



# MECHANIC – PREFERRED

## INTRODUCTION

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We would like to take the opportunity to introduce you to our Warranty.

We appreciate that the purchase of a Vehicle is a big decision, and we believe that the benefits provided by our Warranty can provide peace of mind.

This is NOT an insurance policy nor are we insurers. It is not associated with any Manufacturer nor is it an extension of any warranty provided by a Manufacturer. It is not in substitution of any warranties or guarantees we are required to supply by law. It is an additional extended warranty supplied by us in respect of the Vehicle we sell to you.

You are not obliged to purchase this Warranty as a condition of your Finance Contract.

The terms and conditions of the Warranty are contained in this document, and they are the contract between you and us. When you sign the Schedule, you are agreeing to be bound by these terms and conditions.

**PLEASE TAKE THE TIME TO READ THROUGH THIS WARRANTY DOCUMENT CAREFULLY AND RETAIN IT FOR YOUR RECORDS.**

We suggest you store this document, the Schedule and any other documents that we give you in relation to our Warranty in a safe place. These documents together form and are referred to as your Warranty and must be read together.

We have appointed a Warranty Administrator who will deal with the administration of our Warranty program including collecting payments, authorising repairs and managing any changes you need to make such as cancellations/change of ownership. They are your first point of contact for any enquiries after you purchase this Warranty. Their contact details are on page 14 of this document.

## TO BE ELIGIBLE FOR THIS WARRANTY

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To be eligible for this Warranty:

- You must be at least 18 years of age;
- the Vehicle must be a motor Vehicle with a carrying capacity of less than 2 tonnes;
- You must not use or intend to use the Vehicle:
  - in competitions, rallies, racing, pace making, reliability trials, speed or hill climbing;
  - for carrying and/or towing loads above the gross combination weight of the trailer and your Vehicle, as specified by the Manufacturer;
  - as a rental vehicle;
  - for carrying passengers for hire or reward;
  - for delivery or courier use;
  - as a Police or emergency Vehicle;
  - for driver instruction or tuition for reward;
  - in connection with mining and or excavation activities;
  - outside Australia; and
- the Vehicle must be roadworthy and registered (this will be certified by us at the time of purchase of the Vehicle).



## DEFINITIONS AND INTERPRETATION

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Some words have a special meaning in this Warranty document. These words are listed below.

Headings are provided for reference only and do not form part of the Warranty for interpretation purposes.

<b>Australian Consumer Law:</b>	Means the Australian Consumer Law found in Schedule 2 of the Competition and Consumer Act 2010.
<b>Consequential Loss:</b>	Means any consequential loss, damage or liability or loss of profit, incurred as a result of the mechanical failure of a Component/Part.  This includes, but is not limited to, mechanical damage caused by the initial mechanical failure of the Component/Part (subsequent mechanical damage), except where: <ul style="list-style-type: none"> <li>• You could not have taken reasonable steps to prevent the subsequent mechanical damage; or</li> <li>• You have taken reasonable steps to prevent the subsequent mechanical damage.</li> </ul>
<b>Component/Part:</b>	Are the listed components outlined under the heading Components/Parts.
<b>Dealer:</b>	Means us, the selling dealer listed in the Schedule.
<b>Family Member:</b>	A spouse, de facto partner, parent, parent-in-law, daughter, son, daughter-in-law, son-in-law, brother, sister, brother-in-law, sister-in-law, grandchild, grandparent, stepparent, stepchildren, fiancé or fiancée or guardian.
<b>Finance Contract:</b>	Means a legal agreement with a Financier which describes the terms and conditions under which the Vehicle has been financed or leased to you, as stated in the Schedule. The agreement must have the Vehicle as stated on the Schedule listed as security for the finance or lease provided under the agreement.
<b>Financier:</b>	Means the Finance Company or credit institution, named in the Schedule that you have entered into the Finance Contract with.
<b>Manufacturer:</b>	Means the manufacturer of the Vehicle.
<b>Manufacturer Warranty:</b>	Means the original warranty coverage provided by the Manufacturer as an express warranty from the date of first registration of the Vehicle. It does not include any Statutory Warranty or consumer guarantee applicable under the Australian Consumer Law.
<b>Maximum Benefit:</b>	Means the maximum amount, in aggregate, for any and all claims, that may be paid under the terms and conditions of this Warranty, which will be equal to the Vehicle Purchase Price.
<b>Mechanical Breakdown:</b>	Means the sudden and unforeseen failure of a Component/Part of the Vehicle due to a defect relating to the quality of the Vehicle including workmanship, roadworthiness or defective material(s). It does not include any failure otherwise excluded by the Warranty such as by Normal Wear & Tear, failure to maintain and reserve to a reasonable standard, or accidental damage caused by a collision (see in particular the 'What Is Not Paid' section).
<b>Normal Wear &amp; Tear:</b>	Means the gradual reduction or deterioration in operating performance of a Component/Part of the Vehicle, having regard to the age of the Vehicle and the distance it has travelled.
<b>Repairer:</b>	A registered mechanical automotive repair business employing at least one fully qualified automotive mechanic and who has the relevant equipment and skills to carry out all maintenance and repair work to the standard of the Manufacturer of the Vehicle. It does not include you or a Family Member.
<b>Schedule:</b>	Means the current document of that name provided by us in relation to this Warranty. The Schedule forms part of terms and conditions of the Warranty.



