LMPP

Mechanical Protection Plan

Sample Product Documentation

XTREME ADMINISTRATION

Benefits offered by these products are in addition to any other warranties and guarantees relating to your Vehicle under the Competition and Consumer Act 2010 (Australian Consumer Law) and State and Territory legislation. This product is offered by Your Motor Dealer. Your Motor Dealer does not take into account your personal or financial circumstances when offering these products.

LMPP Mechanical Protection Plan

This **Mechanical Protection Plan** is issued by **Your Motor Dealer** and Administered by Xtreme Protection, ABN 55119 140 402 trading as **Xtreme Administration**.

This **Mechanical Protection Plan** is insured under a Contractual Liability Insurance Policy issued to **Your Motor Dealer** by an APRA-regulated insurer.

CONGRATULATIONS ON PURCHASING YOUR MOTOR VEHICLE

This **Mechanical Protection Plan** is designed to help reduce the financial impact of unexpected and potentially expensive mechanical repairs to **Your Motor Vehicle** by providing parts and labour coverage on **Covered Components** as listed under (Section 2).

When **You** purchase this **Mechanical Protection Plan**, **You** benefit from having the certainty over the period of cover and the remedy **You** will receive together with the convenience of having these remedies efficiently managed for **You** by Us.

IMPORTANT INFORMATION

This Mechanical Protection Plan is issued by Us, Your Motor Dealer, in relation to Your Motor Vehicle and administered by Xtreme Administration on Our behalf.

Please carefully read this document for full Terms and Conditions, **Covered Components**, Limits of Liability and Exclusions.

Before **You** purchase this **Mechanical Protection Plan**, it is important that **You** read this document fully so that **You** understand the cover **You** are considering. This will assist **You** in making an informed choice about whether or not **You** should purchase this cover. This **Mechanical Protection Plan** provides **You** with a limited cover in relation to the mechanical failure of certain parts of **Your Motor Vehicle** during the term of this contract. This document explains how the **Mechanical Protection Plan** operates.

LANGUAGE

This document and all communication with **You** about this **Mechanical Protection Plan** will be in easy to understand English. If **You** have any disability that makes communication difficult, please tell **Us** and **We** will be pleased to help.
Please also retain a copy of this document for Your records.

SUMMARY OF RIGHTS AND REMEDIES UNDER THE ACL

The protection afforded to **You** under this **Protection Plan** is in addition to and does not substitute for or reduce, the rights **You** have under the **Australian Consumer Law (ACL)**. If and to the extent that **You** have a right to claim under the **ACL**, **You** may also need to claim under **Your Mechanical Protection Plan**.

The **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 reasonably 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 (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 age, cost and quality of the goods, the use made of the goods or any representation made by the supplier or manufacturer. Consumer Guarantees may continue even at the expiry of the Manufacturer's Warranty for the Motor Vehicle or this **Mechanical Protection Plan**. The exact amount of time that Consumer Guarantees last in the case of a specific purchase varies depending on the circumstances.

Your Motor Vehicle may also have an additional **Statutory Warranty** under State laws. The provisions of such warranties vary from State to State. Any **Statutory Warranty** may be in addition to or overlap the **ACL** and may also operate concurrently with the **ACL**.

ADDITIONAL BENEFITS UNDER THIS MECHANICAL PROTECTION PLAN NOT AVAILABLE UNDER THE ACL

We appreciate that **You** may want the certainty of knowing that if the **Motor Vehicle You** buy is faulty, it is covered for specific events and a specific time period.

When **You** purchase this **Protection Plan You** are obtaining certainty as to the period of coverage and the remedy **You** will receive and the convenience of having the repair and/or replacement process efficiently managed for **You** by **Xtreme Administration** and work undertaken by one of our **Approved Repairers**.

You will be entitled to the benefits set out in this **Protection Plan** that may not be available under the **ACL**, subject to the terms and conditions of Y**our Mechanical Protection Plan**, they are:

- Certainty as to the exact period of cover **You** have for **Your Covered Components**;
- Specific repair time guarantee (dependant on diagnosis and parts availability);
- Expert advice and assistance;
- Specified coverage amounts; and
- A network of trusted **Approved Repairers**.

DEFINITIONS

There are a number of words in this document that have a specific meaning:

Application Date means the date the completed **Mechanical Protection Plan** document was submitted to **Xtreme Administration**.

