

# Optimum Comprehensive Warranty Terms and Conditions

**Congratulations on the purchase of your Vehicle and for choosing the Optimum Comprehensive Warranty to protect your Vehicle in the event of a sudden or unforeseen Mechanical Failure.**

**You should read this Warranty Contract carefully.**

**The Warranty Contract is comprised of the terms and conditions set out in this document and the completed Customer Contract & Declaration. Before you purchase this Warranty, it is important that you read these documents fully so that you understand the terms and conditions that apply to this Warranty. This will help you make an informed choice about whether you should purchase this Warranty.**

## Consumer Guarantees

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law (ACL). Under the Australian Consumer Law, you are entitled to:

- a replacement or refund for a major failure;
- compensation for any other reasonably foreseeable loss or damage; and
- 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.

The benefits provided by this Warranty are in addition to other rights and remedies you may have under the law.

You are not required to pay for your rights and remedies under the Australian Consumer Law. Nothing in the purchase of this Warranty excludes, restricts or modifies your rights under the Australian Consumer Law and there may be some features in this Warranty which overlap with those rights or remedies. Further details of your rights and remedies under the Australian Consumer Law and how they compare to your rights and remedies under this Warranty Contract are attached to this document.

## Benefits of this Warranty

When buying a Vehicle, we appreciate that you may want the comfort of knowing that if your Vehicle suffers Mechanical Failure, your Vehicle will be covered for a specific time period. When you purchase an Optimum Comprehensive Warranty, you are obtaining certainty as to the period of coverage and that the Covered Components will be repaired or replaced (subject to Per Claim Limits and Exclusions). Other benefits include:

- certainty as to the period and extent of cover;
- the convenience of having the replacement process managed for you by us via our warranty administrator, Davantage;
- clear processes for making a claim for car hire, accommodation and other benefits; and
- the support of our warranty administrator, Davantage.

This Warranty is issued by us, your Motor Dealer, for your Vehicle and administered by Davantage on our behalf. This document explains how the Warranty operates.

## The meaning of certain words

Please note that certain words used in this document have a specific meaning, as set out in this document.

## Keep a copy of this document

Please retain a copy of this document for your records.

## 1. Definitions

For the purposes of the warranty, the following words have specific meanings as set out below:

**“Australian Consumer Law”, “ACL”** means the Australian Consumer Law contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

**“Consequential Loss”** means any damage or loss, including but not limited to sudden or unforeseen mechanical failure, caused to additional Vehicle parts or components as a result of the initial failure of a Vehicle part or component.

**“Consumer Guarantees”** means the basic set of guarantees under the Australian Consumer Law available to consumers who purchase goods and services from Australian businesses.

**“Cooling Off Period”** means the period of 30 days following the purchase of your Warranty.

**“Covered Components”** means those Vehicle components and parts listed in clause 3 of this document.

**“Customer Contract & Declaration”** means the document titled Customer Contract & Declaration completed by you and us which sets out the particular details of your Warranty Contract.

**“Davantage”** means Davantage Group Pty Ltd ABN 35 161 967 166, who we have appointed as our warranty administrator for this Warranty.

**“Exclusions”** refers to parts or components of the Vehicle which are not covered under this Warranty Contract. It also refers to situations or circumstances which will not be covered under this Warranty Contract. Exclusions are set out in clause 9.

**“Redbook”** is the Vehicle Valuation Guide provided by Automotive Data Services Pty Ltd (Redbook) and used by us to establish the Market Value of your Vehicle.

**“Manufacturer’s Warranty”** means any new Vehicle warranty provided by the manufacturer of your Vehicle.

**“Market Value”**, is the trade value of the Vehicle as detailed in the “Redbook”.

**“Mechanical Failure”** means the sudden and unforeseen failure of any Covered Component to perform the function for which it was designed, subject to the exclusions listed in Section 9.

**“Motor Dealer”** means the Motor Dealer named on the front page of this document and in the Customer Contract & Declaration as the Motor Dealer.

**“Optimum Comprehensive Warranty”** and **“Warranty”** means this Warranty issued by the Motor Dealer.

**“Per Claim Limits”** means the Per Claim Limits for each claim relating to Covered Components listed in clause 3 and clause 4.

**“Purchase Price”** means the price you paid for the Vehicle including GST and any on road costs.

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**"Repossessed"** is the taking of possession of your Vehicle by a financier in connection with finance provided to you by the financier.

