

Titanium Warranty Terms and Conditions

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

The Warranty comprises of the Terms and Conditions set out in this document and the completed Customer Contract & Declaration.

You are required to sign the Customer Contract & Declaration to acknowledge that you agree and fully understand the Terms and Conditions of the Warranty.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law (ACL). You are entitled to a replacement or refund for a major failure and for 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 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 ACL. Nothing in the purchase of this Warranty excludes, restricts or modifies your rights under the ACL and there may be some features in this Warranty which overlap with those rights. Further details of your rights and remedies under the ACL and how they compare to your rights under this Warranty are attached to these Terms and Conditions.

When buying a Vehicle, we appreciate that you may want the certainty of knowing that if your Vehicle is faulty, it will be covered for a specific time period. When you purchase Titanium Warranty, you are obtaining certainty as to the period of coverage and that the Covered Components will be repaired or replaced. You will also receive the convenience of having the replacement process managed for you by us via our Warranty Administrator, subject to the Terms and Conditions. Other benefits include:

- the clear processes in the Warranty for making a claim for car hire, accommodation and other benefits up to the amounts specified in these Terms and Conditions; and
- the support and technical assistance of our Warranty Administrator.

This Warranty Contract is issued by us, your Motor Dealer, in relation to your Vehicle and administered by Davantage Group on our behalf.

Please read this document together with the Customer Contract & Declaration for full Terms and Conditions, Covered Components, Financial Limits and Exclusions.

Before you purchase this Warranty, it is important that you read these documents fully so that you understand the Warranty you are considering. This will assist you in making an informed choice about whether or not you should purchase this Warranty. This Warranty Contract provides you with a limited warranty in relation to the Mechanical Failure of certain parts of your Vehicle during the term of this Warranty. This document explains how the Warranty Contract operates.

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

Please also 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:

“ACL” means the Australian Consumer Law contained in a schedule to the Competition and Consumer Act 2010.

“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 Section 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.

“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. These are set out in Section 9.

“Financial Limits” means the Financial Limits for claims relating to Covered Components as listed in Section 3 and Section 4.

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

“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 in the Customer Contract & Declaration.

“Presidian” refers to Presidian which is a brand of Davantage Group Pty Ltd.

“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.

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

“Trade 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 Administrator” means Davantage Group Pty Ltd ABN 35 161 967 166 who we have appointed as our contract and claims administrator.

“Warranty Contract” means this document and the completed Customer Contract & Declaration.

Titanium Warranty Terms and Conditions

“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.

“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. Terms and Conditions of the Warranty

2.1 The Warranty is provided to you by your Motor Dealer as part of the contract of sale of the Vehicle. Your Motor Dealer is the issuer of the Warranty and has responsibility for payment of claims during the Warranty period. The Warranty is not a contract of insurance, nor is your Motor Dealer or Davantage Group acting as an insurer.

This Warranty Contract is also not associated with the manufacturer of your Vehicle nor is it an extension of any warranties provided by the manufacturer of your Vehicle. Finally, this Warranty Contract is not a repair or maintenance plan for your Vehicle.

2.2 Davantage Group has been appointed by your Motor Dealer as a contract and claims administrator to consider any claims you lodge and (if your claim is approved) authorise repairs, settle claims and otherwise answer questions you have about this Warranty. Davantage Group has full authority as agent of your Motor Dealer to authorise repairs and settle claims. Should you have any enquiries regarding any aspect of the details within this document, or if you wish to make a claim on the Warranty, you should contact Presidian before contacting your Motor Dealer.

2.3 You agree not to hold your Motor Dealer financially responsible for any obligation to pay a Warranty claim if Presidian has finalised its review of your claim and either paid the claim as administrator of the Warranty or provided notice to you that the claim does not come within the Warranty terms and will not be paid.

2.4 You must always contact Presidian in the first instance to make a claim or query. Presidian’s contact details can be found under Section 12: Contact Us. If you wish to make a complaint about Presidian’s services or any decision Davantage Group makes regarding a claim, you can contact Davantage Group’s Complaints Officer on 1300 092 882. Presidian will acknowledge receipt of your complaint within one (1) business day and attempt to resolve it within thirty (30) days after the complaint was first lodged.

