

XLM Care Mechanical Protection Plan

SECTION 1: IMPORTANT NOTICES & DISCLOSURES

This Mechanical & Electrical Protection Plan is issued by Your Motor Dealer and Administered by ASWN Xtreme Protection Pty Ltd, ABN 55 119 140 402 trading as Xtreme Administration.

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

WELCOME

Welcome to Your Mechanical & Electrical Protection Plan.

This Mechanical & Electrical Protection Plan is designed to help reduce the financial impact of unexpected and potentially expensive mechanical & electrical repairs to Your Motor Vehicle by providing the parts and labour coverage on Covered Components listed under Significant Characteristics of this Product (Section 2.2).

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

Please carefully read this Product for the full Terms and Conditions.

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

1.1 LANGUAGE

All Product documents and all communications with You about this Product will be in easy-to-understand English. If You have any disability that makes communication difficult, please tell Xtreme Administration and they will be pleased to help.

1.2 ABOUT THIS PRODUCT DOCUMENTATION

This Product Document contains information designed to help You make an informed decision about whether to purchase this Product.

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

Before You purchase this Mechanical & Electrical 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 & Electrical Protection Plan provides You with a limited cover in relation to the mechanical & electrical failure of certain parts of Your Motor Vehicle during the term of this contract. This document explains how the Mechanical & Electrical Protection Plan operates.

1.3 WHO PROVIDES THE SERVICE?

The Mechanical & Electrical 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 & Electrical Protection Plan and is responsible for the payment of claims during the Mechanical & Electrical Protection Plan Term. The Mechanical & Electrical 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 & Electrical Protection Plan. Xtreme Administration 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, You should contact Xtreme Administration before contacting Your Motor Dealer.

1.4 COOLING OFF PERIOD

You may cancel this Product for any reason within 30 days from the Application Date by notifying Us in writing, or by calling Us on (07) 3802 5597 or emailing Us at claims@theclaimshub.com.au. This is known as the Cooling-Off Period. You will need to return the Product Schedule to Us, together with a letter to request cancellation of the Product during the cooling-off period.

If the Product has been issued to more than one person each person must authorise and sign the cancellation request.

Provided no Claim has been paid or You have not made a valid Claim, We will refund the amount paid, less any taxes, charges or duties which We cannot recover from other sources. After the Cooling-Off Period ends You still may have Cancellation Rights which are noted in this Mechanical & Electrical Protection Plan.

1.5 QUALITY GUARANTEE

All repairs to Covered Components authorised by Us prior to the commencement of work will also be covered by this Mechanical & Electrical Protection Plan for the remaining period of cover under this Product. You may also have the additional benefit of consumer guarantees under the Australian Consumer Law in relation to the quality of the repairs and any replacement components. Please tell Us if You are not satisfied with the authorised repairs.

1.6 PAY BY INSTALMENTS

You can choose to pay the Fee in instalments to help spread Your payment over time by one of two methods.

- Independent Third-Party Provider; or
- Monthly Payments by Administered Subscription

Independent Third-Party Provider

Please note this facility is not part of the Product Terms and Conditions as it is an additional service. Additional administration charges may apply to use this facility; therefore, the cost may be more than if You choose to pay the full Fee by a single payment. The third-party provider, if required, will provide any disclosure documentation for Your perusal and acceptance if You select this payment option.

The following additional conditions apply using the independent third-party provider pay-by-instalments option:

- If You are paying by instalments and an instalment remains unpaid for 14 days or more, without notice to or arrangement with the third-party provider, We may refuse a Claim.
- If You have an authorised Claim during the pay-by-instalment term, We may, after giving notice to You, deduct any outstanding instalments from the Claim amount We authorise.
- If You transfer the Product to a new owner throughout the term of the Instalment Plan, the balance of the Instalment Plan must be paid in full before the Product can be transferred. For all Transfer details, (Section 1.8) see below.
- If You fail to make a payment or repayment of the Instalment Plan in full by the due date the provider may, at its absolute discretion, charge a late fee proportionate to the additional fees and administrative duties applicable to the transaction.

Monthly Payments by Administered Subscription

The payment model is offered by Us and is a subscription model where you pay monthly instalments.

