

Extension to Manufacturer's Warranty

Product Disclosure Statement
& Contract Booklet AFS Licence 290572



Congratulations on purchasing your Warranty

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Product Disclosure Statement

This Product Disclosure Statement (PDS) describes the benefits, exclusions, and cost of the National Warranty Company Motor Vehicle Warranty as well as information about your rights if you decide to purchase the Warranty.

This PDS contains the terms and conditions of the Warranty. You should read it carefully before deciding to buy the Warranty.

Neither we nor our Authorised Representatives can advise you on whether the Warranty is suitable for your particular needs.

Who is National Warranty Company?

National Warranty Company (NWC) is the product issuer for this motor Vehicle Warranty. This means that we are responsible for the payment of any claims you make under the terms of the Warranty and not the Authorised Representative who sold you your Warranty.

NWC holds an Australian Financial Services Licence which authorises it to deal in, and provide general advice on, motor Vehicle Warranties. Our AFS Licence number is 290572.

Our Warranties

Precondition for sale of Warranty

NWC offers motor Vehicle warranties in connection with Vehicles sold by Authorised Representatives of NWC. As a precondition to every sale, the Vehicle must:

- Be in a roadworthy condition and mechanically sound at the time of Warranty purchase; and
- Have current motor Vehicle registration.

Warranty Options

Selecting a Warranty Option

You have 3 options when selecting a Warranty for your motor Vehicle. Whether an option is available to you depends on the age and the kilometres your motor Vehicle has travelled.

You should consider which level is most appropriate in your circumstances. Your Authorised Representative and NWC cannot advise you on which Warranty option suits your personal circumstances - you must decide for yourself.

Plan A	For vehicles 10 years and under that have travelled less than 160,000 kms at the date of purchase.
Plan B	For Vehicles 8 years and under that have travelled less than 120,000 kms at the date of purchase.
Plan C	For Vehicles 5 years under that have travelled less than 100,000 kms at the date of purchase.

This Warranty will come into effect on the commencement date as specified on the Warranty Schedule. Once the application has been fully paid and has been accepted by NWC the Warranty will continue for the period specified in the Schedule, provided that all terms and conditions are complied with.

1. What benefits are payable under your Warranty?

NWC will pay, in its absolute discretion, the reasonable cost of necessary repairs or replacement of a damaged Covered Component, but only where the damage is caused by a Mechanical Failure.

NWC will only pay to repair the Vehicle to a condition consistent with its age, condition and kilometres travelled.

- This Warranty contract covers mechanical and electrical items as covered by the manufacturer, which are specified in the Manufacturers Warranty book.
- The most we will pay in relation to any one claim:
Plan A: Up to \$3,000
Plan B: Up to \$7,500
Plan C: Up to the market value of the Vehicle at time of the claim.
- No liability or responsibility will attach to NWC for delays caused in obtaining parts and/or material required.

Warranty Period

The available Warranty periods are for;

- 12 months/30,000 kms • 24 months/60,000 kms
- 36 months/90,000 kms • 48 months/120,000 kms

The Warranty will cease at the end of the specified period, or on the day the Vehicle has travelled the specified number of kilometres, whichever comes first, provided that all terms and conditions are complied with. NWC must receive the amount payable for the Warranty. If NWC does not receive payment, we have the right to cancel your Warranty.

2. Definitions used in these terms

“**Authorised Representative**” means agents of NWC who are authorised to advise on or arrange Warranties or carry out other functions on behalf of NWC for which NWC’s business is required to be licensed.

“**consequential loss**” means damage caused to other components as a result of the initial failure of a separate component.

“**Financier**” means the registered finance company noted in the Schedule.

“**Mechanical Failure**” means the total failure of a covered component to perform the function for which it was designed.

“**Normal wear**” means the gradual reduction in a component’s ability to perform the functions for which it was designed commensurate with the Vehicle’s age and kilometres travelled.

“**Schedule**” means the Customer Contract/Declaration supplied to NWC detailing the information specific to your Warranty, including the duration of the Warranty, details of your Vehicle, the cost of the Warranty and applicable taxes.

“**Vehicle**” means the motor Vehicle described in the Schedule.

“**Warranty**” means the terms and conditions contained in this PDS forming the agreement between NWC and you.