**"Traded In"** means when you sell or hand over the Vehicle to a registered Motor Dealer.

**"Vehicle"** means the Vehicle described in the Customer Contract & Declaration.

**"Warranty Contract"** means this document and the completed Customer Contract & Declaration.

**"Warranty Cost"** means the amount payable by you to purchase the Warranty Contract for the Warranty Term.

**"Warranty Term"** means the period beginning on the date the Warranty Contract commences as shown on the Customer Contract & Declaration and ending on the date the Warranty Contract expires as shown on the Customer Contract & Declaration (unless terminated or cancelled earlier in accordance with this Warranty Contract).

**"we", "us", "our"** means the Motor Dealer.

**"Written Off"** in relation to your Vehicle, means your insurance company or a qualified vehicle assessor has assessed the Vehicle to be a total loss, or assessed it to be uneconomical or unsafe to repair.

**"you", "your"** means the person named in the Customer Contract & Declaration as the purchaser and owner of the Vehicle.

## 2. How your Warranty operates

**2.1** We provide this Warranty to you as part of the contract of sale of the Vehicle. We are the issuer of the warranty and have responsibility for payment of claims during the Warranty Term.

This Warranty is not:

- a) a contract of insurance. Neither us nor our warranty administrator, Davantage, are acting as an insurer;
- b) associated with the manufacturer of your Vehicle and is not an extension of any warranties provided by the manufacturer of your Vehicle; and
- c) is not a repair or maintenance plan for your Vehicle.

**2.2** We have appointed Davantage as a contract and claims administrator for this Warranty. This means that Davantage will do things in respect of this Warranty as our agent, including considering any claims you lodge and (if your claim is approved) authorising repairs, settling claims, answering questions you have about this Warranty (and exercising our rights under this Warranty Contract). Should you have any enquiries regarding any aspect of the details within this Warranty Contract, or if you wish to make a claim on this Warranty, contact Davantage.

**2.3** You agree that we will not be required to pay a Warranty claim, under this Warranty, where Davantage has finalised its review of your claim and either:

- a) Davantage pays the claim in its capacity as administrator of this Warranty; or
- b) Davantage provides notice to you that the claim does not satisfy the terms of this Warranty Contract and the claim will

c) not be paid (for example, this may occur because an Exclusion applies).

Davantage's decision about a claim is final.

**2.4** To make a claim or query, you will need to contact Davantage in the first instance. Davantage's contact details are set out in clause 12: Contact us. If you wish to make a complaint about Davantage's services or any decision Davantage makes regarding a claim, you can contact Davantage's Complaints Officer on 1800 888 760.

Davantage will acknowledge receipt of your complaint within one (1) business day and attempt to resolve it within thirty (30) days after your complaint was first lodged.

If you are still not satisfied with a decision made by Davantage about your claim, you can contact us to have the decision reviewed. If you are still dissatisfied with the outcome, you can contact the Department or Office of Fair Trading in your State or Territory for assistance.

**2.5** The commencement date of this Warranty will be the later of the date of delivery of the Vehicle, or the expiry of any Manufacturer's Warranty.

**2.6** The Warranty Contract will end on the expiry of the Warranty Term.

**2.7** We may terminate your Warranty if you materially breach the terms and conditions of this Warranty Contract.

**2.8** We will validate the Warranty Contract by completing the Customer Contract & Declaration and Warranty Term that we are prepared to offer you.

**2.9** We will, in respect of the Mechanical Failure of the Vehicle, pay the reasonable cost, up to the Per Claim Limits applicable, to repair the failed Covered Components commensurate with the Vehicle's age and kilometres travelled subject always to the Terms and Conditions in this document. If a covered component cannot be repaired and requires replacement, we use new, recycled or reconditioned parts consistent with the age and condition of the vehicle. Parts used may be supplied or manufactured by a company other than your vehicle's manufacturer.

**2.10** Repairs and/or replacement of the Vehicle's Covered Components will only occur where the Mechanical Failure causes the damage. We and our agents (including Davantage) are not required to repair or authorise for repair, a component that is worn but still fit for use.

**2.11** We and our agents (including Davantage) have no liability or responsibility for loss, damage, expenses or other liability you may incur as a result of any delays relating to the repair of your Vehicle which is caused by our suppliers' delays in obtaining parts and/or materials required.