The following additional conditions apply using the pay-by-instalments option:

- You must ensure that Your first and any subsequent instalment Fee payments are made by the due dates. You are responsible for paying any outstanding Fee if we authorise Your claim.
- If You are paying by instalments and an instalment remains unpaid for 14 days or more, We may refuse a Claim.
- If an instalment payment is not paid, we will send You a missed payment notification, which informs You of Our intention to cancel the Product if it remains unpaid. After 3 attempts to seek payment (each attempt takes approximately 7 days), the Product is cancelled automatically based on the final missed payment notification.
- If You transfer the Product to a new owner throughout the term of the Instalment Plan, the balance of the Instalment Plan must be paid in full before the Product can be transferred. For all Transfer details, (Section 1.8) see below.
- If the Product is cancelled for any reason, a cancellation fee of \$100.00 will be incurred. This fee covers administrative, and processing costs associated with the cancellation.

Deductions from Your claim

If You make an authorised Claim during a pay-by-instalment period, the outstanding balance of Your Instalment Plan must be paid in full before We can proceed with authorising the Claim.

If prior arrangements have been agreed in writing, We may instead deduct any unpaid Fee, including any overdue instalments, from the authorised Claim amount.

Dishonoured payments

If any instalment payment is dishonoured or reversed for any reason, You remain responsible for the unpaid instalment and any fees or charges applied by Us or our payment service provider in connection with the dishonour.

Where permitted by law, We may recover all such dishonoured payment fees as part of the Instalment Plan and may require these amounts to be paid before a Claim is authorised or deduct them from an authorised Claim amount.

1.7 DOCUMENT REPLACEMENT

In the event You lose or are unable to locate Your Product documentation, You may apply for a replacement document. No fee will be charged if it is sent by email to You.

1.8 TRANSFER

This Mechanical & Electrical Protection Plan cannot be transferred to another motor vehicle or motor vehicle dealer.

If You are not in breach of the terms of this Product You may transfer the benefits of this Mechanical & Electrical Protection Plan to a new owner of the Motor Vehicle. As a prerequisite to transferring the Product, We require the following:

- Proof of a current Safety Inspection Report and ownership; and
- A Motor Vehicle inspection acceptable to Us; and
- You must provide the above and request to transfer the Product in writing to Us within 21 days of the change of ownership of the Motor Vehicle; and
- A transfer and administration fee of \$75 is payable to Us by the new owner.

Apply for and submit Your transfer of Your Product application via claims@theclaimshub.com.au.

1.9 DEFINITIONS

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

Additional Benefits mean those benefits in addition to the rights and remedies available under the Australian Consumer Law.

Application Date means the date the completed application for a Product was submitted to Xtreme Administration as specified in the Product Schedule.

Approved Repairer means those licensed 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 authorised Claim under this Mechanical & Electrical Protection Plan indicated on the Product Schedule, and also as set out in the Limits of Liability of this Product document.

Claim means a claim for authorised repair submitted in accordance with these terms and approved by Xtreme Administration.

Consumables means items or materials that wear out or get used up over time through normal operation. Including items that need regular replacement or replenishment to ensure the asset continues to function properly.

Covered Component means only those mechanical & electrical components or parts of Your Motor Vehicle that are listed in the Significant Characteristic of this Product (Section 2.2). Any component or item not listed in that table is not covered under this Product.

Fee means the amount paid for this Mechanical & Electrical Protection Plan.

Manufacturer's Warranty means the warranty provided by the manufacturer applicable to the Motor Vehicle at the time Your Motor Vehicle was purchased as new, but for the purposes of this Product, limited to only those mechanical & electrical components of the Motor Vehicle covered by the Product.

Market Value means the invoiced value of Your Motor Vehicle at the time of purchase (excluding any modifications, aftermarket accessories, any interest fees and charges, insurance and government taxes).

Mechanical & Electrical Protection Plan/Protection Plan means the coverage provided by this Product.

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

Motor Vehicle means the used Motor Vehicle specified on the Product Schedule.

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

Pre-Existing or Known Fault means a mechanical or electrical fault with a Covered Component of the Motor Vehicle, reasonably determined on inspection by an Approved Repairer to have occurred or existed, and which You knew, or ought reasonably to have known existed, or where in the opinion of an independent repairer it may reasonably be assumed to have occurred or existed, prior to the Application Date and is not the direct consequence of or result from a known manufacturing fault.

Product means this document.

Product Schedule means the document We provide to You, which You as the Product holder and sets out what this Product covers You for including relevant limits and sums insured. We will replace Your Product Schedule whenever You make any changes to the Product.

