

## Autopilot

Autopilot advanced safety and convenience features are designed to assist you with the most burdensome parts of driving. All new Tesla cars come standard with driver assistance features such as emergency braking, collision warning and blind-spot monitoring.



## Autopilot | Included

- Enables your car to steer, accelerate and brake automatically for other vehicles and pedestrians within its lane.

## Full Self-Driving Capability

- Auto Lane Change: automatic lane changes while driving on the motorway.
- Autopark: both parallel and perpendicular spaces.

### Coming later this year:

- Recognise and respond to traffic lights and stop signs.
- Automatic driving on city streets.
- Summon: your parked car will come find you anywhere in a car park. Really.
- Navigate on Autopilot: automatic driving from motorway on-ramp to off-ramp including interchanges and overtaking slower cars.

☒ Option Selected

\$8,500

### Includes the Full Self Driving Computer

Full Self-Driving Capability is available for purchase post-delivery, prices are likely to increase over time with new feature releases

The currently enabled features require active driver supervision and do not make the vehicle autonomous. The activation and use of these features are dependent on achieving reliability far in excess of human drivers as demonstrated by billions of kilometers of experience, as well as regulatory approval, which may take longer in some jurisdictions. As these self-driving features evolve, your car will be continuously upgraded through over-the-air software updates.

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## Full Self-Driving Capability

- Navigate on Autopilot: automatic driving from motorway on-ramp to off-ramp including interchanges and overtaking slower cars.
- Auto Lane Change: automatic lane changes while driving on the motorway.
- Autopark: both parallel and perpendicular spaces.
- Summon: your parked car will come find you anywhere in a car park. Really.

### Upcoming:

- Recognise and respond to traffic lights and stop signs.
- Automatic driving on city streets.

☐ Select Option

\$8,500

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**From:** ### < >  
**Sent:** Monday, December 11, 2023 7:01:11 PM  
**To:** ### < [###@tesla.com](mailto:###@tesla.com) >  
**Subject:** Re: Request for Refund on Full Self-Driving Feature

Dear Tesla Motors,

I am writing to formally request a refund for the Full Self-Driving (FSD) feature that I purchased with my Tesla Model 3 on April #, 2020, for \$8,500. Invoice number ###

I have been a loyal Tesla customer and supporter, (currently driving my second Tesla and looking to sell my current to purchase another); however, the FSD feature has not been delivered as promised. When I purchased this upgrade, the Tesla website explicitly stated that it would include "Automatic driving on city streets" "coming later this [2020] year". As of the date of this letter, almost four years post-purchase, this capability has not been activated or provided in my vehicle. Please refer to the attached screenshot from your website, dated at the time of my purchase, clearly outlining these features.

Given the significant amount of time that has passed and the non-delivery of the promised features, I believe I am entitled to a refund under Australian Consumer Law. The product sold to me was not as described and did not meet the promises made at the time of sale.

I kindly request a full refund of \$8,500 for the FSD feature. I hope to resolve this matter amicably and continue my relationship with Tesla. However, should this issue not be resolved to my satisfaction within 14 days, I am prepared to pursue further action, including filing a claim in small claims court.

Thank you for your attention to this matter. I look forward to your prompt response.

Sincerely,

##

Attachment: Screenshot of Tesla Website from Wayback Machine.

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Tesla Motors Australia, Pty Ltd.

ACN 142 889 816

Level 14, 15 Blue Street,

North Sydney 2060 NSW

Australia

15 January 2024

Dear ##,

**RE: Invoice ## Full Self Driving ('FSD') Refund**

We are writing to you in reply to your e-mail dated 11 December 2023 (**Your e-mail**) to Tesla Motors Australia, Pty Ltd (**Tesla, we**) requesting a refund of the purchase price of the Full Self-Driving software (**FSD**) that was configured to your Tesla Model 3 vehicle with VIN ### ( **Vehicle**), claiming that the FSD has not been delivered as promised by Tesla.

