

CMG Adelaide Used Cars City Care Warranty

Our Agreement with You:

We agree to repair any *covered component* of the *vehicle* that suffers a *mechanical failure*, during the *warranty period* subject to the terms and conditions of this warranty. **In particular, you must service your vehicle with us strictly in accordance with manufacturer's recommendations.**

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, *you* are entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, *you* are entitled to have a failure rectified in a reasonable time. If this is not done, *you* are entitled to a refund for the goods and to cancel the contract for the service based warranty. *You* are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or services.

Your Contract:

The warranty is a contract between *you* and *us* and is a loyalty based warranty. *Your* warranty is made up of:

1. The *warranty application*; and
2. This warranty booklet received on delivery.

Together these documents set out the terms and conditions of *your* warranty. It is *your* responsibility to ensure that all details contained on the *warranty application* are correct.

Warranty Period:

The warranty will commence the later of:

1. The date *you* accepted delivery of the *vehicle*; or
2. The date that any part of the *manufacturer's vehicle warranty* expires.

The warranty will cease:

1. At 4pm on the date that the term in months has elapsed from the later of:
 - a) The date the warranty commences;
 - b) The date the *manufacturer's vehicle warranty* expires; or
2. When the *vehicle* has travelled a total distance of 175,000 kilometres since new.

Definitions:

Words appearing in this warranty that are printed in italics have the following meaning.

<i>covered component</i>	the components described as <i>covered components</i> in this warranty
<i>retailer, we, us and our</i>	means CMG Adelaide
<i>GST</i>	Goods and Services Tax. This is a tax imposed under A New Tax System (Goods and Services Tax) Act 1999.
<i>manufacturer's vehicle warranty</i>	the warranty provided by the <i>vehicle</i> manufacturer covering the mechanical components of <i>your vehicle</i> (excludes rust, corrosion and perforation warranties, and battery or tyre warranties).
<i>mechanical failure</i>	the failure of a <i>covered component</i> , excluding failure due to <i>normal wear</i> .
<i>normal wear</i>	the gradual reduction in operating performance of a <i>covered component</i> , having regard to the age of the <i>vehicle</i> and the total distance the <i>vehicle</i> has travelled. (This includes corrosion and rust.)
<i>vehicle</i>	the <i>vehicle</i> described in the <i>warranty application</i> .
<i>warranty administrator</i>	any entity <i>we</i> authorise to administer this warranty from time to time.
<i>warranty application</i>	the <i>warranty application</i> contained in the front of this booklet which contains details specific to <i>you, your vehicle</i> and this warranty.
<i>warranty period</i>	the <i>warranty period</i> described on page 1 under the sub heading <i>warranty period</i> .
<i>you and your</i>	the person(s) named in the <i>warranty application</i> .

What is Covered?

If the *vehicle* suffers a *mechanical failure* we will, during the *warranty period*, pay the cost of having the *mechanical failure* repaired by *our* workshop.

The most we will pay in relation to any one *mechanical failure* is \$1,000 inclusive of *GST*.

The most we will pay for all claims on this warranty is limited to \$10,000 inclusive of additional benefits and *GST*.

Covered Components:

1. **ENGINE** All internal parts contained within the engine, as listed: pistons, piston rings and pins; connecting rods and bearings; crankshaft & main bearings; camshaft, bearings; followers; timing gears, guides; tensioners; rocker arms, shafts, bushings; valves, valve guides, lifters, springs and seats; push rods; oil pump; fuel pump; fan and fan clutch; harmonic balancer, oil pan; timing chain cover; intake and exhaust manifolds; cylinder head(s). Fuel management systems including injectors, and fuel pump. Cylinder block(s) are covered if damaged as the result of the failure of a *covered component*. (Gaskets and seals alone, are not *covered components*).
2. **TRANSMISSION and TRANSFER CASE (Automatic and Standard)**. All internal parts contained within the transmission and transfer case, plus: torque converter, flywheel/flex plate (breakage), vacuum modulator, oil pan and transmission cases if damaged as the result of the failure of a covered internal part of the transmission. Clutch pressure plate assembly (not linings), clutch master cylinder. (Gaskets and seals alone, are not *covered components*).
3. **COOLING** Fan and fan clutch; engine cooling fan motor; radiator; water pump.
4. **DRIVE AXLE** (Front and rear). All internal parts contained within the drive axle, plus: Locking hubs, drive shafts, universal joints, constant velocity joints (unless failure was caused by torn drive boots) and axle bearings. Oil pan and drive axle case if damaged as the result of the failure of a covered internal part of the drive axle. (Gaskets and seals alone, are not *covered components*).
5. **BRAKES** Master cylinder; power brake cylinder; vacuum assist booster and pumps; hydro boost; disc brake calliper; compressing valve; hydraulic lines and fittings.
6. **STEERING** All internal parts contained within the steering box; power cylinder; rack and pinion gear, and power steering pump. Steering box and rack and pinion gear housings if damaged as the result of the failure of a covered internal part. (Gaskets and seals alone, are not *covered components*).
7. **FRONT/REAR SUSPENSION** Upper and lower control arms; control arm shafts and bearings; upper and lower ball joints; king pins; torsion bars; mcpherson strut housing (does not include hydraulic portion of strut or coil spring); stabiliser bar, links, stub axle and support; wheel bearings, sway bar & bushes.
8. **AIR CONDITIONER** Compressor; compressor clutch.
9. **ELECTRICAL** Alternator; voltage regulator; starter motor; including solenoid, wiper motor, and including the engine management control module.

Claim Recovery:

If *you* make a claim on this warranty for an incident where *we* believe costs could be recovered from another party, *we* reserve the right to take action to recover money paid by *us*. When *we* do this *we* may need to take such action in *your* name, and therefore *you* must co-operate with *us* and give *us* any information *we* may require. *We* will pay for any legal expenses.

What is not covered?

- A. This warranty does not cover:
1. Any *mechanical failure* or costs covered by any other warranty or entitlement including any *manufacturer's vehicle warranty*;
 2. Any *mechanical failure* attributable to *your* failure to comply with the *vehicle* servicing requirements;
 3. Any repairs required as a result of continued operation of the *vehicle* once a defect or fault has occurred (including loss of lubricants and coolant);
 4. Damage attributable to impact or road traffic accident;
 5. Any consequential loss, damage or liability incurred as a result of a *mechanical failure* (including personal liability);
 6. Any claims where *we* have not been contacted prior to the commencement of repairs or repairs where *we* have not issued a work authorisation number;
 7. Any claim where the damage to a *covered component* was caused by a non-covered component;
 8. Any claim where the *mechanical failure* has been caused by abuse/misuse of the *vehicle*;
 9. Any claim attributable to failure to follow the *vehicle* manufacturer's operating guidelines or *mechanical failure* attributable to exceeding the manufacturer's operating limitations;
 10. Any *mechanical failure* that can be attributed to the *vehicle* being fitted with an LPG unit other than a unit supplied, fitted or endorsed by the *vehicle* manufacturer;
 11. Any claims where the repair has not been performed by *us*;
 12. Any items that require periodic replacement as a part of normal *vehicle* maintenance. These items include; (but are not limited to) spark plugs, belts, hoses, brake pads, friction materials, batteries and globes;
 13. Any component of the *vehicle* not specifically listed as a *covered component*; or
 14. Any maintenance or adjustments required to any *covered component*

- B. This warranty will cease to operate and no claims will be accepted where the *vehicle*;
1. Has been modified from the manufacturer's original specifications;
 2. Is being or has been used or tested in preparation for or participation in any form of motor sport;
 3. Is being used for hire, driver instruction or conveyance of passengers, or for fare or reward (this includes car rental). This exclusion does not apply to private car-pooling arrangements;
 4. Is being used as a Police or other emergency *vehicle*;
 5. Is being used outside Australia;
 6. Was not imported into Australia by the *vehicle* manufacturer or their authorised Australian distributor;
 7. Is being used for a purpose for which it was not designed;
 8. Has not been serviced in accordance with the service requirements detailed under "Vehicle Servicing" on page 5 of this booklet;
 9. Odometer reading cannot be determined as accurate by virtue of it having been inoperative or removed from the *vehicle*;
 10. Is being used for courier purposes; or
 11. Is un-roadworthy or unregistered.