<b>Service Records:</b>	Means the copies of service history which show that you have complied with the servicing requirements of the Warranty.
<b>Statutory Warranty:</b>	Means any repair and replacement rights which are a statutory warranty that applies to the sale of the Vehicle under State or Territory legislation. It does not include any consumer guarantee applicable under the Australian Consumer Law or a Manufacturer Warranty.
<b>Total Loss:</b>	Means the Vehicle is considered damaged beyond economical repair by a Repairer or is stolen and not recovered.
<b>Vehicle:</b>	Means the motor vehicle, including any accessories or modifications, that is described in the Schedule.
<b>Vehicle Purchase Price:</b>	Means the amount paid for the Vehicle, registration, dealer delivery fees and statutory insurance including any Government taxes and charges but excluding all other costs. For the avoidance of doubt, the Vehicle Purchase Price does not include extended warranty costs, stamp duty or transfer fees.
<b>Warranty:</b>	Means this warranty, which includes the terms and conditions contained in this document and the Schedule.
<b>Warranty Administrator:</b>	Means Eric Insurance Limited.
<b>Warranty Cost:</b>	Means the price paid by you for the Warranty, including applicable taxes like GST.
<b>Warranty Duration:</b>	Means the period between the Warranty Start Date and Warranty end date as specified in the Schedule.
<b>Warranty Period:</b>	Means the period beginning on the Warranty Start Date and ending on the date the Warranty expires or terminates earlier in accordance with these terms and as set out under the heading 'What Is The Period Of This Warranty?'.
<b>Warranty Start Date:</b>	Means the date specified in the Schedule as the date that the Warranty commences.
<b>We, we, us, our:</b>	Means the Dealer who sold you the Vehicle and this Warranty.
<b>You, you, your:</b>	Means the person(s) named in the Schedule as the registered owner of the Vehicle, or who has been named in the Schedule and has the registered owner's express or implied consent to be in control of the Vehicle or any other party having a liability under the Finance Contract under which the Vehicle is secured.

## INFORMATION ABOUT YOUR RIGHTS UNDER THE LAW

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Your Vehicle comes with a Manufacturer Warranty and/or with a Statutory Warranty and is also subject to consumer guarantees under the Australian Consumer Law. In that respect:

*Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.*

Any benefits that you may have under this Warranty are in addition to other rights and remedies you have under any laws in relation to the goods or services to which this Warranty relates, including any consumer guarantees under the Australian Consumer Law.

If you choose to purchase this Warranty, you will be purchasing the benefits described in this document in accordance with the terms and conditions of the Warranty. There may be additional terms and conditions relating to the usage of roadside assistance services and these will be supplied to you.

In some cases, this Warranty may overlap with or differ from rights and remedies available to you by law including rights under the Australian Consumer Law. Any rights or remedies you may have under any laws will not be affected by purchasing this Warranty.

This Warranty provides you with benefits that are in addition to your rights and remedies under the Australian Consumer Law. In summary, these additional benefits include:



- 'Out of pocket' expenses – Payment of additional 'out of pocket' costs you may have relating to the Mechanical Breakdown of your Vehicle, including towing, car rental and accommodation.
- Repairer network throughout Australia – If you don't wish to have the repairs covered by this Warranty undertaken by us, with permission from the Warranty Administrator you can access your choice of Repairer, or a network of approved Repairers located in different places throughout Australia at your convenience.
- Certainty of Repairs – In a situation where a Manufacturer Warranty or Statutory Warranty has expired or will expire shortly, whilst there may be some legal protection under the Australian Consumer Law, the extent length of the protection is unknown. This because it can depend on a range of factors which can include the age, cost and quality of the Vehicle, how the Vehicle is used, and the number of kilometres travelled. You may have to engage with the Manufacturer or the Dealer to enforce your legal rights and this could be a lengthy and/or expensive process. This Warranty gives you peace of mind that your claim will be managed efficiently.
- Speed of claim approval – The majority of Warranty claims are assessed by the Warranty Administrator on the same day the claim is reported, so approved repairs are acted on quickly and you get your Vehicle back on the road as soon as possible.
- Transfer of Ownership – You can transfer this Warranty to the new owner of the Vehicle through a private sale, subject to the terms set out in the "What happens if you sell your Vehicle?" section being met and a transfer fee of \$50 being received.
- Complaints and dispute handling process – An efficient complaints handling process operated by the Warranty Administrator if you are not satisfied in any way with this Warranty, the quality of repairs or our service, we have an easy to follow process to help with your complaint, please contact the Warranty Administrator on 1800 999 977.

## SUMMARY OF SOME BENEFITS THIS WARRANTY CAN PROVIDE

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There are a number of additional benefits provided with this Warranty. Including:



up to the limits applicable to those additional benefits.

This Warranty also comes with:



**Quality guarantee:** If the Vehicle suffers a Mechanical Breakdown during the Warranty Period, any authorised repairs carried out under this Warranty will be guaranteed for the remaining Warranty Period;



**Ease of claim lodgement:** If an event which may give rise to a claim occurs, simply bring your Vehicle, this document and the Schedule to us;



**Speedy claims assessment:** Claims are assessed during normal working hours, normally within 12 hours of the Warranty Administrator receiving a diagnosis of the problem and quote for the repair; and the problem and quote for the repair; and



**No limit to number of claims:** There is no limit to the number of claims you can make under this Warranty during the Warranty Period, up to the Maximum Benefit and subject to any other applicable limits.

## YOUR PRIVACY

You will be supplying the Warranty Administrator with personal information. They collect this information for the purposes of administering your Warranty. This includes processing claims and responding to your queries. When we collect this information, we will provide it to the Warranty Administrator.

You can choose not to provide some of the details or all of your personal information, but this may affect our ability to provide the Warranty or for the Warranty Administrator to assess the claims or provide other administration services to you.

By providing your personal information, you acknowledge and consent that it can be collected and used for the above purposes.

Your personal information may be disclosed on a confidential basis to:

- Related entities;
- Financiers; and/or
- Law enforcement agencies; and
- Service providers such as assessors, insurers or repairers and agents of these.

We prohibit the above entities from using your personal information for purposes other than those we supplied it for.

With some exceptions you have rights of access to, and correction of, your personal information upon request by contacting us or the Warranty Administrator.

Where you provide personal information to the Warranty Administrator about another person, you must be authorised to provide that information to us and inform that person who we are, how we use and disclose their information, and how they can gain access to that information.

The Warranty Administrator's privacy policy can be found at: [ericinsurance.com.au/privacy-policy/](http://ericinsurance.com.au/privacy-policy/)

## WARRANTY COVERAGE

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### Mechanical Breakdown Benefit

If a Component/Part suffers a Mechanical Breakdown during the Warranty Period in Australia, we will either:

- Repair; or
- Pay for the reasonable cost to repair,

the Component/Part, subject to the Maximum Benefit.

If a Component/Part requires replacement, the Repairer will replace them with components consistent with the age and condition of your Vehicle and those components will meet available manufacture technical specifications and or applicable Australian design rules.

### Maximum Benefit

Regardless of the number of claims made for any benefit under this Warranty, the maximum amount payable for all claims combined under the Warranty (Maximum Benefit) is limited to the Vehicle Purchase Price. The maximum amount payable for any one claim is \$3,000. The Maximum Benefit is calculated in context of repair costs including GST charged by the Repairer which is payable by us.

## ADDITIONAL BENEFITS

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In the event of a claim accepted by us for Mechanical Breakdown, the following additional benefits are provided. Where applicable, we pay for reasonable and necessary costs and charges incurred. Such costs and charges will be reimbursed upon the submission of receipts or invoices. The amounts mentioned in this Additional Benefit section are all inclusive of GST.

**Towing:** We will pay for any reasonable and necessary costs and charges incurred to tow your Vehicle to us up to \$100 for any one claim, and subject to a limit of \$300 for all claims during the Warranty Period.