**2.12** Nothing in this warranty excludes, restricts or modifies your rights under the ACL.

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### 2.13 Eligibility

There are restrictions related to vehicle age and kilometres travelled that will determine the Warranty plan that your vehicle is eligible for. Your Motor Dealer will select the Warranty plan based on the Vehicle age and mileage for your purchase consideration.

Plan	Eligibility
Plan A	For vehicles up to 12 years that have travelled less than 180,000kms at the date of purchase.
Plan B	For vehicles up to 8 years that have travelled less than 120,000kms at the date of purchase.
Plan C	For vehicles up to 5 years that have travelled less than 100,000kms at the date of purchase.

### 3. Covered Components

- 3.1 This Warranty Contract covers the repair or replacement of failed mechanical and electrical components which would have been covered by the original Manufacturer's Warranty, as specified in the Manufacturer's Warranty book, unless noted as an Exclusion in this Warranty (see clause 9).
- 3.2 Your Motor Dealer will select one of the following Warranty plans that applies to your Vehicle. The most we will pay in relation to any one claim (including GST) is up to the Per Claim Limit as listed below. All claims may be paid up to the claim limit as shown in this table however the total value of all claims is limited to the Purchase Price.

Plan A	Up to \$5,000
Plan B	Up to \$8,000
Plan C	Up to the Market Value of the Vehicle at the time of the claim.

### 3.3 Maximum Claim Limit and Kilometre Limit

There is no limit to the number of claims that can be made or the kilometres travelled under the Warranty Contract during the Warranty Term, however the total value of all claims is limited to the Purchase Price.

### 4. Other coverage

#### 4.1 Accommodation

We will reimburse you up to \$175.00 per day for a maximum of five (5) days per claim towards the cost of accommodation actually paid and reasonably incurred under the following circumstances:

- a) if the Mechanical Failure is approved as a claim under the terms of the Warranty Contract; and
- b) if the Mechanical Failure occurs more than 100km from your usual residence; and
- c) the Vehicle is immobilised for more than one (1) day.

#### 4.2 Car Hire

We will reimburse you up to \$125.00 per day for a maximum of seven (7) days, per claim towards the cost of car hire actually paid and reasonably incurred under the following circumstances:

- a) if the Mechanical Failure is approved as a claim under the terms of the Warranty Contract; and
- b) the repair takes more than five (5) business days after the date of authorisation to be completed.

#### 4.3 Transfer of Warranty

If you sell the Vehicle, we may transfer your Warranty Contract to the new purchaser unless Davantage reasonably considers that you have not complied with the terms of the Warranty Contract. In order to validate the transfer you must within thirty (30) days after the sale of the Vehicle, provide Davantage with:

- a) A copy of the vehicle registration transfer papers;
- b) The completed Transfer of Ownership form which can be downloaded from [www.nwc.com.au](http://www.nwc.com.au) or by contacting Davantage on 1800 888 760.
- c) Complete service invoice records, as detailed in clause 5.3; and
- d) A transfer fee of \$75.00.

The Warranty Contract cannot be transferred to another Vehicle.

#### 4.4 Ease of Claim Lodgement

In the event of a claim, simply contact Davantage prior to the commencement of any repairs. It is not necessary to fill out any claims forms.

#### 4.5 Quality Guarantee

Any Covered Component repaired under this warranty will continue to be a Covered Component until expiry of the Warranty Term.

#### 4.6 Compensation under the ACL

The benefits set out in this clause 4 do not exclude, restrict or modify your rights under the ACL to compensation for reasonably foreseeable loss in certain circumstances. Further details of your rights and remedies under the ACL are attached to this document.

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## 5. Your obligations under this Warranty

**From the date your Warranty Contract commences, you must comply with the following conditions. Failure to comply with these conditions may invalidate a claim (but will not void this Warranty Contract).**

### 5.1 Servicing requirements

You must have the Vehicle serviced as per the manufacturer's guidelines.

You may take your vehicle to any licensed mechanic or service centre.

**5.2 Coolants and lubricants** - You must regularly check and maintain coolants and lubricants.

**5.3 Service invoice records** - You must provide each service invoice (copy/original) to Davantage detailing the Vehicle's registration number, your name and address, kilometres at the time of service, the work performed, and the Warranty Contract number.

You can provide the invoices to Davantage by uploading them via its website [www.nwc.com.au](http://www.nwc.com.au) or posting or emailing the invoices to Davantage (see clause 12: Contact us).

