

## JAGUAR COMPLIMENTARY PREMIUMS SERVICE EXTENSION AND RETAIL SALES ROADSIDE ASSISTANCE PROGRAM - Terms and Conditions

Current as at September 2022

### JAGUAR– WE'RE HERE WHEN YOU NEED HELP 24/7

Jaguar Roadside is there for you when you need it most. Roadside assistance is available for you 24 hours a day, 7 days a week, anywhere in Australia. In an emergency situation where you have experienced a vehicle failure, Jaguar Roadside will provide:

- Roadside assistance, dispatching the appropriate service provider
- Emergency accommodation, in the event you are broken down more than 100kms from your home, and your vehicle takes longer than 24 hours to repair
- Towing, if your vehicle cannot be mobilised

Seeking assistance is as simple as dialling Jaguar Roadside's toll-free number 1800 808 180 from anywhere and at any time in Australia and following the prompts.

To assist your Customer Service Consultant, please ensure you have the following prior to placing a call:

- Your Jaguar Roadside card with your vehicle details
- Your breakdown location, with nearest intersecting street if possible
- Details of the problem or emergency
- A contact telephone number

If possible, stay with your vehicle until roadside assistance arrives. Safety first, ensure you and your occupants are safe if your vehicle is in a hazardous situation.

This brochure explains the benefits you are entitled to under the Jaguar Roadside Program.

<b>Phone Triage Support</b>	We will provide 24/7 advice about your vehicle's operations and an attempt to mobilise your vehicle (with a detailed diagnosis where possible) if it has broken down at roadside. If your vehicle is unable to be mobilised over the phone, an appropriate service provider will be dispatched to assist with mobilising and providing a diagnosis of the vehicle fault.
<b>Flat or Faulty Batteries</b>	We will test your vehicle's battery performance, jump start the flat battery, or arrange for a battery replacement. Cost of a replacement battery may will be charged to you.
<b>Emergency or Out of Fuel</b>	Provide sufficient fuel (petrol or diesel) to enable travel to the nearest available refuelling facility, or alternatively, towing to the nearest refuelling facility
<b>Flat Tyres</b>	Depending on your vehicles features, we will attempt to repair the tyre with the vehicles gel repair kit or change a flat tyre with your vehicle's serviceable spare or, if necessary, tow your vehicle to the nearest tyre repairer.
<b>Lost or Locked Keys</b>	We will provide all reasonable assistance, subject to proof of ownership shown, for the following services: <ul style="list-style-type: none"> <li>• gain access to your vehicle (once a consent and indemnity form has been signed by you).</li> </ul> In all other situations where the key is not available, your vehicle may be towed to the nearest authorised Jaguar Retailer and access to the vehicle gained via appropriate entry methods. We will not be responsible for any damage incurred, or for any repair costs, as a result of gaining access to your vehicle or moving your vehicle. All additional costs are your responsibility. Replacement Keys are at your cost.
<b>Towing</b>	If your vehicle requires towing because it cannot be mobilised at the breakdown location or requires electronic diagnosis, we will arrange to tow your vehicle to the nearest authorised Jaguar Retailer to the breakdown location. If the breakdown has occurred after business hours, we will arrange for your vehicle to be stored at a secure facility and delivered to the nearest authorised Jaguar retailer the next working day.
<b>Taxi</b>	If your vehicle cannot be mobilised due to a mechanical breakdown, and towing is required to the nearest authorised Jaguar Retailer, we can arrange a single one way taxi service to the maximum value of \$100.00 (Inc. GST), to enable you and your passengers to continue your journey to the nearest town or within the same city where the breakdown occurred. Subsequent taxi services can be facilitated for you, however, will be arranged at your cost.

<b>Bogged Vehicle</b>	We will attend and recover your vehicle from a bogged situation, providing reasonable and safe access is available on a legally trafficable road and no other specialist equipment or vehicle is necessary. Should specialist equipment and/or towing become necessary or if no reasonable and safe access is available, services may be provided at our discretion, but all additional costs will be your responsibility.
<b>Emergency Message Relay</b>	Following a breakdown or accident, we will relay urgent messages to your family, friends or business associates who may be affected by the disruption or delay.

#### **BENEFITS OVER 100KM FROM HOME**

If your vehicle is immobilised by a breakdown and you are more than 100 kilometers from home, you are entitled to the following service:

<b>Emergency Accommodation</b>	If your vehicle is immobilised by a breakdown for more than 24 hours and you are more than 100 kilometers from home, we may provide up to one (1) nights of accommodation up to a maximum of \$200.00 (Inc. GST) per night (room cost only) should you decide to remain with your vehicle while it is repaired locally. Any amount charged in excess of this limit will be at your cost. This benefit provides room only and excludes all ancillary costs such as meals, phone calls, laundry etc.
--------------------------------	--

## CONDITIONS

To be eligible for Jaguar Roadside, your vehicle must have been sold and distributed by Jaguar Australia and must be registered and in a well maintained, sound mechanical and roadworthy condition.

