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## **SUBMISSION TO THE ACCC DRAFT REPORT INTO THE NEW CAR RETAILING MARKET**

### **EXECUTIVE SUMMARY**

In this submission I will argue that the Recreational Vehicle (RV) retailing (and manufacturing) market (NRVRM) have significant parallels with the new car retailing (and manufacturing) (NCRM). In fact, one could substitute the words 'new car' with 'RV' throughout many sections of the report and the conclusions would be identical.

The *Australian Consumer Law* (ACL) is not living up to its goals or objectives for consumers of expensive one off purchases such as RVs. I argue that the system is fundamentally flawed, from the way that the interpretation of the ACL can be manipulated to deny consumers their rights, to the ease by which suppliers and manufacturers deny consumer rights, to the lack of action by regulators to enforce breaches of the ACL, to the difficulties faced by consumers in receiving timely and appropriate redress, to the judicial system putting the 'nail in the coffin' of consumer rights by making it not only inaccessible and unaffordable, but by creating a further imbalance of power between the already powerless consumer and the far more powerful supplier and manufacturer.

### **INTRODUCTION**

Lemon Caravans and RVs in Aus is a Facebook group formed in December 2015, with over 24000 members and growing rapidly. It is primarily a 'victim support group' for owners of lemon caravans and other Recreational Vehicles (RVs), where they can share their stories and get support and advice from other similarly aggrieved RV owners. Here they also learn of their consumer rights under the *ACL*.

It has also become a place where prospective RV purchasers can gain useful information about their shortlist of brands and suppliers and make a more informed choice as a consumer. This forum is vital in this market place because there is an absence of negative reviews as they are generally not allowed in owners forums or groups and have been allegedly removed from suppliers Facebook pages.

Having this information should put market pressure on manufacturers and dealers to abide by the *ACL*, Australian Standards and Australian Design Rules as consumers now know what to look for and the questions to ask before handing over substantial sums of money for a new RV. However this does not appear to be occurring as the industry continues to grow.

That said, the economic consequences of negative reviews in social media has been far more effective to date than any complaints to regulators, with some consumers being able to obtain redress in return for removing their social media posts.

I have a BA (Murdoch) in Politics and International Studies. I undertook a Parliamentary Internship where I worked with a Parliamentarian as a researcher. I analysed the implementation and flaws in the *Aboriginal Heritage Act*

1972 (WA) and made 88 recommendations. I have been told that my report has been used in a number of Native Title cases. I feel that this experience as well as other relevant work experience has enabled me to effectively and expertly analyse the implementation and flaws of the ACL especially in relation to expensive purchases. I thank the ACCC for the opportunity to add to the debate and hope that my arguments, analysis and experience will be used to enhance consumer protection into the future.

## **PARALLELS WITH THE NCRM**

1. The industry manufactures vehicles with a large supply chain.
2. Suppliers are generally licensed motor vehicle dealers and have the same corporate cultural background and experience as the NCRM and have transferred these behaviours into the NRVRM.
3. The products are high value, in fact the average cost of an RV would be significantly more than a new car.
4. Purchasing an RV will be one of the most expensive purchases a consumer will make in their lifetime.
5. A high proportion of these vehicles will have defects and some will be 'lemons'.
6. Consumers are having significant difficulty enforcing their consumer law rights.
7. As a result, consumer detriment in both market sectors is very high: financially, emotionally and physically.
8. There are vulnerable consumers, such as: the elderly; consumers who are physically ill; consumers with disabilities and their carers; and consumers with limited financial means after their purchase.

## **RESPONSE TO THE EXECUTIVE SUMMARY**

### **The new car retailing industry market study**

1. Like the purchase of a new car, purchasing a new RV is likely to be one of the most significant financial outlays a person will make in their lifetime. New RV prices range from around \$20 000 (imported camper trailer) to over \$150 000 for a new caravan. Motor homes and campervans can retail for over \$300 000. Often the consumer will purchase a new tow vehicle at the same time as the RV, putting them doubly at risk of purchasing a lemon or being denied their ACL rights.
2. Numerous concerns about the NRVRM have been reported to the ACCC and other ACL regulators according to reports by members of my Facebook group. To date, there have been few resolutions to complaints to the satisfaction of the consumer. The issues raised are similar to the NCRM such as:
  - numerous defects and non compliances to Australian Standards, Australian Design Rules and other regulations and laws which are then not properly addressed by the supplier, according to their ACL obligations;
  - misleading and deceptive conduct (including false advertising);
  - failing to abide by consumers' ACL rights such as consumer guarantees and remedies;
  - blaming the consumer for defects through alleging negligence or lack of servicing;

- only allowing authorised repairers to repair or service the caravan;
  - using the manufacturers warranty against defects to limit consumers' rights and mislead them about their proper ACL rights by telling the consumer the product is out of warranty (usually only 12 months) and so won't be repaired; and
  - forcing consumers to seek redress from component and appliance manufacturers directly.
3. Additional issues are that the NRVRM is regulated but self certifying under 4.5 tonnes. This is set to change in 2018 with amendments to the *Motor Vehicle Standards Act 1989* proposed to come into force in 2018. This will bring the industry in line with the new car manufacturing industry. However if laws and regulations are not enforced, as they are not being effectively enforced currently, nothing much will change.

## **New car retailing**

4. There are the same issues as the NCRM pre sale, at time of sale and post sale.
5. The supply chain is similar to the NCRM.
6. NRVRM is also a significant market sector.
- Approximately 22 000 new RVs are manufactured in Australia by Caravan Industry Association of Australia accredited members, which represents approximately 80% of the industry.
  - There are over 500 000 RVs registered in Australia.
  - The monetary value is between \$1.5 and \$2bn annually just in sales.
  - It is estimated that there are 3500 businesses contributing to the supply chain.
  - The entire market sector including paid nights at caravan parks and contributions to local economies is estimated at over \$19bn annually.  
(<https://www.caravanindustry.com.au/who-is-caravanindustry>).

## **The ACCC's key market observations**

7. **Three key observations**
- a. "The law offers protections for consumers when purchasing new cars, but there are material deficiencies in the way that consumers are able to enforce their rights, and the way these rights are represented to them by manufacturers and dealers"
- This issue is identical in the NRVRM according to reports by members and my own personal experience.
  - The reasons are also the same. There appears to be little to no complaint handling systems and procedures that address all the consumers' rights under the ACL.
  - It is my opinion, based on members' reports, that the primary reason for this is a lack of enforcement by the ACL by regulators and the ACCC. If there is no penalty for not complying with the ACL then there is no incentive to do so, especially when the cost of the product can be in the tens or hundreds of thousands of dollars.

- Where this market sector differs to the NCRM is that there are upwards of 120 RV manufacturers. There are hundreds of retail dealerships but they are generally not franchises. One manufacturer has approximately 50% of the market share and the rest are on a sliding scale. This makes enforcement by the ACCC for all breaching entities unrealistic.