Approved Repairer means those licensed mechanical workshops approved and authorised by **Xtreme Administration** to carry out repairs.

Australian Consumer Law (ACL) means the Competition and Consumer Act 2010 (Cth) Schedule 2 (as adopted by each Australian State and Territory).

Authorisation Number means the unique number issued by Xtreme Administration's claims department to the repairer after receiving the repairer's quote authorising the repairer to proceed with the repairs on behalf of the **Motor Dealer.**

Benefit Limit means the monetary limit for each valid claim under this **Mechanical Protection Plan** specified under "**Mechanical Protection Plan** Details" on the Application Page, and also refer to Limits of Liability (Section 8) of this **Mechanical Protection Plan** document.

Covered Components means only those components or parts of Your **Motor Vehicle** that are listed in the '**Covered Components**' tables in (Section 2) as being covered under Your **Mechanical Protection Plan**.

Mechanical Protection Plan/Proection Plan/MPP means this **Mechanical Protection Plan** document issued by the **Motor Dealer**.

Mechanical Protection Plan Term means the period between the cover commencement date and the **Mechanical Protection Plan** expiry date as shown on the **Mechanical Protection Plan** Application Page.

Motor Dealer means the **Motor Dealer** named on the Application Page.

Motor Vehicle means the used **Motor Vehicle** specified on the **Mechanical Protection Plan** Application Page in this document.

Normal Wear and Tear means the gradual reduction in operating performance of a Covered Component due to the use of the **Motor Vehicle** relative to the age of the **Motor Vehicle** and the kilometres travelled.

Pre-Activated Fault means any fault occurring prior to the commencement of the **Mechanical Protection Plan.**

Pre-existing Fault means a fault with a Covered Component of the **Motor Vehicle**, whether known or unknown to **You**, which existed, or where in the opinion of an expert repairer it may reasonably be assumed to have existed, prior to the **Mechanical Protection Plan** purchase date.

Fee means the amount paid for this **Mechanical Protection Plan**.

Statutory Warranty means the warranty required by the relevant state or territory law to be provided to you by the **Motor Dealer** (where applicable).

Total Benefit Limit means the total monetary limit for all valid claims under this **Mechanical Protection Plan** specified under "**Mechanical Protection Plan** Details" on the Application Page, and also refer to Limits of Liability (Section 8) of this **Mechanical Protection Plan** document.

We, **Us**, **Our** means the **Motor Dealer**, the supplier of this **Mechanical Protection Plan**.

Xtreme Administration means ASWN Xtreme Protection Pty Ltd ABN 55 119 140 402 trading as **Xtreme Administration** the administrator of this **Mechanical Protection Plan**.

You, **Your** means the person named in the **Mechanical Protection Plan** Application Page as the purchaser and owner of the **Motor Vehicle**.

TERMS AND CONDITIONS OF THE MECHANICAL PROTECTION PLAN

1. WHO PROVIDES THE SERVICE

The **Mechanical Protection Plan** is provided to **You** by **Your Motor Dealer** as part of the contract of sale of the **Motor Vehicle**. **Your Motor Dealer** is the issuer of the **Mechanical Protection Plan** and is responsible for the payment of claims during the **Mechanical Protection Plan Term**. The **Mechanical Protection Plan** is not a contract of insurance, nor is **Your Motor Dealer** or **Xtreme Administration** acting as an insurer.

Xtreme Administration 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), will authorise repairs, settle claims and otherwise answer questions **You** may have about this **Mechanical Protection Plan**. **Xtreme Administration** has full authority as an 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, **You** should contact **Xtreme Administration** before contacting **Your Motor Dealer**.

2. COVERED COMPONENTS

This **Mechanical Protection Plan** covers only the **Covered Components** of the **Motor Vehicle** listed below. Any component or item not listed below is **not** covered by this **Mechanical Protection Plan**.

COVERED COMPONENTS

Engine Covered Components are:

Engine block (if damaged by internal components), balance shaft, balance shaft bearings, camshafts, camshaft bearings, internal bushes, connecting rods, big end bearings, crankshaft, crankshaft main bearings, oil pressure relief valve, oil pump, cylinder wrist pins, piston rings, gudgeon pins, pistons, crank thrust bearings, air pump, throttle cables, meshing timing gears only.

