



TERMS & CONDITIONS

All Jaguar vehicles purchased in Australia benefit from a complementary Jaguar Roadside Assistance service for the length of the new car, used car or extended manufacturer warranty or the expiry of the extended Jaguar Roadside Assistance service.

Jaguar Roadside Assistance is provided 24 hours per day, 365 days per year (every day). Jaguar Roadside Assistance service is Australia-wide and is subject to the prescribed Terms and Conditions. Jaguar reserves the right to amend these terms and conditions.

These Terms and Conditions apply to all vehicles first registered after 31st March 2004 or Extended Warranty or Extended Roadside purchased after 31st March 2004.

ROADSIDE ASSISTANCE

Jaguar Roadside Assistance covers the eligible vehicle for any non-collision mechanical failure or specified automotive related (non-mechanical) fault. Jaguar Roadside Assistance will endeavour to mobilise the eligible vehicle however where not practicable or where any mechanical action may void any part of the vehicle warranty, towing will be provided.

Towing

Towing will be provided where Jaguar Roadside Assistance is unable to mobilise the eligible vehicle at roadside.

Metropolitan Areas

To the driver's preferred authorised Jaguar Dealer or alternative location within a distance of up to 50 kilometres.

Country Areas

To the closest authorised Jaguar dealer to the breakdown site. A towing destination can only be determined on an individual case basis in country areas. Where the vehicle is unable to be mobilised at roadside or the servicing facility, the vehicle will be transported to the closed authorised Jaguar dealer. If the Driver elects to tow the vehicle to an alternative location a tow will be provided for a tow within the local service facility town area.

Where possible caravans or trailers that the eligible vehicle may be encumbered with can also be towed to a safe location at the time of the incident. Any additional towing will be at the driver's expense.

Wheels and Tyres

The Jaguar Roadside Assistance will replace a damaged tyre/wheel with the eligible vehicle's serviceable spare, where it is roadworthy and compatible with the other tyres/wheels on the vehicle. Where the spare is not serviceable, roadworthy or compatible, a tow to the nearest facility able to supply and/or repair the tyre/wheel will be provided at the driver's expense.

Flat Battery

Jaguar Roadside Assistance will provide a 'battery boost' and any other practical assistance at the roadside to start the eligible vehicle. If the eligible vehicle cannot be made mobile at roadside and where a new battery is required, the mobile delivery (where available) of a replacement battery will be arranged at no cost, inside the battery warranty period, and at the driver's expense at any other time. Where the vehicle is not mobilised at the roadside, a tow may be provided

Lockout

Where the driver has lost or locked the keys in the vehicle. Jaguar Roadside Assistance will either arrange for pick up delivery of the owner's spare keys or attempt to open the vehicle. This will be subject to satisfactory proof of ownership or owner authority to drive the eligible vehicle. The owner or the owner's representative (the driver) may also be required to sign an indemnity; releasing the Roadside Service Provider from any liability should damage be caused by such entry.

Where necessary, a tow to an authorised Jaguar dealer will be arranged at no cost. Where requested by the driver, the attendance of a locksmith can be arranged at the driver's expense.

Out Of Fuel

Wherever possible, Jaguar Roadside Assistance will provide sufficient liquid fuel to enable an 'out of fuel' eligible vehicle to be driven to the nearest service station. Where it is not possible or practical to provide liquid fuel, a tow will be provided to the nearest service station.

For eligible vehicles fitted with LPG only, a tow to the nearest LPG service station can be arranged.

Metropolitan Taxi Journey

In metropolitan areas a one-way journey taxi up to the value of \$100.00 can be provided to the Driver of any Eligible Vehicle, which cannot be made mobile at roadside.

ADDITIONAL CUSTOMER BENEFITS

The Additional Customer Benefits are provided to the Driver and up to four passengers within the following limitations:

- The eligible vehicle becomes disabled as a result of a mechanical related incident at a distance greater than 100 kilometres from the registered/home address of the Owner/Driver and;
- The eligible vehicle will be disabled for a period greater than 24 hours and;
- The value of the benefits provided does not exceed \$2,000 (including GST) per annum

Vehicle Relocation

Where the eligible vehicle has been towed to a Jaguar dealer and where the required repairs have been completed by the Jaguar dealer, Jaguar Roadside Assistance will arrange for the eligible vehicle to be relocated to any location nationally up to the value of \$1,000.00 (including GST) per annum at the request of the Driver. Any additional towing requirements will be at the expense of the Driver.