If you are still not satisfied with a decision made by Davantage Group about your claim, you can contact your Motor Dealer 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 shown on the Customer Contract & Declaration.
- 2.7** Your Motor Dealer reserves the right to terminate the Warranty Contract before its expiration if you breach the Terms and Conditions of this Warranty. If your Motor Dealer has a right to terminate the Warranty, Davantage Group may exercise this right on behalf of your Motor Dealer.
- 2.8** Your Motor Dealer will validate the Warranty Contract by completing the Customer Contract & Declaration and Warranty Term that your Motor Dealer is prepared to offer you.
- 2.9** Your Motor Dealer will, in respect of the Mechanical Failure of the Vehicle, pay the reasonable cost, up to the Financial 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. Warranty Claims are settled by the Warranty Administrator.
- 2.10** Repairs and/or replacement of the Vehicle’s components and parts specified in the Warranty will only occur where the Mechanical Failure causes the damage. Your Motor Dealer and any agent (including Davantage Group) are not required to repair or authorise for repair, a component that is worn but still serviceable and fit for use.
- 2.11** Your Motor Dealer and any agent (including Davantage Group) 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 delays in obtaining parts and/or materials required.
- 2.12** Nothing in this Warranty excludes, restricts or modifies your rights under the ACL.
- 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 15 years and under that have travelled less than 200,000kms at the date of purchase.
Plan B	For vehicles 10 years and under that have travelled less than 160,000kms at the date of purchase.

Titanium Warranty Terms and Conditions

3. Covered Components

Your Motor Dealer will select one of the following Warranty plans that applies to your Vehicle. The Covered Components and Financial Limits (inclusive of GST) are listed in the table below. Davantage Group will only pay to repair the Vehicle to a standard consistent with its age, condition and kilometres travelled at the time of claim. All claims may be paid up to the limits as shown in this table however the total value of all claims is limited to the Purchase Price you paid for the Vehicle.

3.1 Any component not listed in the following table is not covered.

Covered Components	Plan A	Plan B
Engine Balance shaft and bearings, camshaft, camshaft gears and pulleys, camshaft tower, connecting rods and bearings, crankshaft and main bearings, EGR valve, engine block, internal bushings and bearings, wrist pins, idler pulleys, oil pressure relief valve, oil pump, oil pressure sender, pistons, piston rings, pushrods and lifters, rocker arms and shafts and timing gears.	\$3,000	\$5,000
Gearbox/Transmission: Accumulators, bearings, chain and sprockets, clutch and band assemblies, electric shift control unit, gears, inhibitor switch, interlock control unit, oil pump, over drive clutch, pressure switches, selector forks, selector shafts, servo units, solenoids, speedo transducer, synchromesh assembly, torque converter case and transmission case if damage is due to failure of internally lubricated components, valve body assembly, and all internal mechanical parts.	\$3,000	\$5,000
Differential: Axle hub bearings, axle shafts, bearings, centre bearings, crown wheel and pinion, front hub bearings, gears, half shafts, limited slip clutch pack, four wheel drive locking hub assemblies and swivel hubs.	\$3,000	\$5,000
Cooling System: Electric fan thermostat, fan hub, heater tap, cooling fan, thermostat, thermostat housing, viscous coupling and water pump.	\$3,000	\$5,000
Braking System: Booster, brake linkages, brake pedal box, brake pressure limiter, calipers, handbrake cable, handbrake mechanism, hydraulic brake lines, master cylinder, proportioning valve and wheel cylinders.	\$3,000	\$5,000
Electrical System: Aerial motor, air suspension compressor, alternator, central locking actuator, door light actuator and switch, electric boot release, engine management computer, hazard light switch, headlight motors, headlight switches, indicator switches, load proportioning valve, mechanical switches, mirror motors, mirror switch, power seat motors, rear demister switch, remote fuel release mechanism and cable, sun roof motor, voltage regulator, windscreen washer motors, wiper motor and wiper switches.	\$3,000	\$5,000
Steering System: Centre links, feeder pipes, idler arms, pitman arms, power steering box, power steering pulley, power steering pump, steering column, steering lock and steering rack and pinion.	\$3,000	\$5,000
Fuel System: Accelerator pump, carburettor, fuel pumps, fuel relay, fuel sender unit, injectors, injector pump, pressure regulator, solenoids, throttle body and vacuum pump.	\$3,000	\$5,000
Air Conditioning: A/C switch, blend door motor, compressor, compressor bearings, compressor clutch, evaporator, condenser, idler pulley, idler pulley bearings, recycle vent flap, TX valve and vacuum control switch.	\$3,000	\$5,000
Drive Shaft and Universals: CV joints, drive shafts and universal joints.	\$3,000	\$5,000
Ignition System: Ignition switch, ignition module, ignition coil, crank angle sensor and starter motor.	\$3,000	\$5,000
Turbocharger/Supercharger: Impellers, bearings and waste gates.	\$3,000	\$5,000
Clutch System: Clutch cable, clutch fork, clutch master cylinder, clutch pedal box, pressure plate, slave cylinder, spigot bearing and release bearing.	\$3,000	\$5,000
ABS System: ABS control unit only.	\$3,000	\$5,000
Electronic Transmission Components: Computer, solenoids and mechatronics unit.	\$3,000	\$5,000
Cylinder Head: Head gaskets, cylinder head, valves, lifters, valve guides, valve seats and valve springs.	\$3,000	\$5,000
Radiator: Leaks due to split or fractured tank only.	\$3,000	\$5,000
Power Windows Motors: Motor and window regulator.	\$3,000	\$5,000
Engine Computer: Internal components of engine ECU only.	\$3,000	\$5,000
Suspension: Stub axles, tension rod, upper and lower ball joints and wheel bearings.	\$3,000	\$5,000
Body and Interior: Accelerator pedal and cable, boot hinges, bonnet hinges, bonnet lock and cable, bonnet struts, boot lock and cable, boot struts, door handles and rods, door hinges, door locks and cable, glove box lock, locks, seat belt tensioners and locking mechanism, seat recliner mechanism, seat runners, speedo cable, gear selector, vent cables.	\$3,000	\$5,000

