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### OzCar 36 Month Vehicle Warranty Program

#### Introduction

As one of Australia's largest independent used car retailers, OzCar Pty Ltd ABN 98 052 221 299 ("we, our and OzCar") aims to provide you with a superior level of service, dependability and professionalism. We understand that buying a car is a significant financial decision. Therefore we strive to make your experience with us pleasurable and worry free by providing this Warranty.

Our Warranty provides you with additional peace of mind and protection for your vehicle. This means reliability, dependability, and a range of benefits for customers who choose to purchase and service their vehicle at any OzCar dealership. This added coverage is our way of showing you that we care about you and your vehicle and is just part of our many efforts to enhance your association with our network of dealerships.

We would like to welcome you to our community of happy motorists who enjoy the cover afforded by this Vehicle Warranty Program. We also encourage you to regularly visit our website, www.ozcar.com.au for the latest updates on our products, services and any special offers.



### **Important Legal Notice**

All goods, including your vehicle, come with guarantees from the seller and the manufacturer that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. This warranty does not change or take away your rights under the Australian Consumer Law. Your right to claim under this warranty for the benefits covered is in addition to other rights and remedies you have under the law in relation to your vehicle. However, you can choose to make a claim under this warranty even if you have rights under the law.

### **How We Protect Your Privacy**

We value your privacy and are committed to handling your personal information in accordance with Australia's privacy laws including the Privacy Act 1988 (Cth) and the Australian Privacy Principles. We collect, store and use your personal information to provide you with this Warranty, to manage the on-going obligations we have with you relating to the purchase of your vehicle from us and to inform you about relevant products and services. In some situations we are required by law to collect certain information.

We may disclose your personal information to our related bodies corporate, our service providers including authorised repairers, your credit provider or any of your agents. By providing us with your personal information you consent to our use of this information for these purposes.

If you are a client and have been resident in New Zealand, we may also disclose your personal information to an overseas recipient located in New Zealand.

If you do not consent to this or do not provide us with all the information required, we may not be able to provide you with all or any of our services.

You represent to us that where you have provided personal information to us about another person, you are authorised to provide that information to us, and that you will inform that person who we are.

Our privacy policy contains information about how you can request access to, and corrections to, any personal information that we hold about you. It also contains information about how you can complain about our handling of your personal information, and our complaint handling process. You can access a copy by going to our website at (https://www.ozcar.com.au/content/ozcar-privacy-policy) or by contacting us.

Yours sincerely,

James Keepkie – Director OzCar Pty Ltd





### **About This Vehicle Warranty Booklet**

As a valued customer, we would like to take the opportunity to introduce you to our Warranty, which is designed to give you peace of mind and ensure your vehicle continues to operate in good order. The purpose of this booklet is to describe our warranty product ("Warranty") to you. We have prepared this document in a simple and straightforward format to make it easier for you to understand what is covered and what is not covered.

Please take the time to read the guidelines and information in this booklet, which explains the valuable protection this Warranty provides you, subject to the terms and conditions outlined in this booklet.

This Warranty is not a contract of insurance, nor are we insurers. It is not associated with any motor vehicle manufacturer nor is it an extension of a warranty provided by any manufacturer (though you should be aware that the existence of a Manufacturer's Warranty is relevant to the period of cover that you receive under this Warranty – see the section on 'Period of Coverage' below). It is also not an extension of our Statutory Warranty obligations. It is a vehicle warranty provided free of charge to you by OzCar Pty Ltd ABN 98 052 221 299 in respect of the vehicle we have sold you and is incidental to the purchase of the vehicle. This means it is also not a financial product for the purposes of the Corporations Act 2001 (Cth).



## **Words With Special Meaning**

Some of the words in this warranty have special meanings. These words and their meanings are listed below:

"Approved Repair" means a repair or replacement authorised by us.

"Commencement Date" means the later of:

- 1. The Vehicle Purchase date:
- 2. The date that the Statutory Warranty expires; or
- 3. The date that the Manufacturer's Warranty expires.

"Failed" or "Failure" means the inability of a covered part to perform in the manner it was intended to, other than any problem due to wear and tear consistent with its age and kilometres travelled.

"Manufacturer's Warranty" means the warranty provided by the manufacturer of the vehicle.