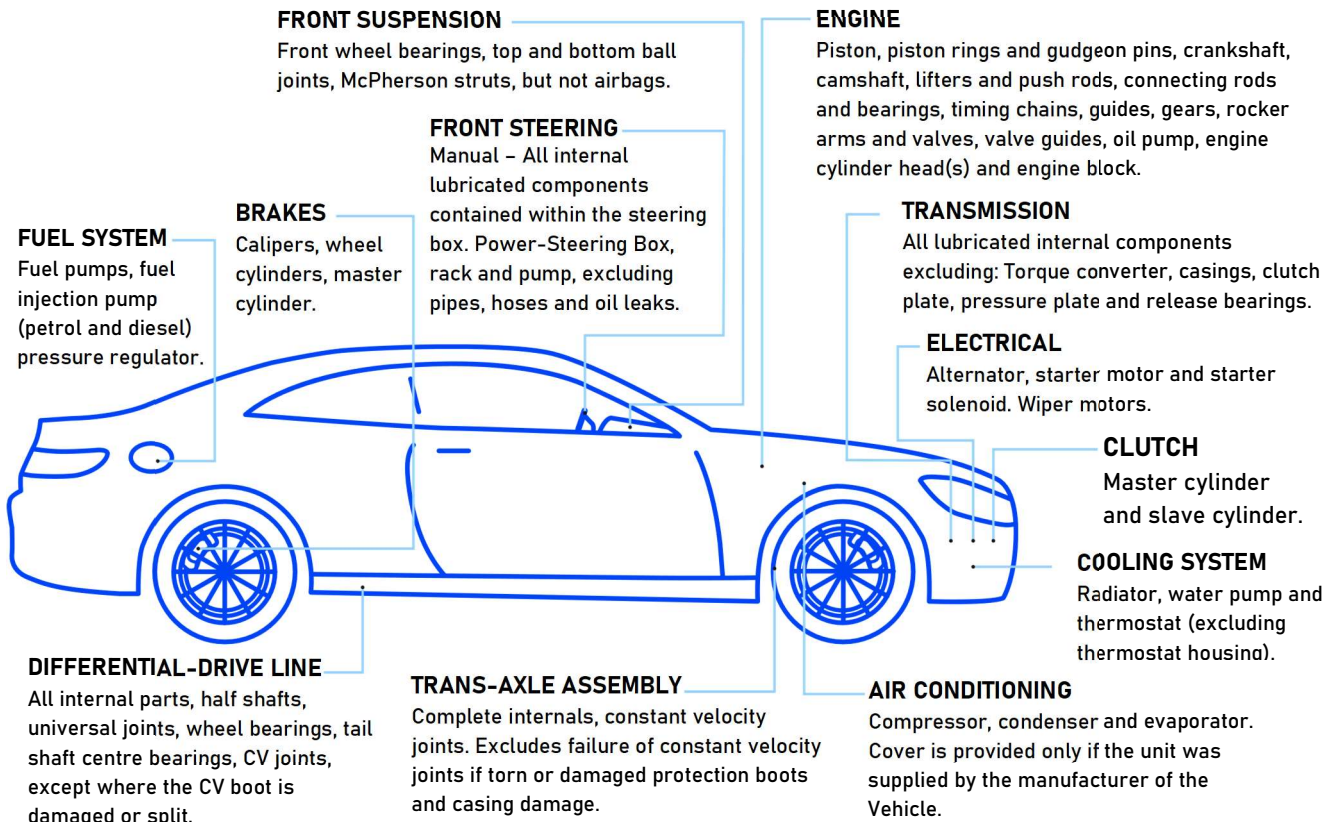
**Accommodation:** We will pay up to \$500 during the Warranty Period towards the cost of reasonable and necessary accommodation if the Vehicle experiences a Mechanical Breakdown and cannot be driven when more than 100kms from your home address and repairs cannot be completed on the day of authorisation.

**Car Hire:** We will reimburse you for car hire cost if the repair of your Vehicle as authorised by us takes more than 2 consecutive days to be completed after the date of authorisation. We will pay up to a maximum of \$500 during the Warranty Period.

**Quality Guarantee:** If the Vehicle suffers a Mechanical Breakdown during the Warranty Period, any authorised repairs carried out under this Warranty will be guaranteed for the remaining Warranty Period.

## COMPONENTS / PARTS

Subject to the terms set out in these terms and conditions, we will pay if one or more of the following Component/Part suffers a Mechanical Breakdown (any item not specifically listed is not covered by this Warranty):



These parts are covered during the Warranty Period provided that Your Vehicle has only been used in the manner for which that model, class and type of Vehicle is designed and has been regularly and competently serviced in accordance with the requirements of this Warranty under the heading 'Servicing'.

