

# Motorbike Assure Elite Mechanical Protection Plan

## WELCOME

This Mechanical & Electrical Protection Plan is issued by Your Selling Agent and Administered by Xtreme Protection, ABN 55119 140 402 trading as Xtreme Administration.

## CONGRATULATIONS ON PURCHASING YOUR MOTORBIKE

This Mechanical & Electrical Protection Plan is designed to help reduce the financial impact of unexpected and potentially expensive mechanical & electrical failures on Your Motorbike by providing parts and labour coverage on Covered Components as listed under (Section 3).

When You purchase this Mechanical & Electrical Protection Plan, You benefit from having 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 & Electrical Protection Plan is issued by Us, Your Selling Agent, in relation to Your Motorbike 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 & 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 Motorbike during the term of this contract. This document explains how the Mechanical & Electrical Protection Plan operates.

## LANGUAGE

This document and all communication with You about this Mechanical & Electrical Protection 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 Mechanical & Electrical 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 & Electrical 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 Motorbike or this Mechanical & Electrical Protection Plan. The exact amount of time that Consumer Guarantees last in the case of a specific purchase varies depending on the circumstances.

Your Motorbike 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 & ELECTRICAL PROTECTION PLAN NOT AVAILABLE UNDER THE ACL

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

When You purchase this Mechanical & Electrical Protection Plan You are obtaining certainty as to the period of coverage 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 is undertaken by one of our Approved Repairer.

You will be entitled to the benefits set out in this Mechanical & Electrical Protection Plan that may not be available under the ACL, subject to the terms and conditions of Your Mechanical & Electrical Protection Plan, they 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
- A network of trusted Approved Repairers.

## COOLING-OFF PERIOD

You may cancel Your Mechanical & Electrical Protection Plan for any reason within 30 days from the Application Date of this Mechanical & Electrical 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 & Electrical Protection Plan document to Xtreme Administration, together with a letter to request cancellation of the Mechanical & Electrical Protection Plan during the cooling-off period. We will refund the Fee paid, less any taxes or duties We cannot recover from other sources.

If this is a Complimentary product there is no applicable refund if cancelled in the cooling-off period.

## DOCUMENT REPLACEMENT

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

## 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 Mechanical & Electrical Protection Plan. 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.

## DEFINITIONS

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

**Application Date** means the date the completed Mechanical & Electrical 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 Selling Agent.

**Benefit Limit** means the monetary limit for each valid Claim under this Mechanical & Electrical Protection Plan specified under "Mechanical Protection Plan Details" on the Application Page, and also refer to Limits of Liability (Section 11) of this Mechanical & Electrical Protection Plan document.

**Complimentary** means that no premium or fee was paid for this Mechanical & Electrical Protection Plan.

**Covered Components** means only those components or parts of Your Motorbike that are listed in the 'Covered Components' tables in (Section 3) as being covered under Your Mechanical & Electrical Protection Plan.

**Fee** means the amount paid for this Mechanical & Electrical Protection Plan, if applicable.

**Manufacturer Warranty** means the original warranty coverage for the Motorbike provided by the manufacturer as an express warranty from the date of the first registration date of the Motorbike.

**Market Value** means the invoiced value of Your Motorbike 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 this document.

**Motorbike** means the used Motorbike specified on the Mechanical & Electrical 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 Motorbike relative to the age of the Motorbike and the kilometres travelled.

**Pre-Existing or Known Fault** means a mechanical fault with a Covered Component of the Motorbike, 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 Schedule** means the document We provide to You, which that You as the Mechanical & Electrical Protection Plan holder and sets out what this product covers including relevant limits and sums insured. We will replace Your Product Schedule whenever You make any changes to the Mechanical & Electrical Protection Plan.

**Statutory Warranty** means the warranty required by the relevant state or territory law to be provided to You by the Selling Agent (where applicable).

**Selling Agent** means the Selling Agent named on the Mechanical & Electrical Protection Plan Application Page.

**Total Benefit Limit** means the total monetary limit for all valid Claims under this Mechanical & Electrical Protection Plan specified under "Mechanical Protection Plan Details" on the Application Page, and also refer to Limits of Liability (Section 11) of this Protection Plan document. The Total Benefit Limit is limited to the Market Value of Your Motorbike at the time of purchase, or the limit of \$120,000, whichever is the lesser.

