



CUPRA Assist

Terms and Conditions

Updated 28th December 2023

CUPRA Roadside Assist offers reliable and secure roadside assistance 24 hours a day, 365 days a year. To access CUPRA Roadside Assist, simply call us on 1300 409 736. 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 Vehicle Identification Number (VIN)
- A description of the problem

Who is the Roadside Assistance Provider?

Your CUPRA Roadside Assist membership is provided by 365 Assistance Pty Ltd ABN 59 160 076 200 trading as '365 Assistance' ('365'). Whenever you request roadside vehicle assistance under your membership, you will be making that request to 365 Assistance, who will provide the services on the terms and conditions set out below. The terms and conditions contain exclusions and limitations. A reference to 'we', 'us' or 'our' in these terms and conditions is to 365 Assistance.

Eligibility criteria

In order to be eligible for CUPRA Roadside Assist membership, your vehicle must be a roadworthy well-maintained vehicle. If your vehicle is not a roadworthy well-maintained vehicle, we may still arrange a roadside assistance provider to service your callout but we will inform you of the cost that will be charged to provide you with assistance. This cost will be your responsibility.

When will your 5 year CUPRA Roadside Assist membership start?

Every new CUPRA vehicle includes 5 years of Roadside Assist membership, commencing from the CUPRA New Vehicle Warranty Start Date.

Please stay with your vehicle

Once a 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 have to leave your vehicle for safety reasons, please advise the customer service assistant at the time of the initial call.

Tele-Assist

Once our customer service assistant receives your call, we will provide general advice about the operation of your vehicle. If your vehicle is immobilised, we will provide an over the phone diagnosis (where possible) to get your vehicle mobilised.

Roadside Assistance

If our customer service assistant is unable to get your vehicle mobilised over the telephone, we will dispatch a service provider to assist in the following ways:

Flat batteries

Flat batteries can occur. If you find yourself immobilised with a battery problem, we will attend to your vehicle, test the battery for performance, jump start the flat battery or coordinate a battery replacement if required. Should the battery still be covered under the warranty period, the battery replacement may be completed at no cost to you. However, if the battery is outside the warranty period or a nongenuine battery is used for the replacement, the cost of the replacement battery may be charged to you.

Emergency fuel

If your vehicle runs out of fuel, we will provide sufficient petrol, diesel or AdBlue (to a maximum of 10 litres) for you to travel to the nearest available petrol station. If you drive an LPG fuelled vehicle, we will tow your vehicle to the nearest petrol station, subject to the towing limits set out below. In the event that wrong fuel is added to the vehicle, towing to the nearest authorised repairer will be coordinated at your cost.

Flat tyres

If you find yourself with a flat tyre, we will change it with the vehicle's serviceable spare wheel. If your vehicle is not equipped with a spare wheel, we will transport the vehicle to an approved tyre outlet or authorised repairer, whichever is the nearest (subject to the towing/transportation limits). Should additional services be required beyond this due to multiple flat tyres, the spare tyre being unserviceable, replacement wheel studs/nuts not being available or locking wheel nut key not available, towing will 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:

- locate and deliver a spare key or
- arrange for the driver to retrieve the spare key, if this is more practical; or
- 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, we will arrange to transport the vehicle to an authorised repairer, where the appropriate entry methods may be used. 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 deliver your vehicle to either the nearest or your preferred authorised CUPRA Service Partner within the same Metro Area, or your preferred CUPRA Service Partner, up to 250km if you are in a Rural Area. 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 authorised repairer the next working day.

Accident Coordination

Following an accident, we will coordinate towing arrangements

where possible and will also provide advice on accident procedures. If required, we will coordinate alternative transport to enable you to continue your journey. All accident towing and alternative transport costs are your responsibility.

(Note that these costs, subject to the payment of any excess, may be recoverable from your insurance company under an appropriate insurance policy)

Bogged vehicle

We will attend and recover your vehicle from a bogged situation provided that reasonable and safe access is available to a conventional two wheel drive recovery vehicle and no other specialist equipment is necessary. If the vehicle cannot be accessed by a conventional two wheel drive recovery and/or specialist equipment is necessary, then all costs will be your responsibility.

Caravan & Trailer Assistance

If your vehicle suffers a breakdown and requires transportation to a repairer, we will transport the attached caravan or trailer to the same repairer or nearest safe location.

Taxi

If your vehicle cannot be mobilised due to a breakdown and must be transported to the nearest authorised repairer, we will provide multiple taxi rides within 24 hours, to a maximum value of \$150.00 (inc. GST) so you and your passengers can continue your journey to the nearest town or within the same city where the breakdown occurred. You will be required to pay for these at the time and submit a claim for reimbursement with your receipts.

Emergency accommodation

If your vehicle is immobilised by a breakdown and you are more than 150 kilometres from your home, we will provide three (3) nights of accommodation up to the value of \$150.00 (inc. GST) per night should you decide to remain with your vehicle while it is repaired locally, or if alternative transport is unavailable. In addition to three (3) nights of emergency accommodation, you may be eligible for a rental vehicle for up to three (3) days to a value of \$150.00 (inc. GST) per day should your vehicle be immobilised by a breakdown. Any amounts charged in excess of this limit will be at your cost. This benefit will stop once your vehicle has been repaired.

