Terms & Conditions

This Contract will be voided if you do not comply with these Terms and Conditions.

Period of Cover

The conditions of the Contract commence at the Delivery Date. The benefits you will receive under this Contract commence on the later to occur of either the Delivery Date OR the expiry of any Manufacturer's Full Warranty, or Statutory Warranty provided with the vehicle.

The Contract will cease upon expiry of either the period of time OR the distance travelled, whichever occurs first, as indicated under "YOUR PLAN".

Upon your written request, Suttons may cancel this Plan, at which stage our Refund Policy applies.

The PlatinumOne Protection Plan

Our PlatinumOne Protection Plan is not an insurance policy. It is a contract between You and the Company, designed to ensure that your vehicle is maintained to a standard that will help protect You from costly repairs to defective parts.

It is important that you carefully read this document to understand the extent of the Plan, and all of its limitations. Some of the conditions of this Plan are highlighted for your attention, to ensure there is no misunderstanding.

Suttons agrees that in the event of any failure* of any covered component, such component will be repaired or replaced using parts of a like kind and quality, to acceptable working condition, to the extent of the limits of the Plan, provided that the Customer has observed these Terms & Conditions.

* Failure means the inability of any covered component to satisfactorily perform the function for which it was designed.

Servicing – What do I need to do?

It is a condition of this Plan that your vehicle is serviced in accordance with the Servicing Requirements as shown in this document.

You will be advised of any defect found. Any items covered by the PlatinumOne Protection Plan will be repaired at a mutually convenient time in accordance with the terms of the Plan. In the event any additional work is required, we will refer any other required repairs or defects outside of this PlatinumOne Protection Plan, to you for your approval, prior to any work being commenced.

What is Not Covered?

This Contract does not cover the following:

1. Any failure caused by negligence, misuse or failure to perform required servicing, or any failure caused by the lack of proper and necessary maintenance. Any failure due to the lack of oil or coolant, excessive use of oil, overheating, fuel contamination or use of incorrect grade of fuel is not covered under this Contract.
2. Any parts not defined as being covered in this document. Maintenance items such as, but not limited to, the following are not covered by this Contract: brake pads, brake rotors, spark plugs, light bulbs, 12v batteries, oils, filters, tyres, hoses, fan and timing belts, or any other component recommended by the Manufacturer for periodic replacement.
3. Any modifications made or any affected components on the vehicle after the Date of Delivery, unless fitted by Suttons, or with written approval for inclusion by Suttons.
4. Paint, trim, or failure caused by rust or corrosion of any kind.
5. Any inherent faults or defective parts subject to recall by the Manufacturer, or any such parts recommended for replacement by the Manufacturer through inability to meet normal performance requirements.
6. Any loss or damage caused by towing, collision, force impact, breakage of glass, missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, lightning, nuclear contamination, freezing, smoke, or from any other cause whatsoever except as provided in this Contract.
7. Consequential damage.
8. All consumables, including but not limited to, oils, coolants, lubricants, additives, air conditioning gas, environmental and waste disposal charges.
9. EV and Hybrid batteries.

General Conditions

1. This Contract is between the Company and the Customer(s) nominated on page 1 of this document, together the "Parties" and each a "Party".
2. The benefits conferred by this Contract are in addition to all other rights and remedies in respect of the Customer which the consumer has under the Competition and Consumer Act 2010 and similar State and Territory laws. The Australian Consumer Law ("ACL"), which is Schedule 2 of the Competition and Consumer Act 2010, helps protect consumers by giving them certain guaranteed rights when they buy goods or services. These rights apply automatically whenever goods or services are supplied to a consumer. They are known as "Consumer Guarantees". 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 cancel your service contract with us; and
   - to a refund for the unused portion, or to compensation for its reduced value.