Statutory Warranty means any applicable warranty required by the relevant state or territory law to be provided to You by the Motor Dealer in connection with the Motor Vehicle (where applicable).

Total Benefit Limit means the total monetary limit for all valid Claims under this Product specified on the Product Schedule, and also as explained in the Limits of Liability of this document. The Total Benefit Limit for the total of all Claims (including the Customer Care Package) shall not exceed the Market Value of the Motor Vehicle at the time of Cover Commencement Date of this Product, or the limit of \$120,000, whichever is the lesser.

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

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

You, Your means the person(s) named on the Product Schedule as the purchaser and owner of the Motor Vehicle.

SECTION 2: TERMS AND CONDITIONS

Please read these Mechanical & Electrical Protection Plan Terms and Conditions and Product Documentation for full details of what We cover, as well as what limits, conditions and exclusions apply.

2.1 ELIGIBILITY

This Mechanical & Electrical Protection Plan is available for certain makes and models (please note that not all makes and models are eligible, the Motor Dealer will advise whether the make and model are eligible). For eligible makes and models, the Motor Vehicle:

- Has a Market Value of at least \$3,000;
- Has not been modified from the manufacturer specification which would have any effect on the Covered Components; and
- Is registered in Australia.

We will not authorise or pay a Claim or may reduce the overall Benefit Limit payable if your Motor Vehicle is:

- Used in competitions, rallies, racing, pacemaking, reliability trials, speed or hill climbing, or any other type of motor racing or competitive activity;
- Carrying and/or towing loads above the gross combination weight of the trailer and your Motor Vehicle, as specified by the manufacturer's logbook recommendations;
- A rental vehicle;
- Carrying passengers for hire or reward;
- Used for the purposes of:
 - Deliveries or as a courier vehicle;
 - Police or emergency services activities;
 - Driver instruction or tuition for reward; or
 - Mining and or excavation activities.
- Determined reasonably to be unroadworthy or unregistered;
- Being used outside of Australia at the time of the event resulted in a claim under this Product.

2.2 SIGNIFICANT CHARACTERISTICS OF THIS PRODUCT

Significant characteristics of this Mechanical & Electrical Protection Plan are contained in the table below. Please read it carefully.

This Mechanical & Electrical Protection Plan covers only the Covered Components of the Motor Vehicle listed in the table. Any component or item not listed below is not covered under this Product.

Covered Components:	
Engine	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	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	Internal lubricated components including input shaft, output shaft, main shaft, cluster gearset, synchro rings, synchro hubs, internal bearings, roller bearings, internal thrust bearings, selector forks, internal selector arms, external mechanical components, pedal 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	The internal lubricated parts only, crown wheel and pinion, pinion bearings, carrier bearings, hemisphere, axle hub bearings, axle shafts, side gears, planetary gears and limited slip clutch pack only.
Cooling System	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	Starter motor, alternator, voltage regulator, windscreen wiper motor, rear window wiper motor, windscreen washer pump only.
Braking System	Brake booster, brake master cylinder, front and rear brake calipers, brake caliper slide pins, proportioning valve, brake accumulator only.
Air Conditioning	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	Drive shafts, universal joints, centre bearings, tail shafts, slip joints, tail shaft coupling, cv joints (specifically excluding cv dust boot) only.
Steering System	Power steering pump, power steering rack and pinion, power steering box (specifically excludes rack ends and rack boots) only.
Fuel Management System	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	Power window motor, power window master switch, power window regulators (specifically excluding sunroofs) only.
ABS Braking System	ABS actuators, electronic module, wheel speed sensors, abs accumulator, steering angle sensor only.
Radiator	Engine cooling radiator, radiator expansion/header tank, coolant overflow bottle only.
Electronic Ignition System	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	Engine control module, cruise control actuators and cruise control sensors only.
Electronic Transmission Computers	Transmission computer, power train control module only.
Turbo	Turbo impeller, internal bushings and bearings, turbo housing, turbine wheel, wastegate, turbo actuator (this cover only applies to factory-fitted turbochargers) only.
Clutch	Clutch master cylinder, slave cylinder, clutch fork, clutch cable (specifically excluding clutch plate, pressure plate, throwout bearing) only.
Cylinder Head	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 & Electro-Mechanical	Electric boot release, fuel flap release solenoid, rear demister switch, power mirror switch, hazard light switch, headlight switch, mirror motors, windscreen wiper arms and linkages, interior light switch, courtesy light switch only.
Other	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.