The processing of your claim may be delayed or declined if Davantage does not have invoices detailing the service history of the Vehicle.

**5.4 Road worthiness** - You must take all reasonable care to maintain the roadworthy condition of the Vehicle.

**5.5 Operation** - The Vehicle must at all times be operated in accordance with the manufacturer's instructions and in a manner consistent with the Vehicle's design and specifications.

**5.6 Minimise damage** - You, or any other person in control of the Vehicle, must take all reasonable precaution to minimise damage to the Vehicle and/or the Vehicle's components/ parts when you or they suspect a Mechanical Failure may have developed.

## 6. Taxation implications

The taxes and charges that apply to the Warranty will be shown on the Customer Contract & Declaration issued by us. The Per Claim Limit for each claim includes any GST payable for repairs and replacement.

## 7. Making a Claim

**7.1** Read the Warranty Contract to find out if your claim may be covered.

**7.2** Contact Davantage (whose contact details are found under clause 12: Contact us) or call 1800 888 760 for the location of your nearest approved repairer.

**7.3** The Warranty does not cover any repairs commenced without pre-approval from Davantage. An authorisation number must be issued by Davantage to the authorised repairer.

**7.4** It is your responsibility to authorise and pay for any diagnosis necessary to determine if the problem falls within the terms of the Warranty. If the claim is authorised by Davantage, the reasonable cost of the diagnosis will be included in the claim (up to the appropriate claim limit).

**7.5** After the problem has been diagnosed, the authorised repairer will contact Davantage and provide your Warranty Contract number, current odometer reading of the Vehicle, a description of the problem and cause, the repairs required, and the detailed estimated cost of repairs. Davantage will consider your claim and the information provided by the authorised repairer. Davantage will consider repairing or replacing (or pay for the reasonable cost of) any Covered Components up to the Per Claim Limits stated in this document, and otherwise subject to the Exclusions, terms and conditions of this Warranty Contract.

**7.6** Where deemed necessary Davantage may require the vehicle to be moved to an alternate repairer, nominated by Davantage for a second opinion or assessment or the required repairs, or request further evidence to support the diagnosis.

**7.7** If Davantage authorises your claim, Davantage will issue the authorised repairer with an authorisation number, which will allow the authorised repairer to commence repairs.

**7.8** You will be required to contribute to the cost of coolants, lubricants, machining and re-gassing.

**7.9** To make a claim in respect of accommodation (clause 4.1) or car hire (clause 4.2) forward a copy of your paid tax invoice to Davantage, quoting the Warranty Contract number, ensuring your current address is provided. If approved, we will forward payment within fourteen (14) days.

## 8. When you're unable to claim under this Warranty

**8.1** You may be ineligible to make a claim, or Davantage may decline a claim under the Warranty, if:

- a) you fail to minimise damage to the Vehicle by continuing to drive the Vehicle when damage to any of the Vehicle's Covered Components is suspected;
- b) repairs are commenced or carried out without the express authority of Davantage;
- c) you fail to provide proof of payment for services if required;
- d) you fail to comply with your obligations under the Warranty as specified in clause 5; or
- e) you have failed to service your vehicle in accordance with the manufacturer's requirements and the failure to service is directly attributable to the cause of your claim.

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**8.2** If upon assessment of your claim, Davantage discovers that you are in breach of your obligations, you will be ineligible to claim for that specific repair or any faults whilst in breach of those obligations. If this happens, you will be responsible for the repair cost yourself, however, you will still be able to use our extensive network of approved repairers to ensure an efficient and cost effective repair process.

## 9. Exclusions from this Warranty

**Under this Warranty Contract, we will not pay for repair or replacement in the following circumstances:**

**Accidental Damage** - Any loss of or damage to your vehicle resulting from a collision, impact or any accidental fire, theft or water ingress.

**Batteries** - Any mechanical failure to any battery including batteries fitted to Hybrid or Fully-Electric Vehicles.

**Certain Uses** - Where the vehicle is being used as;

- a mining, police or other emergency vehicle, or
- any form of motor sport including, but not limited to, racing, motor events or competitions.

**Consequential Loss** - Any Consequential Loss or damage of any kind, as described in section 1 of this warranty contract.

**Contamination** - Failure caused by the ingress of any foreign material or the contamination of any fluids.

**Continued Use** - any repairs required as a result of the continued operation of the Vehicle once a defect or fault has occurred. Davantage may assess if the initial failure falls within the terms of the Warranty, but no further damage will be covered.