Automatic Transmission Covered Components are:

Internal lubricated components including clutches, bands, bushes, planetary gear set, bearings, solenoids, clutch drums, transmission pump, valve body, apply pistons, shafts, external mechanical components including inhibitor switch, speedo transducer, vehicle speed sensor, torque converter, transfer case and transmission case if damaged by a covered component (specifically excluding selespeed systems) only.

Manual Gearbox Covered Components are:

Internal lubricated components including input shaft, output shaft, main shaft, cluster gearset, syncro rings, syncro hubs, internal bearings, roller bearings, internal thrust bearings, selector forks, internal selector arms, external mechanical components, ped al box, speedo transducer, vehicle speed sensor, reverse light switch, transfer case linkages, transfer case and transmission case if damaged by a covered component (specifically excluding selespeed systems) only.

Differential Covered Components are:

The internal lubricated parts only, crown wheel and pinion, pinion bearings, carrier bearings, hemisphere, axle hub bearings, axle shafts, bushes, limited slip clutch pack only.

Cooling System Covered Components are:

Water pump (impeller shaft, bearing and bushes), electric engine cooling fan, viscous fan hub, fan blades, thermostat, heater tap, coolant level sensor only.

Electrical System Covered Components are:

Starter motor, alternator, voltage regulator, windscreen wiper motor, rear window wiper motor, windscreen washer pump only.

Braking System Covered Components are:

Brake booster, brake master cylinder, front and rear brake calipers, brake caliper slide pins, proportioning valve, brake accumulator only.

Air Conditioning Covered Components are:

Compressor, compressor bearings, compressor clutch, condenser, evaporator, air conditioning pressure switch (specifically excluding gas, leakages, pipes, hoses, thermostat, receiver dryer and tx valves) only.

Drive Shafts, CV Joints & Universals Covered Components are:

Drive shafts, universal joints, centre bearings, tail shafts, slip joints, tail shaft coupling, cv joints (specifically excluding cv dust boot) only.

Steering System Covered Components are:

Power steering pump, power steering rack and pinion, power steering box (specifically excludes rack ends and rack boots) only.

Fuel Management System Covered Components are:

Electrical and mechanical fuel pumps, diesel injector pump, fuel pressure regulator, map sensor, airflow meter, oxygen sensor, suction control valve, fuel pump relay (specifically excluding fuel injectors and injection service items) only.

Power Window Motors & Switches Covered Components are:

Power window motor, power window master switch, power window regulators (specifically excluding sunroofs) only.

ABS Braking System Covered Components are:

ABS actuators, electronic module, wheel speed sensors, abs accumulator, steering angle sensor only.

Radiator Covered Components are:

Engine cooling radiator, radiator expansion/header tank, coolant overflow bottle only.

Electronic Ignition System Covered Components are:

Ignition module, ignition coil, crank angle sensor, hall effect sensor, cam position sensor, knock sensor, ignition amplifier, throttle positioning sensor, ignition switch,push button starter switch only.

Engine Computers Covered Components are:

Engine control module, cruise control actuators and cruise control sensors only.

Electronic Transmission Computers Covered Components are:

Transmission computer, power train control module only.

Turbo Covered Components are:

Turbo impeller, internal bushings and bearings, turbo housing, turbine wheel, wastegate, turbo actuator (this cover only applies to factory fitted turbochargers) only.

Clutch Covered Components are:

Clutch master cylinder, slave cylinder, clutch fork, clutch cable (specifically excluding clutch plate, pressure plate, throw out bearing) only.

Cylinder Head Covered Components are:

Cylinder head, lash adjusters, inlet valves, exhaust valves, pre combustion chambers, valve guides, valve seats, valve springs, valve collets and retainers, hydraulic lifters, rocker shaft only.

Electronics and Electro-Mechanical Covered Components are:

Electric boot release, fuel flap release solenoid, rear demister switch, power mirror switch, hazard light switch, head light switch, mirror motors, windscreen wiper arms and linkages, interior light switch, courtesy light switch only.

Other Covered Components are:

Cylinder head gaskets and seals will be replaced only when such replacement is required in the normal course of repair of a covered component only.

QUALITY GUARANTEE: All repairs to **Covered Components** authorised by **Us** prior to the commencement of repairs will be covered by the **Mechanical Protection Plan** for the remaining period of cover.

