

## YOUR PRIVACY

By submitting a Plan Application & Schedule, You will be supplying Us with personal information. We collect this information so that We can assess the risk and determine the appropriate terms and conditions that will apply. If We accept Your proposal, We will use the information so that We can administer Your Plan, including processing claims and responding to Your queries. The information collected is held by Us and will be disclosed to financiers and/or service providers such as assessors or loss adjusters, as well as companies in Our group. With some exceptions You have rights of access to, and correction of, Your personal information upon request. We ensure that information about You is handled as permitted and required by law. Please contact Our Privacy Officer on 1300 654 611 if You have any queries or would like a copy of Our privacy brochure.

## TO BE ELIGIBLE FOR THIS PLAN THE VEHICLE MUST MEET THE FOLLOWING REQUIREMENTS

GRAYS MOTORPLAN	The vehicle must be less than 10 years old and travelled no more than 200,000kms. All cover ceases at 250,000kms. Minimum purchase price \$5,000
VEHCILE CLASSIFICATION	Vehicles are categorised in to two classes. Please refer to the Administrator to obtain the list of vehicle categories.
4WD AND AWD SURCHARGES	Certain Vehicles will attract additional charges. Please refer to the Administrator to obtain the list of vehicles.
EXCLUDED VEHICLES	Certain Vehicles are excluded from this Plan please refer to the Administrator to obtain the list of excluded vehicles.

## DEFINITIONS

Some words have special meanings. These words are listed below.

**Administrator:** Means The Warranty Group Australasia Pty Ltd (The Warranty Group) (ABN 37 005 004 446) of 2/74 Doncaster Road, North Balwyn, Victoria which is contracted to administer the Grays MotorPlan.

**Cover:** means the protection provided by the Plan.

**Cover Term:** means the number of months specified in the Plan Application & Schedule as the term of the Cover.

**Covered Part:** Means a part of Your Vehicle that is listed as being covered by the level of this Plan, but excludes those parts specifically excluded by this Cover.

**Duly Authorised Dealer:** means an authorised servicing dealer for vehicles of the same make as the covered Vehicle or another dealer authorised by Us.

**Dealer Warranty:** means the minimum statutory warranty obligations of motor vehicle dealers as dictated by legislation in each state and any warranty coverage provided by the dealer.

**Exclusions:** means the circumstances which the Plan does not cover, as set out under the heading 'Exclusions' in the Plan.

**Manufacturer Warranty:** means the original equipment warranty coverage provided by the manufacturer from the date of registration of the vehicle.

**Maximum Benefit:** means the maximum amount, in aggregate, that may be paid under the chosen Plan.

**Mechanical Breakdown:** means the sudden and unforeseen failure of a covered part of the Vehicle, not by Normal Wear & Tear, normal deterioration or negligence.

**Normal Wear & Tear:** means the gradual reduction in operating performance of a covered part of the Vehicle, having regard to the age of the Vehicle and the distance it has travelled.

**Period of Cover:** means the period beginning on the date the Cover commences and ending on the date the Cover ceases, as defined under the heading 'When am I covered?' in the Plan Wording.

**Plan:** means the Grays MotorPlan warranty

**Plan Application & Schedule:** Means the form on the warranty on which You provided information about yourself

**Plan Wording:** means the wording set out in Section 2 of this document.

**Service Records:** means the service records included in this Plan, which must be completed in accordance with the 'Service Requirements' under the Plan.

**Transfer of Ownership Form:** means the form of that name included in this Plan.

**Vehicle:** means the vehicle described in the Plan Application & Schedule as the covered vehicle.

**You, Your:** means the covered person(s) named in the Plan Application & Schedule.

**Vehicle Inspection Report:** means report provided by state roads or equivalent authorised vehicle Inspection Company which details the condition of the vehicle for sale.