**Diagnostic Costs** - The cost to diagnose the fault, unless accepted as part of an authorised claim.

**Exceeding Operating Limitations** - Any mechanical failure attributed to the failure to follow the vehicle manufacturer's operating guidelines, including using the vehicle for a purpose for which it was not designed, exceeding the manufacturers operating limitations or misuse.

**Excessive Use of Oil** - Any claim relating to the excessive use and/ or burning of oil where no sudden or unforeseen mechanical failure has occurred.

**Exhaust System** - Exhaust system components including but not limited to mufflers, pipes, particulate filters (DPF) and catalytic converters.

**Exterior Components** - Any repairs to the trim, paintwork, panel and bodywork. These items include, but are not limited to: wheels, tyres, convertible roof mechanisms, materials and trim, lamps and lamp units, bulbs, weatherstrips and seals, mirror assemblies, and components made of glass.

**Faults and Recalls** - Any failure caused by faulty design (common faults) or covered by any other warranty, entitlement or recall campaign including any manufacturer's vehicle warranty, repairer's guarantee, or failure to address or complete any published or issued recall or notice from the manufacturer.

**Housings** - The repair or replacement of any component housings, covers, bolts, threads and/or fixing and fastening devices will not be covered, unless the repair or replacement of the housing is required as part of the repair or replacement of a Covered Component.

**Interior Components** - Seats, carpets, cup holders and ashtrays, sun visors, components made of glass and/or decorative components or SRS Components including seat belts and air bags.

**Location** - Any claim where the mechanical failure occurs outside of Australia.

**Maintenance** - Any maintenance, adjustment, Calibration, upgrade, modification, machining and/or reprogramming required to any covered component.

**Modifications** - Any component that has been modified or altered from the original manufacturers specifications, including any damage caused by modifications or alterations. This includes, but is not limited to, components altered as a result of Left to Right Hand Drive Conversions, fuel system or performance modification including ECU Alterations, turbochargers, superchargers or LPG units, other than a unit supplied, fitted or endorsed by the Vehicle's manufacturer.

**Neglect** - Any repair or replacement required as a result of any form of neglect, including where the vehicle has not been serviced in accordance with the service requirements detailed under "Servicing requirements" in clause 5.1 of this document.

**Negligence** - Any failure caused by negligence, including but not limited to, a failure due to a lack of, poor quality, or the incorrect grade or type of fuel, lubricant, coolant or any other required fluids.

**No Mechanical Failure** - any Covered Component that is worn but is still fit for use.

**Pre-existing defects** - Defects existing at the time the warranty came into effect.

**Personal injury/property damage** - Any liability for death, bodily injury, or damage to property.

**Rust** - Failure caused by corrosion, electrolysis or rust.

**Seals and Gaskets** - Repair or replacement of seals, gaskets or any component/part damaged due to their failure.

**Specific Parts** - Any items that require replacement as a part of normal vehicle maintenance or are known to have a limited service life, including spark plugs and leads, glow plugs, belts, timing belts and chains, including guides, sprockets, keyways and tensioners, filters, hoses, any rubber bushes, couplings, dampeners or mounts, CV boots, shock absorbers, strut inserts, suspension air bags, brake linings, brake pads, disc rotors, drums, clutch linings, globes and fuses.

**Unauthorised Repairs** - any claims where you have not contacted Davantage prior to the commencement of any repairs where Davantage has not issued a work authorisation number. Davantage may consider a claim for Unauthorised repairs if Davantage considers the repairs were deemed necessary in an emergency.