For all limits of liability and exclusions of the Mechanical & Electrical Protection Plan, please refer to the Limits of Liability (Section 2.10), Exclusions (Section 2.4) and Miscellaneous (Section 2.12).

2.3 ADDITIONAL BENEFITS

CUSTOMER CARE PACKAGE

Where We approve a Claim in relation to a Covered Component, We will provide the following Additional Benefits where expenses are incurred, by reason of that Claim. Our Customer Care Package runs for the term of the Product. Refer to Limits of Liability (Section 2.10).

TOWING ASSISTANCE

Benefit Limit: Up to \$100.00 per Claim - Reimbursement up to the Benefit Limit for towing charges in the event of an authorised Claim where Your Motor Vehicle is unable to be quickly repaired where it is located or safely driven to an Approved Repairer.

ACCOMMODATION ASSISTANCE

Benefit Limit: Up to \$100.00 per Claim - Reimbursement up to the Benefit Limit for emergency accommodation, arrangements and costs in the event of an authorised Claim where You are more than 400 km from Your registered residence and the covered breakdown takes more than 48 hours.

CAR HIRE ASSISTANCE

Benefit Limit: Up to \$100.00 per Claim - Reimbursement up to the Benefit Limit for car hire costs in the event of an authorised Claim where You are more than 400 km from Your registered residence and the covered breakdown takes more than 48 hours.

2.4 EXCLUSIONS

The following are not covered under this Mechanical & Electrical Protection Plan:

1. Damage to the Covered Components as a result of:
 - Overheating or failure to properly maintain coolants and lubricants;
 - Impact or a road traffic accident;
 - Modifications to the Motor Vehicle outside of manufacturer's logbook recommendations;
 - Non-manufacturer fitted parts, which have not been fitted to the Australian Design Rules;
 - Not being maintained in accordance with the appropriate service requirements of this Protection Plan. See Your Obligations (see Section.2.8);
 - Misuse, neglect, abuse or inappropriate servicing or any repairs required as a result of continued operation of the Motor Vehicle once a defect or fault has occurred;
 - Failure to maintain recommended levels or use of incorrect types and grades of fuel, oil, coolants or lubricants or use of any contaminated fuel, oil, coolants or lubricants;
 - Corrosion, rust, fire, illegal use (including damage as a result of the theft of the Motor Vehicle), malicious damage, impact, accident, earthquake, flood or other occurrences of nature, riot or civil commotion, war, terrorism, invasion, strikes or resulting from nuclear fission, fusion or radioactivity;
 - The Motor Vehicle is fitted with an LPG unit other than a unit supplied, fitted and endorsed or approved by the manufacturer's logbook recommendations;
 - Deterioration due to Normal Wear and Tear or the gradual reduction in operating performance of the Motor Vehicle or any Covered Component; (refer to the definition of Normal Wear and Tear);
 - CV joints or any shafts where the dust boot is damaged; or
 - Water leaks, oil leaks, oil seals, O-rings, belts, timing belts & hoses.
2. Any Pre-Existing or Known Faults existing prior to the commencement of cover, or which can be reasonably determined to have arisen or occurred during the Manufacturer's Warranty and/or the Statutory Warranty period for the Motor Vehicle.
3. Any repairs or failures where we have not been provided with a reasonable opportunity to assess the damage/fault for the purpose of determining that the repair/replacement was required to remedy a fault or reduce the likelihood of the failure.
4. Tyres or wheels (unless covered elsewhere in the Protection Plan), batteries, mechanical adjustments, exhaust system components, replacement or other servicing (including items scheduled as routine servicing in accordance with the manufacturer's logbook recommendations for Your selected Motor Vehicle) which in the judgement of the manufacturer are made or should be made as part of appropriate servicing or maintenance.