- Knowing this as the RV industry does very well, it is unlikely that any enforcement will have an industry wide effect. However there is much more opportunity for State and Territory based regulators to respond more proactively to consumer complaints by identifying breaches of Part 5-4 of the ACL (Remedies relating to guarantees), s. 106 (Supplying etc. consumer goods that do not comply with safety standards), s. 151 (False or misleading representations about goods or services), s. 18 (Misleading or deceptive conduct), s. 21 (Unconscionable conduct in connection with goods or services) and enforcing these remedies appropriately.

- The future legislative amendments to the ACL will only be effective if they are enforced. They also do not go far enough and do not introduce a penalty for breaches of consumer guarantees or failure to remedy.

b. The other two observations do not apply to the RV industry in general, except in the case of Motorhomes and Campervans which are very small but high value market segments. I do not have enough information to comment.

## KEY FINDINGS & RECOMMENDATIONS

### Chapter 2: New car retailing industry characteristics

1. "Car manufacturers and authorised dealers are typically active in both the manufacture and supply of new cars and in the supply of aftermarket services, including car servicing, repairs and supply of parts and tools."

- This is identical to the NRVRM.

2. "Manufacturers and authorised dealers generally earn higher profit margins from aftermarket services than from new car sales. For dealers, although parts sales and repair and service account for 15 per cent of revenue, these aftermarket services contribute to 49 per cent of gross profit.

- I have been told confidentially by a number of sources that the profit margins in the NRVRM are very healthy. Suppliers can expect a gross profit of about 25% with manufacturers having a similar gross profit in dollar terms. For example on a sale of an \$80 000 caravan, both the dealer and manufacturer can expect a gross profit of \$20 000 each. This becomes even more lucrative or provides a competitive advantage if the manufacturer sells direct to the consumer, something that doesn't appear to happen in the NCRM.

## CHAPTER 3

### Response to key points (p. 28)

1. "Consumers are having difficulty enforcing consumer guarantees when problems occur with new cars. A significant body of evidence suggests systemic failure in consumers enforcing consumer guarantees after the purchase of a new car."

- This is identical in the NRVRM. Consumers are frequently forced to take legal action to enforce their consumer rights in spite of lists of defects that can number in excess of 30, 50 and even 100. If they cannot afford legal

action, given that most small claims Tribunal limits are too low (as shown in Appendix D of the draft report), then they are consigned to the merry-go-round of repeated repairs that are often defective themselves. In frustration they may trade in their 'lemon' at a substantial loss and hope that the dealer fixes it before onselling.

- Suppliers and manufacturers are well aware that there is a lack of enforcement of the ACL by regulators and that the conciliation process will favour them and not the consumer. Regulators regularly tell consumers that they cannot force a supplier to give a refund or replacement. Suppliers offer repairs and consumers are told to accept the offer or seek legal advice. This reinforces the breaching behaviour as the supplier now believes that they were in the right. They have even used this in their defence when a consumer takes legal action.

2. "The ACCC views these issues as chiefly a compliance problem associated with manufacturers' complaints handling systems failing to adequately take consumer guarantees into account."

- This is identical in the NRVRM.

- It is clear from numerous reports by members of my Facebook group, the responses to consumers by suppliers in the NRVRM demonstrate that the suppliers do not understand or want to understand consumer guarantees and ACL rights. Even when a consumer informs the supplier and/or manufacturer of their rights, emails them links to ACCC educational material, provides expert reports at great expense and properly rejects the RV, the supplier will just bluntly refuse any request for a refund or replacement and if the consumer is lucky, offer repairs over and over again. Often these repairs will take many months and eat into the warranty period.

- Another ploy to avoid a consumers' ACL rights is to blame consumers for neglect and/or abuse of the RV. They may claim that the RV hasn't been serviced properly and yet don't provide any service manual or documentation at point of sale.

- They also deny warranty claims based on multiple exclusions, such as an off road RV not being covered for certain off road uses. 'Off road' and 'semi off road' use is rarely a defined term and can be used to refuse repairs.

- Whilst it is true that this is 'chiefly a compliance problem', underpinning that problem is a lack of enforcement of the ACL by regulators. If any law isn't enforced it is not going to be obeyed. The only reason laws are obeyed are the real risk of penalties. Where there is little to no chance of receiving a penalty then offending behaviour becomes the norm.

3. "The ACCC has seen many examples of practices by manufacturers in dealing with consumer complaints that would raise concerns under the ACL provisions."

- Given the number and type of complaints made by RV owners, I would consider this to be identical with the NRVRM.

- These concerns are not being dealt with properly by State and Territory regulators. For example, Brian Bauer, Executive Director of the Queensland Office of Fair Trading (QOFT) stated:

"The OFT does not have coercive powers to force a trader to comply with its consumer guarantee obligations. Enforcement actions under the ACL relate to contraventions, and section 15 of the ACL clearly states that conduct is not taken to contravene a provision of the ACL merely because of the application of consumer guarantees.

This leaves the application for redress for a failure to meet consumer guarantees as a civil matter between the

consumer and trader. The ACL provides the basis upon which a consumer can seek to enforce those rights. I further note your concerns about the cost involved in consumers taking their own action.” (pers. comm. 26 October 2017)

- Mr Bauer has, in my opinion, misconstrued s.15 of the ACL to apply not just to Part 3-2 Division 1 (the consumer guarantees) as per the section, but has also applied it to Part 5-4 Remedies Relating to Guarantees, which is not listed as an exclusion for contraventions.

- In doing so, Mr Bauer has effectively stated that consumers are on their own to prosecute any contraventions of the ACL relating to consumer guarantees, including a lack of appropriate remedy. I am of the opinion that this is not in line with what was intended by this section or by the ACL as a whole, where consumer guarantees and remedies are a significant part of the ACL in addressing consumer rights.

- Whilst it is simple to state that it is a civil matter it is much harder for a consumer to enforce their rights. As taxpayers who fund regulators, I believe that they have a right to expect better service for their money.

- As demonstrated in the case studies, even the judiciary is getting it wrong when it comes to properly applying the ACL. Consumers often ‘self represent’ and trust that the Tribunal member or Judge will know and apply the law. There are various decisions which shows that this is not always the case. Some examples of errors in applying the ACL are:

- Applying depreciation to the refund for use of the RV so a consumer doesn’t get a full refund.
- Ordering more repairs when the consumer has already had repeated repairs.
- Claiming that while a product is still in warranty it must be repaired and a refund cannot be claimed.
- Not awarding all the claimed costs when receipts have been presented.
- Not awarding damages when claims are not too remote.

- The RV industry has one very powerful representative association, the Caravan Industry Association of Australia. They accredit members through the RVMAP program. Their accredited membership represents approximately 80% of the RV manufacturing industry. They have been alerted on numerous occasions of breaches of their Code of Ethics and Code of Practice, contractual undertakings that require manufacturers to abide by all laws, including the ACL. There have been no investigation or enforcement of these Codes by the CIAA and breaching members remain accredited. I have reported the CIAA to the ACCC and QOFT for investigation for misleading and deceptive conduct, unconscionable conduct, corruption and fraud.

