



## Your Vehicle Warranty Information



# YOUR PRE-OWNED VEHICLE WARRANTY



## OPTIMUM COMPREHENSIVE WARRANTY APPROVED PRE-OWNED VEHICLE POLICY - FACT SHEET



The Optimum Comprehensive warranty covers the repair of mechanical and electrical components as listed in the vehicles Manufacturer Warranty book, less the exclusions listed in Section 9 of the Optimum Comprehensive warranty terms and conditions.

### FEATURES

Term available	As per contract of agreement.
Servicing intervals	As per manufacturer's guidelines and requirements.
Drive2go Lease Pricing	Refer to your lease package offer and additional surcharge on vehicle category 2, 3 & 4.
Other benefits	Accommodation Reimbursement of up to \$175 per day for up to 5 days Car Hire Reimbursement of up to \$125 per day for up to 7 days
Max claim limit	Plan A (Limits Applied)
Claims Handling	Ph 1300 996 889 or email: support@drive2go.com.au
Vehicle Category Surcharge	Category 1 : (Included) and Approved on Warranty Cost Package offer on your Lease2own package. Category 2: Accepted with additional surcharge cost of \$55 weekly. Category 3: Accepted with additional surcharge cost of \$75 weekly. Category 4: Accepted with additional surcharge of \$99 weekly.

#### PLAN A

Qualification	Vehicles up to 10 years and 160,000km
Claim limit	Up to \$5,000
Coverage	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 Section 9 of the Terms and Conditions).
Specific parts exclusions	Any parts that would normally be regarded as adjustments, calibrations, alignment, machining, timing chains and belts, timing chain tensioner, keyways, servicing and/or maintenance related items, bushes, gaskets and seals, hoses, pipes, fuses, exhaust systems, catalytic converters, rubbers, airbags and sensors, interior or exterior panel or paint items, trim (including seats), glass, mirrors, cables, accessory items or cosmetic vehicle items.
Housings	The repair or replacement of any component housings 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.
Oils, lubricants	Section 7.8: The customer will be required to contribute to the cost of coolants, lubricants and machining.

**For all warranty claims, diagnostics or arrange for repairs Ph: 1300 996 889**

Warranty is issued by you the Dealer or agent and administered by Davantage Group Pty Ltd (ABN 35 161 967 166 AFSL 438157) trading as National Warranty Company (NWC). There may be some features of the Optimum Comprehensive Warranty which overlap with your customers' rights under the Australian Consumer Law. However the Optimum Comprehensive Warranty will provide your customers with the benefit of certainty regarding the period of warranty coverage. Nothing in the purchase of the Optimum Comprehensive Warranty excludes, restricts or modifies your customers' rights under the Australian Consumer Law. Your customers are not required to pay for your rights and remedies under the Australian Consumer Law. Your customers should carefully read the Warranty Contract for the full terms, conditions and exclusions and a summary of the rights and remedies available to them under the Australian Consumer Law before making any decision to purchase the warranty.

# What's Covered

Per Claim Limit (Each Category): Plan A **\$5,000**

**NWC Optimum Comprehensive Warranty covers the repair or replacement of failed mechanical and electrical components which would have been covered by the original Manufacturer's Warranty. Featured diagram is indicative only. Terms, conditions and exclusions apply.**

## Engine

Components such as balance shaft and bearings, camshaft, camshaft gears, connecting rods, crankshaft, crankshaft bearings, cylinders, engine block, internal bushings, meshing timing gears, oil pump, piston rings, pistons, and wristpins.

## Ignition System

Components such as ignition module, ignition coil, and crank angle sensor.

## Electronic Transmission

Components such as computer, solenoids and mechatronics unit.

## Clutch System

Pressure plate.

## Air Conditioning

Components such as compressor, evaporator and condenser.

## Gearbox/Transmission

All internal mechanical parts.

## Turbocharger/Supercharger

Components such as impellers and bearings.

## Steering System

Components such as rack and pinion, steering box, feeder pipes and power steering system.

## Power Window Motors

Components such as motor and window regulator.

## Fuel System

Components such as fuel injectors, carburettor, fuel pump and throttle body.

## Braking System

Components such as system booster, brake calipers, and master cylinder.

## ABS System

ABS control unit.

## Differential

Components such as internal lubricated parts.

## Drive Shaft and Universals

Components such as drive shaft and universal joints.

