

# Dealer Warranty – 4 Star

## 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 a warranty supplied by us in respect of the Vehicle we sell to you.

**PLEASE TAKE THE TIME TO READ THROUGH THIS WARRANTY DOCUMENT CAREFULLY AND RETAIN 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.

## 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 covered Vehicle must be a motor Vehicle with a carrying capacity of less than 2 tonnes;
- You must not use or intend to use the covered 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 covered vehicle must be roadworthy and registered

## 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 consumer protection sections under Australian Consumer Law found in the Competition and Consumer Act 2010.
<b>Consequential Loss:</b>	<p>Means any consequential loss, damage or liability or loss of profit, incurred as a result of the mechanical failure of a Covered Component.</p> <p>This includes, but is not limited to, mechanical damage caused by the initial mechanical failure of the Covered Component (subsequent mechanical damage), except where:</p> <ul style="list-style-type: none"><li>• You could not have prevented the subsequent mechanical damage; or</li><li>• 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.</li></ul>

For example, if a defect becomes known or apparent to, or suspected by, you or 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 part promptly repaired and/or continue driving the vehicle and this causes the subsequent mechanical damage, you are not covered for the subsequent mechanical damage.

<b>Cover Commencement Date:</b>	Means the date specified in the Schedule as date that the Warranty commences.
<b>Cover Term:</b>	Means the number of months specified in the Schedule as the term of the Warranty.
<b>Covered Component:</b>	Means a part of the Vehicle that was originally covered by the Vehicle's Manufacturer Warranty but excludes those parts specifically excluded by this document or other documents forming the Warranty.
<b>Dealer:</b>	Means the selling dealer listed in the Schedule providing this Warranty.
<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 the legal agreement with the Financier which describes the terms and conditions under which funds were provided to you for the purchase of the Vehicle, as stated on the Schedule. The agreement must have the Vehicle as stated on the Schedule listed as security for the funds 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 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 Covered Component of the Vehicle as a result of a defect in workmanship or defective material(s). It does not include any failure otherwise excluded by the Warranty such as by Normal Wear & Tear, normal deterioration or negligence (see in particular the 'Warranty Exclusions' section).
<b>Normal Wear &amp; Tear:</b>	Means the gradual reduction in operating performance of a Covered Component of the Vehicle, having regard to the age of the Vehicle and the distance it has travelled.
<b>Purchase Price:</b>	Means the amount paid for this Warranty.
<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 'Service Requirements' under the Warranty.
<b>Statutory Warranty:</b>	Means any statutory warranty or guarantee provided under State or Territory legislation. It does not include any consumer guarantee applicable under the Australian Consumer Law.
<b>Total Loss:</b>	Means the Vehicle is considered damaged beyond economical repair by a licensed motor vehicle assessor engaged by an insurer 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 Administrator:</b>	Means any entity that we authorise to administer this Warranty from time to time.
<b>Warranty Period:</b>	Means the period beginning on the Cover Commencement Date and ending on the date the Warranty ceases as set out under the heading When am I Covered - Warranty Period.
<b>Warranty:</b>	Means this warranty product, made up of this document, the Schedule and any other document that we tell you forms part of the terms and conditions of the Warranty.
<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.

If you choose to purchase this Warranty, you will be purchasing cover in accordance with the terms and conditions of the Warranty during the Warranty Period. In some cases, this cover may overlap with or differ from rights and remedies available to you under any applicable laws. Any rights or remedies you may have under any laws will not be affected by purchasing this Warranty.

Although you are not required to pay for any rights or remedies you have under the Australian Consumer Law or equivalent rights and remedies, the amount you pay for the benefits under this Warranty will not change to the extent that your rights under the Australian Consumer Law or any applicable laws may overlap with such benefits. Any costs associated with making a claim under this Warranty, such as legal fees, postage, transport costs and the like that are not specifically covered under this Warranty are for your own account.

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:

- Cover for costs relating to towing, car rental and accommodation.
- Speed of claim approval – the majority of reported claims are assessed 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.
- Complaints and dispute handling process – 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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This is a basic summary only. Please refer to the cover sections below and the full terms and conditions (including limits and exclusions) of the Warranty for full details.

A key benefit provided under this Warranty is the cover in relation to Mechanical Breakdown.

There are also a number of additional benefits associated with this Warranty. For example:

- In the event of a claim being accepted by us for Mechanical Breakdown, we will pay for the reasonable and necessary costs and charges incurred by you, that will be reimbursed upon the submission of receipts or invoices, for:

- Towing;
- Accommodation; and
- Car hire,

up to the limits applicable to those additional benefits.