- Therefore in spite of many concerns, it is apparent that these are not being effectively addressed by regulators or industry bodies. This has led to systemic breaching behaviour, substantial consumer detriment and road user safety concerns.

- In no uncertain terms, I claim that the NRVRM is a rogue market place that is very unhealthy.

4. “The ACCC recently instituted proceedings in the Federal Court against Ford, and has accepted a court enforceable undertaking from Holden in relation to its concerns about alleged ACL non-compliance issues. The ACCC will continue to address non-compliance with the ACL.”

- The difference between the NCRM and NRVRM is that there is one company with about 50% market share and the rest are significantly smaller. There are also upwards of 120 manufacturers and hundreds of suppliers that are relatively small businesses, unlike the large franchises in the NCRM. This means that it is unlikely that the ACCC will address the vast majority of non-compliances with the ACL in the NRVRM. The industry is well aware of this and thus knows that offending behaviour will not attract any penalties. Breaching behaviour is



rewarded through a lack of penalty and an economic advantage, such as never giving a refund or replacement for an RV with clearly demonstrated major failures. Even market pressures and social media pressures are having little impact on the behaviour as the reported rate of offending by members of my group is increasing.

5. "In addition, consumers are not receiving adequate information about consumer guarantees at the point of sale of a new car. This impacts the ability of consumers to accurately assess the value of any additional consumer protections offered by extended warranty products compared to the rights they already have under the consumer guarantees or the manufacturer's warranty."

- This is identical in the NRVRM.

- Consumers still believe that once the manufacturer's warranty has expired, which in this industry can be as little as 12 months, they have no further rights. This leaves them vulnerable to believing that paying a substantial amount for an extended warranty will be beneficial.

- This is frequently reported by members of my Facebook group. I regularly conduct educational campaigns and members are surprised at what rights they have.

- However consumers also report that even knowing their rights is no help as they are told they will not be getting a refund or replacement and might get repairs if they are not accused of abuse, neglect or lack of servicing. They have no means of enforcement beyond legal action. For the vast majority of RV owners this is not a viable option and they often report losses in the thousands and even tens of thousands.

- Extended warranties appear to also limit consumer rights under the ACL.

## **Five further key issues**

6. "This study has identified five key issues contributing to the difficulties experienced by consumers in enforcing their consumer rights:

a. manufacturers' focus on warranty obligations to the exclusion of their consumer guarantee obligations"

- This is identical in the NRVRM. Suppliers and/or manufacturers frequently claim a product is out of warranty. Warranty periods are very short for the cost of the product and the use that it will be put to. Some consumers may only use their RV for a four week holiday a year, so in effect their warranty is four weeks. It can take a number of years for manufacturing defects to surface, especially latent defects, by which time the consumer is told that the warranty has expired and they have to pay for repairs themselves.

b. manufacturers' responses to 'major failures'

- Members of my Facebook group are regularly reporting that they are told that all the defects are minor and easily repairable and so they are not entitled to a refund or replacement. This occurs whether there is one or one hundred defects reported. It occurs when expert evidence is provided showing clearly there are major failures. This is what is happening with my own lemon caravan. Very few consumers get a refund or replacement voluntarily offered. Even the largest manufacturers who would have no trouble in funding a refund or replacement look to any and every excuse not to abide by the ACL.

- the widespread use of non-disclosure agreements by manufacturers when resolving complaints  
This is identical in the NRVRM. See Case Study One. Generally the NDAs are so onerous that the consumers cannot even discuss their experience with their family. This has led to mental health issues arising, feelings of ongoing resentment and a fear of accidental breaches of NDAs being prosecuted. These are lifelong gags on freedom of expression and opinion and force consumers to deny their experience, which for most would have been an extremely difficult experience with long term consequences.

- the lack of effective independent dispute resolution options for consumers

This is identical in the NRVRM.

- particular features of the commercial arrangements between dealers and manufacturers.

I have no evidence to make a proper comment but I would suggest that this area is likely to be identical to the NCRM due to the similarities between the industries

## CASE STUDIES

### Case Study One

A consumer purchased an Australian made caravan for \$114 000 direct from the manufacturer. Very soon after purchase numerous defects became apparent, including water ingress. The caravan was inspected by a certified engineer and the chassis was 'condemned'. The caravan was over a tonne heavier than the chassis and chains were rated for. The chassis had bent under the weight. The caravan was clearly not 'fit for purpose' and had major failures. It was also likely to be illegal under Australian Standards and Design Rules.

The manufacturer refused to accept any liability or refund the consumer when the caravan was rejected. The consumer was forced to take legal action at the District Court because the State tribunal limit was too low. The matter was settled at mediation where the consumer was forced to sign a non-disclosure clause that prevented them from speaking about their experience to anyone, even to government regulators. If they didn't sign the settlement offer that included this clause then the threat was that the matter would continue to a full trial.

At this stage the legal costs were already over \$50 000. The quote to go to a full trial was another \$100 000 or more, which they clearly did not have and so were trapped into taking whatever was finally offered. The settlement offer was well below what they paid for the caravan. They ultimately lost over \$75 000. This process took a period of years. The manufacturer then onsold the defective caravan allegedly without remedying the chassis, which was clearly not compliant to Australian Design Rules or Australian Standards. The caravan was allegedly sold at a higher price than the partially refunded amount to the original purchaser.

This consumer is now being sued by the manufacturer for breaching the Deed of Settlement Non Disparagement clauses. They have filed in the Supreme Court of Queensland alleging losses in the millions for Facebook posts that didn't even name the manufacturer and were online for less than 12 days. There appears little regard for how much this is costing, or whether the claims are true, as long as it is costing the consumer more money and stress.

This is only one case of many that have been reported by members of my Facebook group. The story is similar each time. Losses vary from the thousands to the hundreds of thousands. This is only the financial cost and doesn't take into account the emotional and physical toll this takes on the consumers' health. One member reported having a heart attack immediately after an altercation with a dealer when trying to get his caravan repaired properly, such was the stress.

To add insult to injury, I am told that in the majority of cases, the businesses involved have their legal fees paid by their business insurance, so there is absolutely no cost to them and no penalty for flouting the law. There is not even any adverse publicity because it is rare that a case goes to full trial and consumers are 'gagged' in settlement contracts, just like in the case of lemon cars. Therefore there is no incentive to obey any laws, including the ACL.



For those consumers who live in NSW and Victoria on the surface it would appear that they have better access to consumer protection through NCAT and VCAT. Whilst professing to be a low cost and fair means of seeking consumer redress, actual practice is proving that both NCAT and VCAT have both become 'quasi courts'.