**We, Us, Our** means the Selling Agent, 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 named in the Mechanical & Electrical Protection Plan Application Page as the purchaser and owner of the Motorbike.

# TERMS & CONDITIONS: MECHANICAL & ELECTRICAL PROTECTION PLAN

## 1. WHO PROVIDES THE SERVICE

The Mechanical & Electrical Protection Plan is provided to You by Your Selling Agent as part of the contract of sale of the Motorbike. Your Selling Agent 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 Selling Agent or Xtreme Administration acting as an insurer.

Xtreme Administration has been appointed by Your Selling Agent 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 Selling Agent 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 Selling Agent.

## 2. ELIGIBILITY

This Mechanical & Electrical Protection Plan is available for certain makes and models (please note that not all makes and models are eligible) and the Selling Agent will advise whether the make and model are eligible. For eligible makes and models, the Motorbike;

- Has a Market Value of at least \$1,000;
- 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 Motorbike 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 Motorbike, as specified by the manufacturer's logbook recommendations;
- A rental Motorbike;
- 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 Mechanical & Electrical Protection Plan.

## 3. COVERED COMPONENTS

<b>Covered Components</b>	You are covered against the failure of the Covered Components that would have been covered by the original Manufacturer's Warranty if it had not expired. Please see Section 5 "Exclusions" for a comprehensive description of components not covered.
<b>Benefit Limit</b>	You are covered up to the Benefit Limit recorded on the Product Schedule.
<b>Total Benefit Limit</b>	The Total Benefit Limit for the total of all Claims is limited to the Market Value of Your Motorbike at the time of purchase, or the limit of \$120,000, whichever is the lesser.

**Please note:** Claims relating to the engine and transmission are conditional on Servicing Requirements as per your manufacturers servicing schedule. All other covered mechanical & electrical components are not conditional on any Servicing Requirements. Please see Section 9 "Your Obligations" of this Mechanical & Electrical Protection for full details

## 4. ADDITIONAL BENEFITS - CUSTOMER CARE PACKAGE

Where We approve a Claim in relation to the failure of a Covered Component under this Product, We will provide the following additional benefits where expenses are incurred, by reason of that Claim. Customer Care Package runs for the term of the Product selected. Refer to Limits of Liability (Section 11).

**Towing Assistance:** (Benefit Limit: Up to \$100 per Claim) - Reimbursement up to the Benefit Limit for towing charges in the event of a covered mechanical & electrical failure where Your Motorbike is unable to be quickly repaired where it is located or safely driven to an Approved Repairer.

**Accommodation Assistance:** (Benefit Limit: Up to \$100 per Claim) - Reimbursement up to the Benefit Limit for emergency accommodation, arrangements and costs in the event of a covered major vehicle breakdown where You are more than 400 km from Your registered residence and the covered breakdown takes more than 48 hours to repair.

**Car Hire Assistance:** (Benefit Limit: Up to \$100 per Claim) - Reimbursement up to the Benefit Limit for car hire costs in the event of a covered major vehicle breakdown where You are more than 400 km from Your registered residence and taking more than 48 hours to repair.

## 5. EXCLUSIONS: WHAT IS NOT COVERED

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

- 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 Motorbike 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 (Section 9, Your Obligations);
  - Misuse, neglect, abuse or inappropriate servicing or any repairs required as a result of continued operation of the Motorbike 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 Motorbike), 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 Motorbike is fitted with an LPG unit other than a unit supplied, fitted and endorsed or approved by the manufacturer's logbook recommendations; or
  - Deterioration due to Normal Wear and Tear or the gradual reduction in operating performance of the Motorbike 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.
- 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 Selling Agents Statutory Warranty period for the Motorbike;
- Any repairs or mechanical 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 to a fault or reduce the likelihood of the mechanical failure;
- Tyres or wheels, 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 Motorbike) which in the judgement of the manufacturer are made or should be made as part of appropriate servicing or maintenance;
- 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;

- Noisy parts or components, in the absence of their mechanical failure;
- 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 manufacturer's logbook recommendations;
- 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;
- Paintwork, panel and bodywork and all related Motorbike 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;
- 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.
- Subsequent mechanical failure or damage to other components caused by the failure of the Covered Component where You continue to operate Your Motorbike, except where:
  - You could not have reasonably prevented the subsequent mechanical damage; or
  - You could have prevented the subsequent mechanical damage and took the steps which a reasonable person in the circumstances would have taken to prevent it.
- 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 Motorbike 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.
- Costs associated with or related to diagnosing, dismantling and reassembling the Motorbike, or consumables lost or required to be replaced unless accepted as part of an authorised Claim.