## Cooling System

Components such as cooling fan and thermostat, viscous coupling and water pump.

## Electrical System

Components such as engine control unit, alternator, voltage regulator and windscreen wiper motor.



The warranty product is issued by your dealer and is administered by Davantage Group Pty Ltd (ABN 35 161 967 166 AFSL 438157) trading as National Warranty Company (NWC). Your dealer is required to provide the customer's details to NWC so that NWC can determine whether your warranty claim will be processed.

By purchasing the Optimum Comprehensive Warranty you will get the benefit of certainty regarding the period of warranty coverage and the convenience of having the replacement process managed for you. Read the Warranty Contract for the full terms, conditions and exclusions and a summary of the rights and remedies available to you under the Australian Consumer Law before making any decision to purchase the warranty.

Your 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. The benefits provided under this warranty are in addition to other rights and remedies you have under the law.

# Optimum Comprehensive Warranty

VEHICLE CATEGORIES - Find the vehicle below to determine the pricing category

CATEGORY 1		CATEGORY 2		CATEGORY 3		CATEGORY 4	
Ford	(all) Excl. XR6 Turbo, XR8, Transit, Mustang & Ford FPV	Abarth	(all)	Alfa Romeo	(all)	Aston Martin	(all)
Holden	(all) Excl. HSV	BMW	(all) All models including X Series. Excl. Z, 4, 7, 8, i (electric), L & M Series (Factory Built)	Audi	(all) Excl. R, S & TT Series	Audi	R, S & TT Series
Honda	(all)	Chery	(all)	BMW	6, 7, 8 & L Series	Bentley	(all)
Hyundai	(all) Excl. iLoad & iMax	Chrysler	(all)	Chevrolet	(all)	BMW	I, Z & M (Factory Built) Series
Isuzu	(all) Passenger & Ute	Citroen	(all)	Dodge	Ram	Caterham	(all)
Kia	(all)	Dodge	(all) Excl. Ram	Ford	Mustang (imported) & F Truck	Ferrari	(all)
Mazda	(all) Excl. RX8	Fiat	(all)	Grey Imports	(all)	Hummer	(all)
Mitsubishi	(all) Excl. Evo	Foton	(all)	HSV	Silverado	Lamborghini	(all)
Nissan	(all) Excl. Z Series & GTR	Ford	Mustang (AUS), XR6 Turbo, XR8 & Transit	Jaguar	(all)	Lotus	(all)
Proton	(all)	Ford FPV	(all)	Lexus	LFA & ISF	McLaren	(all)
Subaru	(all) Excl. WRX & WRX STI	Geely	(all)	Land Rover	(all)	Morgan	(all)
Suzuki	(all)	Great Wall	(all)	Mercedes	S Class	Maserati	(all)
Toyota	(all) Excl. Tundra	Haval	(all)	Subaru	WRX STI	Mercedes	AMG (Factory Built) Series
		HSV	(all) Excl. Silverado	Toyota	Tundra	Nissan	GTR
		Hyundai	iLoad & iMax	Volkswagen	Toureg	Porsche	(all)
		Jeep	(all)			Rolls Royce	(all)
		JMC	(all)			ZX Auto	(all)
		Infinity	(all)				
		LDV	(all)				
		Lexus	(all) Excl. LFA & ISF				
		M.G	(all)				
		Mahindra	(all)				
		Mazda	RX8				
		Mercedes	(all) Excl. AMG (Factory Built) & S Class				
		Mini	(all)				
		Mitsubishi	Evo				
		Nissan	Z Series				
		Opel	(all)				
		Peugeot	(all)				
		Renault	(all)				
		Saab	(all)				
		Smart Car	(all)				
		SsangYong	(all)				
		Skoda	(all)				
		Subaru	WRX				
		Volkswagen	(all) Excl. Touareg				
		Volvo	(all)				

**For any vehicles not listed, please contact your local Business Development Manager prior to quoting.**

This Warranty Product is issued by the motor dealer and is administered by Davantage Group Pty Ltd (ABN 35 161 967 166 AFSL: 438157) trading as National Warranty Company (NWC).

The features described are subject to terms and conditions and have not detailed any warranty exclusions. There may be some features of the Optimum Comprehensive Warranty which overlap with the customers' rights under the Australian Consumer Law. However, the Optimum Comprehensive Warranty will provide your customers with the benefit of certainty regarding the period of warranty coverage. Nothing in the purchase of Optimum Comprehensive Warranty excludes, restricts or modifies rights under the Australian Consumer Law. Customers are not required to pay for rights and remedies under the Australian Consumer Law.