## **Case Study Two**

A Queensland resident member of my Facebook group (the Applicant) purchased a caravan from a Victorian manufacturer (the Respondent) in May 2015. Within a month it started to present with major failures, including severe water ingress. By August 2015 they had over 20 documented defects. After getting an unsatisfactory resolution from the manufacturer they lodged a claim in VCAT in December 2015.

At their first directions hearing in June 2016, six months later, the Respondent was represented by a solicitor without asking leave of the Tribunal. The Applicant was unrepresented and caught by surprise. The Applicant was then told by the presiding Tribunal member that they would have to attend in person in Melbourne for the full hearing. The Applicant claimed that this financially disadvantaged them as they had to travel from Queensland. The Applicant stated that the response from the Member was "well you brought the action".

At this stage the Respondent then offered to transport the caravan to Melbourne for repairs but the consumer had lost confidence in both the brand and the actual caravan, as more and more issues kept arising. They refused this offer and decided to proceed with action as they were confident of their rights under the ACL for a full refund.

There was a second directions hearing to see the evidence of an expert report obtained by the respondent. The report was inadequate, not expert and not detailed. The Tribunal Member then directed that a negotiation conference be attended in November 2016.

The Applicant read all the Tribunal rules, regulations and legislation and found out that the Respondent was supposed to apply to have legal representation at the first hearing and theoretically this can only be granted under certain circumstances. The Applicant appealed to the Tribunal to disallow legal representation for the Respondent on the basis that they had not sought proper leave to be represented and that it was unbalanced and unfair to the Applicant. Leave to be represented also didn't appear to satisfy any of the special grounds stated for legal representation.

As a result of the appeal against legal representation their negotiation conference was cancelled and a hearing was scheduled to hear the evidence for and against representation. This occurred on 14 December 2016. The result was that the Tribunal allowed the representation of both parties under s. 62 (1) (c) of the Victorian Civil and Administrative Tribunal Act 1998, which states:

(c) may be represented by any person (including a professional advocate) permitted or specified by the Tribunal.

The Applicant also claims that the Tribunal Member stated that the request for representation was 'implied' at the first hearing and that as the applicant had not paid for a certified transcript of the first hearing that there was no evidence to the contrary. The Member also allegedly implied that the Applicant was at fault for dragging out proceedings by lodging the objection to representation and causing the cancellation of the November negotiation conference.

By this stage the Applicant was made to feel as if they had done the wrong thing by taking their matter to the Tribunal. They believe that they were made to feel inferior to the represented Respondent. They are now seeking to be legally represented, at a significant additional cost which is unlikely to be recovered.

What this now means is that in spite of the Tribunal's published practice note of fair hearing procedures, that an element of unfairness has been introduced. The Applicant clearly felt that the Respondent was being favoured due to being represented. The Applicant now needs to engage legal counsel to be on an even footing. Those costs will be borne by the Applicant whereas the Respondents' costs are likely to be paid for by business insurance.

Hence VCAT has become a 'quasi court' where, instead of both parties being self represented, the already more powerful party being the manufacturer, is given even more ascendancy by the automatic grant of leave to have legal representation. This then forces the consumer to engage legal counsel or to potentially find themselves treated disparagingly by both the Tribunal and the representative for the Respondent, with no idea of how to defend themselves. This is in spite of the practice note stating:

Members have a particular responsibility to assist self-represented parties (sometimes referred to as litigants in person) to the extent necessary to ensure a fair hearing.

([https://www.vcat.vic.gov.au/sites/default/files/resources/practice\\_note\\_vcat\\_3\\_fair\\_hearing\\_obligation-1-1-2013.pdf](https://www.vcat.vic.gov.au/sites/default/files/resources/practice_note_vcat_3_fair_hearing_obligation-1-1-2013.pdf) Accessed 14 December 2016).

### **Case Study Three**

Jayco customer. Terminally ill with cancer. Purchases a Jayco from Jayco Sydney in 2016 to take his wife travelling for his last few years, if that. Jayco Sydney are aware of his health condition at the time of purchase.

Fast forward 18 months of stress, multiple extensive defects, multiple repair attempts, no holiday or travel much to speak of except taking the caravan in for repairs.

Lodge complaint with Queensland Office Fair Trading. Conciliation officer believes what the dealer said without question, which was all lies according to the consumer, and ORDERS the consumer to present the caravan for repairs. Then says they can be of no further assistance.

Reject caravan, claim a refund. Asked to present for inspection. Do so. Refund refused 3 months later without reason by Jayco Sydney.

Lodge claim in NCAT Penrith Office. At the mediation hearing the following occurs:

- The Member viewed photos of the chassis and said that it doesn't look that bad to him.
- He told them to "get the idea of a full refund out of your head", went on to say that there are levels of ACL, repair, replace, then refund.
- He also would ask questions, pause and wait for them to speak and then cut in with 'can I finish?' and then continue talking and not address the original question.

When the consumer was clearly confused and distressed his son stepped in to help him with his point. The Member told his son that the sale of contract is between Jayco Sydney and his father and that he should pull his chair back a few feet and let his father speak for himself. He later addressed questions to consumer's son directly as he figured out the consumer was getting flustered and confused.

This Member is likely to be presiding at the hearing.

It gets worse.

The Member orders them to get expert reports and gives them three weeks to lodge their evidence file. Then they were granted a one week extension when the reports hadn't arrived.

Request for 4 week extension asked for. At 4pm they receive the order that the file must be received at the Tribunal on Monday 2 October, only three days later. There will be no further extensions except under 'exceptional

circumstances'. This is in spite of providing letters from the experts stating when the reports will be ready and a medical certificate from a doctor stating that the consumer needed 4 extra weeks to prepare due to his medical conditions and the stress of the process. This order was made by a different Member to the mediation Member. It is evidence a toxic culture, in addition to other similar behaviours by Tribunal Members.

Not only has the consumer missed out on spending his last years on earth relaxing and enjoying his life with his wife, he has been through hell at the hands of Jayco, QOFT and now NCAT. It has taken him countless hours of fighting them all. He is not computer literate so his son has had to do all the paperwork for him. The file is extensive. The evidentiary requirements are enormous, even at NCAT. They have paid over \$5000 for expert inspections and \$3000 in travel costs to attend mediation as they are now resident in QLD. They may or may not get costs awarded. Decisions on costs and damages are inconsistent.

#### **Case Study Four**

I attempted to be a McKenzie friend for a consumer in his NCAT hearing. The Member eventually decided I could not be as I was on the phone in Alice Springs. I stated that I could listen to the hearing and text him but this was denied.

The consumer is an elderly, very unwell man with a \$70,000+ lemon caravan that has been determined twice by an RTA inspector and other experts to be lethally dangerous and unsafe. In 2014 he took his case to NCAT and was told by the Member that as it was still under warranty he had to have it repaired. He was then coerced into withdrawing his case. I believe that this was an error in law but even though he knew that he was unable to even quote the ACL, being interrupted by the Member.