## WHAT IS NOT PAID FOR

- Damage to a Component/Part as a result of:
  - Overheating;
  - Impact or a road traffic accident;
  - Modifications made to the Vehicle by you after purchase from us;
  - Non-Manufacturer fitted parts, which have not been fitted to the Australian design rules;
  - Not being maintained in accordance with the service requirements of this Warranty (see section titled 'Servicing');
  - Misuse, neglect, abuse or improper servicing or any repairs required as a result of continued operation of the Vehicle once a defect or failure has occurred;
  - Failure to maintain proper levels of fluids, fuels, lubricants or coolants or contamination of fluids;
  - Use of incorrect types and grades of fuel, oil or lubricants or any contaminated fuel, oil or lubricants;



- Corrosion, rust, fire, illegal use (including damage as a result of the theft of the Vehicle), malicious damage, impact, accident, earthquake, Flood or other occurrence of nature, riot or civil commotion, war, terrorism, invasion, strikes or resulting from nuclear fission, fusion or radioactivity;
- The Vehicle being fitted with an LPG unit other than a unit supplied, fitted and endorsed by the Manufacturer; or
- Normal Wear & Tear or the gradual reduction in operating performance of the Vehicle or Component/Part; or
- CV joints or any shafts where the dust boot is damaged;
- Using the Vehicle:
  - in competitions, rallies, racing, pace making, reliability trials, speed or hill climbing;
  - for carrying and/or towing loads above the gross combination weight of the trailer and your Vehicle, as specified by the Manufacturer;
  - as a rental vehicle;
  - for carrying passengers for hire or reward;
  - for delivery or courier use;
  - as a Police or emergency Vehicle;
  - for driver instruction or tuition for reward;
  - in connection with mining and or excavation activities;
  - outside Australia; and
- Any fraudulent claim made by you, a Family Member or a person driving the Vehicle.
- Any failure of a Component/Part that existed prior to the Warranty Start Date. These include failures during the Manufacturer's Warranty and/or Statutory Warranty period.
- Any repairs where we have not been provided the opportunity to assess the damage/failure for the purpose of determining that the repair/replacement was required to remedy the failure.
- Tyres or wheels (unless covered elsewhere in the Warranty), batteries, mechanical adjustments, exhaust system components, replacement or other servicing (including items scheduled as routine servicing by the Manufacturer) which the Manufacturer recommends be made as maintenance.
- Parts subject to recall by the Manufacturer, component parts or design elements which are found to have been an inherent design fault, including parts subject to:
  - An Australian Competition and Consumer Commission (ACCC) recall;
  - A Manufacturer recall; or
  - Any notice of faults issued by the Manufacturer.
- Noisy parts or components, in the absence of their failure.
- Any tappings, threads, fixings and/or fastening devices or repairs as a result of these components not being fitted correctly.
- Interior trim components, including but not limited to seats, seat belts (excluding mechanical and electrical components), cup holders, ashtrays, components made of glass and/or decorative components.
- Paintwork, panel and bodywork and all related Vehicle components (including but not limited to) lamps and lamp units, weather-strips and seals, components made of glass, and/or any exterior trim or decorative components.
- Any consequential Loss. For example, if a defect becomes known or apparent to, or suspected by you, a driver of the Vehicle (for example by illumination of warning lights, fluid leaks or unusual sounds) and you or they fail to have the problem investigated and a Component/Part promptly repaired and/or you or they continue driving the Vehicle and this causes subsequent mechanical damage, you are not covered for the subsequent mechanical damage.
- Subsequent mechanical damage to components caused by the failure of the Component/Part where you continue to operate your Vehicle, except where:





- You could not have prevented the subsequent mechanical damage; or
- You could have prevented the subsequent mechanical damage and took the steps which a reasonable person in the circumstances would have taken to prevent it.
- Costs associated with or related to:
  - Software upgrades/updates, unless required due to the replacement of a Component/Part; or
  - Improving or reconditioning the Vehicle or parts to a condition superior to that at the time of purchase.
  - repair delays, other than what is covered by the additional benefits, due to parts availability from the manufacturer and / or supplier;
  - repair costs required to modify or upgrade the vehicle to carry out the repair;
  - where a repair cannot be carried out due to parts availability. In this instance You may be eligible for a pro-rata refund; and
  - importing parts, including import duties and freight, unless agreed during the cost of a Claim.
- Diagnostic and dismantling costs, and costs to reassemble the Vehicle following such diagnosis or dismantling (if applicable), including where such costs are required to ascertain whether a failure is a covered failure under this Warranty, unless those are associated with a covered claim.