3. PERIOD OF COVER

This **Mechanical Protection Plan** will commence as from;

a) The Cover Commencement Date as noted on the Mechanical Protection Plan Details on the Application Page; or

b) The expiry of any manufacturer's warranty.

This **Mechanical Protection Plan** will cease the sooner of:

a) The date nominated by **You** as the **Mechanical Protection Plan** Expiry Date listed under **Mechanical Protection Plan** Details on the **Mechanical Protection Plan** Application Page, or

b) When the maximum benefit of the **Mechanical Protection Plan** has been reached; or

c) In the event **You** fail to comply with the **Mechanical Protection Plan** service requirements; or

d) When the **Mechanical Protection Plan** is cancelled by **You** in accordance with the Cooling-Off Period (Section 12) of this **Mechanical Protection Plan** document.

4. PRECONDITIONS

It is a precondition of this **Mechanical Protection Plan** that:

a) At the commencement of **Your Mechanical Protection Plan**, the **Motor Vehicle** is in good mechanical condition, with no **Pre-Existing Faults**. Failure to disclose any **Pre-Existing Faults** may void this contract; and

b) The **Motor Vehicle** has or is eligible for the issue of a current Certificate of Roadworthiness or Safety Inspection report; and

c) The **Fee** and the signed Application Page must be received and approved by **Xtreme Administration** within twenty-one (21) days from the **Application Date**.

5. OUR OBLIGATIONS

a) **Xtreme Administration** will process **Your** application within (21) twenty-one days of receipt and either accept or decline cover under this **Mechanical Protection Plan.**

b) Provided cover is granted, **We** will pay for the repairs or replacement of any broken or damaged **Covered Components** causing mechanical breakdown always considering that the **Motor Vehicle** purchased is a used **Motor Vehicle**. If a **Covered Component** requires replacement, **We** may replace with a reconditioned or similar component.

c) **You** should advise **Your** repairer that any repairs **We** agree to pay for must be undertaken by an **Xtreme Administration's Approved Repairer** at a price acceptable to **Xtreme Administration. Your** repairer will know if they are approved by **Us**, otherwise, they can call **Xtreme Administration** to confirm.

d) The monetary limits of **Our** obligations are set out on the Application Page and Limits of Liability (Section 8) of the terms and conditions of the **Mechanical Protection Plan**.

6. YOUR OBLIGATIONS

You agree that from the Cover Commencement Date of this **Mechanical Protection Plan You** must comply with the following essential terms:

a) **Servicing Requirements**: It is a condition of this **Protection Plan** that **Your Motor Vehicle** is maintained in a roadworthy, mechanically sound condition and serviced regularly in accordance with the **Motor Vehicle** manufacturer's recommendations. It is **Your** responsibility to ensure that servicing is completed in accordance with manufacturer's recommendations. If **You** are unsure of these, please contact the manufacturer to ascertain the recommended servicing schedule for **Your Motor Vehicle**. Please also note that this **Protection Plan** requires servicing to be completed at the lesser interval of kilometres or months, whichever occurs first.

b) **Service Invoice Records**: Post the relevant service coupon attached to this **Mechanical Protection Plan** and the Mechanic's Tax Invoice (or legible copy) to **Xtreme Administration**, P.O Box 4301, Loganholme, QLD 4128, promptly after the service is completed.

   The processing of **Your** claim may be delayed or declined if **Xtreme Administration** does not have invoices or other satisfactory evidence detailing the service history of the **Motor Vehicle**.

c) **Minimise Damage**: That **You** use the **Motor Vehicle** as recommended by the manufacturer and **You**, or any person in control of the **Motor Vehicle** must take all reasonable precautions to minimise damage to the **Covered Components** and/or the **Motor Vehicle,** and must not continue to operate the **Motor Vehicle** if a fault or damage to a **Covered Component** is reasonably suspected.

d) **Coolants and Lubricants**: Must be checked and maintained regularly.

e) **Road Worthiness**: **You** must take all reasonable care to maintain the roadworthy condition of the **Motor Vehicle**.

Note: Failure to comply with these essential terms may affect, suspend and/or reduce the benefit of this Mechanical Protection Plan.