   You are also 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 the 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 and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.
3. It is the responsibility of the Customer to minimise, where possible, the liability of the Company, such as not driving the vehicle when to do so may cause further damage.
4. Subject to the Customer's rights under Australian Consumer Law, to the maximum extent permitted by law:
   a. a Party's liability under this Contract will be reduced proportionately to the extent the relevant liability was caused or contributed to by the acts or omissions of the other Party, including any failure by that other Party to mitigate its loss; and

b. neither Party will be liable for consequential, special or indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

5. Should any false or fraudulent statement be made by the Customer or any person acting on the Customer's behalf, with the Customer's knowledge, in support of any claim, or if the odometer has been tampered with, made inoperative or altered, then the Company may terminate this Contract in accordance with the following clause and the Customer's rights to claim shall be forfeited in respect of all future claims.
6. In the event of any breach of the terms and conditions of the Contract by a Party (**Defaulting Party**), the other Party (**Non-Defaulting Party**) reserves the right to immediately cancel the Contract, if the breach has not been remedied within 10 business days of the Defaulting Party being notified of the breach by the Non-Defaulting Party.
7. The Plan Type offered in this Contract is based on the vehicle details provided on page 1, including but not limited to make, model, age, and delivery kilometres. If any of these details are incorrect, we reserve the right to withdraw the selected product if it does not meet the vehicle eligibility requirements.
8. If the nominated vehicle:
   a. Has been exported to another country, or
   b. Has been affected by beach use, or
   c. Has been used for competitive driving or racing, or has been tested in preparation thereof, the Contract will be immediately deemed null and void and all rights forfeited.
9. This Contract is not transferable.
10. All headings in this document have been inserted for the purpose of ease of reference only. They do not affect the meaning or interpretation of it.

Privacy Statement

The Privacy Policy applies to all personal information collected by the Company or the Plan Administrator (collectively referred to as "us" or "we") when entering into, or otherwise communicating with you in relation to, this Contract.

How to contact us about privacy

Your privacy is very important to us. For that reason, please read the following details carefully and get in contact with us if you have any questions.

Collection and Purpose

We may collect personal information from you in the course of your dealings with the Company or the Plan Administrator.

The personal information we collect and maintain generally includes your name, date of birth, gender, address, contact details and information specific to the vehicle purchased, and the service you decide to purchase from us, and can also include any notes or information we have taken during the course of your dealings with us.

The purpose for which we collect personal information is to provide you with the best service experience possible. Some provision of personal information is optional. However, if you do not provide us with certain types of personal information, you may be unable to enjoy the full benefits of the Plan.

How do we hold your personal information?

We may hold your personal information in a number of ways, including electronically, in paper records, and/or in telephone recordings.

Where your personal information has been collected from a third party, including our service providers, they may also hold copies of your personal information.

We may combine personal information we receive about you with other information we hold about you. This includes information received from third parties and information collected for different products and services.

Disclosure

We customarily disclose personal information only to our service providers who assist us in fulfilling the terms of the Plan and to the Plan Administrator. We will only disclose personal information to an unrelated third party with your consent.

Access and correction

Australian Privacy Principle 6 of the Australian Privacy Act 1988 (Cth) allows you to get access to, and correct, the personal information we hold about you in certain circumstances. If you would like to obtain such access, please contact us.

Security

We have processes in place to ensure the security of your personal information, including limitations on access to personal information within our organisation.

Direct marketing

From time to time, we may use your personal information to advise you about or offer you other products or services that may be relevant and of interest to you. If you do not want to receive these offers from us, please contact us.

In some instances, we may disclose your personal information (but not sensitive information) to others we have business arrangements with to enable them to offer their products and services to you.

We do not use or disclose sensitive information for the purposes of direct marketing.

More Information

The Privacy Policy of the Company is available at www.suttons.com.au and the Privacy Policy of the Plan Administrator is available at www.harrier.com.au. The Company can provide you with printed copies of these policies if you request.

Your Rights and the Australian Consumer Law

Consumer guarantees under the Australian Consumer Law ("the ACL"), which is Schedule 2 of the Competition and Consumer Act 2010 requires that any vehicle sold:

a. be of acceptable quality (s 54 of the ACL);
b. be fit for the purpose for which they were acquired (s 55 of the ACL);
c. correspond to any description attached to the goods prior to the sale (s 56 of the ACL); and
d. correspond to any sample of the goods that was offered to the consumer prior to the sale (s 57 of the ACL).

In determining whether or not a vehicle (or part) is of 'acceptable quality', the factors described in s54(3) of the ACL will need to be considered, namely:

a. the nature of the goods; and
b. the price of the goods (if relevant); and
c. any statements made about the goods on any packaging or label on the goods; and
d. any representation made about the goods by the supplier or manufacturer of the goods; and
e. any other relevant circumstances relating to the supply of the goods

A vehicle may also have an additional Statutory Warranty. The provisions vary from State to State. This Statutory Warranty may be in addition to, or overlap the ACL and may also operate concurrently to the ACL.