We have reviewed the matters raised in Your e-mail and will not be providing you with the refund sought on the basis that:

1. the screenshot of the Tesla website as at 18 December 2019 you provided as an attachment to Your e-mail (which we understand was taken utilising the Wayback Machine online service at <https://archive.org/web/> (**'Wayback'**)) predates your FSD purchase made on 15 April 2020 by approximately 4 months.
2. the 'Coming later this year' text in regard to the 'Automatic driving on city streets' feature of FSD on the Tesla website was removed in March 2020 prior to your purchase;
3. the Wayback screenshot of the Tesla website as at 14 April 2020 included at Annexure 1 shows the 'Automatic driving on city streets' feature as 'Upcoming';
4. in any event, at all relevant times, the FSD product page on the Tesla website was explicitly and clearly qualified by the disclosure statement that the activation and use of the certain FSD features were dependent on achieving reliability far in excess of human drivers as well as regulatory approval, which may take longer in some jurisdictions; and
5. although the 'Autosteer on city streets' feature has not yet been made available in Australia, you have had the benefit of available FSD features since the date of your purchase which has improved over time with over the air software updates.

Whilst this may not be the outcome you were seeking, we do want to thank you for your loyalty and support as we strive to create the latest in vehicle technology. We note that you have mentioned you plan on potentially selling the Vehicle in order to purchase a new Tesla, and take this opportunity to remind you that FSD is permanently configured to the Vehicle such that it can be sold with the FSD configuration.



Tesla Motors Australia, Pty Ltd.

ACN 142 889 816

Level 14, 15 Blue Street,

North Sydney 2060 NSW

Australia

Sincerely,

###

Business Resolutions

Tesla Motors Australia Pty Ltd.

26 February 2024

**By email only:      ###@tesla.com**

Tesla Motors Australia, Pty Ltd  
Level 14  
15 Blue Street  
North Sydney NSW 2060

**Attention: ###**

Dear Sir/Madam,

### Claim against Tesla Motors Australia Pty Limited  
Demand Refund of Cost of Full Self-Driving Capability  
Invoice number ###  
Tesla Model 3 - VIN ### ( Vehicle)

We act on behalf of ###.

We have been handed a copy of your letter of 15 January 2024 (**Letter**) (copy **attached**) addressed to our client in response to our client's request for a refund of the above invoice relating to the purchase of the Full Self-Driving (**FSD**) capability in respect of the above Vehicle.

We are, frankly, surprised by your inappropriate and unreasonable response given that:

1. our client paid for the FSD feature approximately four years ago in April 2020;
2. the FSD feature has not been supplied; and
3. our client is a loyal customer of Tesla, having purchased 2 Tesla vehicles to date, having encouraged many friends and family to purchase Teslas and now looking to purchase a third Tesla.

We are instructed to reply to your Letter as follows:

1. On 28 February 2020, our client paid \$101,394 to purchase the Vehicle.
2. On 15 April 2020, our client paid an additional \$8,500 to purchase the FSD feature for the Vehicle.