Titanium Warranty Terms and Conditions

3.2 Maximum Claim Limit

There is no limit to the number of claims that can be made under the Warranty Contract during the Warranty Term, however the maximum claim amount payable is limited to the Purchase Price you paid for the vehicle.

4. Other Coverage

4.1 Accommodation

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

- if the failure is accepted as a claim under the terms of the Warranty Contract; and
- if the failure occurs beyond 100km from your usual residence; and
- 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, towards the cost of car hire actually paid and reasonably incurred under the following circumstances:

- if the failure is accepted as a claim under the terms of the Warranty Contract; and
- 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 Group reasonably considers that you have not complied with the provisions of the Warranty Contract.

In order to validate the transfer you must within seven (7) days of the sale of the Vehicle, provide Presidian with:

- a transfer fee of \$75.00; and
- completed Transfer of Ownership form which can be downloaded from www.presidiangroup.com.au or by contacting Presidian on 1300 092 882.

The Warranty cannot be transferred to another Vehicle.

4.4 Ease of Claim Lodgement

In the event of a claim, simply contact Presidian 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 Section 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 these Terms and Conditions.

5. Your Obligations under this Warranty

From the date your Warranty commences, you must comply with the following conditions. Failure to comply with these conditions may invalidate a claim.

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 - Must be checked and maintained regularly.

5.3 Service Invoice Records - You must forward each service invoice (copy/original) to Presidian detailing: the Vehicle's registration number, your name and address, kilometres at the time of service, the work performed, and the Warranty Contract number.

This can be done by uploading them to Presidian via our website www.presidiangroup.com.au. Alternatively you can post or email the invoices to Presidian (see Section 12).

The processing of your claim may be delayed or declined if we do 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 your Motor Dealer. The Financial Limit for each claim includes any GST payable for repairs and replacement.

7. Making a Claim

7.1 Read this Warranty document to find out if your claim may be covered.

7.2 Contact Presidian (whose contact details are found under Section 12: Contact Us) or call 1300 092 882 for the location of your nearest approved repairer.

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

Titanium Warranty Terms and Conditions

- 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 Group, 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 Group, 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. Davantage Group will consider your claim and the information provided by the authorised repairer. Davantage Group will consider repairing or replacing (or pay for the reasonable cost of) any Covered Components up to the Financial Limits stated in this document, and otherwise subject to the Exclusions, Terms and Conditions in this Warranty Contract.
- 7.6** Your Motor Dealer reserves the right to inspect the Vehicle prior to the authorisation of repairs. If an inspection is required, Davantage Group, or a person appointed by Davantage Group, may conduct the inspection on behalf of your Motor Dealer.
- 7.7** If Davantage Group authorises your claim, Davantage Group 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 and machining.
- 7.9** To make a claim in respect of Accommodation (Section 4.1) or Car Hire (Section 4.2) forward a copy of your paid tax invoice to Presidian, 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 Group may decline a claim under the Warranty, if:
- 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;
 - Repairs are commenced or carried out without the express authority of Davantage Group;
 - You fail to provide proof of payment for services if required; or
 - You fail to comply with your obligations under the Warranty as specified in Section 5.
- 8.2** If upon assessment of your claim, Davantage Group 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 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.