5. Any Covered Components or parts subject to recall by the manufacturer, component parts or design elements which are found to have been an inherent design fault, including parts subject to:
 - An Australian Competition and Consumer Commission (ACCC) recall;
 - A manufacturer recall; or
 - Any notice of faults issued by the manufacturer;
6. Noisy parts or components, in the absence of their failure;
7. Any tapping's, threads, fixings and/or fastening devices or repairs as a result of these components not being fitted correctly or in accordance with the manufacturer's logbook recommendations;
8. Interior trim components, including but not limited to seats, seat belts (excluding mechanical and electrical components), storage compartments, cup holders, ashtrays, components made of glass and/or decorative fascia components;
9. Paintwork, panel and bodywork and all related Motor Vehicle components, including but not limited to, lamps and lamp units, weather strips and seals, components made of glass, and/or any exterior trim or decorative components;
10. Directional navigational equipment, active braking, pedestrian & lane change radar detection components, cameras, tracking devices and monitors, lamps and lamp units, Instrument cluster, audio systems including LED/LCD displays, airbag systems and alarmimmobiliser systems;
11. Any consequential financial or non-financial loss, damage or liability of any kind incurred as a result of the incident giving rise to a Claim, except unavoidable mechanical damage caused by the failure of a Covered Component.
12. Subsequent failure or damage to other components caused by the failure of the Covered Component where you continue to operate your Motor Vehicle, except where:
 - You could not have reasonably prevented the subsequent damage; or
 - You could have prevented the subsequent damage and taken the steps that a reasonable person in the circumstances would have taken to prevent it.
13. Costs, loss, liability or damage associated with or related to:
 - Any hacking event including any loss, damage, liability, cost or expense caused by or associated in any way with malicious or non-malicious use of any computer application, process, software, code or programme, including computer virus, malware, ransomware (or any other computer-related hoax, scam, data breach or other unauthorised access to a computer system of any kind).
 - Software modifications, upgrades/updates, unless connected to the replacement of a Covered Component;
 - Improving or reconditioning the Motor Vehicle or parts to a condition superior to that at the time of purchase or contrary to the manufacturer's logbook recommendations; or
 - Any damage due to misuse, fire, accident, theft, police incident, submersion in water, neglect, rust, excessive loading or towing without suitable equipment or any use or modification other than in accordance with the manufacturer's logbook recommendations.
14. The cost of any consumables that are lost or replaced during the course of diagnosis or approved repairs.
15. Any repair, quote or diagnostic cost that is not part of an approved claim.

2.5 PERIOD OF COVER

This Product will commence on the latest of the following dates:

1. The Cover Commencement Date as noted on the Product Schedule; or
2. The expiry of any Manufacturer's Warranty or Statutory Warranty, if applicable.
3. If no Manufacturer Warranty or Statutory Warranty exists, upon the expiry of 90 days after the Product Schedule is issued to You, or when the Motor Vehicle has travelled 5,000 km since the date of purchase, whichever occurs first.

This Product will cease on the sooner of:

4. The date selected by You as the Product expiry date listed on the Product Schedule; or
5. When the Total Benefit Limit of the Product has been reached; or
6. In the event You fail to comply with the Product service requirements; or
7. When the Product is cancelled by You in accordance with the Cooling Off Period (Section 1.4).

2.6 PRECONDITIONS

It is a precondition of this Mechanical & Electrical Protection Plan that:

1. At the commencement of Your Product, the Motor Vehicle is in good operational condition, with no Pre-Existing or Known Faults. Failure to disclose any Pre-Existing or Known Faults may void this Product; and
2. The Motor Vehicle is currently registered as required by State and Territory law; and
3. The Motor Vehicle when purchased must have a Certificate of Roadworthiness or Safety Inspection report; and
4. The Fee (if it has not been agreed that the payment is payable by instalments) must be received and approved by Xtreme within 21 days from the Application Date.

2.7 OUR OBLIGATIONS

1. We will process Your application within five (5) business days of receipt and either accept or decline cover.
2. If We do not receive a Fee within twenty-one (21) days of the Application Date, the Product will be considered never to have commenced, and We will advise You of the declined coverage.
3. Provided cover is granted, We will pay for the repairs or replacement of any broken or damaged Covered Components causing mechanical & electrical failure always considering that the Motor Vehicle purchased is a used Motor Vehicle. If a Covered Component requires replacement, We may replace it with a reconditioned or similar component.
4. You should advise Your repairer that any repairs We agree to pay for must be undertaken by an Our Approved Repairer at a price acceptable to Us. Your repairer will know if they are approved by Us, otherwise, they can call Us to confirm.
5. The monetary limits of Our obligations are set out in the Total Benefit Limit and Benefit Limit specified on the Product Schedule.

2.8 YOUR OBLIGATIONS

You agree that from the Cover Commencement Date of this Product You must comply with the following essential terms:

SERVICE 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 the 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.