"Maximum Claim Limit" means the maximum amount we will contribute for valid claims during the Warranty Period. The maximum we will contribute to any single claim is limited to \$2,000 and the maximum amount we will contribute for all valid claims is limited to \$4,000. These amounts include all parts, labour and any other costs associated with a claim.

"Repair", "Replace" or "Replacement" means repair of a Failure, to an acceptable working condition including parts, labour, using parts of a like kind and quality. Replacement parts will be of a similar type and quality to those used in your vehicle, taking into account its age, condition and distance travelled.

"Statutory Warranty" means the warranty required by law to be provided by us at the time you purchased the vehicle.

"Vehicle Purchase Date" means the date you took delivery of the vehicle in accordance with the Vehicle Sale Contract.

**"Vehicle Sale Contract"** means the contract you signed when buying your vehicle that includes the details of the vehicle, purchase price and contractual terms of purchase.

"Warranty End Date" means the date this Warranty ends and is the date the Warranty Period expires.

"Warranty Period" means the period of coverage under this Warranty as calculated according to the formula in 'Period of Coverage'.

"We", "Us", "Our" or "OzCar" means OzCar Pty Ltd ACN 631 464 278.



### **Period of Coverage**

Cover will commence on the Commencement Date and will end the earlier of the date the vehicle travels 60.000 kilometres from the Vehicle Purchase date or the date 36 months from the Vehicle Purchase Date.

The Warranty Period shall be the period of time that is necessary to ensure that you receive a total of 36 Months or up to 60,000 kilometres continuous protection from the Vehicle Purchase Date, as a result of the combined operation of any existing Statutory Warranty and/or Manufacturer's Warranty together with this Warranty.

For example, if the Commencement Date is 10 months after the Vehicle Purchase Date (i.e. you purchase a vehicle with a Statutory Warranty / Manufacturer's Warranty that runs for 10 more months), the Warranty Period is 26 months, and you will receive 36 months continuous protection under all warranties, provided your vehicle travels less than 60,000 kilometres in this period.

#### What is Covered

The Warranty provides coverage for Repair costs if your vehicle Fails in Australia during the Warranty Period (excluding Failure of components or other loss that is described under 'What is not covered' and subject to the terms, conditions and limits set out in this Warranty).

For any Repair covered by this Warranty, we may choose to pay the cost of either repairing or replacing any parts found to be defective in materials or workmanship under normal operation and use in Australia.

The most we will pay for claims under this Warranty is limited to the Maximum Claim Limits. Any claim on this Warranty requires our approval prior to the commencement of any repairs, i.e. this Warranty only provides cover for Approved Repairs.



#### What Is Not Covered

This Warranty does not cover the following:

- 1. Consumable items that have a limited life, including items that require regular replacement. Examples of these include: batteries; tyres; filters; hoses; brake and clutch linings;
- 2. The costs of required regular service or maintenance including adjustments that might be required from time to time;
- 3. Any failure caused or contributed to by the use of the wrong or contaminated fuel;
- 4. Damage to body and paint components including corrosion, rust, stone chips etc;
- Consequential loss, expense, damage or liability, including loss of time or convenience, or a reduction in the value of your vehicle or personal liability;
- 6. Any Repair required as part of a vehicle manufacturers recall campaigns;
- Any Repair required that is otherwise covered under another warranty such as a repairer's warranty or quarantee;
- 8. Any Software upgrade, reprogramming or technical change/upgrade;
- Repairs required due to lack of servicing or parts fitted to your vehicle after you purchased it from us;
- Repairs required because your vehicle has been modified from the manufacturers specifications (for example conversion to LPG operation, addition of a turbocharger or installation of oversize pistons or valves);
- Repairs required that are as a result of an accident or due to natural events such as bushfire, earthquake, thunderstorm, hail, flood;
- 12. Repairs required as a result of unsafe operation of the vehicle or your continued use of the vehicle after becoming aware that a defect or fault has occurred including cases such as loss of coolant or lubricating fluids;
- Repairs required as a result of operating the vehicle outside its recommended use or for a
  purpose for which it is not designed including misuse, abuse or vandalism of your vehicle;
- Repairs required where you have failed to take reasonable care to protect and maintain your vehicle: and
- 15. Vehicles that are used for: hire, fare or reward; as a taxi, loan or driving school vehicle; as a rental vehicle; motor sports or as an emergency; security or law enforcement purposes; courier or mail delivery; fast food delivery or towing for income use on a mining site.



