



BYD Roadside Assistance Terms and Conditions

Wholesale Terms and Conditions

BYD Roadside Assistance offers reliable and secure roadside assistance 24 hours a day, 365 days a year. To access BYD Roadside Assistance, simply call us on 1800 293 288.

Please have the following information ready when you call:

- Your name and telephone number
- Your breakdown location (stating the nearest cross street where possible)
- Your vehicle registration number or your vehicle identification number (VIN)
- A description of the problem

Who is the roadside assistance provider?

Roadside Assistance is provided for 12 months from the date of new vehicle registration under your BYD Roadside Assistance membership and is provided by Assist Australia ABN 59 072 530 217 trading as 'Assist Australia'.

Whenever you request roadside vehicle assistance under your membership, you will be making that request to Assist Australia, who will provide the services under the terms and conditions set out below. The terms and conditions contain exclusions and limitations.

Eligibility criteria

To be eligible for roadside assistance, your vehicle must be registered, roadworthy and well-maintained.

Please stay with your vehicle

Once the roadside service provider has been called, it is important that you remain with your vehicle if it is safe to do so. Should we arrive at the scene of the breakdown and the vehicle is unattended, we will be unable to carry out any work and payment may be required for any subsequent callouts to assist with the same incident. If you require assistance and must leave your vehicle for safety reasons, please advise the customer service assistant at the time of the initial call or if circumstances change while you are waiting for the roadside assistance provider.

Roadside Assistance Benefits

If your vehicle is immobilised, we will dispatch a service provider to assist in the following ways:

Flat batteries

If you find yourself immobilised with a 12V starter battery problem, we will attend to your vehicle, test the starter battery for performance, and if possible, jump start the flat starter battery or coordinate a starter battery replacement if required. The cost of the replacement starter battery will be charged to you or replaced free of charge if the replacement battery is covered by your vehicle warranty.

Emergency Fuel

If your vehicle runs out of fuel, we will provide you with sufficient fuel to drive to the closest fuel retailer, or, if not possible or practical, tow your vehicle to the nearest fuelling station. Towing limits apply.

Out of charge

We will provide a sufficient charge to drive to the nearest charging station or, where not possible or practical, tow your vehicle to the nearest charging point (this could be your home address, public charging station or BYD dealer). Towing limits apply.

Flat tyres

If you find yourself with a flat tyre, we will change it with the vehicle's serviceable spare wheel or repair the tyre where your vehicle is equipped with a temporary mobility kit, and if the service provider determines it is safe and suitable to do so.

If your vehicle is not equipped with a spare wheel or is unable to be repaired using the temporary mobility kit, we will transport the vehicle to a tyre outlet able to assist, or a BYD dealer, whichever is the nearest (subject to the towing/ transportation limits). If repair is not possible (due to incompatible / unserviceable / unavailable spare, or unavailable / unmaintained temporary mobility kit, inability to remove locking nuts or where multiple wheels require changing) or multiple tyres need attention, support can be provided at your cost.

Lost or locked keys

If you lose your keys or lock them in your vehicle, we will provide all reasonable assistance (subject to proof of ownership shown) to gain access to your vehicle (once a consent and indemnity form has been signed by you).

In all other situations where the key is not available or we are unable to access the vehicle, we may arrange courier or transport to retrieve a spare key, for a locksmith to attend or for a tow to the closest authorised servicing Dealer at your expense.

We will not be responsible for any damage incurred, or for any repair costs that result from gaining access to the vehicle or moving the vehicle while it is locked.

Towing/Transportation

If your vehicle cannot be mobilised at the breakdown location, we will tow it to the nearest BYD dealer from 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 an BYD dealer the next business day

Caravan & Trailer Assistance

If your vehicle suffers a breakdown and requires transportation to a repairer, we may be able to support, at your cost, to transport the attached caravan or trailer to the same repairer or agreed location.

*This service does not extend to breakdown related matters associated with the caravan or trailer itself or caravan and trailer couplings where your vehicle is still mobile. The caravan or trailer cannot exceed the legal towing weight or dimension restrictions for a passenger vehicle transporter.

Vehicle rescue

Where the vehicle becomes disabled off a legally trafficable road such as beaches, fields or creek beds, vehicle rescue may be arranged at the discretion of the service provider and at your expense.

Taxi

If an eligible incident occurs, where a taxi service is present and / or available and towing is required, a single one-way taxi service can be arranged for you. A limit of \$80 applies, any taxi cost exceeding this limit will be at your expense.