“**we/us/our**” means National Warranty Company Pty Ltd (ABN: 66 087 662 771 AFS Licence No: 290572).

“**you/your**” means the purchaser and owner of the Vehicle as described in the Schedule.

3. What are your Obligations under the Warranty?

From the date your Warranty commences, you must comply with the following conditions. A failure to comply with these conditions may invalidate a claim or give us the right to cancel the Warranty.

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

Servicing Requirements - You must have the Vehicle serviced in accordance with the terms and conditions of the Warranty by a licensed mechanic or service centre;

- **Plan A and B** servicing must be carried out on or before 10,000kms or every 6 months, whichever occurs first.
- **Plan C** servicing must be carried out in accordance with your Vehicle Manufacturer servicing guidelines.

Coolants & Lubricants - Coolants and lubricants must be checked and maintained regularly;

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

Service Invoice - You must forward the service invoice (copy/original) detailing: the Vehicle's registration number, your name and address, kilometres at the time of service, the work performed, and the Warranty number to NWC within seven days of servicing the Vehicle. Our contact details appear on page 11. Evidence of posting must be available if requested.

Operation - The Vehicle must at all times be operated in accordance with the manufacturer's instruction and in a manner consistent with the Vehicle's parts, designs and specifications.

4. Are there any significant risks relating to the Warranty?

Discretionary risk product

This Warranty is a discretionary risk product. This means that you are entitled to have your claim for assistance heard, but that NWC is not obliged to pay all claims that come within the terms and conditions of the Warranty. You are entitled to have NWC decide whether or not to pay the entire claim or to make a contribution to your claim.

We will always consider the merits of your claim when making this decision to ensure that we exercise our discretion in a fair or just way. If we decide not to pay you for the claim, you will be responsible for the repair costs yourself.

Because NWC retains the discretion regarding the payment of claims, NWC may also decide to contribute to or pay entirely for repairs that do not come within the terms and conditions of the Warranty.

Because this Warranty is a discretionary product, it does not offer the same level of protection that an insurance policy may give you. NWC is not an insurance company and we are not required to maintain the same financial resources that an insurance company does. We do meet the 'financial resources' licence condition attached to our AFS licence.

Financial limits

There is a risk that one or more of your claims may exceed the financial limit for each Covered Component if the cost of the repairs exceed the limit stated for that Covered Component. You should take care to ensure you select a Warranty option that offers you the level of protection you are likely to require.

Complying with the Warranty conditions

There is a risk that we will not exercise our discretion in your favour and/or your claim will not be considered during any period where you have not complied with your obligations as per Section 3. You will be responsible for the repair costs for any Mechanical Failure that occurs during this period.

5. How much does the Warranty cost?

The maximum cost of this Warranty is the total cost set out below, inclusive of GST. The total cost includes your Authorised Representative's commission.
(See the Financial Services Guide for details).

Plan	12 months	24 months	36 months	48 months
Plan A				
Category 1	\$2,250	\$2,750	\$3,250	\$3,750
Category 2	\$2,750	\$3,250	\$3,750	\$4,250
Category 3	\$3,750	\$4,250	\$4,750	\$5,250
Category 4	\$5,750	\$6,250	\$6,750	\$7,250
Plan B				
Category 1	\$3,000	\$3,500	\$4,000	\$4,500
Category 2	\$3,500	\$4,000	\$4,500	\$5,000
Category 3	\$4,500	\$5,000	\$5,500	\$6,000
Category 4	\$6,750	\$7,250	\$7,750	\$8,250
Plan C				
Category 1	\$3,500	\$4,000	\$4,500	\$5,000
Category 2	\$4,000	\$4,500	\$5,000	\$5,500
Category 3	\$5,000	\$5,500	\$6,000	\$6,500
Category 4	\$7,250	\$7,750	\$8,250	\$8,750

*All 4WD/AWD and Diesel Vehicles incur a \$220 surcharge

Category	Make
1.	Holden, Ford, Mazda, Honda, Hyundai, Mitsubishi, Daihatsu Proton, Toyota.
2.	Subaru, Mini.
3.	Alfa Romeo, Audi, BMW, Citroen, Chrysler Daimler, Renault, SAAB, Mercedes, Volkswagen, Peugeot, Jeep, Jaguar, Ssangyong, Landrover, Fiat, Skoda, Volvo, Hummer, Lexus, HSV, Ford Performance.
4.	Porsche, Lamborghini, Ferrari, Lotus, Maserati, Rolls Royce, Aston Martin, Bentley.