3. Although our client may have provided a screenshot of the Tesla website which predates the purchase in April 2020, your website contained the representation “Coming Later This Year” (**First Representation**) before our client actually purchased the Vehicle.
4. You assert that the First Representation was removed in March 2020, which is one month after our client purchased the Vehicle and only one month before our client purchased the FSD.
5. You also assert that the Tesla website was changed to state that the FSD feature was “Upcoming” (**Second Representation**) and have provided a wayback machine screenshot of the Tesla website as at 14 April 2020 containing the Second Representation.
6. As no evidence has been provided by you to prove when the Tesla website was actually changed from the First Representation to the Second Representation other than the screenshot from the wayback machine on 14 April 2020, a Court will find that the earliest that the change was made was on 14 April 2020, which is **only one day before** our client purchased the FSD.
7. For the record, our client does not admit that the Tesla website showed the Second Representation (instead of the First Representation) when he purchased the FSD feature given the change only appears to have occurred one day before.
8. Although you do not state it expressly, you seem to be inferring that, by making the Second Representation (instead of the First Representation) (if, indeed, it was made one day before our client purchased the FSD feature), this somehow excuses the misleading or deceptive conduct and/or false or misleading representation that the FSD feature will be provided to our client later that year (i.e. in 2020) - it does not.
9. Even if you take the Second Representation at its highest, and that is that FSD will be “upcoming”, that representation was false and/or misleading, because FSD has still not been supplied to our client four years after paying for it.
10. It is plainly unreasonable that a customer should have to wait more than four years for a product it has already paid for to be supplied, even if that product was “upcoming”. According to the English dictionary, the word “upcoming” means “about to happen”, “happening soon” or “forthcoming”. It cannot be reasonably argued that FSD was “about to happen”, “happening soon” or has been “forthcoming” in the context of a customer purchasing a product and expecting to receive that product soon when that customer does not receive the product after four years.
11. The First Representation and Second Representation by Tesla constitute:
  - a. misleading and/or deceptive conduct under section 18 of the *Australian Consumer Law*, being scheduled to the *Competition and Consumer Act 2010* (Cth); and
  - b. false or misleading representations about goods, with respect to the performance characteristics, accessories, uses or benefits under section 29 of the *Australian Consumer Law*.
12. In any event, irrespective of whether the First Representation or Second Representation was made or, for that matter what those representations mean, the simple reality is Tesla has not honoured its legal obligation to supply the FSD feature to our client, despite our client paying for it four years ago. In other words, there has been a failure of consideration and our client is entitled to a full refund of the price paid for the purchase of FSD plus interest.

13. The failure by Tesla to supply the FSD feature also constitutes a breach of the consumer guarantees under the *Australian Consumer Law*, including the guarantee relating to the supply of goods by description under section 56 of the *Australian Consumer Law*.
14. By reason of Tesla's breaches of the *Australian Consumer Law*, as well as its breach of its contract to supply the FSD feature, our client is entitled to a full refund of the price paid for the FSD and interest.
15. Further, if the First Representation and/or Second Representation had not been made or if our client knew that FSD would not be supplied by the end of 2020 or, for that matter, within 12 months of purchase, our client simply would not have paid \$8,500 to purchase it.
16. Your comments about the Tesla website stating that the activation and use of certain FSD features were dependent upon achieving reliability and regulatory approval which may take longer in some jurisdictions, does not relieve Tesla of its obligation to either supply the FSD feature (which it was contractually obliged to supply to our client within a reasonable time) or to refund the purchase price.
17. Further, the fact that the "auto steer on city streets" feature has not been made available in Australia further evidences Tesla's failure to supply the FSD feature it contractually agreed to supply to our client.
18. Paragraphs 4 and 5 of your Letter amount to admissions by Tesla that it has not honoured its obligations to supply the FSD feature to our client.

Having regard to the above matters, we are instructed to demand that you pay the sum of \$8,500 to our client within seven days from the date of this letter. Payment may be made by cheque made payable to our client and sent care of our office address. If you prefer to make payment via EFT, please confirm as much and we will provide our client's bank account details to effect payment.

If payment is not made within the nominated timeframe, we are instructed that our client will commence legal proceedings to recover the amount, plus interest (for the past four years) and legal costs and consider other actions he may take, without further notice to you. We trust this will not be necessary.

Our client reserves all his rights.

We await your prompt reply.

Yours faithfully

**### Lawyers**





Tesla Motors Australia, Pty Ltd  
ACN 142 889 816  
Level 14, 15 Blue Street  
NORTH SYDNEY 2060 NSW  
Australia

15 March 2024

Dear [lawyer]

**RE: ### Claim against Tesla Motors Australia Pty Limited**

We refer to your letter to Tesla Motors Australia Pty Ltd (**Tesla**) dated 26 February 2024 (**Your Letter**) in relation to the demand to refund the Full-Self Driving (**FSD**) software applicable to Tesla Model 3 VIN ### (**Vehicle**) purchased by ### (**Your Client**). Please note that capitalised terms used in this letter have the same meaning as in Your Letter unless indicated otherwise and that matters not directly addressed herein are not admitted by reason of such omission.

Kindly note that due to an administrative error in our communication dated 15 January 2024 (**Our Letter**), the VIN in the body of the letter was noted as ### and then echoed in Your Letter. The VIN in the filename of Our Letter is the correct VIN noted above.