**The exclusions set out above do not affect any right or entitlement you may have under the ACL.**

# Optimum Comprehensive Warranty Terms and Conditions

## 10. Cooling Off Period and Cancellation

- 10.1** You may cancel this Warranty Contract for any reason within the Cooling Off Period which is 30 days after the date of purchase. We will provide you with a full refund of the Warranty Cost as displayed on your Customer Contract and Declaration, provided that you have not made a claim under the warranty. There is no refund available where this warranty was a complimentary inclusion in the purchase price of your vehicle.
- 10.2** If you wish to cancel your Warranty Contract at any time or during the Cooling Off Period, you must notify Davantage in writing at the following address:
- Davantage  
PO Box 159,  
Traralgon, Victoria 3844
- Or by email at [cancellations@nwc.com.au](mailto:cancellations@nwc.com.au) Davantage can also be contacted by telephone on 1800 888 760.
- 10.3** Your Warranty may be cancelled if you, or a person acting on your behalf, provide a false or misleading statement or information in relation to a claim, if the Vehicle's odometer has been tampered with or is defective or if the Vehicle has at anytime been used for rallying, racing, competitive driving or tested for any such events.
- 10.4** This Warranty is not refundable if you change your mind unless you cancel it within the Cooling Off Period. Under the Australian Consumer Law you may be entitled to a refund if the Warranty is not fit for the purpose for which it has been sold to you or if the services provided under the Warranty are not delivered to you with due care and skill.
- 10.5** You are entitled to a refund calculated on a pro-rata basis of the Warranty Cost, as displayed on your Customer Contract and Declaration, in the event that you cancel the Warranty Contract due to the Vehicle having been Stolen, Written Off, Repossessed or if the Vehicle is traded into a Motor Dealer. In order to obtain the refund you must provide Davantage with reasonable proof that the Vehicle has been stolen, Written Off, Repossessed or Traded In at the same time that you advise Davantage in writing that you wish to cancel the Warranty Contract using the contact details in clause 10.2. An amount equal to any amount paid to you for a claim under the Warranty Contract will be deducted from the pro-rata refund. You will also be charged a cancellation fee of \$110 including GST.
- 10.6** Nothing in this clause 10 excludes your right to a refund pursuant to the consumer guarantees under the Australian Consumer Law.

## 11. Your privacy rights

- 11.1** Davantage is committed to protecting your privacy. Davantage collects your personal information to perform its business activities and functions, including administering your Warranty and assessing any claims you make. Davantage may disclose your personal information to its trading divisions, associated entities, related bodies corporate or to another person or organisation necessary for the performance of its functions and on confidential terms. Please contact Davantage if you do not wish this to happen. Davantage will not trade, rent or sell your information.
- 11.2** If you don't provide Davantage with complete information, Davantage cannot administer the Warranty. If you provide Davantage with personal information about anyone else, Davantage relies on you to tell them that you will give Davantage their information, tell them who Davantage gives it to, the purposes for which Davantage will use it and how they can access and correct it. If the information is sensitive, Davantage relies on you to have obtained their consent on these matters.
- 11.3** Davantage Privacy Policy contains important information about how it collects, holds, uses and discloses personal information. It explains what happens if Davantage cannot collect your personal information, as well as how you can access and correct the personal information Davantage holds about you, or make a complaint. It is available at [www.nwc.com.au](http://www.nwc.com.au). If you do not wish to receive promotional material from Davantage, or would like a copy of the Davantage Privacy Policy, please contact Davantage.

## 12. Contact us

For any questions about your warranty, please contact: Davantage

Davantage  
PO Box 159,  
Traralgon, Victoria 3844

Phone: 1800 888 760  
Fax: 03 5177 4050  
Email: [warranty@nwc.com.au](mailto:warranty@nwc.com.au)  
Web: [www.nwc.com.au](http://www.nwc.com.au)

# Australian Consumer Law

## Summary of your relevant rights and remedies under the Australian Consumer Law

The Australian Consumer Law (ACL) protects consumers by automatically giving them basic, guaranteed rights for goods they purchase (Consumer Guarantees) at no charge. For example, the ACL requires that, taking account of the nature of goods, the price, any representations made by the supplier or manufacturer and other relevant circumstances, the goods must be free of defects, do what they are meant to do, be safe, durable and acceptable in appearance and finish, be fit for any particular purpose that the consumer makes known and comply with any description given or any demonstration model used.

In the event of a breach of a Consumer Guarantee where there is a major failure of the goods, consumers are entitled to reject the goods and choose a replacement or refund and claim compensation for any reasonable foreseeable loss or damage suffered by consumers as a result of the failure. Where the failure does not amount to a major failure, consumers are entitled to have the supplier repair or replace the goods or provide a refund (at the supplier's choice). Whether a specific failure breaches a Consumer Guarantee and a consumer is entitled to a remedy under the ACL will depend on the circumstances.