Customer Support Service

Customer support services will be available to you providing the total value of customer support services will not exceed a maximum total of \$4,000 (including GST) per incident, should all the conditions below be met:

1. You are more than 100kms away from your home address.
2. Your vehicle is deemed un-drivable by the Service Provider and towing to a repairer has been arranged.
3. The vehicle cannot be repaired and mobilised on the same day.

- **Emergency accommodation**

Accommodation will be provided for up to four (4) nights to a maximum value of \$2,000 per incident in total, should you decide to remain with your vehicle while it is repaired locally, or if alternative transport is unavailable. Any amounts charged more than this limit will be at your cost.

- **Car rental**

We will provide a rental vehicle for you to continue your journey for up to five (5) days to a maximum value of \$450 (inc. GST) per day per incident.

When combined with accommodation, car hire will be provided for up to two (2) days.

Rental vehicle benefits will be subject to the availability of a suitable rental vehicle in the local area and is subject to any conditions or restrictions (such as age limitation) imposed by the rental company. Any amount charged in excess of this limit will be at your cost. You will be responsible for all fuel costs, toll charges, insurance excess reduction, excess Km charges, any traffic infringements, any damage and any excess or insurance waivers on the rental vehicle.

- **Alternate Transport**

Where a car rental is not available or where the rental car company refuses to provide a rental car to you due to your age or driving licence limitations or restrictions, or for any other reason beyond Assist Australia's control, alternative transportation can be provided to you and to up to four (4) passengers, anywhere within Australia. This is to your choice of destination when the vehicle is unable to be repaired within 3 days.

- **Vehicle Recovery**

Vehicle recovery will be provided where your vehicle has a breakdown more than 100 kilometres from your home and cannot be repaired on the same day. If you have left the vehicle to continue your journey, we will deliver your repaired vehicle to your home or intended

destination. Alternatively, return transport will be provided to enable the driver to pick up the repaired vehicle.

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:

1. We will not be responsible or liable for any additional or increased costs and expenses incurred as a result of the vehicle being outside a service area.
2. Subject to the statutory consumer guarantees and remedies available to you under the Australian Consumer Law and except to the extent caused by our negligence or our agents or service providers, we are not required to provide the roadside assistance services and will not be responsible or liable for any costs and expenses (or any increased costs or expenses) incurred in connection with or as a result of:
 - a. the vehicle not being registered on our roadside assistance system where membership data is stored;
 - b. vehicles with a GVM in excess of 3.5T;
 - c. the vehicle being unregistered;
 - d. the vehicle being unattended;
 - e. 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);
 - f. the vehicle undergoing major body modifications;
 - g. vehicle abuse or neglect by you (as reasonably determined by us or the service provider);
 - h. you failing to use reasonable care with the vehicle;
 - i. you have been engaged in unlawful activity or driving under the influence of alcohol or drugs;
 - j. repeated service calls due to driver-related faults;
 - k. failure by you to comply with any instructions or directions provided with or attached to the vehicle;
 - l. accident damage, any damage arising from or caused by an impact or collision, accidental or malicious damage of any nature, any attempted or successful theft or break-in of the vehicle (but excluding the provision of and cost of providing any accident-related services which we agree to arrange or provide);

- m. failure by you to comply with instructions reasonably provided by us, our agents or service providers;
 - n. failure by you to comply with any applicable road laws or regulations;
 - o. caravans or trailers (subject to the specific benefits set out above);
 - p. bogged vehicles;
 - q. vehicles operating as taxis, limousines, rental vehicles, hire vehicles;
 - r. heavy haulage vehicles or vehicles that, in our opinion, require a heavy haulage towing provider due to the weight, length, width or height of your Vehicle.
 - s. where the service provider attends a roadside assistance event and under initial inspection reasonably considers a third-party attempt to repair the vehicle has occurred and caused damage and where the vehicle cannot be started or driven without further potential risk of damage. Towing under these circumstances will be at your cost.
 - t. there is a perceived safety risk in the reasonable opinion of the service provider.
3. Where we incur costs under item 2 above, you will be responsible for the cost and must make payment in the amount and manner as advised by us.
4. Services provided by us are also subject to:
- a. Resources being reasonably available in the vicinity of the breakdown or problem;
 - b. Any circumstance reasonably considered to be beyond our control (including but not limited to poor weather conditions such as heavy rain, cyclonic conditions, snow fall and flooding, as well as war, strikes, civil commotion, unexpected traffic conditions and telecommunication failures) Service will only be provided to 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 service provider.
 - c. Resources being reasonably available in the vicinity of the breakdown or problem;
 - d. Any circumstance reasonably considered to be beyond our control (including but not limited to poor weather conditions such as heavy rain, cyclonic conditions, snow fall and flooding, as well as war, strikes, civil commotion, unexpected traffic conditions and telecommunication failures) Service will only be provided to 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 service provider.

