

Warranty Product – 5 Star

INTRODUCTION

We would like to take the opportunity to introduce You to Our Warranty Product.

We appreciate that the purchase of a Vehicle is a big decision and We believe that the benefits provided by Our Warranty Product 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 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

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.

The age and Kilometre limitations at the time of purchase of this Warranty are as follows:

Cover Level	Age of Vehicle (from date of 1st Registration)	Kilometre Limitation at the time of purchase
5 Star Plan A	Up to 5 years	100,000Kms
5 Star Plan B	Up to 8 years	120,000Kms

DEFINITIONS AND INTERPRETATION

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.

Australian Consumer Law:	Means the consumer protection sections under Australian Consumer Law found in the Competition and Consumer Act 2010.
Consequential Loss:	<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">• 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. <p>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.</p>

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Cover:	Means the protection You have purchased in accordance with this document that is made up of this document, the Schedule and any other document We tell You form terms and conditions of Your Warranty.
Cover Commencement Date:	Means the date specified in the Schedule as date that the Cover commences.
Cover Term:	Means the number of months specified in the Schedule as the term of the Cover.
Covered Component:	Means a part of the Vehicle that was originally covered by Manufacturer Warranty but excludes those parts specifically excluded by this document or other documents forming the Warranty.
Dealer:	Means the selling dealer listed in the Schedule providing this Warranty.
Establishment Fee:	Means the amount of fee the Warranty Administrator may charge You when You purchase this Warranty as stated in the Schedule.
Finance Contract:	Means the legal agreement with the Financier which describes the terms and conditions under which the 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.
Financier:	Means the Finance Company or credit institution, named in the Schedule that You have entered into the Finance Contract with.
Manufacturer:	Means the manufacturer of the Vehicle.
Manufacturer Warranty:	Means the original warranty coverage provided by the Manufacturer under 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.
Maximum Benefit:	Means the maximum amount, in aggregate, for any and all claims, that may be paid under the terms and conditions of this Warranty.
Mechanical Breakdown:	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).
Normal Wear & Tear:	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.
Purchase Price:	Means the amount paid for this Warranty Product.
Schedule:	Means a document of that name provided by Us in relation to this Warranty. It may also contain details of the Cover which may not be included in this document. The Schedule forms part of terms and conditions of the Warranty.
Service Records:	Means the copies of service history which show that You have complied with the 'Service Requirements' under the Warranty.
Vehicle:	Means the Vehicle including any accessories or modifications that are described in the Schedule provided it is one of the vehicles of the type specified under 'To be Eligible for the Warranty' above.
Vehicle Purchase Price:	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.
Warranty Administrator:	Means any entity, appropriately licensed that We authorise to administer this Warranty from time to time.
Warranty Period:	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.
We, Us, Our:	Means the Dealer who sold You the Vehicle and this Warranty.
You, Your:	Means the person(s) named in the Schedule who must also be the registered owner of the Vehicle, or who has been named in the Schedule and has Your express or implied consent to be in control of the Vehicle. It also includes the Financier if the Vehicle is subject to a finance contract but only to the extent of their interest in the Vehicle.

INFORMATION ABOUT YOUR RIGHTS UNDER THE LAW

Your Vehicle comes with a Manufacturer Warranty and/or with a Dealer Warranty which to the extent applicable to You cannot be excluded by reason of the Australian Consumer Law and other applicable laws.

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.

If You choose to purchase this Warranty, You will be purchasing protection in accordance with the terms and conditions of the Warranty during the Warranty Period. In some cases this protection 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.

SUMMARY OF SOME BENEFITS THIS WARRANTY CAN PROVIDE

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 reasonable and necessary costs and charges incurred that will be reimbursed upon the submission of receipts or invoices for:
- Towing;
- Accommodation; and
- Car hire.
- We will pay the cost to replace consumable items required as part of an accepted claim for Mechanical Breakdown.