**Please note: noise does not necessarily constitute a failure of a Component/Part or a Mechanical Breakdown event**

## WHAT IS THE PERIOD OF THIS WARRANTY

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The Warranty Period is the period beginning on the Warranty Start Date and ending on the date the Warranty ceases. Provided you have made the payment required by us for this Warranty, we will cover you during the Warranty Period subject to the terms and conditions set out in this document.

### The start of your Warranty

Your Warranty Start Date will be:

- The date that the Manufacturer Warranty expires; or

If no Manufacturer Warranty exists, your Warranty Start Date will start on the date:

- The Schedule is first issued to you.

### The end of your Warranty

Your Warranty will cease immediately:

- At midnight on the date that the Warranty Duration has elapsed from the Warranty Start Date; or
- When all claims made under the Warranty reach the Maximum Benefit; or
- If the Vehicle is sold and no valid Transfer of Ownership Form is received by the Warranty Administrator within 30 days of the sale of the Vehicle; The Vehicle is deemed a Total Loss or is repossessed by the Financier; and
- If the Warranty is cancelled – see the section on 'Cancellation'.

## THE COST OF YOUR WARRANTY

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The Warranty Cost is shown on the Schedule.

### Pay by instalments

We may allow you to pay the Warranty Cost by instalment payments to help spread your payment over time. If we agree to do this and it is available for your Warranty, you can pay the Warranty Cost by instalment payments and you will be required to sign a Direct Debit Request Service Agreement.

If you make a Warranty claim and we have the right under this Warranty to terminate your Warranty, the Warranty Administrator will deduct the instalment payments for the remaining Warranty Period from the cost of any approved Repairs we pay for under this Warranty.

### **Overdue instalments**

- If you are paying the Warranty Cost by instalment payments and an instalment payment is overdue, the Warranty Administrator will do one or both of the following after trying to contact you to make alternative payment arrangements:
- Not authorised the Repairs or pay your cost of Repairs, if the instalment payment is 14 days (or more) overdue;
- Cancel your Warranty if the instalment payment is 1-month (or more) overdue.

If you default on paying an instalment, the Warranty Administrator will send you notice that your instalment has not been paid and advise you that they will cancel your Warranty if the instalment remains unpaid 1-month after the instalment payment due date.

If we cancel your Warranty because an instalment payment is unpaid, your Warranty will end on the date of cancellation (see 'Cancellation' below for details).

## **SERVICING**

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It is a condition of this Warranty and your responsibility to have the Vehicle maintained in a roadworthy, mechanically sound condition and serviced regularly in accordance with the Manufacturer's recommendations. If you are unsure of these, please contact the Manufacturer or us to ascertain the recommended servicing schedule for your Vehicle.

We would appreciate carrying out any service or repairs where that is convenient for you and when we do this, we will retain the Service Records on your behalf. If you arrange for another motor dealer or Repairer to carry out service or repairs, you are required to maintain the Service Records yourself and these must be retained by you each time the Vehicle is serviced. You will be asked by the Warranty Administrator to provide your Service Records when you make a claim.

Any defect or fault or any parts identified as needing repair or replacement or which are identified as a potential problem during servicing, including those identified while the Vehicle is still covered by a Statutory Warranty or Manufacturer Warranty, must be rectified as soon as reasonably practicable. Upon becoming aware of the development of any mechanical problem, you or any other person driving the Vehicle must take all reasonable steps to minimise any damage that might arise.

If Mechanical Breakdown of a Component/Part was caused or contributed to directly as a consequence of you not repair of that Component/Part.

**Whilst we may assist with Service Records if we are the Repairer for the Vehicle for one or more services of the Vehicle, it is your responsibility to keep complete records of servicing, especially when using another Repairer who is not the Dealer. Before a claim will be authorised, the Warranty Administrator will require confirmation of the Service Records.**

**Note: Please ensure your owner's manual (if available) is correctly stamped or Service Records maintained. Alternatively, you will be required to provide any Service Records that show that the service requirements have been complied with.**

## **CANCELLATION**

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### **Cancellation**

You may cancel your Warranty at any time by providing notice to the Warranty Administrator by phone, email or mail. If you cancel your Warranty, your rights to have a repair for Mechanical Breakdown will end on the date the Warranty Administrator receives your cancellation request.

In most cases, if you change your mind and decide not to continue with the Warranty, there is no refund upon cancellation unless the Warranty Administrator agrees to give a refund (due to extenuating circumstances).