The provision of benefits and services under Jaguar Roadside is subject to:

- Resources available in the area
- No vehicle modifications being made from the manufacturer's factory specifications
- Any circumstances beyond our control (including but not limited to extraordinary delays caused by extreme weather conditions such as snow fall and flooding)
- Circumstances reasonably considered to be a force majeure event
- Location being trafficable by a two-wheel-drive recovery vehicle
- Severe traffic congestion
- Restricted Access Area requirements

We are not responsible for any costs arising in service calls where your vehicle is immobile in a workshop undergoing service or repairs, or undergoing mechanical or electrical service or repairs at your premises.

## EXCLUSIONS and LIMITATIONS

We provide general roadside assistance. We will not be responsible for the cost of any parts or components for the roadside repair of the vehicle, other than minor breakdown repairs. Please note the provision of the benefits and services under Jaguar Roadside is subject to the following exclusions and limitations:

- The vehicle being left unattended
- The vehicle being unregistered
- The vehicle being involved or connected to any form of motor sports (including driving on a racetrack or competing in organised road or off-road rallies)
- Caravans or trailers towed by your vehicle
- Heavy haulage vehicles or vehicles that, in our opinion, require a heavy haulage towing provider due to the length, width or height of your vehicle
- Vehicles operating as taxis, limousines or rental vehicles
- Vehicles immobilised due to inappropriate maintenance, repair or use, caused intentionally or by negligence on the part of the owner, the driver or any other third party, including but not limited to an Unauthorised Retailer or Unauthorised workshops
- Vehicle issues arising due to owner/driver faults, or failure by you to comply with our instructions.
- Vehicle damage as a result of an accident.
- Vehicle abuse or neglect by you (as reasonably determined by us).
- Issues arising from the fitment of non-genuine accessories incorrect fitment of parts or accessories. This includes the fitment of LPG fuel systems
- Service calls due to break in (or attempted break-in) of your vehicle
- Vehicles located in a Restricted Access Area or not within a Service Area
- Bogged vehicles. Except where access is available and is trafficable by a two-wheel driver recovery vehicle and no other specialist equipment is necessary. Should specialist equipment become necessary, additional costs are the driver's responsibility. Drivers will be advised of this condition prior to attendance by our Service Provider and service is at our discretion.

There may also be impacts to service delivery and delays in service delivery in circumstances that are beyond our control including but not limited to:

- Limited service providers in the local remote area
- Extreme weather conditions
- Severe accident or traffic congestion
- Disruptive events such as pandemics or wars
- Industrial actions such as strikes

## IMPORTANT INFORMATION

The information contained in this brochure was correct at the time of printing but is subject to change at any time and without notice.

Jaguar Roadside is offered by Assist Australia Pty Ltd ABN 59 072 530 217.

## DEFINITIONS

Accident	A vehicle damaged by impact or collision of any nature, or by attempted or successful theft or break in to the vehicle.
Authorised Jaguar Retailer	A Jaguar Retailer or any other repair facility recommended by us to undertake workshop repairs to your vehicle. We are not responsible for any costs incurred for work carried out by an Authorised Retailer and all repairs and costs are your responsibility.
Breakdown	Mechanical or electrical fault which has caused your vehicle to be immobilised or become unsafe to drive (whether in transit or otherwise). Breakdown can also include a flat tyre, flat or faulty battery, a vehicle which has run out of fuel or keys which have been locked in your vehicle or lost.
Home	Your home or business address as registered on the Jaguar Roadside system.
Restricted Access Area	An area that is protected by security and/or other systems designed to prevent access by unauthorised people, and includes any area that we do not have permission to enter (including by not limited to airports, sporting venues, protests, airports and concerts).
Service Area	An area in mainland Australia, Tasmania, Phillip Island and other areas that are trafficable by a two-wheels drive recovery vehicle or islands that are accessible by a two-wheel drive vehicle (excludes ferries).
Serviceable Spare	A wheel and tyre that is able to be fitted to mobilise your vehicle. Or alternatively, a gel repair kit (gel sealant and inflation pack)
Vehicle	The vehicle registered on the Jaguar Roadside system.
We, Us or Our	Assist Australia Pty Ltd ABN 59 072 530 217.
You or Your	The person registered on the Jaguar Roadside system or the nominated driver of the vehicle.

## PRIVACY

Your personal information is collected by Assist Australia Pty Ltd to enable us to administer and provide you with roadside assistance, including arranging services to be supplied to you by third parties where appropriate. Assist Australia may exchange your personal information with Jaguar Australia, our roadside assistance contractors and our related bodies corporate, agents, sub-contractors and other service providers (such as call centre providers, towing operators, accident management providers, car rental companies and information technology providers) for these purposes and any other purpose you have consented to or as authorised by law.

If you provide personal information about another person to us or our agents or contractors, you warrant that this information is provided with the consent of the individual concerned and that you have the authority to act on their behalf.

For more information about how Assist Australia approaches privacy, please contact Privacy Officer at Assist Australia, Level 9, 459 Little Collins Street Melbourne VIC 3000 or by email at [privacy@theamsgroup.com.au](mailto:privacy@theamsgroup.com.au) or read our Privacy Policy (available at [www.assistaustralia.com.au](http://www.assistaustralia.com.au)). Our Privacy Policy contains information about how you can gain access to or seek correction of personal information that Assist Australia holds about you. It also contains information about how you can make a privacy complaint and how Assist Australia will deal with it.