

Business Roadside Assistance

Terms & conditions





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Introduction

This document is designed to help you make the most of your Business Roadside Assistance (BERA) package by providing you with a guide to the BERA products' services and benefits and the extent to which the service and benefits apply to your business.

Please note that this document contains the Terms and Conditions of BERA 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. Customers holding BERA 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 BERA terms and conditions can be found at racv.com.au. If the Customer considers that a change to the BERA product will have a serious, detrimental effect on the Services supplied to the Customer by RACV then the Customer may request that RACV cancel the Services and RACV agrees to refund the unused portion (pro-rata) of any Subscription Fee to the Customer.

Privacy

Protecting your privacy is important to RACV. This section explains how we collect, handle and safeguard personal information about you, your authorised representatives and about your Vehicles when you engage RACV to provide you with the Services. The RACV Privacy Charter explains how RACV generally collects and handles personal information. You can find it at www.racv.com.au/privacy.

Purposes for Collecting Your Personal Information:

We collect personal information to maintain records of your authorised representatives, fulfil specific purposes as outlined below, and conducting data analytics to help us improve our products and services. If you don't provide us with the information we need, or if you provide us with incorrect or incomplete information, then we may not be able to provide the Services to you. The information is collected directly from you.

Disclosure of personal information: Personal information may be disclosed to third parties through whom RACV provides services in connection with your use of the Services for the purpose of providing you with Business Care. We have taken steps to ensure acceptable security arrangements are in place to protect your information.

Direct marketing: We may use personal information to tell you or your authorised representatives about other products and

services, discounts, special offers, competitions and invitations to special events. If you or your authorised representatives do not wish to receive any marketing material from RACV, you can withdraw your consent by contacting us on 13 15 60 or by using the unsubscribe function if you have received marketing material electronically.

Got a question or complaint? Our Privacy Charter has up-to-date information about how you can get access to, and ask us to correct, personal information. It also explains how to lodge a complaint if you're not happy with how we've managed personal information.

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 1300 060 622 or send an email to racverabusiness@racv.com.au

Call 1300 060 622 if you would like more information about the complaint and dispute resolution procedure.



RACV Business Roadside Assistance

A roadside breakdown can severely impact your ability to service your clients, costing you considerable time and money while adversely affecting your reputation. If your business depends on keeping your field staff mobile or a transport fleet running, our aim is to get your nominated Vehicles mobile at the time of breakdown to enable the smooth running of your business. 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 your business.

Obtaining Assistance

For Business Roadside Assistance Australia-wide, Customers or their representative should call 1800 686 464 and quote the business' Membership number and car registration.

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

Proof of BERA product holding

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

If you cannot confirm your eligibility to receive BERA either on the phone or at the time of Service, you may be required to purchase a one-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.

BERA Product Features Table

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

Product Features*	BUSINESS TOTAL CARE	BUSINESS EXTRA CARE	BUSINESS ROADSIDE CARE	BUSINESS CARE FEE FOR SERVICE
Emergency Roadside Assistance				
Service Calls	Unlimited	Unlimited	Unlimited	Fees applicable per incident
Towing Metro	100kms	60kms	30kms	20kms
Towing Country	100kms or to attending RACV Service Centre	60kms or to attending RACV Service Centre	To attending RACV Service Centre	To attending RACV Service Centre
Towing Interstate	100kms or to attending Service Centre	60kms or to attending Service Centre	Refer to p.13	Refer to p.13
Battery Replacement	Invoiced to account, 14 day payment terms	Invoiced to account, 14 day payment terms	Invoiced to account, 14 day payment terms	Invoiced to account, 14 day payment terms**
Free petrol or diesel (Up to 5 litres)	✓	✓	✓	✓
Minor Parts Allowance	\$33	\$33	-	-
Caravan & Trailer Assistance	✓	✓	-	-
General Extended Benefits				
Locksmith	\$350	\$300	\$200	-
Special Towing Equipment	\$250	\$220	-	-
Trailer Hire			-	-
Extended Benefits under 100kms from nominated address				
Breakdown	\$650 Taxi (3@\$100) Hire car \$88p.d. (up to 4 days) Alternative transport Courier	\$550 Taxi (3@\$80) Hire car \$88p.d. (up to 4 days) Alternative transport Courier	\$500 Taxi (2@\$80) Hire car \$88p.d. (up to 4 days) Alternative transport Courier	-
Extended Benefits over 100kms from home				
Total Maximum Benefits	\$2,400 Taxi (3@\$100) Hire car \$88p.d. (up to 4 days) Accommodation \$170p.n. (up to 4 nights) Alternative transport	\$1,400 Taxi (3@\$80) Hire car \$88p.d. (up to 4 days) Accommodation \$170p.n. (up to 4 nights) Alternative transport	\$750 Taxi (2@\$80) Hire car \$88p.d. (up to 4 days) Accommodation \$150p.n. (up to 4 nights) Alternative transport	-
Breakdown	Vehicle transportation	Vehicle transportation	-	-

* Full product details are contained throughout this booklet. ** Taxi and rideshare customers must pay for batteries upon instillation, no account facility is available. All prices quoted are inclusive of GST. p.d. = per day and p.n. = per night.