6. Taxation implications

The taxes and charges that apply to the Warranty will be shown in the Schedule completed when the Warranty is issued by your Authorised Representative. The financial limit for Covered Components includes any GST payable for repairs and replacement.

7. Cancellation

- 7.1 You may not cancel this Warranty.
- 7.2 NWC may cancel this Warranty if:
- You fail to pay your Authorised Representative the purchase price of the Warranty, unless your Authorised Representative waives the purchase price;
 - There is evidence that the Vehicle's odometer has been tampered with, or is defective;
 - You, or a person acting on your behalf, or otherwise with your knowledge, provide any false statement in support of a claim;
 - The Vehicle is at any time used for rallying, racing, any competitive driving, or tested for such events.
 - An interested finance company is in possession of default and repossession papers. The refund calculation will be less our cancellation/administration costs. No cancellation refunds may be given if a claim has been authorised or paid on this Warranty.
- 7.3 If NWC cancels your Warranty, no refund will be payable.

8. Transfer of Ownership

- 8.1 If you sell the Vehicle, you may transfer this Warranty to the new owner, unless NWC consider that you have breached the terms or conditions of this Warranty. In order to transfer the Warranty, you must provide NWC with:
- A satisfactory mechanical inspection from an approved NWC repairer;
 - The transfer fee of \$100.00; and
 - The Warranty can only be transferred within 7 days of purchasing the Vehicle.

To complete the transfer of ownership please visit our website www.nwco.com.au and download the transfer of ownership form or contact NWC on 1800 888 760.

- 8.2 This Warranty cannot be transferred to another Vehicle.

9. Book Replacement

- 9.1 In the event that you lose or are unable to locate your Warranty booklet you may apply to NWC for a replacement book and a fee of \$33 will be charged for this service.

10. Your privacy rights

NWC is committed to protecting your privacy. We only use the personal information you provide to issue your extended Warranty and pay any claims you make. We only provide personal information to those we engage to assist us with servicing and claims.

We will not trade, rent or sell your information.

If you don't provide us with complete information, we cannot provide the extended Warranty. You can check the personal information we hold about you at any time.

If you provide us with personal information about anyone else, we rely on you to tell them that you will give us their information, tell them who we give it to, the purpose for which we will use it and how they can access it.

If the information is sensitive, we rely on you to have obtained their consent on these matters. For more information about our Privacy Policy, ask us for a copy.

11. What won't we pay for?

We will not pay for repair or replacement in the following circumstances:

Normal Maintenance Parts - Any parts that would normally be regarded as adjustments, calibrations, alignment, machining, keyways, servicing and/or maintenance related items (this includes but is not limited to: auxiliary drive belts, tension devices, harmonic balancer, brake pads, bushes, discs and shoes, batteries, fan and timing belts, filters, gaskets and seals, hoses, light bulbs, lamps and fuses, mufflers, oils, rubbers, shock absorbers, struts, spark plugs, tyres and wiper blades);

Excluded Components - Batteries, ball joints, suspension components, air bags, satellite navigation systems, entertainment systems, paintwork, panel or body work and their components made of glass, trim or decorative components;

Failure To Follow Servicing Requirements - Any mechanical breakdown where Vehicle servicing obligations (see Section 3) have not been met, will not be claimable under this Warranty. Service invoices and details must be forwarded within the specified timeframe;

Certain Uses - Damage to, or repairs of, a Vehicle that has been used for motor racing, motor events, or motor competitions, cartage of livestock, or stunts;

Negligence - Any Failure caused by negligence or misuse. Any Failure due to a lack of coolant, restricted oil pickup, excessive use of oil, or overheating;

Faults & Recalls - Failure caused by faulty design (common faults) or any expense arising from, or due to, the recall of the Vehicle by the manufacturer;

Continued Use - Any repairs required as a result of the continued operation of the Vehicle once a defect or fault has occurred (including loss of lubricants and coolant);

Accident - Damage attributed to impact or road traffic accident;

Pre-existing Defects - Defects existing at the time the Warranty came into effect;

Excess - For Warranty Plan A & B you will be required to pay the first \$250 of each claim by way or excess;