He then had a heart attack after arguing with the repairers. Then open heart surgery and coronary artery bypass x 4. He only just become well enough to even think about another attempt at a refund in May 2017. He cannot use the caravan. All he wants to do is travel for the short time he probably has left. He is a pensioner with no money to repair the caravan himself. It has been in for repairs 15 times I believe and is still dangerous.

During the pre-hearing phase the Tribunal Member spent time admonishing the consumer for not having his paperwork in order, for the expert reports not to be in the proper format and for appearing in the media last week even though he didn't name the brand. She had in front of her a medical certificate from his doctor saying he was suffering extreme anxiety and distress. I stated that I was there for emotional support as much as anything else and that in a distressed state he could lose his way. I said I knew his case well and could assist. He also had his wife and son with him but he wanted me there as he had confidence I knew the ACL and his rights and would try to speak out.

The Member asked what purpose I had there and I stated that I knew the ACL very well as well as for emotional support. She then remarked that if I was only there to lecture her on the ACL then my presence wasn't warranted. I replied that I was sorry she inferred this from my remarks. I believe that this is the reason she denied me being his McKenzie friend.

There was no choice but to ask for an adjournment as it was clear she was going to give little weight to the expert evidence because they weren't there to be cross examined. At this point The consumer broke down and started ranting and crying. He was in a highly distressed state. The Member asked if she should call an ambulance. She gave him a 5 minute adjournment to collect himself after his family said they would calm him down.

This was reminiscent of the first hearing when he was told he had to accept repairs. The Member wouldn't even let him cite the ACL. This happened again with the current Member. She said that she couldn't even get to the ACL until everything had been satisfied under the NSW Fair Trading Act.

Later, after I had left the hearing the Member allegedly told The consumer “don’t expect new for old” ie don’t expect a full refund.

The Tribunal Member was aggressive and officious. She stated that it was a court and had to be run as such. She reduced an elderly, sick man to a complete breakdown yet again, unnecessarily. She had discretion for compassion and didn’t use it.

She also kept stating that the respondent had the right to inspect the caravan. She made out that they had been denied this right but didn’t allow The consumer to tell her that they had not asked for an inspection. The consumer stated that they had the caravan for repairs for months but she said this is not the same as having it for an inspection and expert report.

So in spite of the respondents having no evidence at all, she made it clear that it was dubious as to what weight she would put on the 5 expert reports that the consumer tendered as evidence because they didn’t state the qualifications of the reporter (although the RTA inspector put his authority numbers on the reports), thus making it clear that an adjournment was the only course of action.

She advised both parties to get legal advice. Easy to say, hard to achieve if you have no money. NCAT is supposed to be informal, cheap and quick. The reality couldn’t be further from the truth.

I am telling you this because all consumer affairs staff flippantly say ‘get legal advice’ or that consumers will need to take their matter to court because consumer affairs can do nothing. The reality of this lack of support by enforcement agencies is horrendous, stressful, time consuming and often impossible. The consumer detriment is in the millions of dollars due to the high cost of these consumer products. Add to that the industry is thumbing its nose at regulators and getting away with multiple breaches and something desperately needs to be done.

I fear that even with the changes to the ACL nothing will really change if a supplier simply says no to a refund and forces a consumer to have to take legal action. Enforcement of the ACL should not be up to the consumer, it should be up to enforcement agencies.

The consumer is now forced to re-paginate and recopy his hundreds of pages of evidence, a cost he cannot afford. He has to contact all his experts and get them to reformat their reports. He has to pay for them to go to the Tribunal to be cross examined or if by phone still pay for their time. He now needs a lawyer but can’t afford one. His heart is not up to it. This could kill him. Yet he has no choice because he can’t use the caravan and can’t pay the quoted \$43,000 for proper repairs. He is stuck and this is causing him ongoing severe distress and affecting his health.

This is only one case of many like it. The entire system is failing lemon RV owners and the consumer detriment is not just financial but physical and emotional.

This is the on the ground reality for most lemon RV owners, myself included.

### **Case Study Five**

My case.

My husband and I purchased a 2014 Lotus Caravans 10th Anniversary Edition Frelander in February 2015 for \$72990. We had friends who owned a similar van and they were very happy with it. We had seen Lotus Caravans in caravan shows and looked at a second hand model and decided that we loved the look of the caravan. We were also assured by the brochure that claimed high quality craftsmanship and quality assurance at every stage of manufacture.

We purchased the caravan based on plans and photos, as the van was located on the Sunshine Coast and we were in Rockhampton. We picked it up, were given a handover, but not offered any time to mechanically inspect the

van. We were assured that both the manufacturer and the dealer had completed full pre delivery checks of the caravan and it was in perfect condition.

Within two hours of taking delivery the caravan started showing defects. The first problem we had was the left rear wheel being excessively hot. We were told by the service manager that the heat was being caused by the brakes bedding in and not to worry, it will sort itself out over time. He assured us it was safe to continue driving and would not do any permanent damage. This seemed to be the case until a few months later someone told us our brakes were squealing. We then noticed that the brake drum had been badly heat affected.

We had to take it to two places for repair because the first quote was rejected. The second repairer found that brake wheel drum was not round and apparently causing intense heat in the wheel. This was replaced and the caravan was serviced. It cost us 2 days accommodation and a lot of inconvenience, packing and unpacking, hitching and unhitching a number of times to get quotes and repairs. All of this while my husband was working 11 days on and 3 days off.

After a drive to far North Queensland late last year the brakes were once again squealing and overheated. We took the caravan to another brake specialist. He replaced or repaired every mechanical component of the brakes and replaced the cheap Chinese wheel bearings that could have caused serious issues while off roading. We test drove it and the drums over heated again. He backed off the brakes and still they over heated. His assessment now is that it must be an electrical fault causing the over heating as everything mechanical has been done to repair the brakes. This is now the third time the brakes have been repaired and they are still faulty.

This means that the caravan right now is not safe or legal to tow and is parked at a friend's place. As this was our temporary home, it caused immense inconvenience to us.

The second safety related defect is the left hand indicator. This also occurred the first day of delivery but we only found out when we tried to relocate the caravan for the first time after our initial trip. It blows fuses in the caravan whilst travelling. It doesn't blow fuses while stationary. The consensus assessment is that a wire is moving within the wall and is intermittently touching something to short it. We have a quote that to fix the indicator will require removing the outer panelling of the caravan and will take about 26 hours of labour plus parts. We have had 5 separate professional opinions on this defect alone, all corroborating this assessment. Yet both Lotus Caravans and Caravan World claim it is a minor defect and can be fixed without taking the panels off. It would seem that they are not interested in where the short is, which is potentially dangerous. They would be happy just to run a new wire underneath the van as a patch. This is not a repair.