If your Warranty is cancelled or terminated (as described below) and you are entitled to a refund because of the circumstances of your cancellation, the Warranty Administrator will advise you of the amount of the refund at the time of cancellation.

If you are entitled to a refund, the Warranty Administrator will return the amount within 15 business days.

Where the cost of this Warranty has been financed, you authorise the Warranty Administrator to pay any refund that you may be entitled under these terms and conditions, direct to the Financier unless the Financier otherwise authorises the Warranty Administrator to pay the refund to you.

### **Termination**

This Warranty will automatically terminate, and a refund may be payable, if the Vehicle is deemed a Total Loss or is repossessed by the Financier.

No refund of the Warranty Cost is available if the Maximum Benefit has been paid for all Mechanical Breakdown claims relating to the Vehicle, prior to the expiry of the Warranty Period.

This Warranty will automatically terminate, and no refund will be payable, if:

- The Warranty Period expires;
- The Warranty Administrator has paid the Maximum Benefit in relation to the Vehicle under this Warranty; or
- You, a Family Member or any person driving the Vehicle makes a fraudulent claim under this Warranty; or
- The Vehicle is sold, and you do not notify the Warranty Administrator that you wish to cancel the Warranty or no valid Transfer of Ownership Form is received by the Warranty Administrator within 30 days of the Vehicle sale, and the Warranty Period expires.

## **WHAT HAPPENS IF YOU PRIVATELY SELL YOUR VEHICLE?**

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If you inform us of the private sale of your Vehicle, within the Warranty Period and 30 days of the Vehicle sale, and you provide us with evidence of the transfer of ownership, the Warranty will be transferred to the new owner of the Vehicle and continue until the Warranty Period expires.

Transfer of the Warranty can only occur when the Service Records are provided to the Warranty Administrator so we can ensure that the Vehicle has been maintained in accordance with the requirements of this Warranty prior to transfer of the Warranty. Transfer is also not available if the Vehicle is sold by auction or to or through a motor dealer or trader.

If ownership of the Vehicle is transferred, you may either:

- Complete a Transfer of Ownership Form and submit it to the Warranty Administrator, together with the transfer fee of \$50 (inclusive of GST) within 30 days of the Vehicle sale, and the Warranty will be transferred to the new owner for the remaining period of the Warranty (pending approval by the Warranty Administrator); or
- Contact the Warranty Administrator to cancel the Warranty within 30 days of the Vehicle sale and the Warranty Administrator will refund the portion of the amount you have paid for the period after the termination date, less any non-refundable taxes and charges. Where the cost of this Warranty has been financed, you authorise the Warranty Administrator to pay any refund direct to the Financier unless the Financier authorises the Warranty Administrator to pay it to you.

## HOW TO MAKE A CLAIM

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To make a claim, contact the Warranty Administrator on 1800 999 977.

### Important conditions relating to claims

- Repairs must not commence unless authorised by the Warranty Administrator.
- You must ensure you take all reasonable steps to protect the Vehicle from further damage.
- If it is an emergency, contact the Warranty Administrator during ordinary business hours on 1800 999 977 for urgent authorisation. Failing this, please contact a roadside assistance provider or a towing provider for immediate assistance to tow the Vehicle to us or a Repairer, until authorisation can be provided.
- There may be some instances where repairs cannot be authorised until the Vehicle has been dismantled. In this case, the Warranty Administrator may need your authority to dismantle the Vehicle for diagnosis prior to commencing repairs. Should the Component/Part be covered by this Warranty, the repairs will be authorised. In the instance where the Component/Part is not covered, you will be responsible for all costs associated with dismantling the Vehicle.
- Make sure the Service Records for the Vehicle are up-to-date and you are ready to provide them to the Repairer and Warranty Administrator.
- You may be asked to contribute toward the repair costs if the repairs being performed will restore the Vehicle to a better condition than that immediately prior to the Mechanical Breakdown. In the event that the total cost of repairs or replacement costs for repairs exceeds the Maximum Benefit, you must pay any additional costs. You hereby acknowledge that any additional costs must be paid directly to the repairer who has undertaken the work and that the repairer may exercise their rights under the repairer's lien until those additional costs are paid.
- When settling a claim, we have the right to take Normal Wear & Tear into consideration.
- Components and parts that we authorised the Repairer to use in repairing your Vehicle may be manufactured by a supplier which is not the Vehicle's Manufacturer and will be compatible with the age and condition of your Vehicle. In some cases, we may agree to using second hand parts/components that are in good working condition.