**We, Us, Our,** means Grays (NSW) Pty Ltd, ABN: 35 003 688 284, Homebush Corporate Park, 29-33 Carter Street, Homebush Bay, NSW, 2127

## COOLING OFF PERIOD

- We understand that all customer needs are different. Accordingly as part of the Grays MotorPlan warranty We offer a 14 day 'Cooling Off Period'. If You should decide for any reason what so ever that the Grays MotorPlan does not suit Your individual needs, You may cancel the plan and receive a full refund as long as no claims have been lodged and the Administrator receives Your cancellation request in writing within 14 days of the inception of the Cover.

## EXCLUSIONS

This Plan is not a repair and maintenance Plan, and is intended to cover unforeseen Mechanical Breakdown of certain parts of Your Vehicle. There are a number of Plan exclusions, including:

- normal Wear & Tear or deterioration of parts;
- defects or documented faults as detailed on the vehicle inspection report.
- parts other than those covered by Manufacturer Warranty;
- circumstances where the Vehicle has been subjected to misuse, abuse or negligence;
- parts which have not failed and which are replaced during scheduled servicing;
- any claim where We are not contacted for authorisation prior to the commencement of repairs; and
- losses resulting from accident damage.

This list does not include all exclusions. Please refer to the 'Plan Exclusions' section on pages 6 and 7 of the Plan to ensure that You are aware of all exclusions which apply to the Cover provided.

**Additional Fees:** You may also be required to pay one-off fees in the following circumstances:

- upon the transfer of Your Plan to a new owner of the Vehicle, a \$66 transfer fee applies (see *page 8 of the Plan Wording for details*);

## TAXATION INFORMATION

Premiums are subject to Goods and Services Tax (GST) and stamp duty incurred by Commonwealth and State Governments. GST will also affect any claim You make under the Plan. Please refer to the claims section on pages 9 for full details.

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

## HOW TO MAKE A CLAIM

You should refer to pages 8 and 9 of the Plan for the information regarding making a claim under the Plan.

## TYPE OF PLAN

The Plan is not a repair and maintenance Plan, but a Mechanical Breakdown Plan which covers You against sudden and unforeseen failure due to mechanical breakdown of certain covered parts of the Vehicle during the Period of Cover.

We agree to pay for the reasonable cost to repair or replace covered parts of the Vehicle, or reimburse You, at Our option, due to Mechanical Breakdown (subject to the limit of liability for the Cover You have selected as shown below and on the Plan Application & Schedule). If covered parts require replacement the repairer may replace with a similar or reconditioned part.

You can also choose a Cover Term of 12 or 24 months for Your nominated level of coverage. Your Plan Application & Schedule will show the level of coverage and the Cover Term You have selected. The Cover Term is not necessarily the Period of Cover. You should refer to pages 7 of the Plan Wording for details of the Period of Cover.

## LIMIT OF LIABILITY

Each individual claim is limited to the amount specified below for the Cover You have selected. Regardless of the number of claims made the maximum amount payable under Your Plan is limited to the Maximum Plan Benefit listed below.

PLAN OPTION	INDIVIDUAL CLAIM LIMITS	MAXIMUM PLAN BENEFIT
GRAYS MOTORPLAN	Up to \$2,000	\$10,000

## GRAYS MOTORPLAN PLUS

Grays MotorPlan provides cover for items listed in the following schedule of covered parts. Cover is provided subject to the Plan Exclusions, and any item not specifically listed is not covered by this Plan:

### Schedule of Covered Parts with \$2,000 limit per individual claim

**Engine:** Rocker assembly, inlet and exhaust valves, valve guides and springs (excluding burnt valves and decokes), cylinder head (excluding cracks and overheating damage), head gasket, head bolts, push rods, camshaft and cam followers, timing gears, chains and tensioner, oil pump, pistons and rings, cylinder bores, gudgeon pins, con rods and bearings, crankshaft and bearings, oil seals and bushes, inlet and exhaust manifolds, flywheel and ring gear, distributor drive, oil cooler, turbo (fitted as part of the manufacturers original specification) and wastegate.

**Gearbox – Manual:** all internal failures of gears, shafts, synchromesh hubs, selectors, seals and bushes, bearings, speedometer drive, overdrive units, solenoid and transfer box.