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 covered for the remaining Warranty Period;

Ease of claim lodgement: If the 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 within 12 hours of the Warranty Administrator receiving a diagnosis of the problem and quote for the repair;

No limit to number of claims: There is no limit to the number of claims made under this Warranty during the Warranty Period up to the Maximum Benefit Limit; and

Transfer of Your Warranty: See the “What happens if You sell Your Vehicle?” section.

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YOUR PRIVACY

You will be supplying Us with personal information. We collect this information so that We can administer Your Warranty, including 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 Cover or assess 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 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.

WARRANTY COVERAGE

Mechanical Breakdown cover

If a Covered Component suffers a Mechanical Breakdown during the Warranty Period in Australia, We will at Our option:

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

the Covered Components, subject to the Maximum Benefit Limit below.

If Covered Components require replacement the repairer will replace with components consistent with the age or condition of Your Vehicle and those components will meet available manufacture technical specifications and or applicable Australian design rule.

Maximum Benefit Limit

Regardless of the number of claims made for any benefit under this Warranty (including for any Additional Benefits), the maximum amount payable for each and all claims combined under the Warranty (Maximum Benefit) is limited to the Vehicle Purchase Price of the Vehicle.

GST

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.

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ADDITIONAL BENEFITS

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 \$100 per claim towards the cost of accommodation if the:

- Mechanical Breakdown of Your Vehicle occurs beyond 100km from Your home address; and
- Vehicle is immobilised for more than 1 day.

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 \$50 a day to a maximum of \$300 per claim.

Consumable items: We will pay the cost to replace consumable items required as part of an accepted claim.

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

Transfer of Your Warranty: See the 'What happens if You sell Your Vehicle?' section below.

WARRANTY EXCLUSIONS

The following are not covered:

- Any failure to the extent that is otherwise covered and be able to be claimed under a Dealer Warranty or a Manufacturer Warranty applicable to the Vehicle in Australia;
- Any claim attributable to overheating;
- Damage attributable to impact or a road traffic accident;
- Any loss caused through any modification of any Covered Component unless endorsed by the Warranty Administrator;
- Any mechanical failure that can be attributed to the Vehicle being fitted with an LPG unit other than a unit supplied, fitted and endorsed by the Vehicle manufacturer;
- Any tapings, threads, fixings and/or fastening devices or repairs as a result of these components not being fitted correctly;
- Any failure to the extent that is otherwise covered and be able to be claimed under any insurance;
- Replacement of or repairs to tyres, batteries, mechanical adjustments, parts, exhaust system components replacement or other servicing (including items scheduled as routine servicing by the Manufacturer) which in the judgement of the Manufacturer are made or should be made as maintenance;
- Failure arising from Normal Wear & Tear and the gradual reduction in operating performance of the Vehicle or Covered Component;
- Parts other than those covered by Manufacturer Warranty: including 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:
 - The Manufacturer's recalls; or
 - Any notice of faults issued by the Manufacturer.
- Parts which have not failed;
- Software upgrades/updates, unless required due to the replacement of a covered component;
- Any loss caused through any modification of any Covered Components or caused by any non-Manufacturer fitted parts;
- Consequential loss or damage of any kind (including but not limited to loss of profits), except unavoidable mechanical damage caused by the Mechanical Breakdown of a Covered Component. If the Vehicle continues to be operated after the Covered Component's failure, other affected components will not be covered;

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- Vehicles that have not been maintained in accordance with the service requirements of this Cover (see section titled 'Service Requirements');
- Failure caused by misuse, neglect, abuse or improper servicing or any repairs required as a result of continued operation of the Vehicle once a defect or fault has occurred;
- Any problem caused by the failure to maintain proper levels of fluids, fuels, lubricants or coolants or contamination of fluids;
- Any problem caused by the use of incorrect types and grades of fuel, oil or lubricants or any contaminated fuel, oil or lubricants;
- Any claims where We have not been contacted prior to the commencement of repair or repairs, or where We have not issued an authorisation number;
- The costs incurred in improving or reconditioning the Vehicle or parts to a better condition than that immediately prior to the Mechanical Breakdown;
- Damage to the Vehicle caused by 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;
- Diagnostic, 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 accepted as part of an authorised claim; or
- 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.