This Warranty also provides:

**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

**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

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You will be supplying us with personal information. We collect this information, and it will be provided to the Warranty Administrator, for the purposes of administering your Warranty and marketing of related products. This includes processing claims and responding to your queries. You can choose not to provide us with some of the details or all of your personal information, but this may affect our ability to provide the Warranty or how the Warranty Administrator assesses the claim.

By providing your personal information to us, you acknowledge and consent that we can collect and use your personal information for the above purposes.

For these purposes, we can collect your personal information from and/or disclose it on a confidential basis to:

- Our related entities;
- Financiers; and/or
- Law enforcement agencies; and
- Service providers such as Warranty Administrators, 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 (see our privacy policy and the back of this document for our contact details). We value the privacy of personal information and we ensure that information about you is handled as permitted and required by law.

Where you provide personal information to us about another person, you must be authorised to provide that information to us and inform that person (unless doing so would pose a serious threat to the life or health of any individual) who we are, how we use and disclose their information, and how they can gain access to that information.

You can also contact us to obtain our privacy policy. Our privacy policy contains information about:

- how you may complain about a breach of privacy and how we deal with that complaint; and
- seek corrections and changes to your personal information.

You can also contact the Warranty Administrator for the privacy policy.

## WARRANTY COVERAGE

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### Mechanical Breakdown cover

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

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

the Covered Components, subject to the Maximum Benefit.

If Covered Components require 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 \$5,000.

## GST

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Any amount we pay under this Warranty includes GST.

If you are registered for GST, you are required to tell us your entitlement to any Input Tax Credits (ITC) on the fee you pay to us to purchase this Warranty. If you do not tell us your entitlement or if the information you give us is incorrect, we will not be liable for any resulting fines, penalties or charges you incur.

**When we calculate the amount of any payment we make for a claim, we may reduce the amount by any ITC that you are, will be or would have been entitled to receive.**

## 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 will 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.

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**WARRANTY EXCLUSIONS**

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The following are not covered:

- Damage to the Covered Components 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 ‘Service Requirements’);
  - 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 Covered Component; or
  - CV joints or any shafts where the dust boot is damaged;
- Any failure of a Covered Component that existed prior to the Cover Commencement Date. These include failures during the Manufacturer’s Warranty and/or Dealer 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;
- Unless expressly included by this Warranty, all or any consequential financial or non-financial loss, damage or liability of any kind incurred as a result of the incident giving rise to a claim, except unavoidable mechanical damage caused by the failure of a Covered Component.
- Subsequent mechanical damage to components caused by the failure of the Covered Component 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 Covered Component; or
  - Improving or reconditioning the Vehicle or parts to a condition superior to that at the time of purchase;
- 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.**

**No cover is provided under the Warranty for any Vehicle which:**

- Is being or has been used by you or with your express or implied consent;
  - 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; or
  - in connection with mining and or excavation activities;
- Is unroadworthy or unregistered;
- Is being used outside Australia; or
- Has an odometer reading that cannot be accurately determined, where it can be evidenced that the odometer has not been accurately represented or has been tampered with.

In relation to the Exclusions, **you should also read the next section, titled ‘Service Requirements’ carefully.**

## **SERVICE REQUIREMENTS**

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

We would appreciate carrying out any service or repairs and we will retain the Service Records on your behalf. If you arrange for another dealer or Repairer to carry out service or repairs, you are required to maintain the Service Records and these must be retained by you each time the Vehicle is serviced. Any defect or fault or any parts identified as needing repair or replacement or which are identified as a potential problem, 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 necessary steps to minimise any damage that might arise.

We may refuse or reduce a claim where we determine that the Mechanical Breakdown was caused directly as a consequence of you not meeting these service requirements. If you have not maintained regular servicing of your Vehicle, you can elect to:

- Continue with your Warranty, however, claims for Covered Components that result from your failure to maintain regular servicing may not be covered, or
- Cancel this Warranty.

Whilst we may assist with service records, it is your responsibility to keep proof of servicing. Before a claim will be authorised, we will require confirmation of the Service Records. (which either you will hold or, if you have the vehicle repaired or serviced with us, we will maintain on our system).

## WHEN AM I COVERED - WARRANTY PERIOD

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The Warranty Period is the period beginning on the Cover Commencement Date and ending on the date 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 Commencement Date of your Warranty

Your Cover Commencement Date of your Warranty will be the later of:

- The date that the Manufacturer Warranty expires; or
- The date that the Statutory Warranty expires.

If no Manufacturer Warranty or Statutory Warranty exists, your Cover Commencement Date will be the earlier of:

- The expiry of 90 days after the Schedule is first issued to you; or
- When the Vehicle has travelled 5,000 kilometres from the date of purchase of the Warranty.