**Gearbox – Automatic:** all internal failure of gears, oil pump, seals, shafts, bushes, clutches, brake bands, bearings, governors, servo, torque converter, drive plate, valve block, computer governor, modulator valve & speedo drive.

**Gearbox – Continuous Variable Transmissions CTX/CVT:** all internal failure of clutches, planetary gears, reduction gears, shafts, variable pulleys, thrust link drives, internal seals, bushes and bearings.

**Drive system (front/rear):** Crown wheel and pinion, half shafts, half shaft oil seals, bearings, planet gears, rear external drive shafts, constant velocity joints, 4-wheel drive units. Excluding: Beam axle and bearings, radius arms and bearings, rubber gaiters, boots, drive flange, together with all other parts not listed.

### Schedule of Covered Parts with \$500 limit per individual claim

**Brakes:** Master cylinder, wheel cylinders, brake callipers, servo, brake pumps, brake limiter valve, ABS computer sensors and pumps.

**Casings:** Cylinder block, gearbox and axle, if they have been damaged by a Mechanical Breakdown of one of the covered parts.

**Clutch:** Centre plate, pressure plate, thrust bearing, clutch fork, cable, master cylinder and slave cylinder.

**Cooling system:** Water pump, thermostat, heater matrix, electric fan motor/sensor, viscous fan coupling, radiator and air conditioning pump, condenser, evaporator, magnetic clutch and valves (when fitted as standard).

**Electrical:** Starter/solenoid, alternator, regulator, coil, distributor, electronic ignition module, front and rear window/headlamp wiper motors, heater fan motor, indicator interrupter unit, electric window motor, sun roof motor, instrumentation gauges, centralised locking solenoids/pumps, switches, relays, sensors, electric aerial motor, horn and cruise control system.

**Electronic Control Unit:** Ignition system, fuel system and transmission system.

**Front/rear suspension:** Shock absorbers, coil springs, upper and lower wishbones, ball joints, swivel joints, McPherson struts, suspension arms, anti-roll bar, self levelling units and reservoir, pump and regulator valves, seals, displacer and hydro pneumatic system.

**Fuel system – petrol/diesel:** Mechanical/electrical fuel pump, carburettor, electronic carburettor sensors and stepper motor, choke assembly and injection system.

**Propshaft:** universal joints and bearings.

**Steering:** Rack and pinion, steering box, idler box, power steering rack/ram and pump, pressure pipes, reservoir and steering column.

**Timing belts:** covered if there is proof that the manufacturer's replacement recommendations have been complied with, and they are free from oil contamination.

**Wheel bearings:** Front and rear wheel bearings.

## PLAN EXCLUSIONS

The following are not covered by Grays MotorPlan warranty;

- failure arising from Normal Wear & Tear and the gradual reduction in operating performance of the Vehicle or part;
- any defect or fault or any parts identified as needing repair or replacement detailed on the Vehicle Inspection Report;
- parts other than those covered by Manufacturer Warranty;
- parts subject to recall by the vehicle manufacturer;
- parts which have not failed and which are replaced during routine servicing or maintenance;
- any loss caused through modification of covered parts or to any non-manufacturer fitted part or directly related to or caused by the fitting of any non-manufacturer fitted part;
- any part which is covered but not available (liability will be restricted to the required part only and not to any replacement or repair of an entire component);
- consequential loss or damage of any kind;
- Vehicles that have not been maintained in accordance with the service requirements of this Cover (see section below, titled 'Service Requirements');
- repair of oil leaks caused by gasket or seal failure;
- failure caused by misuse, neglect, abuse or improper servicing or any repairs required as a result of continued operation of the Vehicle once a defect or fault has occurred;
- Seals or any damage caused as a result of seal failure;
- any problem caused by the failure to maintain proper levels of fluids, fuels, lubricants or coolants or contamination of fluids;
- any problem caused by the use of contaminated or incorrect types and grades of fuel, oil or lubricants;
- any claims where We have not been contacted prior to the commencement of repair or repairs and where We have not issued an authorisation number;
- the costs incurred in improving or reconditioning the Vehicle or parts to a condition superior to that at the time of purchase;
- component parts or design elements which are found to have been defective at the commencement of Cover, or can be described as having an inherent design fault;
- repairs to the Vehicle caused by corrosion, rust, fire, illegal use, malicious damage, impact, accident, earthquake, flood or other occurrence of nature, riot or civil commotion, war, invasion, strikes or resulting from nuclear fission, fusion or radioactivity; or
- diagnostic or dismantling costs unless accepted as part of an authorised claim.