- e. Vehicle accident or traffic congestion;
- f. Restricted access area requirements.

- 5 We have no obligation to pay for costs incurred in service calls where your vehicle is immobile in a workshop undergoing repairs or undergoing mechanical or electrical repairs at your premises. We are not responsible or liable for any costs arising from work carried out by an authorised repairer, and all repairs and costs for repairs undertaken by the repairer are your responsibility.

Transfer of membership

Your membership is fully transferable to the new owner of the vehicle at any time during the membership period.

Australian Consumer Law

Despite anything contained in these terms and conditions, the Australian Consumer Law (ACL) gives you statutory rights including guarantees and remedies that cannot be excluded or modified by these terms and conditions. The ACL guarantees and remedies include (depending on the type of failure, fault, or defect and whether major or minor) repair or replacement, a refund, compensation for reasonably foreseeable loss or damage, or a resupply of services if the goods or services do not meet the standards required by the ACL.

Definitions

In these terms and conditions, the following words have the following meanings:

accident: a vehicle damaged by impact or collision of any nature, or by attempted or successful theft, malicious damage and or break into the vehicle.

authorised repairer: a BYD dealership, a servicing dealer or a repairer that has been authorised and approved by BYD to undertake workshop repairs to the vehicle, or in areas where no authorised repairers are located, a repairer recommended by us. We are not responsible for any costs for work carried out by an authorised repairer (including a repairer recommended by us) and all repairs and costs are your responsibility.

breakdown: mechanical or electrical fault which has caused the 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 the vehicle or lost.

callout: roadside assistance provided by our customer service assistant over the telephone or by us or a service provider at or from the breakdown location.

home: your home or business address as registered on our roadside assistance system.

incident limit: total expenditure across one or more benefits for the same breakdown.

minor breakdown repairs: minor repairs of an immobilised vehicle (including components up to a cost of \$200 (inc. GST) to facilitate the immediate mobilisation of the vehicle. It does not include workshop repairs which may require diagnostic equipment or parts or repairs and does not include servicing of vehicles.

mobile or mobilised: means moving or capable of moving using the vehicles own power, as intended by the manufacturer when operating normally and not in need of assistance. “Immobile” and “immobilised” have the corresponding meaning.

pre-existing condition: any condition or defect requiring assistance (including callout assistance) or which generates assistance to be required which was apparent or reasonably suspected prior to purchasing the membership.

restricted access area: an area that is protected by security and/or other systems designed to prevent access by unauthorised people and includes areas that we do not have permission to enter (including but not limited to airports, sporting venues, protests, and concerts).

roadworthy well-maintained vehicle: maintained vehicle that is mechanically sound and otherwise fit to be operated and ridden on Australian roads. The vehicle will comply with the minimum safety and other standards required by Australian road safety and transport laws and regulations and also be maintained and serviced by qualified personnel to the vehicle manufacturer’s recommended standards and specifications set out in the vehicle service booklet and instruction manual.

service area: an area or location in mainland Australia with made roads or Tasmania, Phillip Island, North Stradbroke Island, and Kangaroo Island, excluding barge and ferry costs to recover the vehicle to mainland Australia. In the event where the provision of services incurs ferry or over-sea transport costs, you will be responsible for such extra costs.

service provider: a mobile mechanic, tow truck operator or other roadside assistance provider nominated by us.

special equipment: is equipment not normally operated by or made available to the Assist Service Provider, or equipment normally operated by the Assist Service Provider where the use or method of use, is not normally associated with the provision of

roadside assistance services. Special equipment may include go jacks, dolly wheels, power winches, extended cables and 4WD towing vehicles

we or us or our: Assist Australia Pty Ltd ("Assist"), BYD or Assist's employees, agents, contractors, and related companies.

PRIVACY STATEMENT

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 BYD, 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 4, 473 Bourke Street, Melbourne, Victoria 3000 or by email at privacy@theamsgroup.com.au or read our Privacy Policy (available at 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.