Tesla is committed to providing the highest levels of service to our customers and so we regret that Your Clients recent experience with us has not been to its satisfaction. Our response to the matters raised in Your Letter is below:

1. On 15 April 2020, Your Client purchased FSD in the amount of \$8,500, inclusive of GST, via the Tesla Australia website.
2. On 11 December 2023, Your Client submitted a request for Tesla to refund FSD via e-mail to Tesla sales (**Refund Request**), whereby he alleged that the First Representation was made prior to purchase of



Tesla Motors Australia, Pty Ltd  
ACN 142 889 816  
Level 14, 15 Blue Street  
NORTH SYDNEY 2060 NSW  
Australia

FSD from our website on 15 April 2020.

3. Your Client proceeded to purchase FSD under the Second Representation, yet submitted to Tesla on the Refund Request that he made the purchase under the First Representation which later was discovered to be false. Further it is inconsequential as to whether this occurred one year, one month, or one day prior to purchase, as it is clear that Your Client proceeded to make the purchase under the Second Representation and never had made any purchase decision upon reliance of the First Representation whatsoever.

4. Regardless, in both the First Representation and Second Representation, the disclaimer explicitly stated that the activation and use of the certain FSD features were dependent on achieving reliability far in excess of human drivers as well as regulatory approval. It is important to note that in both representations, no terms and conditions were elsewhere and were in full display for Your Client prior to purchase.

5. FSD is iterative technology, improved with over-the-air (**OTA**) software updates that Your Client has enjoyed for almost 4 years. Due to its iterative nature, further OTA software updates will continue to be deployed, including FSD after regulatory and safety approvals are completed. Whilst we acknowledge that Autosteer on city streets is still upcoming, Traffic light and stop sign recognition had already been released and is currently available for use by Your Client. Therefore, we reject that FSD has not been supplied to your client.

6. You allege that Your Client would not have purchased FSD if he was aware it would not be completed before the end of 2020 or within 12 months of purchase. Tesla reject this as Your Client has not raised any concerns in almost 4 years.

8. For the reasons outlined above, Tesla will not be providing Your Client with a refund of \$8,500.



**Tesla Motors Australia, Pty Ltd**

ACN 142 889 816

Level 14, 15 Blue Street

NORTH SYDNEY 2060 NSW

Australia

Kind regards,

###

Business Resolutions Specialist | Australia & New Zealand

**Tesla Motors Australia, Pty Ltd**

2 April 2024

###

Tesla Motors Australia, Pty Ltd  
Level 14  
15 Blue Street  
North Sydney NSW 2060

Dear ### ,

**### | Claim against Tesla Motors Australia Pty Limited**  
**Demand Refund of Cost of Full Self-Driving Capability**  
**Invoice number #####**  
**Tesla Model 3 - VIN ### (Vehicle)**

We refer to our letter of 26 February 2024 and your reply of 15 March 2024.

We are instructed to respond as follows:

1. Your attempt to justify your failure to supply a product which was purchased over 4 years ago is, with respect, flawed and disingenuous.
2. Although our client maintains that your website stated that the **Full** Self Driving capability (our emphasis added) would be "Coming Later This Year" when our client purchased the Vehicle, the fact is that, even if you changed your website to state that it was "Upcoming" (which is not admitted), it still engaged in misleading and deceptive conduct and/or made false and misleading representations about the supply of the **Full** Self Driving product because, despite the lapse of over 4 years since the purchase, you have not yet supplied the **Full** Self Driving product.
3. On any view, it is plainly unreasonable to suggest that a consumer should have to wait more than 4 years after paying for a product to receive the product.
4. Providing one small component of the **Full** Self Driving product, in the form of traffic light and stop sign recognition, does not equate to providing the whole **Full** Self Driving product.