My husband rigged up a temporary indicator so that we were still roadworthy. Without the temporary indicator the caravan was not roadworthy. This was on top of about 30 other minor defects which arose, including having no hot water for our first shower in the ensuite. These defects were proof that the caravan was not quality controlled at every stage, as claimed in the brochure, or given a final inspection by either Lotus Caravans, the manufacturer, or had a pre delivery check by Caravan World.

We were not happy that our brand new caravan needed to be taken apart to repair and so decided it was time to ask for a refund. We have been trying to negotiate a refund for the caravan with the dealer since August 2015. This of course has not been forthcoming because they know that we need to take them to court to get it and at a quoted cost of legal fees of possibly as much as the caravan is worth, this of course will not happen. Even a simple letter of demand was quoted to us at \$1650.

The Queensland Office of Fair Trading have to date been unable to conciliate a refund with the dealer just stonewalling and claiming all defects are minor. It has been escalated to the highest level of QOFT and still no resolution. I had previously reported this matter to the ACCC without success, and so submitted another report in

January 2016.

The third major safety related defect is that the caravan is 95kg over the Tare weight stated on the compliance plate. The stated Tare is 2600kg and the actual Tare is 2700kg (less 5kgs that was accidentally left in the van at the time of weighing). The ATM is 3000kg leaving only a payload of 305kg. Our caravan is fitted with two 95L water tanks (190kg), hot water tank of about 15L (15kg), a generator box for a generator (45kg), two x 9kg gas cylinders (18kg), space for two 20L gerry cans (40kg) and a tunnel boot to store essential tools and other items such as awnings (approx. 10kg tools, 20kg awning). When all that is loaded it weighs around 340 kgs.

This means that without putting any personal effects or food into the caravan it is over weight. The Tare weight is a measured weight yet we believe that Lotus Caravans are averaging the weight as we know other owners of similar caravans have exactly the same Tare weight listed. They claim to weigh every caravan but evidence suggests that they don't. Most Lotus Caravan owners report that when they take their caravan over a weigh bridge the weight is not as listed on the compliance plate. Often owners get a shock when they are severely overloaded and the only thing to do is to dump the water. This is a very serious issue, not only for legal towing requirements but also falsifying compliance plates. The compliance plates that they use also don't have the minimum legally required tyre information under VSB-1.

The fourth major safety defect is that we have a report from the Queensland Electrical Safety Office that the electrical wiring is not compliant to Australian Standards 3000 and 3001. The 12V and 240V systems are not segregated. There is a plate inside the caravan with the 240V hot water switch and the 12V water pump. Taking that out and looking behind it the wires are not segregated and cross over each other. My husband is an electrical linesman and he said that had the potential to energise the whole 12V system to 240V which could be fatal. We know of at least two other owners with the same configuration in caravans manufactured a year after ours, so it would seem to be a standard practice.

There are also possible non compliances, which were also detected by Energy Safe Victoria (report attached). The wiring is also not shielded from heat as it is right next to the outer aluminium skin without any additional insulation. That skin gets so hot it cannot be touched. Under Australian Design Rules the wiring has to be protected from heat and chafing. It also needs to be fixed at intervals of no less than 600mm. Behind the fridge the wiring hangs free for over 900mm.

We have now been informed that there are also breaches to the Australian Standards for gas installations, with the fridge installed incorrectly and the external bayonet fitting not compliant.

In my view, any breach of Australian Standards is an offence under s. 106 of the ACL. I would also argue that as these are safety standards there is an assumption that it is also proof that the caravan is unsafe, which is a major defect. Given this, you would think that the next step would be a fait accomplis. Regulators would investigate and prosecute. We would get our refund as we have been fighting for.

Sadly this has not been the reality.

Even worse, the manufacturer is now suing me for injurious falsehood and defamation for telling the truth about my caravan and their company. In a recent court document their solicitor's stated:

"The defendant was not legally entitled to:

(i) A refund of the full purchase price of the Caravan, as, amongst other things:

i. some of the alleged defects did not exist at the time of sale and/or the defendant (and/or her husband and agents) were the cause of the damage through their abnormal use and/or failure to take reasonable steps to



prevent the Caravan from becoming of unacceptable quality, and/or the consumers examination upon pick-up of the Caravan ought to have revealed some of the issues which are now complained about;

ii. there was and is no major failure with the Caravan, noting that:

1. a reasonable consumer (this being an objective test) would expect teething problems and some level of minor repairable defects, even in a new vehicle (see eg. Australia Rong Hua Fu Pty Ltd v Ateco Automotive Pty Ltd (Civil Claims) [2015] VCAT 756 [31]-[32]);
2. there were and are no defects which could not have easily have been remedied within a reasonable time, if the defendant had given either the supplier or manufacturer the opportunity to repair the Caravan (whether themselves, or through an appropriate repairer closer to the location of the Caravan); and
3. none of the alleged breaches caused the vehicle to be "unsafe".

It is clear that either the solicitors do not understand the ACL or choose to mislead their client as to his obligations under the ACL. No reasonable consumer would purchase a \$73 000 caravan with over 30 defects and that isn't compliant to Australian Standards.

## **CONCLUSION**

In conclusion, there are significant similarities between the NCRM and the NRVRM, particularly in the area of consumer guarantees and the lack of ability of consumers to enforce their rights. My hope in providing this submission is that the ACCC will respond similarly to the NRVRM with any recommendations that arise from this market study. It is a significant market sector, there is immeasurable consumer detriment and the market is not functioning as it should be.

### **Attachments:**

Lotus Caravans Warranty

Billabong Warranty

JB Warranty

National Warranty's Terms and Conditions



## WARRANTY

### Lotus Caravans Pty Ltd

17 Cooper Street Campbellfield 3061  
Tel: (03) 9305 3907 Fax: (03) 9305 1579  
warranty@lotuscaravans.com.au  
ABN 46 107 586 229

Subject to the terms and conditions below, Lotus Caravans Pty Ltd (ABN 46 107 586 229) ("Lotus Caravans") warrants the original purchaser ("Purchaser") that for a period of one (1) year from the date of the first purchase ("Warranty Period"), any items of the caravan, camper or mobile home ("Caravan") that are of Lotus Caravans' manufacture, will be free from defects in material and workmanship under normal use.

If a defect covered by this Warranty appears, Lotus Caravans will, in its sole discretion, either repair or replace the item without charge for parts and labour incurred in that rectification.

Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods. Lotus Caravans reserves the right to make improvements or product changes or both, and is not obliged to provide original manufactured products for Warranty purposes. Where appropriate, a superseded original product will be replaced with a currently available product.

### WARRANTY CLAIM

If work under this Warranty is required, the Purchaser should immediately contact the nearest authorised Lotus Caravans dealership, or Lotus Caravans at the address listed above. Lotus Caravans will not normally reimburse costs of repairs performed by outside companies without the prior written consent of Lotus Caravans.

Any Warranty claim must be accompanied by:

- (a) proof of purchase
- (b) details of the Caravan (such as chassis number);
- (c) full details of the alleged defect; and
- (d) appropriate documentation (such as historical and maintenance records).