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;
 - 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,
 - for car rental,
 - 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.

In relation to the Exclusions, **You should also read the next section, titled 'Service Requirements' carefully.**

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SERVICE REQUIREMENTS

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 must carry out any service or repairs and the Service Records 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 Dealer Warranty or Manufacturer Warranty, must be immediately rectified. 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.

It is Your responsibility to keep proof of servicing. Before a claim will be authorised, You must provide the Service Records.

WHEN AM I COVERED - WARRANTY PERIOD

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

Your Cover will commence on the later of:

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

If no Manufacturer Warranty or Dealer Warranty exists, your cover will commence on 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 Cover

Your Cover will cease on the first to occur of:

- At 4pm on the date that the Cover Term has elapsed from the Cover Commencement Date;
- Upon reaching 200,000 km since date of first registration;
- When the Maximum Benefit has been reached;
- If the Vehicle is sold and no valid Transfer of Ownership Form is received by Us within 14 days;
- In the event that You fail to comply with the Service Requirements as outlined above.

CANCELLATION

You may cancel Your Warranty at any time by providing notice to the Warranty Administrator by phone, email or by mail.

Cancellation by You will be effective by 4pm AEST on the day We receive Your cancellation notice or the date specified in Your cancellation notice (whichever occurs last).

We may also cancel Your Warranty where You have not fully complied with the terms and conditions of Your Warranty.

We will not refund any payments already received from You for Your Warranty in the event of cancellation.

When this Product has been financed, and Your Financier suffers a loss as a consequence of Your Vehicle's repossession, We will refund the proportionate Purchase Price to them.

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WHAT HAPPENS IF YOU SELL YOUR VEHICLE?

Transfer can only occur if the Manufacturer's recommended service schedule has been complied with and copies of the Service Records must be provided. If ownership of the Vehicle is transferred, Cover ends immediately, unless the Transfer of Ownership Form is completed and submitted to Us, together with the transfer fee of \$99 (inclusive of GST) within 14 days after the transfer and accepted by Us. Transfer is not available if the Vehicle is sold to or through a motor dealer.

HOW TO MAKE A CLAIM

Important conditions relating to claims

- Repairs must not commence unless authorised by Us.
- 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 ("Excess"). You hereby acknowledge that the Excess 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 the Excess is 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.

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 Us (contact details are on back cover of this document).
2. Provide proof of Your Vehicle's Service Records to Us.

We 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 eventually not lodged or accepted by Us), its cause and the estimated cost of parts and labour. If appropriate, 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 We may, in Our sole and absolute discretion, invalidate any claim and/or this Warranty.

Claim recovery

We reserve the right to take action to recover costs incurred by Us where We believe the incident is the responsibility of another party. When We do this, We may take action in Your name and You will be required to cooperate with Us and provide any information We may require

All displaced parts become Our 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. 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

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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TRANSFER OF OWNERSHIP FORM

Should You sell Your Vehicle privately within the Warranty Period, this Cover is transferable, subject to Our approval. 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 or where the servicing requirements have not been met and cannot be evidenced through Service Records to Our satisfaction.

Please complete this Transfer of Ownership Form and return it within 14 days of sale with copies of Service Records and payment of the \$99 (inclusive of GST) transfer fee to:

The Warranty Administrator

PO Box 9106

SCORESBY VIC 3179

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

Warranty Number:

Current Owners Details

First Name

Last Name

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

Date of Transfer

Use: ☐ Private ☐ Business/Private ☐ Commercial

Occupation

Signature

Date

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

New Owners Signature

Date