## 6. PERIOD OF COVER

This Mechanical & Electrical Protection Plan will commence on the later of;

- the Cover Commencement Date as noted on the Mechanical Protection Plan Details on the Application Page; or
- the expiry of any Manufacturer's Warranty or Selling Agent's Statutory Warranty, if applicable.

This Mechanical & Electrical Protection Plan will cease the sooner of:

- The date nominated by You as the Mechanical & Electrical Protection Plan Expiry Date listed under Mechanical Protection Plan Details on the Mechanical Protection Plan Application Page, or
- When the maximum benefit of the Mechanical & Electrical Protection Plan has been reached; or
- In the event You fail to comply with the Mechanical & Electrical Protection Plan service requirements; or
- When the Mechanical & Electrical Protection Plan is cancelled by You in accordance with the Cooling Off Period clause within this Mechanical & Electrical Protection Plan document.

## 7. PRECONDITIONS

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

1. At the commencement of Your Mechanical & Electrical Protection Plan, the Motorbike is in good mechanical condition, with no Pre-Existing. Failure to disclose any Pre-Existing Faults may void this contract; and
2. The Motorbike has or is eligible for the issue of a current Certificate of Roadworthiness or Safety Inspection report; and
3. The wholesale fee and the signed Application Page must be received from the Selling Agent and approved by Xtreme Administration within twenty-one (21) days from the Application Date.

## 8. OUR OBLIGATIONS

1. Xtreme Administration will process Your application within (21) twenty-one days of receipt and either accept or decline cover under this Mechanical & Electrical Protection Plan.
2. 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 Motorbike purchased is a used Motorbike. If a Covered Component requires replacement, We may replace it with a reconditioned or similar component.
3. 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.
4. The monetary limits of Our obligations are set out on the Application Page and Limits of Liability (Section 11) of the terms and conditions of the Mechanical & Electrical Protection Plan.

## 9. YOUR OBLIGATIONS

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

1. **Servicing Requirements:** You must maintain a regular service schedule for the Motorbike in accordance with the manufacturer's specifications but at intervals not to exceed 8,000 kilometres or 12 months, whichever occurs first. An allowance of no more than 2,000 kilometres or 30 days beyond the stated intervals will be considered subject to the circumstances.
2. **Service Invoice Records:** Post the relevant service coupon attached to this Mechanical & Electrical Protection Plan 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. 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 Motorbike.
3. **Minimise Damage:** That You use the Motorbike as recommended by the manufacturer and You, or any person in control of the Motorbike must take all reasonable precautions to minimise damage to the Covered Components and/or the Motorbike, and must not continue to operate the Motorbike if a fault or damage to a Covered Component is reasonably suspected.
4. **Coolants and Lubricants:** Must be checked and maintained regularly.
5. **Road Worthiness:** You must take all reasonable care to maintain the roadworthy condition of the Motorbike.

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

## 10. ASSESSMENT AND AUTHORISATION

1. Upon receipt of a Claim enquiry, Xtreme Administration will check whether Your Claim is valid under this Mechanical & Electrical Protection Plan and that all service requirements have been adhered to.
2. If so, Xtreme Administration may ask for the Motorbike to be inspected by one of Our Approved Repairers; and
3. If the Claim is valid, Xtreme Administration will give approval for Our Approved Repairer to repair the Motorbike within the terms of this Mechanical & Electrical Protection Plan.
4. Where we need to dismantle Your Motorbike 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 Motorbike;
  - 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 Xtreme Administration to the Approved Repairer.

## 11. 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. The Total Benefit Limit for the total of all Claims (including the Customer Care Package) is limited to the Market Value of Your Motorbike at the time of purchase, or the limit of \$120,000, whichever is the lesser.