If requested, the Purchaser must provide photos of the alleged defect or allow Lotus Caravans or an authorised Lotus Caravans dealership to obtain photographs of the alleged defect.

The Purchaser must make the Caravan available to Lotus Caravans or the authorised Lotus Caravans dealership for inspection and testing. If such inspection and testing finds no defect in the Caravan, the Purchaser must pay Lotus Caravans' usual costs of service work, evaluation and testing.

The Purchaser must bear the cost of the transport of the Caravan to and from Lotus Caravans or the authorised Lotus Caravans dealership, and all insurance of the Caravan.

If the Purchaser makes a claim under this Warranty and has not completed and sent the Warranty Registration Certificate below to Lotus within 7 days from the date of purchase, then the repairs or handling of that claim may be delayed.

### EXCLUSIONS

This Warranty does not cover the following:

- Chassis, brakes or tyres. For any claim on these items please refer to the relevant manufacturer;
- Other items not manufactured by Lotus Caravans, including appliances such as refrigerators, stoves, microwaves ovens, freezers, air conditioners, radios or radio/cassettes, televisions or other options which may be covered by the respective manufacturer or supplier of that item. Removal or re-installation costs of such items to enable repairs under that warranty are the responsibility of the Purchaser. Please refer to local agency for service;
- Defects resulting from overloading, misuse, negligence, accident or other cause beyond the direct control of Lotus Caravans;
- Defects resulting from the modification, fitting or installation of any accessories or options such as air conditioners, annexes or other items after the Caravan has left the premises of Lotus Caravans;
- Any rectification, modification or other work required due to alterations in local, State or Federal legislation, which occurs after manufacture of the Caravan;





- Any consequential damages or repair work necessitated due to the continued usage or towing after a defect has or should have become apparent to the Purchaser or user;
- Deterioration due to exposure or damage due to normal wear and tear, natural causes or resulting from subjecting the Caravan to abnormal conditions, including environment, temperature, water, fire, humidity, pressure, stress or similar;
- Defects resulting from the Purchaser's failure to properly use, operate and maintain the Caravan in accordance with Lotus Caravans' instructions, recommendations or specifications including applicable maintenance schedules; *none are provided.*
- Defects resulting from the use of unauthorised parts or accessories on or in relation to the Caravan;
- Defects resulting from use of the Caravan other than for the purpose for which it was designed;
- Water damage caused by creek crossings, flooding and other similar conditions;
- Damage or defects caused by excessive speed, hard impact or use of the Caravan in unsuitable 4WD or off-road applications;
- Shrinkage, fading, punctures or tears to fabric items such as soft furnishings, mattresses and upholstery;
- Damage to surfaces and seals caused by after-treatments such as coatings, protectants and sealants; or
- normal service and maintenance items. It is the responsibility and obligation of the Purchaser to service and maintain the Caravan in a safe and roadworthy condition. Failure to do so may void this warranty.

Please note that any claim under this Warranty must be notified to Lotus Caravans within a reasonable time (and in any event no more than 30 days) after the Purchaser first noticed or ought reasonably to have noticed the issue or defect. If Lotus Caravans is not notified of the claim within a reasonable time of the Purchaser first noticing the issue or defect, Lotus Caravans may in its absolute discretion deny the claim and Lotus Caravans then has no liability under this Warranty.

Rental, hire or commercial use of the Caravan will void this Warranty.

It is a term of this Warranty, that when works are completed under this Warranty, the Purchaser will limit any concerns they have about such works to Lotus Caravans only. The Purchaser also agrees to take no action which is intended, or would reasonably be expected, to harm the reputation of Lotus Caravans; or would reasonably be expected to lead to unwanted or unfavourable publicity to Lotus Caravans.

#### LIMITATIONS

Lotus Caravans makes no express warranties or representations other than set out in this Warranty. Lotus Caravans does not authorise any dealer, agent or representative to assume for it any responsibility or obligation, whether expressed or implied, verbally or in writing, except to refer to this Warranty.

The repair or replacement of the Caravan or defective part of the Caravan is the absolute limit of Lotus Caravans' liability under this express Warranty.

#### OTHER LAWS

The above Warranty is in addition to all other rights provided to the Purchaser under Australian State and Federal legislation that cannot be excluded. Nothing in this warranty is to be interpreted as excluding, restricting or modifying any State or Federal legislation applicable to the supply of goods and services which cannot be excluded, restricted or modified.

*Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for 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.*



## TERMS AND CONDITIONS

1. Billabong Custom Caravans Pty Ltd ABN 46 987 686 929 warrants the Original Purchaser against workmanship defects of Items of our Manufacture for the Warranty Term of 12 Months. Failure due to defects of our Manufacture which occur during this Term may at our absolute discretion be replaced at no cost to the Purchaser.
2. The total limit claimable during the Warranty Term is up to the Original Purchase Price of the Caravan as stated on the original tax invoice.
3. **Materials and Components** used in the construction of the Caravan are warranted by the Manufacturer or Supplier of these materials against defects for a **Term of 12 Months** from date of delivery. This includes but is not limited to construction materials, sealants, glues, brakes, chassis, suspension or other items used in the construction of the Caravan. **Appliances and/or Electrical Equipment** fitted by Billabong Caravans are warranted for the term offered by the Manufacturer or Supplier of these Items. This includes, but not limited to refrigerator, freezer, air conditioning, television, awning or any other Appliance and/or Equipment fitted. Cost associated with the removal and refitment of these Items for purpose of repair is the Purchaser's responsibility.
4. Any modification to the caravan other than by Billabong Caravans or without their express written permission will void this Warranty.
5. This warranty does not cover failure due to any of the following:
  - continual use in areas of extreme climatic or corrosive conditions;
  - consequential damage;
  - normal wear and tear commensurate with age and kilometres the Van has travelled;
  - deterioration or fading of paint, curtains, seats, soft trim;
  - damage caused by towing with incorrect tyre pressure;
  - overloading;
  - use of incorrect towing equipment;
  - water submersion;
  - accident damage;
  - off-road use;
  - misuse;
  - negligence;
  - owner abuse;
  - incorrect electricity, gas or water supply;
  - damage due to continued usage or towing after any defect has occurred which should have become apparent to the Purchaser or user of the caravan.

It is the responsibility and obligation of the Purchaser to notify the Administrator, immediately a fault becomes apparent.

6. Claims  
In the event of a claim, please contact  
Billabong Caravans Pty Ltd  
Tel: 1300 361 361  
Fax: (03) 9499 1551  
Email: [caravans@billabong.com.au](mailto:caravans@billabong.com.au)  
or write to  
Billabong Caravans Pty Ltd  
1551 South Road

Prior to purchase, please read the terms and conditions of the warranty. Any failure due to defects of our manufacture which occur during this term may at our absolute discretion be replaced at no cost to the purchaser.