### What do I do in relation to a claim?

If an event which may give rise to a claim under this Warranty occurs, then you must:

1. Bring your Vehicle, this document and the Schedule to the Repairer (which could be us); and
2. Provide proof of your Vehicle's Service Records to the Repairer.

The Repairer will contact the Warranty Administrator and provide them with a diagnosis of the problem (see the "We Will Not Pay For" section). You may be required to pay for such diagnosis if the claim is found to not be payable under this Warranty, its cause and the estimated cost of parts and labour. If covered, the Warranty Administrator will authorise the claim, supply an authorisation number and approval to commence repairs.

The expense associated with making a claim under this Warranty is not covered by this Warranty. This means that you must pay the expense of making a claim (other than those costs that are expressly met under in this Warranty).

### Fraudulent claims

In the event of any fraudulent claim or in the event of any damage occurring as a result of a wilful act on your part or with your connivance, there shall be no entitlement to make a claim and the Warranty Administrator may, on our behalf, refuse to pay any Warranty claim and/or this Warranty.

## COMPLAINTS

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We and the Warranty Administrator are committed to providing great products and services that provide value and benefit to our customers.

Please talk to us if the services we or the Warranty Administrator has provided or the Warranty Itself does not meet your expectations. Most times we will be able to resolve your complaint quickly when you raise it with us.

As your first point of contact, email or speak to our Warranty Administrator - Customer Resolution Team at [complaint@dealerwarranty.com.au](mailto:complaint@dealerwarranty.com.au) or 1800 749 125.

When the Warranty Administrator receives your complaint, they will acknowledge that they have received it.

- The Warranty Administrator will tell you the name and relevant contact details of the person assigned to liaise with you about your complaint.
- Your Complaint will be handled by a person with appropriate authority, knowledge, or experience. This will not be the person whose decision or conduct is what your complaint is about.
- When the Warranty Administrator is considering your complaint, the Warranty Administrator will only ask for, and rely on, information that is relevant to their decision.
- The Warranty Administrator will keep you informed about the progress of your complaint.
- When a decision on your complaint is made by the Warranty Administrator, a clear written response will be supplied to you including the reasons for their decision.
- The Warranty Administrator will try to decide on your complaint within 30 Days. If the Warranty Administrator cannot make their decision within this timeframe, then they will tell you why.

## JURISDICTION AND CHOICE OF LAW

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Our agreement with you (i.e. this Warranty) is governed by and construed in accordance with the laws of Victoria Australia and you agree to submit to the exclusive jurisdiction of the courts of Victoria and agree that it is your intention that this clause applies to a dispute you may have with us relating to this Warranty.

## WARRANTY ADMINISTRATOR CONTACT DETAILS

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Eric Insurance Limited

ABN 18 009 129 793

Address: PO Box 315, Collins Street West, Vic 8007

Telephone: 1800 999 977

Email: [warrantyservice@dealerwarranty.com.au](mailto:warrantyservice@dealerwarranty.com.au)



## TRANSFER OF OWNERSHIP FORM

Should you sell your Vehicle privately within the Warranty Period, this Warranty is transferable, subject to the following:

- Service and maintenance must have been carried out in accordance with the Manufacturer's requirements.
- Transfer is not available if the Vehicle is sold to or through a motor dealer or trader.
- Transfer is not available where the servicing requirements have not been met or cannot be evidenced through Service Records.

Please complete this Transfer of Ownership Form and return it within 30 days of sale with copies of Service Records and confirmation of payment of the \$50 (inclusive of GST) transfer fee to:

Warranty Administrator – [warrantyservice@dealerwarranty.com.au](mailto:warrantyservice@dealerwarranty.com.au)

Payment of \$50 transfer fee to – BSB 013-006 Account 835-466-087 (include Warranty ID number as reference)

I certify that I have sold my Vehicle and request that this Warranty is transferred. I confirm that the Warranty Document and the Schedule have been passed to the new owner.

Warranty ID Number:

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### Current Owners Details

First Name Last Name

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Address City State

---

Postcode Phone

---

Vin No Reg No

---

Model Kms at sale date

---

Signature Date

---

### New Owner Details

First Name Last Name

---

Address City State

---

Postcode Phone

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Date of Transfer Use:  Private  Business/Private  Commercial

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Occupation Signature Date

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I have been provided with the Warranty document and the Schedule and accept the terms and conditions of the Warranty.

New Owner's Signature Date



Mechanic  
Preferred  
Warranty Document