5. The need to achieve reliability testing and regulatory approval does not assist your client in resisting the request for a refund. On the contrary, as you have not met these conditions, and not supplied the product, you are therefore obliged to give a full refund to our client.
6. Your response illuminates the fact that the **Full** Self Driving product has not been supplied, despite our client paying for the product over 4 years ago.
7. You should not and cannot take any comfort from our client's delay in seeking a refund. Such delay does not amount to any acquiescence to your failure to supply the **Full** Self Driving product.
8. Your conduct in continuing to refuse our client a refund in the circumstances and in also denying him his *Australian Consumer Law* rights is concerning. It highlights the need for *Australian Consumer Law* compliance training for your staff.

Given that our client has patiently waited four years for a product that was never delivered, our client claims not only a refund but also compensation for the time lost. In the circumstances, we invite you to reconsider your position to refund the amount paid by our client (\$8,500) plus interest. This request for interest is consistent with our initial demand and reflects the financial impact of the prolonged waiting period.

Further, given your failure to comply with the original demand and the further legal costs incurred by our client, which our client should not have had to incur if you had refunded the amount after his first request, our client now also seeks legal costs in the discounted amount of \$1,500. Our client has incurred in excess of this amount in legal costs.

Therefore, in addition to the original sum, our client is seeking an additional \$3,300, comprising \$1,800 in interest at the pre-judgment interest rates under the *Civil Procedure Act 2005* and \$1,500 in legal costs to settle his claim.

In other words, our client now demands the payment of \$10,800 within 7 days from the date of this letter to settle his claim. If payment is not made within 7 days, we are instructed that our client will commence legal proceedings and take such further action as he considers necessary, without further notice to you.

Yours faithfully  
**### Lawyers**



Tesla Motors Australia, Pty Ltd  
ACN 142 889 816  
Level 14, 15 Blue Street  
NORTH SYDNEY 2060 NSW  
Australia

23 April 2024

Dear [lawyer],

**RE: ### Claim against Tesla Motors Australia Pty Limited**

We refer to previous correspondence in this matter. Capitalised terms used in this letter have the same meaning as in Your Letter unless indicated otherwise and that matters not directly addressed herein are not admitted by reason of such omission.

Tesla refers to and repeats its position set out in previous correspondence in regard to the various allegations made against it regarding alleged failures to comply with the Australian Consumer Law (**ACL**) and any contract with Your Client in respect of Your Client's purchase of the FSD capability. In response to your latest correspondence of 2 April 2024 (**Second Letter**), Tesla says further that:

1. We note that Your Client now appears to resile from the position that he was allegedly misled by either the First Representation or Second Representation, and instead now claims, without evidence or elaboration, that the name of the FSD capability itself misled him into purchasing FSD by reason of the use of the word 'Full' and that the FSD product he purchased was fully autonomous vehicle technology that has not been delivered.
2. At the time Your Client purchased FSD on 15 April 2020, Tesla's website clearly displayed the FSD features available at the time of purchase as well as those that were not yet available but upcoming, with such upcoming features subject to clear disclaimers that availability was



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ACN 142 889 816  
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NORTH SYDNEY 2060 NSW  
Australia

conditional on certain events, which may take longer in some jurisdictions, with no guarantee given as to when such features would be made available.

3. Presented with this information, Your Client voluntarily elected to purchase the FSD capability with the features available at the time, with no guarantee as to when other features would be made available, which Tesla subsequently supplied. Tesla rejects the claim made in your Second Letter that it has not supplied the FSD product purchased by Your Client.
4. At the time Your Client purchased FSD, Tesla did not represent that the FSD capability purchased constituted autonomous driving technology that would enable autonomous driving or represent when such technology would be made available. The implication otherwise in your Second Letter is rejected.
5. As noted in our most recent correspondence, FSD is iterative technology that is updated periodically with OTA software updates, including the traffic light and stop sign recognition feature that was upcoming at the time Your Client purchased FSD and has since been made available for use by Your Client.
6. A reasonable consumer in Your Client's position would appreciate that advanced automotive technology such as FSD is highly complex and certain innovative features are subject to achieving acceptable levels of reliability as well as satisfying regulatory requirements prior to being made available to consumers, as clearly stated on Tesla's website at all relevant times.

Accordingly, Tesla rejects the demands made in your Second Letter.

Kind regards,

###

Business Resolutions Specialist | Australia & New Zealand

**Tesla Motors Australia, Pty Ltd**