Service Invoice Records:

1. Post the relevant service coupon attached to this Product and the Mechanic's Tax Invoice (or legible copy) to Xtreme Administration, P.O. Box 4301, Loganholme, QLD 4129, promptly after the service is completed; or
2. Email the relevant service coupon attached to this Product and the Mechanic's Tax Invoice (or legible copy) to claims@theclaimshub.com.au, promptly after the service is completed.

The processing of Your Claim may be delayed or declined if We do not have invoices or other satisfactory evidence detailing the service history of the Motor Vehicle.

Minimise Damage: That 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 damage to a Covered Component is reasonably suspected.

Coolants and Lubricants: Must be checked and maintained regularly.

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 & Electrical Protection Plan.

2.9 ASSESSMENT AND AUTHORISATION

1. Upon receipt of a Claim enquiry, We will check whether Your Claim is valid under this Mechanical & Electrical Protection Plan and that all service requirements have been adhered to; and
2. If so, We may ask for the Motor Vehicle to be inspected by one of their Approved Repairers; and
3. If the Claim is valid, We will give approval for their Approved Repairer to repair the Motor Vehicle within the terms of this Product.
4. Where We need to dismantle Your Motor Vehicle to diagnose for the purpose of assessing Your Claim, We may ask You to contribute if it becomes apparent the Claim is not a successful Claim. In this circumstance We will;
 - i. Ask Your permission to dismantle the Motor Vehicle;
 - ii. Give You an estimated cost of the cost to dismantle and diagnose;
 - iii. Make clear to You that those costs will not be reimbursed if the Claim is rejected.
5. No reimbursement shall be given for any work commenced without official authorisation being issued by Us to the Approved Repairer.

2.10 LIMITS OF LIABILITY

1. The Benefit Limit per Claim, including the Customer Care Package, is specified on the Product Schedule. The Benefit Limit indicates the limit of each Claim at any one time on any one Claim regardless of the number of Covered Components claimed against.
2. Customer Care Package: \$100 per Claim (up to a maximum of \$300 for the term of the Mechanical & Electrical Protection Plan). A Claim will only be considered where repair of a Covered Component is approved by Us under this Product and costs will be reimbursed to You on submission of paid tax invoices or receipts, received and approved by Us.
3. The Total Benefit Limit for the total of all Claims (including the Customer Care Package) shall not exceed the Market Value of the Motor Vehicle at the time of the Cover Commencement Date, as determined by Us, or the limit of \$120,000, whichever is the lesser.
4. 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.
5. 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.
6. All Benefit Limits are the GST-inclusive cost of the repairs.

2.11 HOW TO MAKE A CLAIM

1. Read the Mechanical & Electrical Protection Plan carefully to ensure Your Claim is covered by the Protection Plan.

2. Telephone or write to:

The Administrator: Xtreme Administration

PO Box 4301, Loganholme, Qld 4129

Phone: (07) 3802 5597

Email: claims@theclaimshub.com.au

Office Hours: Monday to Friday 8:15 am to 5:15 pm (AEST)

3. Quote the Mechanical & Electrical Protection Plan Number, registration number and the current odometer reading.

4. Explain fully the nature of the problem remembering that You are required to disclose to Us all information that is relevant in assisting Us 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.

Additional Requirements:

- i. 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.
- ii. You are to pay for any work not included in an approved Claim.
- iii. 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.
- iv. If You have a problem with Your Motor Vehicle that is not Claim-related, just call Our claims department and We can still assist You through Our network of Approved Repairers Australia-wide.

2.12 MISCELLANEOUS

1. This is a Mechanical & Electrical Protection Plan for used Motor Vehicles, therefore a part may be worn but still quite safe and serviceable.
2. We will not be liable or held responsible for any damage occurring if the Motor Vehicle is left unattended or being towed.
3. 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.
4. The odometer must be accurate and maintained in good working order. If at any time 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 Product will become void and Your rights to Claim will be forfeited in respect of any present and future Claims (applicable if the Motor Vehicle has an odometer fitted at time of manufacturer). Nothing in this clause prevents You from undertaking, at Your own expense, repairs or maintenance to the odometer at a licensed service facility of Your choosing in order to maintain it in good working order.

2.13 CANCELLATION

You may cancel Your Product at any time by providing Your cancellation requests in writing to claims@theclaimshub.com.au. If You cancel Your Product, Your cover will end on the date We receive Your cancellation request, unless You inform Us otherwise and We agree to a mutually agreed date. If We agree to cancel this Product, any refund calculation will be on a Rule of 78 basis for the unexpired portion of the Product less any authorised or paid Claims.