It is recommended that customers carefully read the Warranty Contract for the full terms, conditions and exclusions and a summary of the rights and remedies available to them under the Australian Consumer Law before making any decision to purchase the warranty.

# 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.

By signing the Customer Contract & Declaration, you acknowledge that you agree to, and fully understand, the terms and conditions of the Warranty Contract.

## 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 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.

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 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.

“**Glass’ Guide**”, is the Vehicle valuation guide provided by Glass’ Information Services 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 Glass’ Guide.

“**Mechanical Failure**” means the sudden and unforeseen failure of any Covered Component to perform the function for which it was designed, but does not include any failure due to negligence.

“**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.

# Optimum Comprehensive Warranty Terms and Conditions

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

**“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 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 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 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.

**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.

# Optimum Comprehensive Warranty Terms and Conditions

## 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 10 years that have travelled less than 160,000kms 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
--------	---------------

## 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

The Warranty Contract cannot be transferred to another Vehicle.

### 4.4 Ease of Claim Lodgement

**In the event of a claim, simply contact Drive2go 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.

# Optimum Comprehensive Warranty Terms and Conditions

## 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 by a licensed mechanic or service centre as per the manufacturer's guidelines.
- 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 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, the repairs required, and the 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** If Davantage authorises your claim, Davantage will issue the authorised repairer with an authorisation number, which will allow the authorised repairer to commence repairs.
- 7.7** You will be required to contribute to the cost of coolants, lubricants and machining.
- 7.8** 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.
- 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.



# Optimum Comprehensive Warranty Terms and Conditions

## 9. Exclusions from this Warranty

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

- a) abuse - repair or replacement required due to misuse, neglect or abuse of the Vehicle;
- b) accident - damage attributed to impact or road traffic accident;
- c) certain uses - damage to, or repairs of, a Vehicle that has been used for motor racing, motor events, or motor competitions, or stunts or caused by exceeding the manufacturer's operating limitations;
- d) consequential loss - any Consequential Loss or damage of any kind;
- e) continued use - any repairs required as a result of the continued operation of the Vehicle once a defect or fault has occurred;
- f) faults and recalls - failure caused by faulty design (common faults) or any expense arising from, or due to, the recall of the Vehicle by the manufacturer;
- g) fire - repair or replacement for damage caused by fire;
- h) housings - the repair or replacement of any component housings 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;
- i) modifications - any failure as a result of alteration or modification to the Vehicle;
- j) negligence - any failure caused by negligence or misuse including: any Mechanical Failure due to a lack of coolant, loss of lubricant, restricted oil pickup, excessive use of oil, or overheating;
- k) personal injury/property damage - any liability for death, bodily injury, or damage to property;
- l) pre-existing defects - defects existing at the time the warranty came into effect;
- m) rust/contamination - failure caused by rust or corrosion of any kind or by contaminated fluids;
- n) specific parts - any parts that would normally be regarded as adjustments, calibrations, alignment, machining, timing chains and belts, timing chain tensioner, keyways, servicing and/or maintenance related items, bushes, seals and gaskets, hoses, pipes, fuses, exhaust systems, catalytic converters, rubbers, airbags and sensors, interior or exterior panel or paint items, trim (including seats), glass, mirrors, cables, accessory items or cosmetic vehicle items;
- o) submersion - vehicles that have been submersed in water;
- p) theft - the warranty does not cover against theft;
- q) turbochargers, superchargers or LPG units - any Mechanical Failure that can be attributed to the Vehicle being fitted with an LPG, turbocharger or supercharger unit other than a unit supplied, fitted or endorsed by the Vehicle's manufacturer;
- r) 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.

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

## 10. Cooling Off Period and Cancellation

- 10.1** You may cancel this Warranty Contract within the Cooling Off Period which is 30 days after the date of purchase and receive a full refund on the condition that a claim has not been paid.
- 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.

# Optimum Comprehensive Warranty Terms and Conditions

## 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 Group Privacy Policy, please contact Davantage.

## 12. Contact us

For any questions about your warranty, please contact:

Davantage  
PO Box 159,  
Traralgon, Victoria 3844

# 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>	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 & Declaration.
Am I protected if the Vehicle is defective?	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>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>