Consumer Guarantees have no set time limit but generally last for an amount of time that is reasonable to expect in the circumstances, given factors including the cost and quality of the goods, the use made of the goods or any representation made by

the supplier or manufacturer. In some instances, manufacturers of goods provide a warranty in respect of their goods (a Manufacturer's Warranty) which is separate to the Consumer Guarantees. The exact amount of time that the Consumer Guarantees last in the case of a specific purchase varies depending on the circumstances.

Consumers with a claim for breach of a Consumer Guarantee should contact the supplier of the goods at first instance. If you are unable to reach resolution with the supplier as to the remedy, you should seek independent advice and/or contact the Australian Competition and Consumer Commission (ACCC) (contact details below) or your state/territory fair trading body.

## Comparison of rights and remedies under the ACL and the features provided by Optimum Comprehensive Warranty

The information below provides a summarised comparison of Consumer Guarantees and the protections offered by the purchase of Optimum Comprehensive Warranty. Please note that this table is a summary only and is not a substitute for obtaining legal advice on the ACL and reading the full Terms and Conditions contained in this document, as certain limitations and exclusions apply in certain circumstances, including an exclusion if you fail to use the Vehicle in accordance with the manufacturer's care instructions or if the Vehicle is damaged in an accident.

In addition, you can visit [www.accc.gov.au](http://www.accc.gov.au) for more information on the Consumer Guarantees or information on how to contact the ACCC.

Protection	ACL rights and remedies	Rights under Optimum Comprehensive Warranty
How long does the protection against defects last?	<p>The protection lasts for a reasonable period from the date of delivery until the defect becomes apparent. Some circumstances in determining what is reasonable include the nature and age of the Vehicle, the price, the way it is used and any statements or representations made about the Vehicle.</p> <p>The duration of coverage may overlap and exceed the term of the Manufacturer's Warranty and/or Optimum Comprehensive Warranty.</p> <p>The relevant period can only be determined by reference to the individual circumstances of your purchase.</p>	<p>Protection commences on the later of the date of delivery of the Vehicle or the expiry of any Manufacturer's Warranty and continues for the term specified on the Customer Contract &amp; Declaration.</p>
Am I protected if the Vehicle is defective?	<p>Protection applies where the Vehicle is not of "acceptable quality", "fit for purpose" or does not "match the description." Depending on the circumstances this may include protection against defects such as mechanical or electrical failure or faults caused by wear and tear.</p>	<p>Protection applies where there is Mechanical Failure in accordance with these Terms and Conditions, and subject to the Exclusions listed in clause 9.</p> <p>Mechanical Failures caused by wear and tear or the age of the components will be covered. Mechanical Failures due to negligence will not be covered.</p>

Australian Consumer Law

Protection	ACL rights and remedies	Rights under Optimum Comprehensive Warranty
What remedies are available if the Vehicle is defective and protection is available?	<p>Where the fault is a major fault (as defined in the ACL) or cannot be remedied, you may be entitled to reject the Vehicle and obtain a refund or replacement of the Vehicle, or keep the Vehicle and ask for compensation for any drop in value. You are responsible for returning the Vehicle to the supplier (including the cost of doing so) unless this cannot be done without significant cost because of the nature of the failure or other characteristics of the Vehicle.</p> <p>Where the fault is not a major fault and can be remedied, you may require the supplier to remedy the failure within a reasonable time. In these circumstances, the supplier is entitled to choose to repair or replace the goods or provide a refund.</p> <p>You may also be entitled (by legal proceedings against the Dealer or Manufacturer) to claim reasonably foreseeable consequential losses, such as in respect of the costs of car hire and accommodation. The ACL does not specify a maximum amount of loss that can be claimed.</p>	<p>In respect of a Mechanical Failure covered by the Warranty:</p> <ul style="list-style-type: none"><li>Repair or replacement of relevant components unless excluded by clause 9, up to certain monetary amounts.</li><li>Certain other benefits set out in clause 4, relating to accommodation, car hire and other benefits up to the monetary amounts set out in the terms and conditions.</li></ul>
Who is obliged to provide the remedy if protection is available?	<p>Dealer (if seeking a repair, refund or replacement, or if you commence proceedings to claim damages).</p> <p>Manufacturer (for damages only).</p>	Us, via Davantage – phone 1800 888 760.
Cost of coverage.	No cost.	The cost of Optimum Comprehensive Warranty.
Is a Technical Assistance Helpline available to help with my product.	This is not required under the ACL, but some suppliers and manufacturers do provide a helpline.	Yes, during the Term call Davantage on 1800 888 760.
What happens if I receive a remedy for a defective Vehicle?	Any replacement or repair will be covered for a reasonable period depending upon the circumstances in the same way as described above under the heading "How long does the protection against defects last?"	Any authorized repairs carried out under the Warranty Contract will be covered for the remaining Warranty Term. There is no limit to the number of claims made under the Warranty Contract during the Warranty Term.