Please note:

1. If the Mechanical & Electrical Protection Plan Fee is financed, any refund will be made to the financier or whomever the financier directs Us to pay.
2. If You are paying by instalments and an instalment remains unpaid for 14 days or more, the Product is cancelled automatically without further notice to You. If the Product is cancelled for any reason, a cancellation fee of \$100.00 will be incurred. Please see previous Pay By Instalment clause of this document.
3. If there is Roadside Assistance included within the Product, this cannot be cancelled separately.
4. Any complimentary Product will be cancelled but there will be no refundable amount.

We may cancel the Mechanical & Electrical Protection Plan if:

5. You fail to comply with Your obligations;
6. You, or a person acting on Your behalf, or otherwise with Your knowledge, provide false or misleading information in relation to a Claim;
7. If the Motor Vehicle's odometer has been tampered with or is defective;
8. If the Motor Vehicle has at any time been used for rallying, racing, and competitive driving or tested for any such events.

How We Calculate Your Refund if You Cancel Early (Rule of 78)

If You cancel Your Product before the end of the term, We use an industry-standard method called the **Rule of 78** to work out how much of Your Fee has been “used” and how much We can refund to You.

What the Rule of 78 Means

The Rule of 78 assumes that more of the Fee is used in the earlier months of Your coverage. There are **no extra administration fees built into this method**, but it does mean Your refund reduces more quickly at the start of the policy.

How It Works

For a 12-month policy, the months are given weights that add up to 78.

Month 1 has the highest weight, and Month 12 has the lowest.

- Month 1 uses **12/78ths** of the Fee
- Month 2 uses **11/78ths**
- Month 3 uses **10/78ths**, and so on

When You cancel, We add up the weights for the months You have already been covered. This tells Us how much of Your Fee has been “earned”. The rest is the amount We refund to You (less any approved cancellation fee in Your Product Documentation).

Example

If Your Fee is **\$1,200 for 12 months** and You cancel after **3 months**:

- Months used: $12 + 11 + 10 = 33/78$ ths of the Fee
- Earned Fee: $33/78 \times \$1,200 = \507.69
- Refundable amount: $45/78 \times \$1,200 = \692.31
- If a cancellation fee applies, it is deducted from the refundable amount.
- If there is any outstanding dishonoured fees, they will be deducted from the refundable amount.

SECTION 3: PRIVACY, COMPLAINT AND TAXATION DISCLOSURES & THE AUSTRALIAN CONSUMER LAW.

3.1 IF YOU DON'T TELL US SOMETHING

If You do not tell Us anything You are required to tell Us, We may cancel Your Product or reduce the amount We will pay You if You make a Claim, or both. If Your failure to tell Us is fraudulent, We may refuse to pay a Claim and treat the Product as if it never existed.

3.2 PRIVACY NOTICE AND CONSENT

Unless the context otherwise provides, in this section 'We', 'Our' or 'Us' means the Xtreme Administration.

Personal information is essentially any information or an opinion about an identified individual, or an individual who is reasonably identifiable. See the Privacy Act 1988 (the Privacy Act) for full details of what constitutes personal information.

This privacy notice details how We collect, disclose and handle personal information.

3.3 WHY WE COLLECT YOUR PERSONAL INFORMATION

We collect personal information (including sensitive information) so We can:

- Identify You and conduct necessary checks; and
- Determine what service or Products We can provide to You e.g. offer Our Products; and
- Issue, manage and administer services and Products provided to You or others, including Claims investigation, handling and settlement; and
- Improve Our services and Products, e.g. training and development of Our representatives, Product and service research and data analysis and business strategy development.

3.4 WHAT HAPPENS IF YOU DON'T GIVE US YOUR PERSONAL INFORMATION

If You choose not to provide Us with the information We have requested, We may not be able to provide You with Our services or Products or properly manage and administer services and Products provided to You or others.

3.5 HOW WE COLLECT YOUR PERSONAL INFORMATION

Collection can take place through websites (from data input directly or through cookies and other web analytic tools), email, by telephone or in writing.

We collect it directly from You unless You have consented to collection from someone other than You, it is unreasonable or impracticable for Us to do so or the law permits Us to.

If You provide Us with personal information about another person You must only do so with their consent and agree to make them aware of this privacy notice.