Car rental

If your vehicle is immobilised by a breakdown, we will provide a rental vehicle for up to ten (10) days. 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 kilometre charges, any traffic infringements, relocation fees, any damage and any excess or insurance waivers on the rental vehicle. Rental vehicle benefits cease on the day the vehicle has been repaired. Cannot be used in conjunction with Emergency Accommodation &/or Alternative Transportation.

Alternative transportation

Should hotel accommodation or a rental vehicle be unavailable following the immobilisation of your vehicle due to a breakdown and you are more than 150 kilometres from your home, we will transport you and your passengers to the next stop in your journey.

Vehicle relocation

Vehicle relocation will be provided where your vehicle has a breakdown more than 150 kilometres from your home and cannot be



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repaired on the same day. If you have left the vehicle to continue your journey, vehicle relocation will be provided to deliver the vehicle, once repaired, to your home or intended destination where the distance between you and the selected authorised repairer is greater than 100 kilometres. Alternatively, return transport will be provided to enable the driver to pick up the repaired vehicle.

Urgent message relay

Following a breakdown or accident, we will relay urgent messages to family, friends or business associates likely to be affected or concerned by the disruption or delay and/or provide advice on local transport options and alternatives.

Legal advice

Telephone legal advice is available from one of our preferred legal firms for preliminary advice on any matter involving the use or ownership of your vehicle. Advice is confidential and there are no consultation fees or telephone charges. It does not extend to written advice, preparation of briefs or personal interviews.

Medical advice

We will coordinate urgent telephone medical advice for you or someone travelling with you. You will be responsible for all associated medical costs.

Property Assistance

Should any household emergency arise due to fire, flood, storm, earthquake or burglary, whilst travelling more than 100km from your home in your vehicle, we will coordinate the appropriate services to attend the driver's home and minimise further loss or damage. We will arrange the assistance, however, all repair costs, supervision and authorisation of repairs are your responsibility.

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. the vehicle being unregistered;
 - C. the vehicle being unattended;
 - D. 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);
 - E. vehicle abuse or neglect by you (as reasonably determined by us or CUPRA);
 - F. you failing to use reasonable care with the vehicle;
 - G. failure by you to conduct regular preventative vehicle maintenance or provision of inappropriate repair or maintenance to the vehicle;
 - H. repeated service calls due to member related faults;
 - I. Failure by you to comply with any instructions or directions provided with or attached to the vehicle;

- J. accident damage, any damage arising from or caused by an impact or collision or accidental 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);
- K. failure by you to comply with instructions reasonably provided by us, our agents or service providers;
- L. failure by you to comply with any applicable road laws or regulations;
- M. vehicles over 3.5 tonne GVM (Crafters only are allowed up to 5 tonne GVM).

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. Additionally, if any of those events result in more than 3 callouts per year, we will be entitled to suspend your membership by giving you 30 days prior written notice with an explanation of the decision.
4. Services provided by us are also subject to:
 - Resources being reasonably available in the vicinity of the breakdown or problem;
 - 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);
 - Areas being trafficable by a two wheel drive recovery vehicle;
 - Vehicle accident or traffic congestion;
 - 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. Please contact us on 1300 409 736.

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.

Privacy

365 Privacy Policy explains how it deals with your personal information in order to provide you with CUPRA Roadside Assist and is available here.

CUPRA's Privacy Policy explains how CUPRA deals with your personal information and is available here.

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 or break in to the vehicle.
- **authorised repairer:**
a CUPRA Service Partner dealership, a servicing dealer or a repairer that has been authorised and approved by CUPRA to undertake workshop repairs to the vehicle. We are not responsible for any costs for work carried out by an authorised repairer 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.
- **minor breakdown repairs:**
minor repairs of an immobilised vehicle (including components) 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 vehicle's own power and as intended by the manufacturer when operating normally and not in need of assistance. "Immobile" and "immobilised" have the corresponding meaning.
- **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, airports, and concerts).
- **roadworthy well maintained vehicle:**
maintained vehicle that is mechanically sound and otherwise fit to be operated and driven 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



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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:**
includes all States and Territories within Australia (but specifically excludes Christmas Island, Cocos (Keeling) Island, Norfolk Island and Lord Howe Island).
- **service provider:**
a mobile mechanic, tow truck operator or other roadside assistance provider nominated by us.
- **serviceable spare:**
a wheel and tyre that is ready and able to be fitted to mobilise your vehicle after changing a flat tyre.
- **vehicle:**
your nominated vehicle registered on our roadside assistance system.
- **CUPRA:**
Volkswagen Group Australia Pty Ltd (ABN 14 093 117 876) trading as "CUPRA Australia"
- **we or us or our:**
365 Assistance, our employees, agents, contractors, and related companies.
- **you or your:**
the CUPRA Roadside Assist member