### **Your Obligations**

During the Warranty Period you are required to:

- Present your vehicle to an OzCar Service outlet every six months or 10,000 kilometres (whichever occurs first) from the Vehicle Purchase Date to perform a maintenance and service check. This will involve a charge to you.
- Ensure that you service your vehicle according to the servicing schedule set out in the
  manufacturer's warranty for the vehicle, at an OzCar Service outlet (unless we otherwise agree
  in writing). Presenting your vehicle to an OzCar Service outlet every six months or 10,000
  kilometres (whichever occurs first) from the Vehicle Purchase Date will satisfy this requirement;
- 3. Take reasonable steps to protect and maintain your vehicle;
- (If a fault arises that could give rise to a claim on this Warranty) take reasonable steps to
  prevent further damage to your vehicle and contact us as soon as possible. We will provide
  instructions on what to do: and
- 5. Ensure that no work commences to repair a fault with your vehicle that might be a claim on this Warranty without our consent.

### **Cancellation Of Your Warranty**

#### Cancellation by us

We may cancel your warranty when the Maximum Claim Limit is reached and if you:

- Fail to comply with Your Obligations under this Warranty;
- Made a deliberate, careless or reckless misrepresentation to us before or during the Warranty Period:
- Make a fraudulent repair request under this Warranty; or
- Fail to comply with any other reasonable request made by us under the terms of this warranty.

If we cancel your warranty, we will give you a cancellation letter by email or post to your last known address. You will be entitled to have any current repair authorised by us to be completed.



### **Cancellation By You**

You have certain cooling off rights in relation to the sale of the vehicle that is the subject of this Warranty. If you decide not to proceed with the purchase of the vehicle and to terminate the sale agreement, the protection offered under this Warranty will also terminate.

#### **How To Make A Claim**

To make a claim under this Warranty you must provide us with the information we require in an honest, complete and timely manner.

If you don't do this we may not be able to accept your claim or we may need to reduce what we may otherwise pay.

To make a claim on this Warranty and before any work is commenced on your vehicle, you must notify us of the claim and obtain our consent to the work that must be done to the vehicle.

We will approve the work within three calendar days or any other reasonable period. If we have not approved the repair, we may not be able to provide cover.

Our contact details are contained below.

### **Transferring The Warranty**

If you decide to sell the vehicle, the benefits of the unexpired portion of this Warranty may be transferable to the new owner, if:

- · You inform us that you are selling the vehicle; and
- You provide us with the details of the new owner of the vehicle.

## Making a complaint about our services

In the event that you wish to make a complaint, you can contact us using the details below. We will try to deal with your complaints quickly and fairly.

If you are not satisfied with the outcome of our review of your complaint, you are entitled to take your complaint to the Department or Office of Fair Trading in your state or territory.



### **Contact Details**

To make a claim or if you have any questions, please contact us using the contact details below:

### General enquiries

Phone: 130zCar (136 922) Email: vwp@ozcar.com.au

Claims

Phone: 130zCar (136 922)

In Person or Writing

Office Hours: Monday - Friday 9am-5pm AEST

OzCar

229 Hume Highway Lansvale NSW 2166



### **Service Records**

Please ensure that an OzCar dealer completes and stamps each service record.

This record will be required in the event of a repair.

Service Record 1	Service Record 2
Date Serviced: / / Odometer ReadingKms	Date Serviced: / / Odometer ReadingKms
DEALER STAMP	DEALER STAMP
Signature	Signature
Service Record 3	Service Record 4
Date Serviced: / / Odometer ReadingKms	Date Serviced: / / Odometer ReadingKms
DEALER STAMP	DEALER STAMP
Signature	Signature
Service Record 5	Service Record 6
Service Record 5  Date Serviced: / / Odometer ReadingKms	Date Serviced: / / Odometer ReadingKms
Date Serviced: / /	Date Serviced: / /
Date Serviced: / / Odometer ReadingKms	Date Serviced: / / Odometer ReadingKms
Date Serviced: / / Odometer ReadingKms	Date Serviced: / / Odometer ReadingKms  DEALER STAMP
Date Serviced: / / Odometer ReadingKms  DEALER STAMP  Signature	Date Serviced: / / Odometer ReadingKms  DEALER STAMP  Signature
Date Serviced: / / Odometer ReadingKms  DEALER STAMP  Signature	Date Serviced: / / Odometer ReadingKms  DEALER STAMP  Signature

 $Please\ ensure\ your\ owner's\ manual\ is\ correctly\ stamped,\ along\ with\ this\ service\ record.$ 



### **Service Records**

Please ensure that an OzCar dealer completes and stamps each service record.