7. ASSESSMENT AND AUTHORISATION

a) Upon receipt of a claim enquiry, **Xtreme Administration** will check whether **Your** claim is valid under this **Mechanical Protection Plan** and that all service requirements have been adhered to.

b) If so, **Xtreme Administration** may ask for the **Motor Vehicle** to be inspected by one of **Our Approved Repairers**; and

c) If the claim is valid, **Xtreme Administration** will give approval for **Our Approved Repairer** to repair the **Motor Vehicle** within the terms of this **Mechanical Protection Plan**.

d) If the claim is not valid, then **You** shall be responsible for the cost of the inspection.

e) No reimbursement shall be given for any work commenced without official authorisation being issued by **Xtreme Administration** to the **Approved Repairer**.

8. LIMITS OF LIABILITY

a) The maximum amount payable whilst this **Mechanical Protection Plan** is in force for the total of all claims shall not exceed the **Aggregate Limit** as listed on the Application Page of this **Mechanical Protection Plan**.

b) The total monetary limit per claim under this **Mechanical Protection Plan** will not exceed:

   i) An amount up to the "**Benefit Limit**" as listed under "**Mechanical Protection Plan** Details" on the Application Page; and

   On any repair/s being undertaken at any 1 (one) time on any 1 (one) claim number.

c) Subject to the satisfactory completion of the repairs, **You** agree to accept such payments to cover the full cost of repairs to the **Covered Components** of the **Motor Vehicle** whether paid to **You** or to the **Approved Repairer** on **Your** behalf to be in full satisfaction of the claim.

d) Acceptance of the payment and/or **Motor Vehicle** after the repairs have been satisfactorily completed shall also be deemed to be in full satisfaction of the claim.

e) All Benefit Limits are the GST-inclusive cost of the repairs.

9. PAYMENT BY INSTALMENTS

a) **You** can choose to pay **Your Fee** in instalments to help spread **Your** payment over time. An administration charge will apply to use these facilities, therefore **Your Fee** will be more than if **You** choose to pay by a single payment.

b) The following additional conditions apply to payment by instalments;

- If **You** are paying by instalments and an instalment remains unpaid for 14 days or more, **We** may refuse a claim.
- If an instalment remains unpaid for a period of one month past its due date, **We** can cancel the **Protection Plan**.
- If **You** have an authorised claim during the instalment plan, **We** will deduct any outstanding instalments from the claim amount **We** authorise.

10. EXCLUSIONS

This **Mechanical Protection Plan** does not cover:

a) **Motor Vehicles** modified beyond manufacturer's specifications which modification has any effect on a Covered Component, commercial **Motor Vehicles** over 1,500 (one thousand five hundred) kgs carrying capacity, **Motor Vehicles** used or have been used for the conveyance of passengers, for fare or reward (this includes car rental), delivery or courier use, Police or Emergency **Motor Vehicles**, drivers instruction or tuition for reward.

b) Any damage due to misuse, fire, accident, theft, impact, submersion in water, neglect, rust, corrosion, towing without suitable equipment as recommended by the manufacturer, or **Motor Vehicles** used or tested in preparation for motorsports events in any form shall render this **Mechanical Protection Plan** null and void.

c) Any damage to **Covered Components** occurring from overheating or lack of oil or lubricant, low fluid level, any damage caused by failure to maintain correct service requirements and any damage, which is consequential of the failure to maintain correct servicing requirements.

d) Any damage, loss or expense of any kind, which occurs or arises as a result of the failure of a **Covered Component**, other than the cost of replacing or repairing the component itself.

e) Any damage, loss or expense of any kind which occurs or arises as a result of the failure of any item or component of the **Motor Vehicle** which is not a **Covered Component** under this **Mechanical Protection Plan**.

f) The cost of any consumables that are replaced during the course of repairs.

g) Any component that is considered part of any manufacturer's fault and / or recall campaign or is considered reusable.

h) Oil leaks, water leaks, normal wear and tear, all service and maintenance items and any consumables that are replaced during routine service and maintenance, or any failure of **Covered Components** due to water, oil, and fuel or coolant contamination.

i) Any repair, quote or diagnostic cost that is not part of a genuine, approved claim.

j) Any damage occurring while **You** continue to drive with a known or suspected fault, or which a reasonable person in the position of the driver would or should know or suspect to be a fault.

k) Conditions or problems that are determined to be **Pre-Existing Faults** or **Pre-Activated Faults**.

l) Failures of **Covered Components** subsequent to the cancellation or voiding of the manufacturer's warranty.

m) **Failures of Covered Components resulting in any way from:**

   i) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind;

   ii) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

n) Anything not covered by the manufacturer's warranty, when Your Motor Vehicle was sold new.

o) Structural failure of the Motor Vehicle.

p) Computer software upgrades and recoding.

q) Any of the following components: any paint, trim or panel.