3. 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 a Claim is made in relation to a failure of the Covered Component that is approved by Us under this Mechanical & Electrical Protection Plan and will be reimbursed to You on submission of paid tax invoices or receipts.
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 Motorbike 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 Motorbike 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.

## 12. HOW TO MAKE A CLAIM

1. Read the Mechanical & Electrical Protection Plan carefully to ensure Your Claim is covered by the Mechanical 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](mailto: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 current odometer reading.
4. Explain fully the nature of the problem remembering that You are required to disclose to Xtreme Administration all information that 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.

### Additional Requirements:

1. 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.
2. 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 Motorbike to a better condition than the condition prior to the failure.
3. Failure by You to pay for any work not included in this Claim shall render this Mechanical & Electrical Protection Plan void.
4. 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.
5. If You have a problem with Your Motorbike 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.

## 13. PAY BY INSTALMENTS

You can choose to pay the Fee in instalments to help spread Your payment over time. This facility is not part of the Mechanical & Electrical Protection Plan Terms and Conditions as it is an additional service provided by a third-party provider, independent of the Selling Agent and Xtreme Administration. 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 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 an instalment remains unpaid for a period of one month past its due date, We can, after giving notice to You, cancel the Mechanical & Electrical Protection Plan.
- 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 Mechanical & Electrical Protection Plan to a new owner throughout the term of the Instalment Plan, the balance of the Instalment Plan must be paid in full before the Mechanical & Electrical Protection Plan can be transferred (see Section 16 for all other Transfer details).
- 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.

No pay-by-instalment options are available for Complimentary products

## 14. MISCELLANEOUS

1. This is a Mechanical & Electrical Protection Plan for used Motorbikes, 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 Motorbike 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 Mechanical & Electrical Protection Plan will become void and Your rights to Claim will be forfeited in respect of any present and future Claims (applicable if the Motorbike 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.

## 15. CANCELLATION

We are required by law to provide certain guarantees in providing Our Mechanical & Electrical Protection Plan claims service. If we fail to comply with Our obligations, You may be entitled to a remedy including cancellation of this Mechanical & Electrical 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 & Electrical Protection Plan, any refund calculation will be on a 'Rule of 78' basis less any authorised or paid Claims.

### **Please note:**

- If the Mechanical & Electrical Breakdown Protection Plan is financed, any refund will be made to the financier or whomever the financier directs Us to pay.
- If there is Roadside Assistance included within the Mechanical & Electrical Breakdown Protection Plan, this cannot be cancelled separately.
- Any complimentary Mechanical & Electrical Protection Plan will be cancelled but there will be no refundable amount.

Xtreme Administration may cancel the Mechanical & Electrical Protection Plan if:

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

## 16. TRANSFER

This Mechanical & Electrical Protection Plan cannot be transferred to another Motorbike.

If You are not in breach of the terms of this Mechanical & Electrical Protection Plan You may transfer the benefits of this Mechanical & Electrical Protection Plan to a new owner of the Motorbike.

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

1. Proof of a current Safety Inspection Report and ownership; and
2. A mechanical inspection acceptable to Xtreme Administration; and
3. You must provide the above and request to transfer the Mechanical & Electrical Protection Plan in writing to Xtreme Administration within 21 days of the change of ownership of the Motorbike.

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

## 17. TAXATION INFORMATION

Fees are subject to Goods and Services Tax (GST). GST will also affect any Claim You make under the Mechanical & Electrical Protection Plan. Please refer to the Limits of Liability (Section 11) of this Mechanical & Electrical Protection Plan document.

Generally, Your Fees are not tax-deductible and claims payments are not assessable income for tax purposes unless You purchase Your Mechanical & Electrical 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.

Collection can take place through the application system (from data input directly or through cookies and other web analytic tools), email, 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.

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, other Insurers and reinsurers, 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. 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.

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 Our Privacy Policy. It is available by contacting Xtreme Administration on (07) 3802 5597 EST 9 am - 5 pm, Monday - Friday.

## 19. COMPLAINTS RESOLUTION

If You wish to make a complaint about service matters such as the 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 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:**

**Email:** [complaints@xtremeadministration.com.au](mailto:complaints@xtremeadministration.com.au)

**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 Selling Agent 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.