This record will be required in the event of a repair.

Service Record 9	Service Record 10
Date Serviced: / / Odometer ReadingKms	Date Serviced: / / Odometer ReadingKms
DEALER STAMP	DEALER STAMP
Signature	Signature
Service Record 11	Service Record 12
Date Serviced: / / Odometer ReadingKms	Date Serviced: / / Odometer ReadingKms
DEALER STAMP	DEALER STAMP
Signature	Signature
Service Record 13	Service Record 14
Date Serviced: / / Odometer ReadingKms	Date Serviced: / / Odometer ReadingKms
Date Serviced: / /	Date Serviced: / /
Date Serviced: / / Odometer ReadingKms	Date Serviced: / / Odometer ReadingKms
Date Serviced: / / Odometer ReadingKms  DEALER STAMP	Date Serviced: / / Odometer ReadingKms  DEALER STAMP
Date Serviced: / / Odometer ReadingKms  DEALER STAMP  Signature	Date Serviced: / / Odometer ReadingKms  DEALER STAMP  Signature
Date Serviced: / / Odometer ReadingKms  DEALER STAMP  Signature	Date Serviced: / / Odometer ReadingKms  DEALER STAMP  Signature

Please ensure your owner's manual is correctly stamped, along with this service record.

#### **Head Office**

#### Lansvale

229 Hume Highway Lansvale NSW 2166 P 13 69 22 E info@ozcar.com.au

#### **NSW Sydney**

#### Campbelltown

47 Blaxland Rd Campbelltown NSW 2560

P 13 69 22

E info@ozcar.com.au

155 Parramatta Rd Five Dock NSW 2046 P 13 69 22 E info@ozcar.com.au

#### Lansvale

229 Hume Highway Lansvale NSW 2166 P 13 69 22

E info@ozcar.com.au

#### Penrith

Five Dock

2069 Castlereagh Rd

P 13 69 22

Penrith NSW 2750 E info@ozcar.com.au

### **NSW North Coast**

#### Cardiff

318 Main Rd Cardiff NSW 2285 P 13 69 22

E info@ozcar.com.au

#### Gosford

445 Pacific Highway

P 13 69 22

North Gosford 2250 E info@ozcar.com.au

#### Port Macquarie

26 Morton St Port Macquarie NSW 2444 P 13 69 22

E info@ozcar.com.au

#### Taree

13-15 Crescent Ave Taree NSW 2430

P 13 69 22

E info@ozcar.com.au

### **NSW Regional**

#### Dubbo

74 Victoria St Dubbo NSW 2830 P 13 69 22

E info@ozcar.com.au

#### Queanbeyan

88 Macquoid St Queanbeyan East NSW 2620

P 13 69 22 E info@ozcar.com.au

#### Tamworth

1 Ebsworth St.

Taminda NSW 2340

### P 13 69 22

E info@ozcar.com.au

### **VIC Melbourne**

### Braybrook

272 Ballarat Rd Braybrook VIC 3019 P 13 69 22

E info@ozcar.com.au

#### Cranbourne

182 South Gippsland Hwy Cranbourne VIC 3977

P 13 69 22

E info@ozcar.com.au

### **VIC Regional**

#### Wodonga

140 Melbourne Rd Wodonga VIC 3690 P 13 69 22

E info@ozcar.com.au

### **OLD Brisbane**

### Kippa-Ring

17-19 Regency St Kippa-Ring QLD 4021 P 136922

E info@ozcar.com.au

#### Moorooka

1210 Ipswich Rd Moorooka OLD 4105 P 13 69 22

E info@ozcar.com.au

### **QLD** Regiona

#### Rockhampton\*

34 Denison St Rockhampton, QLD, 4700 P 13 69 22

E info@ozcar.com.au

#### Toowoomba

262 Ruthven St Toowoomba OLD 4350 P 13 69 22

E info@ozcar.com.au

#### Townsville

28-34 Bowen Rd Hermit Park OLD 4812 P 13 69 22

E info@ozcar.com.au



#### Lansvale