Benefits of the Optimum Comprehensive Warranty

We appreciate that you may want the comfort of knowing that if your Vehicle suffers Mechanical Failure, your Vehicle will be covered for a specific time period.

When you purchase the Optimum Comprehensive Warranty, you are obtaining certainty as to the period of coverage and that the Covered Components will be repaired or replaced (subject to Per Claim Limits and Exclusions). Other benefits include:

- certainty as to the period and extent of cover;
- the convenience of having the replacement process managed for you by us via our warranty administrator, Davantage;
- clear processes for making a claim for car hire, accommodation and other benefits; and
- the support of our warranty administrator, Davantage.





# Service Advice Records

**Service Advice .1**

To the Repairer: In the best interests of your customer, please fill out all the information below.

Invoice /Job No:  
Registration No:  
Odometer:  
Date:

REPAIRER/SERVICE CENTRE STAMP:

1

**Service Advice .2**

To the Repairer: In the best interests of your customer, please fill out all the information below.

Invoice /Job No:  
Registration No:  
Odometer:  
Date:

REPAIRER/SERVICE CENTRE STAMP:

2

**Service Advice .3**

To the Repairer: In the best interests of your customer, please fill out all the information below.

Invoice /Job No:  
Registration No:  
Odometer:  
Date:

REPAIRER/SERVICE CENTRE STAMP:

3

**Service Advice .4**

To the Repairer: In the best interests of your customer, please fill out all the information below.

Invoice /Job No:  
Registration No:  
Odometer:  
Date:

REPAIRER/SERVICE CENTRE STAMP:

4

**Service Advice .5**

To the Repairer: In the best interests of your customer, please fill out all the information below.

Invoice /Job No:  
Registration No:  
Odometer:  
Date:

REPAIRER/SERVICE CENTRE STAMP:

5

**Service Advice .6**

To the Repairer: In the best interests of your customer, please fill out all the information below.

Invoice /Job No:  
Registration No:  
Odometer:  
Date:

REPAIRER/SERVICE CENTRE STAMP:

6

# Service Advice Records

## Service Advice .7

To the Repairer: In the best interests of your customer, please fill out all the information below.

Invoice /Job No: \_\_\_\_\_  
Registration No: \_\_\_\_\_  
Odometer: \_\_\_\_\_  
Date: \_\_\_\_\_

REPAIRER/SERVICE CENTRE STAMP:

7

## Service Advice .8

To the Repairer: In the best interests of your customer, please fill out all the information below.

Invoice /Job No: \_\_\_\_\_  
Registration No: \_\_\_\_\_  
Odometer: \_\_\_\_\_  
Date: \_\_\_\_\_

REPAIRER/SERVICE CENTRE STAMP:

8

## Service Advice .9

To the Repairer: In the best interests of your customer, please fill out all the information below.

Invoice /Job No: \_\_\_\_\_  
Registration No: \_\_\_\_\_  
Odometer: \_\_\_\_\_  
Date: \_\_\_\_\_

REPAIRER/SERVICE CENTRE STAMP:

9

## Service Advice .10

To the Repairer: In the best interests of your customer, please fill out all the information below.

Invoice /Job No: \_\_\_\_\_  
Registration No: \_\_\_\_\_  
Odometer: \_\_\_\_\_  
Date: \_\_\_\_\_

REPAIRER/SERVICE CENTRE STAMP:

10

## Service Advice .11

To the Repairer: In the best interests of your customer, please fill out all the information below.

Invoice /Job No: \_\_\_\_\_  
Registration No: \_\_\_\_\_  
Odometer: \_\_\_\_\_  
Date: \_\_\_\_\_

REPAIRER/SERVICE CENTRE STAMP:

11

## Service Advice .12

To the Repairer: In the best interests of your customer, please fill out all the information below.

Invoice /Job No: \_\_\_\_\_  
Registration No: \_\_\_\_\_  
Odometer: \_\_\_\_\_  
Date: \_\_\_\_\_

REPAIRER/SERVICE CENTRE STAMP:

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