1. RACV Business Total Care

RACV Business Total Care is our premium business package with a comprehensive range of benefits.

1.1 Emergency Roadside Assistance

RACV will provide you with unlimited callouts for the purpose of making your 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 or if you are interstate, 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 13-14.

1.2 Extended Benefits

RACV Business Total Care may provide you with up to \$15,000 worth of benefits during your 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 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 nominated address

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 \$650 (in total per incident) until the End of the Incident.

- Taxi fares (maximum of 3 trips, at \$100 each)
- Rental vehicle (maximum of 4 days, \$88 daily limit)
- Alternative transportation
- Courier/s

Benefits when over 100km from nominated address

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 (maximum of 4 nights, \$170 nightly limit); and/or
- Rental vehicle (maximum of 4 days, \$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.

2. RACV Business Extra Care

RACV Business Extra Care offers a range of extra benefits designed to get your Nominated Vehicles moving again with minimal inconvenience.

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 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 60km in any direction, from the point of breakdown is free of charge
- In Country Areas or if you are interstate, 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)

Assistance for motorcycles is limited to petrol and towing Vehicles.

Caravan or Trailers are subject to Size and Weight Restrictions. Please refer to pages 13-14.

2.2 Extended Benefits

RACV Business Extra Care may provide you with up to \$10,000 worth of benefits in any one Subscription Year.

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 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 nominated address

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 \$550 (in total per incident) until the End of the Incident.

- Taxi fares (maximum of 3 trips, at \$80 each)
- Rental vehicle (maximum of 4 days, \$88 daily limit)
- Alternative transportation
- Courier/s

Benefits when over 100km from nominated address

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 (maximum of 4 nights, \$170 nightly limit); and/or
- Rental vehicle (maximum of 4 days, \$88 daily limit); and/or
- 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 Business Roadside Care

RACV Business Roadside Care is designed to get your Vehicles moving again and if this is not possible, provide you with Towing and limited Extended Benefits to assist you in your time of need.

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, subject to Fair Use Policy.

This includes:

- Minor Mechanical Repairs to mobilise your vehicle
- Towing for your vehicle:
 - In Metropolitan Areas, the first 30km 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
 - In interstate regions, please refer to page 13
- Free petrol or diesel when you have run out of fuel (up to 5 litres; only available in Victoria)
- Wheel changing for flat tyre

Assistance for motorcycles is limited to petrol and towing.

Vehicles are subject to Size and Weight Restrictions. Please refer to pages 13-14.

3.2 Extended Benefits

RACV Business Roadside Care may provide you with up to \$5,000 worth of benefits in any one Subscription Year.

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 nominated address

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 \$500 (in total per incident) until the End of the Incident.

- Taxi fares (maximum of 2 trips, at \$80 each)
- Rental vehicle (maximum of 4 days, \$88 daily limit)
- Alternative transportation
- Courier/s

Benefits when over 100km from nominated 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 (maximum of 4 nights, \$150 nightly limit); and/or
- Rental vehicle (maximum of 4 days, \$88 daily limit); and/or
- Alternative transportation; and/or
- Taxi fares (maximum of 2 trips, at \$80 each)

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 Business Care Fee for Service

RACV Business Care Fee for Service lets you pay a lower annual subscription per vehicle by only paying for services you use. This service is only available for the following businesses or Vehicles who are ineligible to purchase or receive service for all other BERA subscriptions:

- Taxis
- Rideshare or any rideshare cover business
- Couriers
- Delivery services (including food delivery)
- Rental cars
- Courtesy cars (including mechanics or smash repairers)

4.1 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
 - In interstate regions, please refer to page 13
- Free petrol or diesel when you have run out of fuel (up to 5 litres; only available in Victoria)
- Wheel changing for flat tyre

Assistance for motorcycles is limited to petrol and towing.

Vehicles are subject to Size and Weight Restrictions. Please refer to pages 13-14.

4.2 Extended Benefits

No extended benefits are included with a Business Care Fee for Service subscription. This includes Heavy Wheel Changes. Any additional services required will be charged at the relevant rates at the time of service, following authorisation from the Customer.