Vehicle Servicing:

It is a condition of this warranty that *you* have the *vehicle* properly, regularly and punctually serviced in accordance with the manufacturer's recommendations.

ALL SERVICING AND REPAIRS MUST BE PERFORMED BY US. Our workshop is well equipped with qualified personnel, ensuring quality service for the *vehicle*.

When *you* present the *vehicle* for service, please pass this booklet to one of *our* staff along with *your* manufacturer's book. Once the service is complete, please ensure that the service coupons have been completed and stamped. This information will be needed in the event of a claim.

If *you* do not comply with these servicing requirements *we* may refuse a claim or cancel this warranty.

Please note that most manufacturer's recommendations refer to service intervals of time or kilometres travelled, WHICH EVER OCCURS FIRST. In certain *vehicles* it may be possible to undertake a minor service if kilometres have not been travelled (please refer to *your* owner's manual for details).

Our Service Commitment:

In the unlikely event that *you* are not satisfied with *our* product, the service *you* receive or the way *we* handle *your* personal information, please write to *us*, marking *your* letter to the attention of the General Manager. The General Manager will act on *your* concerns and respond to *you* within 21 days of receiving *your* correspondence.

If *you* do not agree with the General Manager's response to *your* concerns about *our* collection, use or access to *your* personal information *you* may refer the matter to the Australian Privacy Commissioner who will investigate *your* concerns and make a decision at no cost to *you*.

What you must pay in the event of a claim:

1. *You* may be asked to contribute toward the repair costs if the type of repair being performed will restore the *vehicle* to a better condition than that prior to the *mechanical failure*.
2. *You* will be required to pay for items of periodic replacement nature such as oil, coolant etc. when *we* conduct a warranty repair.
3. In the event that any one *mechanical failure* exceeds \$1,000 inclusive of *GST*, *you* will be required to pay for the portion of the repair in excess of the \$1000 covered by this warranty.

Cancelling this warranty:

You may cancel this warranty at any time by writing to the *warranty administrator* to request cancellation.

We may also cancel this warranty where *you* have not fully complied with the conditions of the warranty.

Making a Claim:

To make a claim on this warranty;

1. Return the *vehicle* to *our* workshop.
2. Provide details of this warranty when delivering the *vehicle* to *us* and ask *our* service personnel to lodge a claim on *your* behalf.
3. Complete a claim form if requested. Other documentation such as proof of servicing, invoices etc. may also be required. *We* will ask for this documentation if needed.
4. When travelling away from home in the event that the *vehicle* requires emergency repair work and *you* are unable to deliver the *vehicle* to *our* workshop, *you* will need to arrange for delivery of the *vehicle* to the nearest reputable repairer. *You* or the repairer should then contact the *warranty administrator* who will coordinate the claim on behalf of *us*. The address and telephone details of the *warranty administrator* are as follows:

The Warranty Administrator
PO Box 328, Marleston SA 5033
Telephone: 8223 7666

All claims must be authorised prior to commencement of any repairs.

Important Note:

There may be some instances where repairs cannot be authorised until the *vehicle* has been dismantled. In these cases *we* will need *your* authority to dismantle the *vehicle* for proper diagnosis prior to commencing any repairs.

Provided that the problem is covered by the warranty, repairs will be authorised. In instances where the problem is not covered by this warranty, *you* will be responsible for all costs associated with dismantling the *vehicle*.

Repairer Instructions:

Prior to commencing repairs, please contact the *warranty administrator* on 8223 7666 and advise them that *you* wish to make a *mechanical failure* claim.

If the claim is accepted the *warranty administrator* will authorise repairs and issue a repair authorisation number. Once work is completed, please forward a valid tax invoice to the address below for payment. Valid tax invoices must include the following details:

1. Authorisation number;
2. *Vehicle* registration number;
3. Customer's name in full (include ABN if Company);
4. Odometer reading;
5. Breakdown of repair costs detailing parts, labour and *GST* content;
6. Copies of any sublet repair invoice (when requested);
7. Name, address and ABN of supplier;
8. Name, address and ABN of recipient; and
9. Date of issue.

Repairs must not commence unless authorised by the *warranty administrator*