Accommodation

Accommodation will be provided for up to three nights to a maximum value of \$120.00 (including GST) per night if the vehicle can be locally repaired within less than three days.

Car Rental

A rental car will be provided either;

1. in conjunction with accommodation for up to three days if the eligible vehicle can be locally repaired within less than three days; or
2. to continue the journey for up to five days.

Car rental arrangements are subject to availability and any conditions imposed by the car rental company and exclude all fuel costs, insurance, tax and/or stamp duty charges or any (rental vehicle) relocation fees. These charges will be at the expense of the Driver.

Alternative Ground Transportation

Where a car rental is not available or where the rental car company refuses to provide a rental car to any Driver of an eligible vehicle due to the Driver's age or driving licence limitations or restrictions, or for any other reason, alternative ground transportation will be provided to the registered Owner/Driver's home address or intended destination where the Nominated Vehicle cannot be repaired locally or repaired within less than three days.

Where required, return transportation will be provided for one Driver to retrieve the Nominated Vehicle.

SERVICE CONDITIONS

Remote Areas

Where an eligible vehicle breakdown occurs in a remote (sparsely populated) area Jaguar Roadside Assistance will be provided however, service delivery may be subject to lengthy delays brought about by breakdown location, availability and accessibility.

Towing Limitations

Towing will only be provided for eligible vehicles weighting less than 2,500 Kg at the time of breakdown. Vehicles exceeding this limitation will be offered towing at the driver's expense.

Service Limitations

Jaguar Roadside Assistance services will be refused where the Jaguar Roadside Assistance Provider attends a roadside assistance call and under initial inspection reasonably determined that:

- the vehicle has been participating in any form of motor sport; or
- the driver has been engaged in unlawful activity or driving under the influence of alcohol or drugs; or
- the eligible vehicle has undergone major body modifications; or
- there is a perceived safety risk in the opinion of the Jaguar Roadside Assistance Provider.

Trafficable Roads

Service will only be provided to eligible vehicles disabled on constructed roads/driveways that are legally trafficable by conventional two wheel drive vehicles and/or the towing/recovery vehicle (where required) as determined by the Jaguar Roadside Service Provider.

Vehicle Rescue

Where the eligible vehicle becomes disabled off a legally trafficable road such as beaches, fields or creek beds, vehicle rescue may be arranged at the driver's expense.

Bogged Vehicle Recovery

Service will be provided to eligible Vehicles stranded on a trafficable road as defined where no special equipment such as power winches or extended cables etc. are required.

Special Equipment

Should special equipment be necessary to effectively deliver service and/or where the Jaguar Roadside Service Provider has to return to their service facility to obtain this special equipment, the additional cost involved will be charged to the driver.

Natural Disasters/Industrial Disputes

Jaguar Roadside Assistance reserves the right to alter and/or offer alternative assistance where a natural disaster (such as a flood, storm or fire) or an industrial dispute places extraordinary demands on the provision of Service. Where a disabled eligible vehicle cannot be reached, for example due to a natural disaster or an industrial dispute, the Jaguar Roadside Service Provider will attempt to provide whatever alternative assistance is practicable under the circumstances.

Collision / Accident

Where eligible vehicles are damaged as a result of a collision or impact with any object, whether caused by mechanical failure or for any other reason including fire, or for any other incident generally covered by motor vehicle insurance, will not be provided with towing under Jaguar Roadside Assistance. However, towing assistance can be arranged at the driver's expense.

Home Assistance

Assistance for eligible vehicles will be provided at the home address in the same way as at roadside. However, during times of peak demand, 'at roadside' calls will be given priority over that of 'at home' calls for assistance.

Unattended Vehicles

Eligible Vehicles which are found to be unattended will not receive service under any circumstance. The owner or the driver must wait with the vehicle until the Jaguar Roadside Service Provider arrives. Where the Owner has elected an authorised representative, this representative must hold a current motor vehicle drivers licence in case the vehicle is required to be moved. Where the vehicle is found to be unattended, the subsequent call for assistance will be at the driver's expense.

Attempted Repairs

Where a third party attempt to repair the vehicle has been found and possible risks of damage to the vehicle is diagnosed, a tow will be arranged at the driver's expense.

Cargo

Jaguar Roadside Assistance will accept no responsibility under any circumstances for the security and/or any loss associated with a disabled vehicle's cargo which may result from delays in providing roadside assistance and/or towing.