11. MISCELLANEOUS

a) This is a **Mechanical Protection Plan** for used **Motor Vehicles**, therefore a part may be worn but still quite safe and serviceable.

b) **We** will not be liable or held responsible for any damage occurring if the **Motor Vehicle** is left unattended or being towed.

c) **We** will not be held responsible for any delays due to a lack of supply of parts or any materials needed to complete any work undertaken.

d) At all times the odometer must work. If the odometer has been tampered with, made inoperative or altered, or should any false statement be made by **You** or any person acting on **Your** behalf or otherwise, with **Your** knowledge, in support of any claim, then this **Mechanical Protection Plan** will become null and void and **Your** rights to a claim shall be forfeited in respect of all past, present and future claims.

12. COOLING-OFF PERIOD

You may cancel **Your Mechanical Protection Plan** for any reason within 30 days from the **Application Date** of this **Mechanical Protection Plan** unless an incident has occurred which may result in a claim. This is known as the "Cooling-off Period". **You** will need to return the **Mechanical Protection Plan** document to **Xtreme Administration**, together with a letter to request cancellation of the **Mechanical Protection Plan** during the cooling-off period. **We** will refund the **Fee** paid, less any taxes or duties **We** cannot recover from other sources.

13. CANCELLATION

We are required by law to provide certain guarantees in providing **Our Mechanical Protection Plan** claims service. If we fail to comply with **Our** obligations, **You** may be entitled to a remedy including cancellation of this **Mechanical Protection Plan** and/or a refund. Cancellation requests must be made in writing to **Xtreme Administration** P.O. Box 4301, LOGANHOLME, QLD, 4129. If **Xtreme Administration** agrees to cancel this **Mechanical Protection Plan**, any refund calculation will be on a pro-rata basis less **Xtreme Administration** cancellation/administration costs and any authorised or paid claims. Any complimentary **Mechanical Protection Plan** will be cancelled but there will be no refundable amount.

If the **Mechanical Protection Plan Fee** is financed, any refund will be made to the financier or whomever the financier directs **Us** to pay.

Xtreme Administration may cancel the **Mechanical Protection Plan** if:

i) **You** fail to comply with **Your** obligations;

ii) **You**, or a person acting on **Your** behalf, or otherwise with **Your** knowledge, provide false or misleading information in relation to a Claim;

iii) If the **Motor Vehicle's** odometer has been tampered with or is defective;

iv) If the **Motor Vehicle** has at any time been used for rallying, racing, and competitive driving or tested for any such events.

14. HOW TO MAKE A CLAIM

1. Read the **Mechanical Protection Plan** carefully to ensure **Your** claim is covered by the **Mechanical Protection Plan**.
2. Telephone or write to:

   The Administrator: **Xtreme Administration**

   P.O. Box 4301, Loganholme, Qld 4129

   Phone: (07) 3802 5597 | Fax: (07) 3806 1505

   Email: claims@xtremeadministration.com.au

   Office Hours: Monday to Friday 8:15 a.m. to 5:15 p.m. (AEST)
3. Quote the **Mechanical Protection Plan** Number, registration number and current odometer reading.
4. Explain fully the nature of the problem remembering that **You** are required to disclose to **Xtreme Administration** all information which is relevant in assisting **Xtreme Administration** to consider **Your** claim. If **You** fail to disclose such information **Your** rights to claim may be seriously affected and/or the claim may be rejected.
5. Upon receipt of the above information, **Xtreme Administration** will process and consider **Your** claim. Repairs will not be paid by **Us** unless an **Authorisation Number** is issued by **Xtreme Administration** to the **Approved Repairer** prior to the commencement of the repairs.
6. Additional Requirements:

   i) Repairs will not be paid by **Us** unless an **Authorisation Number** is issued by **Us** to the **Approved Repairer** prior to the commencement of the repairs.

   ii) In some cases, **You** will be given the opportunity to contribute something towards the cost of the repairs, i.e. any repairs that restore the **Motor Vehicle** to a better condition than the condition prior to the failure.

   iii) Failure by **You** to pay for any work not included in this claim shall render this **Mechanical Protection Plan** void.

   iv) In the event of a mobile mechanic being called by **Us**, **You** agree that any work carried out by that or any mechanic that is not part of the cover or if the call is of a service nature then this cost shall be **Your** responsibility.

   v) If **You** have a problem with **Your Motor Vehicle** that is not claim related, just call **Xtreme Administration's** claims department and **We** can still assist **You** through their network of **Approved Repairers** Australia-Wide.