The Plan will cease and no claims will be accepted for any Vehicle which:

- is being or has been used in competitions, rallies, racing, pacemaking, reliability trials, speed or hill climbing or by overloading of the Vehicle;
- is being used for or has previously been used for the conveyance of passengers for hire or reward, rental, delivery or courier use, Police or emergency vehicle, drivers instruction or tuition for reward;
- has been used for towing without suitable equipment as recommended by the Vehicle manufacturer; or
- has an odometer reading that cannot be accurately determined.
- The service requirements outlined in this booklet have not been met or cannot be verified.
- In relation to the Plan Exclusions, You should also read the next section, titled 'Service Requirements' carefully.

## SERVICE REQUIREMENTS

It is a condition of the Plan that Your Vehicle is maintained in a roadworthy, mechanically sound condition and serviced regularly in accordance with the Vehicle manufacturer's recommendations.

A **Duly Authorised Dealer** must carry out any service or repairs and the Service Records in this Plan must be completed and stamped each time the Vehicle is serviced.

Any defect or fault or any parts identified as needing repair or replacement or which are identified as a potential problem, including those identified while the Vehicle is still covered by Dealer Warranty or Manufacturer Warranty, must be immediately rectified.

Upon becoming aware of the development of any mechanical problem, You or any other person driving the Vehicle must take all necessary steps to minimise any damage that might arise.

**PLEASE NOTE:** Failure to comply with servicing and repairs of the Vehicle in accordance with these requirements will end Your cover; for example, Your cover will end on the date you fail to have your car serviced whether this is due by time or by kilometres (whichever occurs sooner).

## WHEN AM I COVERED?

The Period of Cover is the period beginning on the date Cover commences and ending on the date Cover ceases. Provided You have paid the premium, We will cover You during the Period of Cover subject to the terms and conditions set out in this booklet.

### The start of Your Cover

Cover will commence on the later of:

- the date that the Manufacturer Warranty expires;
- the date that the Dealer Warranty expires; and
- if no Manufacturer Warranty or Dealer Warranty exists, upon the expiry of 90 days after the Plan Application & Schedule is signed, or when the Vehicle has travelled 5,000 kilometres from the date of purchase, whichever occurs first.

### The end of Your Cover

Your Cover will cease on the first to occur of:

- where the servicing requirements outlined in this booklet have not been met or cannot be verified;
- at 4 pm on the date that the Cover Term has elapsed from the date the Cover commences;
- upon reaching the kilometre limitation as specified in the Plan Application & Schedule;
- when the vehicle has travelled 250,000kms;
- when the Maximum Plan Benefit has been reached, whichever occurs first; or

- if the Vehicle is sold and no valid Transfer of Ownership Form is accepted by Us.

## HOW CAN YOUR PLAN BE CANCELLED?

**Cooling-Off Period:** You may cancel Your Plan during the cooling-off period. See page 3 for details.

### Other Cancellations:

- Cancellation by You
  - You may cancel this Plan at any time by advising Us in writing
  - Cancellation by Us
- We may cancel this Plan by giving You notice in writing for reasons including:
  - non-disclosure
  - failure to comply with the conditions of this Plan
  - misrepresentation
  - non-payment of premium.

**The warranty service contract price is not refundable.**

## WHAT HAPPENS IF YOU SELL YOUR VEHICLE?

Any valid Plan can be transferred to a new owner at Our discretion. Transfer can only occur if the manufacturers recommended service schedule has been complied with and can be verified.