Fire - Repair or replacement for damage caused by fire;

Unauthorised Repairs - Any claims where you have not contacted NWC prior to the commencement of any repairs where NWC has not issued a work authorisation number;

Imports - Vehicles that were not imported into Australia by the manufacturer or their authorised Australian distributor;

Failure to Follow the Vehicle Manufacturer's Guidelines - Or exceeding the manufacturer's operating limitations;

Turbochargers/Superchargers/LPG Units - Any Mechanical Failure that can be attributed to the Vehicle being fitted with a Turbocharger, Supercharger or LPG Unit other than a unit supplied, fitted or endorsed by the Vehicle's manufacturer;

Wear & Tear - Any component Failure attributed to normal wear and tear, or any parts that are replaced at the time of the repair, which have not actually failed;

Modifications - Any Failure to the factory components as a result of alteration or modification to the manufacturer's specifications;

Personal Injury/Property Damage - Any liability for death, bodily injury, or damage to other property;

Rust/Contamination - Failure caused by rust or corrosion of any kind or contamination of fluids;

Consequential Loss - Any consequential loss or damage of any kind;

Abuse - Repair or replacement required due to misuse, neglect or abuse of the Vehicle;

Theft - This Warranty provides you with no cover against theft;

Submersion - Vehicles that have been submersed in water.

12. Making a Claim

- 12.1 Read this Warranty to find out if your claim may be covered.
- 12.2 Contact NWC for the location of your nearest approved repairer on 1800 888 760.
- 12.3 It is your responsibility to authorise and pay for any diagnosis necessary to determine if the problem falls within the Warranty. If the claim is authorised by NWC, the cost of the diagnosis will be included in the claim (up to the appropriate claim limit).
- 12.4 This Warranty does not cover any repairs commenced without the pre-approval of NWC. An authorisation number must be issued by NWC.
- 12.5 After the problem has been diagnosed, the authorised repairer will fax NWC, quoting your Warranty contract number, current odometer reading of the Vehicle, a description of the problem, the repairs required, and the estimated cost of repairs. NWC will then make a decision about whether to exercise its discretion in your favour or not. NWC may inspect your vehicle before authorising repairs.
- 12.6 You will be required to contribute to the cost of coolants, lubricants and machining.
- 12.7 For Warranty Plans A and B you will be required to pay the first \$250 of each claim by way of an excess.

13. Ineligibility

You may be ineligible to make a claim if:

- You fail to minimise damage to the Vehicle by continuing to drive the Vehicle when damage to any of the Vehicle's components is suspected;
- Repairs are commenced or carried out without the express authority of NWC;
- You fail to provide proof of payment for services if required;
- You fail to comply with the servicing requirements in respect of the Vehicle as specified in Section 3;

If upon assessment of your claim enquiry, NWC discovers that you are in breach of your servicing requirements, you will be ineligible to claim for that specific repair or any faults whilst in breach of your service obligations. If this should occur, 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.

In order to make claims under the Warranty in the future, you must submit to NWC a satisfactory mechanical inspection from an approved NWC repairer as evidence that the Vehicle is in good working order. The repair/inspection invoice date and kilometres will be considered the "re-commencement" date for calculating servicing obligations for the remainder of the Warranty term.

This means that even if you breach your servicing requirements, the Warranty will not become void.

14. Dispute Resolution

If you wish to make a complaint about our services, products or any decision we make regarding a claim, you can contact our Complaints Officer on 1800 888 760.

We will acknowledge receipt of your complaint within 10 business days, and attempt to resolve it within a further 10 business days.

National Warranty Company Pty Ltd is a member of the Financial Ombudsman Service, an external dispute resolution scheme.

If you are not satisfied with the manner in which your complaint is handled, you are entitled to take your complaint to them. You can contact them on 1300 780 808. Any decision they make is binding on us but not on you.

15. Governing Law and Jurisdiction

These Warranty terms are governed by the law of the State of Victoria and the Courts in that State have jurisdiction in any dispute arising under your Warranty.

This PDS was prepared on 2nd September 2009.

Contact us

National Warranty Company

PO Box 9091

Traralgon, Vic. 3844

Telephone: 1800 888 760.

Fax: 03 5177 4050.

Email: Warranty@nwco.com.au