3.6 WHO WE DISCLOSE YOUR PERSONAL INFORMATION TO

We share Your personal information with third parties for the collection purposes noted above.

The third parties include: Our related companies and Our representatives who provide services for Us, Our claim management partner(s), Selling Agents, Our legal, accounting and other professional advisers, data warehouses and consultants, investigators, loss assessors and adjusters, other parties We may be able to claim or recover against, and anyone either of Us appoints to review and handle complaints or disputes and any other parties where permitted or required by law.

We may need to disclose information to persons located overseas who will most likely be located in the United Kingdom, South Africa, Asia-Pacific and the USA. Who they are may change from time to time. You can contact Us for details or refer to Our Privacy Policy available on Our website. In some cases, We may not be able to take reasonable steps to ensure they do not breach the Privacy Act and they may not be subject to the same level of protection or obligations that are offered by the Privacy Act. By proceeding to acquire Our services and Products You agree that You cannot seek redress under the Privacy Act or against Us (to the extent permitted by law) and may not be able to seek redress overseas.

3.7 MORE INFORMATION, ACCESS, CORRECTION OR COMPLAINTS

For more information about Our privacy practices including how We collect, use or disclose information, how to access or seek correction to Your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to Xtreme's Privacy Policy. It is available at www.xtremeadministration.com.au or by contacting Xtreme Administration on (07) 3802 5597 EST 8.15 am - 5.15 pm, Monday-Friday.

3.8 YOUR CHOICES

By providing Us with personal information, You and any person You provide personal information for, consent to these uses and disclosures unless You tell Us otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with please contact Us.

You can opt out of this by emailing administration@xtremeadministration.com.au or by calling Us on (07) 3802 5597.

3.9 TAXATION INFORMATION

Fees are subject to Goods and Services Tax (GST) imposed by Commonwealth and State Governments. GST will also affect any Claim You make under the Product. Please refer to the Goods and Services Tax (Section 3.10) below.

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

3.10 GOODS AND SERVICES TAX (GST)

Any Claim payments made under the Product will be based on GST-inclusive costs, up to the relevant maximum amount that We pay. However, if You are or would be entitled to claim any input tax credit for any of the things covered, We will reduce any Claim under the Product by the amount of such input tax credit. You must advise Us of Your correct input tax credit percentage where You are registered for GST.

You are liable to Us for any GST liability We incur arising from Your incorrect advice or inaction.

3.11 OTHER PRODUCTS

If at the time of a valid Claim under this Product, there is another Product in force that covers You for the same loss or expense, We may seek recovery of some or all of Our costs from the other insurer. You must give Us any help or information We may need to assist Us with Our loss recoveries.

3.12 FRAUDULENT CLAIMS OR MISLEADING INFORMATION

We take a robust approach to fraud prevention in order to keep Fees down so that You do not have to pay for another person's dishonesty. If any Claim under this Product is deliberately fraudulent, exaggerated, or is intended to mislead, or if any deliberately misleading or fraudulent means are used by You or anyone acting on Your behalf to obtain a benefit under this Product, Your right to any benefit under this Product will end, Your Product will be cancelled without any Fee refund and We will be entitled to recover any benefit paid and costs incurred as a result of any such deliberately fraudulent or misleading Claim. We may also inform the police.

3.13 SUMMARY OF RIGHTS AND REMEDIES UNDER THE ACL

The protection afforded to You under this Product 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 Product when not covered by the ACL.

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 Product. The exact amount of time that Consumer Guarantees last in the case of a specific purchase varies depending on the circumstances.

Motor Vehicles may also have an additional Statutory Warranty. 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.

3.14 ADDITIONAL BENEFITS UNDER THIS MECHANICAL & ELECTRICAL BREAKDOWN WARRANTY 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 Product 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 Repairer.

You will be entitled to the benefits set out in this Product that are not available under the ACL which, subject to the terms and conditions of the Product, are:

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

3.15 COMPLAINTS RESOLUTION

If You wish to make a complaint about service matters such as general administration of Your Mechanical & Electrical 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 Complaints Team to review the dispute at no cost to You. This review will normally be completed within 30 calendar days.

Xtreme Administration Complaints Team:

Phone: 07 3802 5577

Post: P.O. Box 4301, Loganholme, QLD 4129

Email: complaints@xtremeadministration.com.au

If You are still not satisfied with the outcome of the Xtreme Administration Complaints Team 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 30 calendar 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.