The protection afforded to you under Your Plan is in addition to, and does not substitute for, the rights you have under the ACL. If and to the extent that you have a right to claim under the ACL, you need not claim under Your Plan.

Furthermore, there are additional guarantees and remedies available to you, as a consumer, under the ACL, in relation to any services provided to you under this PlatinumOne Protection Plan and this Plan does not limit those rights, remedies or guarantees.

The following comparison table summarises the cover (guarantees) provided under the ACL and the cover provided by the PlatinumOne Protection Plan.

Issue	ACL Liability	Cover under the PlatinumOne Protection Plan
Duration	Not specifically limited, but dependent on the circumstances.	Cover is provided for a fixed, certain, duration as specified in the PlatinumOne Protection Plan, depending on the level of cover. Refer to "Your Plan" on page 1.
Roadside assistance cover	No express cover, but costs which you may incur in the process of having the defect fixed may be claimed in some circumstances –s259(2) (b)(i), s259(3)(b) and/or s259(4) of the ACL.	If you choose cover including NRA (National Roadside Assist), then assistance is provided for lock out of vehicle, lost keys, no fuel, flat tyres, towing of the vehicle and subsequent car hire and accommodation costs, depending on the circumstances and level of cover. Roadside assistance is often available for a period of time over and above the length of Your plan.
Limit on claims	None specified, but entitlements will be determined if it can be said that the vehicle is not of an acceptable quality, or the additional claim is made within a reasonable period.	Simple, limits on claims are specified in the PlatinumOne Protection Plan, depending on the level of cover. Refer to "Your Plan" on page 1.
Fault diagnosis	Dependent on the particular circumstances.	Diagnostic work covered as specified in the PlatinumOne Protection Plan, depending on the level of cover. Refer to the "Parts Covered" listed within this document.
Out of town breakdown/ Roadside assistance	Costs may be recoverable depending on the particular circumstances –s259(2) (b)(i), s259(3)(b) and/or s259(4) of the ACL.	As specified in the PlatinumOne Protection Plan, depending on the level of cover.
Wear and tear	Wear and tear caused by a defect may be covered but otherwise fair wear and tear not covered (as long as the vehicle is of acceptable quality). Consideration will need to be had of the factors described in s54(3) of the ACL.	Cover including fair wear and tear for items specified in the PlatinumOne Protection Plan, depending on the level of cover (refer to the "Parts Covered" listed within this document) but not including other parts and elements excluded under "What is Not Covered" within this document including failure caused by negligence, misuse or inadequate servicing, and not including "maintenance parts", and some parts as per regular routine servicing.
km limit	What a reasonable consumer would expect based on the factors described in s54(3) of the ACL.	Cover is limited by mileage, as specified within the PlatinumOne Protection Plan, depending on the level of cover. Refer to "Expiry Kilometres" on page 1.
Fault or failure	Dependent on the particular circumstances.	Some items covered regardless of fault, as specified in the PlatinumOne Protection Plan, depending on the level of cover. Refer to the "Parts Covered" listed within this document.
Claims process	Claims are submitted to the Motor Dealer and, in some cases to the Manufacturer.	Independent claims process: claims submitted to the PlatinumOne Protection Plan Administrator to determine cover in accordance with the PlatinumOne Protection Plan.

Complaints Handling

We are committed to providing you with quality customer service.

Occasionally, we know that there may be some aspects of our service, the limit of liability under this PlatinumOne Protection Plan or any dealings you may have with us which you wish to query or draw to our attention.

If you are dissatisfied with any aspect of our service, we will do our best to work with you to resolve any disputes using the following process:

1. Please talk to us first. Please contact Suttons on the numbers provided within this PlatinumOne Protection Plan document. Our team is equipped to deal with any queries and most times, will be able to resolve the matter to your satisfaction.
2. If the team member you speak with is unable to resolve your concern, we ask that you submit a complaint using the following link from the Administrator's website, and they will direct it to the appropriate team. https://www.harrier.com.au/ComplaintForm.asp