4.3 Fee for Service incident charges

A fee will be charged for each service required, there are no free services under a Business Care Fee for Service subscription. RACV will provide the business with an invoice for the incidents, and this must be paid within 14 days of receipt of invoice.

If a service is required for multiple vehicles on the same site, each individual vehicle will incur the relevant service charge.

Please refer to the RACV website (racv.com.au) for up-to-date pricing information. Fee for service charges may vary between states and territories.

5. Battery Replacement 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 Customer. RACV will provide the Customer with an invoice for the battery, and this invoice must be paid within 14

days of receipt. 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 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.

Fee for Service Customers must pay for batteries supplied on site at time of installation, no account facility is available. Rental vehicles and courtesy cars on Fee for Service subscription may be exempt at RACV's discretion.

6. General Conditions, Exclusions and Limitations

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 predetermined meeting point.

Authorised Representatives

Customers can authorise another person(s) to act on their behalf to manage their BERA subscription.

Authorised Representatives can make changes to the Customers details and level of BERA subscription, update the nominated vehicles, make a renewal or invoice payment, cancel a subscription, and request service for an incident for a nominated vehicle, subject to these terms and conditions.

It is the responsibility of the Customer to contact RACV and update their Authorised Representatives as circumstances change.

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 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 may only be granted for incidents which occur within Australia.

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 Customer has 21 days from the date of purchasing a BERA Product to cancel their 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 Customer/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 Customer has returned to their nominated address (Alternative transportation will be provided for Customer 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 Customers, 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.
- 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:
 - \$5,000 for Roadside Care;
 - \$10,000 for Extra Care; or
 - \$15,000 for Total Care.
- 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.
- 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.
- 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
- 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 BERA is required and the Vehicle is not covered by an BERA Product, a nonrefundable one-year subscription must be paid before Service will be provided.

Extended Benefits, additional towing for Business Extra Care and Business Total Care are not available for the initial incident and are subject to a 24 hour waiting period (refer to page 14).

Interstate Coverage

Subject to the terms of any agreements entered into by RACV with affiliated motoring organisations Customers with an RACV BERA 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 Business Extra Care and Business Total Care Customers (and subject to all items in Section 6)

- General Conditions, Exclusions and Limitations, of these terms and condition, 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 Benefits

The following table applies to Business Roadside Care and Business Care Fee for Service subscriptions only.

State	Metro Areas	Regional Areas
NSW	20kms	To the attending service centre
QLD	10kms	40kms
SA/NT	8kms	32kms
WA	10kms	80kms round trip from the provider's base
TAS	15kms	32kms

Interstate towing benefits for Business Extra Care and Business Total Care are the same as those listed under the heading 'BERA Product Features Table' on page 7.

Maximum Benefits

The cumulative value of the Extended Benefits per Nominated Vehicle for each BERA 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
- Extra Care \$10,000
- Total Care \$15,000

Nominated Vehicles

Customers must nominate the Vehicle to which Services are to be provided, and Services will

only be provided to the Customer in respect of that Vehicle. Customers may change the Vehicle nominated for Service.

It is the responsibility of the Customer to maintain an up to date list of Nominated Vehicles and to notify RACV as circumstances change.

Extended Benefits, and additional towing for Business Extra Care and Business Total Care 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.

Overdue Renewals and Invoice Payments

Any overdue renewals or invoice payments must be paid prior to receiving service.

Where a BERA renewal or invoice is not paid by the due date, a grace period of up to 30 days applies. Service, Extended Benefits may only be provided once any overdue renewals or invoices have been paid.

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

If an overdue renewal payment has not been made after 90 days the BERA subscription will lapse. Any request for service will require the purchase of a non-refundable one-year subscription. Extended Benefits will not be available for that incident.

If an overdue invoice payment has not been made after 90 days, RACV may cancel your subscription.

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

No refunds are available for RACV Business Roadside Assistance products.

Reimbursement of Costs

Aside from trailer hire, no reimbursements are available for RACV Business Roadside Assistance products.

Size and Weight Restrictions

Limitations apply to all registered Vehicles, Caravans and Trailers (refer to Size and Weight Restrictions table on page 14). BERA 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 Customer 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 Business Total Care and Business Extra Care product holders;

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;
- Trade plated vehicles.
- Vehicles that are not registered.
- Vehicles and/or machinery not primarily utilised on trafficable roads
- Vehicles transporting livestock

Fee for Service Eligibility

Only the businesses and vehicles listed under the heading 'Business Care Fee for Service' (Section 4) are eligible for this type of subscription. If a Customer's business or vehicle is found to be used for any of these purposes, and is nominated under a Business Total Care, Business Extra Care, and Business Roadside Care subscription, they will be denied service and will be moved to a Fee for Service subscription.