9. Exclusions from this Warranty

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

Any components NOT listed in Section 3;

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

Accident - Damage attributed to impact or road traffic accident;

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;

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

Continued Use - Any repairs required as a result of the continued operation of the Vehicle once a defect or fault has occurred;

Failure To Follow Servicing Requirements - If you do not comply with the Servicing Requirements listed in Section 5;

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;

Fire - Repair or replacement for damage caused by fire;

Modifications - Any failure as a result of alteration or modification to the Vehicle;

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;

Maintenance - Any parts that would normally be regarded as adjustments, calibrations, alignment, machining, servicing and/or maintenance related items;

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

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

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

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

Submersion - Vehicles that have been submersed in water;

Theft - The Warranty does not cover against theft;

Turbochargers/Superchargers/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;

Unauthorised Repairs - Any claims where you have not contacted Presidian prior to the commencement of any repairs where Presidian 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.

Titanium Warranty Terms and Conditions

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 Presidian in writing at the following address:
- Presidian
PO Box 159,
Traralgon, Victoria 3844
Or by email at cancellations@presidiangroup.com.au
Presidian can also be contacted by telephone on 1300 092 882.
- 10.3** We may cancel the Warranty Contract 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 Contract is not refundable if you change your mind unless you cancel it within the Cooling Off Period (30 days following the purchase). 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 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 Presidian with reasonable proof that the Vehicle has been stolen, Written Off, Repossessed or Traded In at the same time that you advise Presidian in writing that you wish to cancel the Warranty Contract using the contact details in Section 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 Section 10 excludes your right to a refund pursuant to the consumer guarantees under the Australian Consumer Law. 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.

11. Your Privacy Rights

- 11.1** Davantage Group is committed to protecting your privacy. Davantage Group collects your personal information to perform its business activities and functions, including administering your Warranty and assessing any claims you make. Davantage Group 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 Presidian if you do not wish this to happen. Davantage Group will not trade, rent or sell your information.
- 11.2** If you don't provide Davantage Group with complete information, Davantage Group cannot administer the Warranty. If you provide Davantage Group with personal information about anyone else, Davantage Group relies on you to tell them that you will give Davantage Group their information, tell them who Davantage Group gives it to, the purposes for which Davantage Group will use it and how they can access and correct it.
- If the information is sensitive, Davantage Group relies on you to have obtained their consent on these matters.
- 11.3** Davantage Group Privacy Policy contains important information about how it collects, holds, uses and discloses personal information. It explains what happens if Davantage Group cannot collect your personal information, as well as how you can access and correct the personal information it hold about you, or make a complaint. It is available at www.presidiangroup.com.au. If you do not wish to receive promotional material from Davantage Group, or would like a copy of Davantage Group Privacy Policy, please contact Presidian.

12. Contact Us

This Warranty is issued by your Motor Dealer and administered by Davantage Group Pty Ltd (ABN 35 161 967 166). For any questions about your Warranty, please contact:

Presidian
PO Box 159,
Traralgon, Victoria 3844
Phone: 1300 092 882
Fax: 03 5177 4050
Email: enquiries@presidiangroup.com.au
Web: www.presidiangroup.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 ACCC (contact details below) or your state/territory fair trading body.

Comparison of rights and remedies under the ACL and the features provided by Titanium Warranty

The information below provides a summarized comparison of Consumer Guarantees and the protections offered by the purchase of Titanium 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 for more information on the Consumer Guarantees or information on how to contact the ACCC.

Protection	ACL rights and remedies	Rights under Titanium Warranty
How long does the protection against defects last?	<p>The protection lasts for a reasonable period from the date of delivery. 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 Titanium 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 Section 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 Titanium 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"> Repair or replacement of relevant components unless excluded by Section 9, up to certain monetary amounts. Certain other benefits set out in Section 4, relating to accommodation, car hire and other benefits up to the monetary amounts set out in the terms and conditions.
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 our Warranty Administrator – phone 1300 092 882.
Cost of coverage.	No cost.	The cost of Titanium 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 Presidian on 1300 092 882.
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 Titanium Warranty

We appreciate that you may want the certainty of knowing that if your Vehicle is faulty, it will be covered for a specific time period.

When you purchase Titanium Warranty, you are obtaining certainty as to the period of coverage and that the Covered Components will be repaired or replaced. Other benefits include:

- The convenience of having the replacement process managed for you by us via our Warranty Administrator;
- The benefit of clear processes for making a claim for car hire, accommodation and other benefits up to the amounts specified in these Terms and Conditions; and
- The support and technical assistance of our Warranty Administrator.

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:

12