trafficable road, then towing can be permitted (the towing vehicle is not a risk of getting bogged because of this tow activity) – this activity is classed as an extended benefit and is subject to the 24-hour waiting period described in 5.26**
- **Requiring special towing equipment such as a power winch or extension cables or for situations where a four-wheel drive vehicle is required – Note - if a towing vehicle can extract the vehicle (bogged or otherwise) whilst still on a trafficable road, then towing can be permitted – this activity is classed as an extended benefit and is subject to the 24-hour waiting period described in 5.26**
- 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 Customer 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.

5.20 Trailer Hire

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

5.21 Unroadworthy Vehicles

Service may be refused to a Vehicle, if in the opinion of an attending Service Provider (acting reasonably), the Vehicle is unroadworthy or, in the case where Towing Services are requested or required, where the Vehicle is not Towable.

5.22 Vandalism/Theft

Where a Vehicle has been damaged due to vandalism or theft, Service will only be made available after the Customer signs a release and indemnity in favor of RACV for any injury or damage arising from providing Service.

5.23 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 Nominated Vehicle for Business Total Care and Business Extra product holders.

Eligible 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;
- Trade plated vehicles.

5.24 Vehicle Transportation

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 vehicle cannot be repaired within three business days, you have the option of having your Vehicle transported 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 suppliers. RACV uses preferred contracted suppliers for the delivery of Services and delivery times may vary depending on availability.

5.25 Verification of Eligibility or Identity

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

5.26 Waiting Period for Join on Road (JOR) - There are two types of 'join on road' situations.

Current customers - Newly nominated Vehicles can receive benefits including service calls, towing, (up to the nominated km distance for each product, e.g. Business Extra Care receives up to 60km's & heavy wheel change) fuel, wheel change and locksmith but Extended Benefits are subject to a 24-hour waiting period. Service is only available in respect of a newly nominated vehicle on the condition that the newly Nominated Vehicle does not have a pre-existing condition.

New Customers - Nominated Vehicles for new customers can receive benefits including service calls, towing,



(up to the nominated km distance for each product, e.g. Business Extra Care receives up to 60km's & heavy wheel change) fuel, wheel change and locksmith but Extended Benefits are subject to a 24-hour waiting period. Service is only available in respect of a newly nominated vehicle on the condition that the newly Nominated Vehicle does not have a pre-existing condition.

5.27 Wait with Vehicle

The Customer must be present with the Vehicle when the Service Provider arrives. Service will not be provided for unattended Vehicles.

5.28 Wheel Changing

Service will include assistance in changing a punctured or damaged tyre, providing the Customer 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 Customer 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 suitable replacement tyre is not available, Towing Service will be provided however, Extended Benefits are not applicable for this incident (subject to these Terms and Conditions).

6. Privacy and Marketing

In order for RACV to provide You with Services under this Agreement You agree to provide Personal Information about your business, and agree that RACV may:

- Collect, monitor and store information to provide the Services in connection to You;
- 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;
- 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;
- Use Personal Information collected through the Services to promote products and services to You; and
- Retain and use information as described in this Agreement or as otherwise permitted by law.

RACV may also 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

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



8. General

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

You may not assign, transfer or otherwise deal with the rights under this Agreement without the prior written consent of RACV.

RACV may assign, novate or otherwise deal with its rights and obligations under this Agreement in favour of a third party.

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.

9. Complaints, Disputes or Feedback

All complaints, disputes or feedback relating to RACV Business Care Roadside Assistance should be directed as follows:

- By telephone: 1300 060 622
- By email: racverabusiness@racv.com.au
- By mail: RACV Business Care Roadside Assistance, Level 7, 485 Bourke Street Melbourne VIC 3000.
- In person: By visiting any RACV Store

10. Glossary

In these terms & conditions, the following words have the meanings set out below, unless the context expressly requires otherwise:

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

Business Account means the Customer's RACV Business Account, where Customers nominate their Eligible Vehicles to receive Service.

Caravan means any Caravan attached to an Eligible Vehicle, subject to Size and Weight restrictions.

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

Customer means a customer who holds any of the RACV Business Care Roadside Assistance product listed in these Terms and Conditions or their authorised representative.

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, is unable to be towed by the Eligible Vehicle), and which event is caused by: a mechanical failure or breakdown, an engine fire, flooding which does not enter the Vehicle cabin or a malicious act.

Eligible Vehicle means any Nominated Vehicle 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 in section 4.18.

End of the Incident is defined in these Terms and Conditions in section 4.5.

Extended Benefits means in respect of RACV Business Roadside Care, RACV Business Extra Care and RACV Business Total Care, the benefits described under the heading Extended Benefits in, respectively, sub-sections 1.1, 2.1 and 3.1.

Fair Use Policy is set out in these Terms and Conditions in section 5.7.

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.

Nominated Address means the business address of the Customer as recorded on the Customer's Business Account.



Metropolitan or Metropolitan Area means urban areas of Melbourne and Geelong as identified by the RACV 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 means the vehicle nominated on the Customer's Business Account to be the subject of entitlements of that RACV Business Care Roadside Assistance Product.

Place of Repair means a registered mechanical repair business.

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

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

RACV Business Care Roadside Assistance Product or Product refers to any of the following products offered by RACV: RACV Business Roadside Care, RACV Business Extra Care, RACV Business Total Care and RACV Business Fee for Service products.

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.

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

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

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 in section 4.16.

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

Subscription Fee means the annual fee pertaining to any products listed in these Terms and Conditions.

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 attached to an Eligible Vehicle, subject to Size and Weight restrictions.

Vehicle(s) means a Nominated Vehicle, and/or an Eligible Vehicle, unless the context requires otherwise.