If ownership of the Vehicle is transferred, Cover ends immediately, unless the Transfer of Ownership Form in this warranty booklet is completed and submitted to Us, together with the transfer fee of \$66 within 14 days after the transfer.

Transfer is not available if the Vehicle is sold to or through a motor dealer, broker or auction house or where the servicing standards contained in this book have not been met or cannot be verified.

## HOW TO MAKE A CLAIM

### Important Conditions Relating to Claims

- Repairs must not commence unless authorised by Us.
- You may be asked to contribute toward the repair costs if the repairs being performed will restore the Vehicle to a better condition than that immediately prior to the mechanical failure. When settling a claim We have the right to take Normal Wear & Tear into consideration.
- You must ensure You take all reasonable steps to protect the Vehicle from further damage.

### What do I do in Relation to a Claim?

If an event occurs that gives rise to a claim under this Plan, then You must:

1. Take Your Vehicle and Your Plan Application & Schedule to a Duly Authorised Dealer.
2. Complete and sign a Claim Form.
3. Provide proof of Your Vehicle's service history.
4. The dealer will contact the Administrator on **1300 36 25 36** and provide their diagnosis of the problem, its cause and the estimated cost of parts and labour. If appropriate, the Administrator will authorise the claim, supply them with an authorisation number and approval to commence repairs.
5. When work is completed You will need to sign the invoice and the dealer will forward it together with Your claim form to Grays MotorPlan P.O. Box 246 Balwyn VIC 3103. The invoice must show the number of hours, hourly rate, cost of individual parts, copies of sublet invoices and the authorisation number. Please Note: No diagnostic or associated costs will be covered unless your claim is accepted.

If You experience any problems please contact the Administrator on 1300 36 25 36 and the Administrator will contact the dealer on Your behalf.

### **GST on Claim Payments**

When We make a payment under this Plan for the acquisition of goods, services or other supply, We will reduce the amount of any payment by the amount of input tax credit (ITC) that You are entitled to, whether or not that acquisition is actually made. In the case that a compensation payment is made under this Plan in lieu of payment for the acquisition of goods, services or other supply, We will reduce the amount of that payment by the amount of ITC You would have been entitled to had the payment been used to acquire goods, services or other supply.

### **Claim Recovery**

We reserve the right to take action to recover costs incurred by Us where We believe the incident is the responsibility of another party. When We do this, We may take action in Your name and You will be required to cooperate with Us and provide any information We may require.

## **ADDITIONAL BENEFITS**

In the event of an authorised claim, the following additional benefits are provided for and will be reimbursed upon receiving receipts:

### **Accommodation**

We will pay up to \$100 per day, subject to an overall limit of \$300 for all claims during the Period of Cover, if Your Vehicle is immobilised beyond 100km from Your usual home address and the repair is not completed on the day of Our authorisation of repairs,

### **Car Rental**

We will pay up to \$50 per day for car rental, subject to an overall limit of \$300 for all claims during the Period of Cover if Your vehicle is immobilised for more than two consecutive days after Our authorisation of repairs.

### **Locksmith Service**

We will pay up to \$100 for the services of a professional locksmith, subject to an overall limit of \$300 for all claims during the Period of Cover, if Your Vehicle's ignition or door key is lost, broken or accidentally locked in Your Vehicle.

### **Towing**

We will pay up to \$100 for any one claim, subject to an overall limit of \$300, for all claims during the Period of Cover. Cover is only provided for costs incurred in excess of that provided by Your motoring organisation.

## **DISPUTE RESOLUTION**

Should You have a concern relating to the administration of Your Grays MotorPlan warranty You may request that it be dealt with by the Supervisor or Manager directly responsible for that area. If Your complaint is not resolved by the Supervisor or Manager, Your complaint may then be referred to Our Customer Complaints and Disputes Review Process. You will have a written response within 15 working days.

You may contact Our Customer Complaints and Disputes Review Panel:

- By writing to PO Box 246, Balwyn VIC 3103 or
- By phone on 1300 654 611