15. TRANSFER OF MECHANICAL PROTECTION PLAN

This **Mechanical Protection Plan** cannot be transferred to another **Motor Vehicle**.

If you are not in breach of the terms of this **Mechanical Protection Plan You** may transfer the benefits of this **Mechanical Protection Plan** to a new owner of the **Motor Vehicle**.

As a prerequisite to transferring the **Mechanical Protection Plan Xtreme Administration** requires the following:

i) Proof of a current Safety Inspection Report and ownership; and

ii) A mechanical inspection acceptable to **Xtreme Administration**; and

iii) **You** must provide the above and request to transfer the **Mechanical Protection Plan** in writing to **Xtreme Administration** within 21 days of the change of ownership of the **Motor Vehicle**.

Apply for and submit **Your** transfer of **Mechanical Protection Plan** application to **Xtreme Administration**, PO Box 4301, Loganholme QLD, 4129.

16. DOCUMENT REPLACEMENT

In the event **You** lose or are unable to locate **Your Mechanical Protection Plan** document, **You** may apply for a replacement document. A fee of $33.00 will be payable for this service.

17. TAXATION INFORMATION

Fees are subject to Goods and Services Tax (GST). GST will also affect any claim **You** make under the **Mechanical Protection Plan**. Please refer to the Limits of Liability section (Section 8) of this **Mechanical Protection Plan**.

Generally, **Your Fees** are not tax-deductible and claims payments are not assessable income for tax purposes unless **You** purchase **Your Mechanical Protection Plan** for business purposes. This taxation information is a general statement only. **You** should seek professional taxation advice for information about **Your** personal circumstances.

18. PRIVACY NOTICE AND CONSENT

Xtreme Administration takes great care to protect the privacy of information supplied by individuals or organisations in accordance with the Privacy Act and Australian Privacy Principles. **You** are entitled to obtain a copy of **Xtreme Administration's** Privacy Policy on request.

The information requested from **You** is to:

- Enable **Xtreme Administration** to determine whether to accept **Your** application for the **Mechanical Protection Plan** and if so, on what terms;
- Enable **Xtreme Administration** to process **Your** claims and decide whether any claim **You** make should be accepted;
- Share with **Xtreme Administration's** related and associated entities, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but currently include the United Kingdom and South Africa. **Xtreme Administration** regularly reviews the security of the systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

This information will be kept confidential, except if there is a legal obligation to disclose it. By signing the application or paying any **Fee** due for the **Mechanical Protection Plan**, **You** consent to **Xtreme Administration**:

- Using the information for any of the above purposes;
- Conduct market or customer research, informing **You** about **Xtreme Administration's** products or services or those of any of Xtreme Administration's associated, related entities or alliance partners. **You** can opt-out of this by calling **Xtreme Administration** (07) 3802 5597; and
- Obtaining information from and providing information to any third party who can assist Xtreme Administration in considering whether to accept **Your** claim and the value of **Your** claim.

19. COMPLAINTS RESOLUTION

If **You** wish to make a complaint about service matters such as the general administration of **Your Mechanical Protection Plan**, or about a claim, the first thing **You** should do is contact **Xtreme Administration**, and **Your** complaint will be referred to **Xtreme Administration's** Internal Dispute Resolution Committee (IDRC) to review the dispute at no cost to **You**. This review will normally be completed within 15 business days.

Xtreme Administration Internal Dispute Resolution Committee:

Mail: The Administrator: **Xtreme Administration**, PO Box 4301, Loganholme, Qld, 4129

Phone: (07) 3802 5597

If **You** are still not satisfied with the outcome of the **Xtreme Administration** IDRC review of **Your** complaint, **You** can take **Your** complaint to the **Motor Dealer** to review the dispute at no cost to **You**. This review will normally be completed within 15 business days. 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.