Waiting Periods

- Provided that there is no pre-existing Condition, ERA becomes available 24 hours after an BERA product is purchased or a nominated vehicle is added to an existing subscription, unless a non-refundable one-year subscription is paid for the provision of immediate assistance. Invoicing on account may not be offered where immediate assistance is required.
- Extended Benefits, and additional towing for Business Extra Care and Business Total Care are not available where immediate assistance is requested.

Wait with Vehicle

The Customer 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 [^]
BUSINESS ROADSIDE CARE	4 Tn	2.1m	2.3m	5.5m
		6'10"	7'6"	18'0"
BUSINESS EXTRA CARE	8 Tn	3.3m	2.5m	9.0m
		10'9"	8'2"	29'6"
BUSINESS TOTAL CARE	8 Tn	3.3m	2.5m	9.0m
		10'9"	8'2"	29'6"
BUSINESS CARE FEE FOR SERVICE	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 Business Roadside Care Customers; or \$170 per night for Business Extra Care and Business Total Care Customers. 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.

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

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.

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 Customer'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 Customers are able to access benefits and our expectation is that Customers will maintain their Vehicles in working condition. Therefore, RACV reserves the right to limit or refuse to provide Services or a benefit to a Customer where, in the opinion of RACV, the Customer's use of the Services or a benefit 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 BERA is requested more frequently than RACV considers reasonable, you may be requested to ensure that vehicles within your fleet are placed in a sound mechanical and roadworthy condition (including obtaining a roadworthy certificate under the Road Safety [Vehicles] Regulations 2009 [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 on any vehicle 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.
- Incident rates above 35% in a given 6-month period for Customers with a fleet of 5 or more vehicles. Incident rates are calculated as total incidents on a Customer's fleet, divided by the total vehicles with a BERA subscription on a Customers fleet.

The circumstances in which RACV may decline to grant Extended Benefits for an incident are not limited to the fair use policy. However, each Customer is entitled to RACV's consideration of the grant of Extended Benefits up to the capped amount according to the roadside product tier 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 a benefit by a Customer is considered by RACV to be fraudulent or to adversely affect the provision of the Services or a benefit to other Customers.

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.

RACV's Discretion

RACV has sole discretion whether to grant Extended Benefits in relation to any incident for which a Customer 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 Customer'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 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. However, for Business Extra Care and Business Total Care Customers, 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. Customers 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.

Spare 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.

Taxis

The provision of taxis is subject to availability at the time of booking.

Where the breakdown is solely limited to a Caravan or Trailer, alternative transport and taxi benefits are not available.

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 Customer can provide adequate identification;
- 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 or alternate destination

Towing kilometres or towing to alternate destinations in excess of the limits described herein will be payable by the Customer at the time of the Tow at commercial rates.

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 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.

Trailer Hire

Where a Customer is granted 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 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. RACV uses preferred contracted suppliers for the delivery of Services and delivery times may vary depending on availability.

Verification of Eligibility or Identity

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

Wheel Changing

BERA 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 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 document, 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.

Authorised Representative is someone nominated by the Customer who is authorised to act on the Customer's behalf to manage their subscription.

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

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

Caravan means any Caravan attached to an Eligible Vehicle. Please refer to pages 13-14 for size and weight restrictions.

Constitution means the Constitution of RACV from time to time.

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

Customer means the holder of 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; - 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 as described in these Terms and Conditions for which an ERA Subscription Fee has been paid for the period during which Service is requested subject to Size and Weight Restrictions, as detailed on pages 13-14.

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.

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 Business Total Care, Business Extra Care and Business 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".

Invoice Payment refers to a payment rendered by Customer to RACV for goods and services received in relation to their subscription. BERA invoices have 14-day payment terms.

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.

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

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.

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 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".

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 trailer that is attached to an Eligible vehicle and used primarily for delivering goods and services in the course of any trade or business. Please refer to pages 13-14 for size and weight restrictions.

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

Vehicle or Vehicles means a Customer's Nominated Vehicle, and/or an Eligible Vehicle, unless the context requires otherwise.

RACV Contact Numbers

RACV Business Emergency Roadside Assistance **1800 686 464**

Breakdown assistance, 24 hours a day

Hearing Impaired TTY **13 36 77**

General enquiries and RACV Business Assistance
Centre 24 hours a day

RACV Business Roadside Assistance **1300 060 622**

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

Email **racverabusiness@racv.com.au**

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