### The end of your Warranty

Your Warranty will cease on the first to occur of:

- At midnight on the date that the Cover Term has elapsed from the Cover Commencement Date; or
- When the Maximum Benefit has been reached.

## THE COST OF YOUR WARRANTY

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The cost of your warranty will be shown on the Schedule. Some of the key factors that may influence the cost of your Warranty include, where applicable:

- The risk profile determined by the information you provide to us;
- The Vehicle Purchase Price; and
- Government taxes and/or charges.

The method of payment you choose by which to pay the cost of this warranty.

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

## CANCELLATION

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### CANCELLATION BY YOU

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 cover will end on the date the Warranty Administrator receives your cancellation request, unless you inform the Warranty Administrator otherwise and the Warranty Administrator agrees.



## CANCELLATION BY US

The Warranty Administrator may cancel this Warranty, if permitted by law, if you:

- Made a misrepresentation before purchasing this warranty (for instance in relation to your eligibility for cover);
- Fail to comply with a provision of this Warranty (including the obligation to pay the cost of this warranty on time and any other terms and conditions of your Warranty); or
- Make a fraudulent claim under this Warranty or another warranty.

## ON CANCELLATION

If your Warranty is cancelled (except in the case of fraud) the Warranty Administrator will refund the portion of the amount you have paid for the period after the cancellation date, less any non-refundable taxes and charges.

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

If we have cancelled your Warranty due to fraud, the Warranty Administrator will not pay any refund.

If the refund amount is less than any non-refundable taxes and charges, a refund will not be issued and the Warranty Administrator will not charge you an additional amount to cover the difference.

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 otherwise authorises in writing the refund to be paid direct to you.

Where the Warranty Administrator have paid all amounts the Warranty Administrator are obliged to pay under this Warranty, the Warranty Administrator will cancel the warranty and the Warranty Administrator will not pay any refund.

## TERMINATION

This Warranty will terminate and a refund may be payable (refer to the “Cancellation” section), if:

- The Vehicle is deemed a Total Loss or is repossessed.

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

- The Warranty Period expires; or
- We have paid the Maximum Benefit under this Warranty.

## COMPLAINTS

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

Please talk to us if at any time we have not met your expectations. Most times we will be able to resolve your complaint quickly when you raise it with us.

If we are unable to resolve your complaint, please contact our Warranty Administrator - Customer Resolution Team at [complaint@dealerwarranty.com.au](mailto:complaint@dealerwarranty.com.au) or 1800 999 977.

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.

### DECISION

- The Warranty Administrator's written response to you will include the reasons for their decision and inform you of your right to take your complaint to their Internal Dispute Resolution Committee if you are not satisfied with their decision. The Warranty Administrator will provide you with its contact details and the timeframe in which you are able to complain to it.
- The Warranty Administrator will try to decide on your complaint within 30 Calendar Days. If the Warranty Administrator cannot make their decision within this timeframe, then before this deadline passes they will tell you, in writing, the reasons for the delay and about your right to take your complaint to their Internal Dispute Resolution Committee.
- When the Warranty Administrator has made a final decision about your complaint, they will provide a clear response to you in writing.
- The Warranty Administrator will give you the information that they relied on when making a decision about your complaint promptly.
- If it is identified that the Warranty Administrator has made a mistake when handling your complaint, then they will take action to correct the mistake.

### WHAT HAPPENS IF YOU SELL YOUR VEHICLE?

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If you sell your Vehicle, contact the Warranty Administrator to arrange cancellation of your Warranty.

### HOW TO MAKE A CLAIM

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#### Important conditions relating to claims

- Repairs must not commence unless authorised by the 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 shall be liable for such additional costs. You hereby acknowledge that any additional costs shall 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.
- You must ensure you take all reasonable steps to protect the Vehicle from further damage.
- 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 problem be covered by this warranty, the repairs will be authorised. In the instance where the problem is not covered, you will be responsible for all costs associated with dismantling the Vehicle.
- Parts used in repairing your Vehicle may be manufactured by others than the Vehicle's manufacture and will be compatible with the age and condition of your vehicle.

### 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 "Warranty Exclusions" 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 bear the expense of making a claim (other than those expressly covered 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, in our sole and absolute discretion, invalidate any claim and/or this Warranty.

### Claim recovery

The Warranty Administrator reserves the right to take action to recover costs incurred where the incident is the responsibility of another party. If this occurs, the Warranty Administrator may take action in your name and you will be required to cooperate and provide any information required.

All displaced parts become the Warranty Administrator's property.

Please refer to "Service Requirements". This Service Record will be required in the event of a claim.

**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.**

### 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 law of Victoria Australia and you agree to submit to the exclusive jurisdiction of the courts of Victoria and agree that it is its intention that this Jurisdiction and Choice of Law clause applies.

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