In the event of a claim, please contact  
Billabong Caravans Pty Ltd  
Tel: 1300 361 361  
Fax: (03) 9499 1551  
Email: [caravans@billabong.com.au](mailto:caravans@billabong.com.au)  
or write to  
Billabong Caravans Pty Ltd  
1551 South Road





# **JB Caravans**

## **Warranty, Care & Service Handbook**

DEAR VALUED CUSTOMER

Congratulations on the Purchase of your new JB Caravan. You now have the opportunity to protect your investment from unforeseen failure of certain items with our Warranty. In order to maintain and gain the full benefits, we ask that you read this Warranty booklet prior to first using your JB Caravan or, if needed, completing a claim. This Warranty is not an Insurance Policy. Please contact JB Caravans with any enquiries.



**JB Caravans**

JB Caravans Pty Ltd

Ph: (03) 9308 0398

Fax: (03) 9308 9698

Warranty Dept: 0451 095 661

1789-1791 Sydney Rd

Campbellfield, Vic, 3061

ABN: 94 153 020 047

Web: [www.jbcaravans.com.au](http://www.jbcaravans.com.au) Email:

[warranty@jbcaravans.com.au](mailto:warranty@jbcaravans.com.au)



**DECLARATION BY THE PURCHASER:**

I/We confirm that I/we have received, read, understand and agree to the terms and conditions of this Warranty outlined in this booklet and **in particular I/we are aware of and note the Service Requirements**. I/we certify that answers not in handwriting have been checked by me and are correct.

Signature:

Date:

**INSPECTION DECLARATION BY THE PURCHASER**

I/we confirm that the Dealer has provided us with and explained all the necessary handover information regarding the Caravan, I/we have inspected the Caravan and I/we are satisfied that the Caravan is of sound quality and is free from defects in material and workmanship.

Signature:

Date:

**DECLARATION BY THE DEALER:**

I hereby confirm that the Caravan described has been delivered in a roadworthy condition and in accordance with the relevant Federal and State Legislation.

**Selling Dealer or Broker**

Signature:

Date:

**HANDOVER DECLARATION BY THE DEALER**

I confirm that I have provided the Purchaser with and explained all the necessary handover information regarding the Caravan.

Signature:

JB Caravans warrants that, subject to the terms and conditions in this Warranty Handbook, all parts of our manufacture and assembly of the Caravan will be free from defects in workmanship for a period of 3 years from the date of retail purchase. Subject to the terms and conditions in this Warranty, any defects in the original material or manufacture will be corrected for the original purchaser without charge for parts and labour incurred in that rectification.



**JB Caravans**

## Warranty

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law (ACL). 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.

Subject to the terms and conditions below, JB Caravans warrants that for a period of three years from the date of first retail purchase ("Warranty Term"), any items of the Caravan that are of JB Caravans' manufacture will be free from defects in material and workmanship under normal use.

## Warranty Process

1. If work under this Warranty is required, the Purchaser should immediately contact the nearest authorised JB Caravans dealership, or JB Caravans at the address listed on the third page of this booklet. JB Caravans will not reimburse costs of repairs performed by other companies without prior written consent and approval from JB Caravans.
2. Any Warranty claim must be accompanied by:
  - proof of purchase;
  - full details of the alleged defect;
  - appropriate documentation (such as historical, graphic data and maintenance records).
3. The Purchaser must make the Caravan available to JB Caravans or the authorised JB Caravans dealership at the nominated repair agents and/or dealership yard for inspection and testing. If such inspection and testing finds no defect in the Caravan, the Purchaser must pay JB Caravans' or the Dealers' usual costs of inspection and testing.
4. If the inspection and testing reveals defects in the Caravan, our Claims Department will refer you to an approved repairer for assessment. If the claim is approved, our Claims Department may authorise the repair and issue an authorisation number to the approved repairer. Any claim for repairs carried out without prior authorisation will be denied under this Warranty.
5. In the event that the Purchaser may have to lodge a claim
6. under this Warranty, it is possible that the repairs or the handling of such claim may be delayed if the details on the Warranty Registration Certificate are not completed and forwarded to JB Caravans within 14 (fourteen) days of purchase.

## Terms and Conditions

1. Subject to the terms and conditions of this Warranty, the Selling Dealer may, at its absolute discretion, advise our Claims Department to consider a request from the Purchaser to repair or replace any damaged parts which are covered under this Warranty. Any claim must be made by the Purchaser during the Warranty Term. It is the responsibility and obligation of the Purchaser to notify our Claims Department immediately when a fault becomes apparent.
2. Benefits conferred by this Warranty on the Purchaser are in addition to any other rights and remedies available under the Australian Consumer Law (ACL).
3. This Warranty covers the original Caravan only. This only

includes the following items:

- General plumbing;
  - General electrical wiring and fitting;
  - Furniture;
  - Exterior cladding; and
  - The chassis.
4. This Warranty does not cover the following items:
    - Brakes or tyres. For any claim please refer to the manufacturer;
    - Other items not manufactured by JB Caravans including without limitation appliances, refrigerators, stoves, microwave ovens, freezers, air conditioners, radio or radio/cassette/DVDs, televisions or other options, which may be covered by the respective manufacturer or supplier of that item. Removal and re-installation costs of such items to enable repair under their warranty are the responsibility of the Purchaser. Please contact the relevant manufacturer or supplier;
    - Defects resulting from overloading, misuse, negligence, accident or any other cause beyond the control of JB Caravans;
    - Any rectification, modification or other work required due to alterations in Local, State or Federal legislation, or due to any other reason, which occurs after manufacture of the Caravan;

- Any consequential damages or repair work necessitated due to the continued usage or towing after a defect has, or should have become apparent to the Purchaser;
- Defects resulting from the Purchaser's failure to properly use, operate or maintain the Caravan in accordance with JB Caravans' instructions, recommendations or specifications including environment, temperature, water, fire, humidity, pressure, stress or similar;
- Defects resulting from a failure to service the Caravan in accordance with the Service Requirements contained in this booklet;
- Defects resulting from circumstances that would have been avoided if the Pre-travel Checklist contained in this booklet had been followed;
- Defects resulting from using unauthorised parts or accessories on or in relation to the Caravan;
- Defects resulting from using the Caravan other than for the purpose for which it was designed;
- Defects resulting from the Purchaser's failure to follow the Caravan Care procedures set out in this booklet;
- Water and other damage caused by creek crossings, flooding and other similar conditions;
- Damage or defects caused by excessive speed, hard impact or use of the Caravan in unsuitable 4WD or off-road conditions;
- Shrinking, fading, punctures or tears to fabric items such as soft furnishings, mattresses and upholstery;
- Damage to surfaces and seals caused by after-treatments such as coatings, protectants and sealants;
- Normal wear and tear, deterioration due to exposure or damage due to natural causes;
- This Warranty is only provided to the original Purchaser of the Caravan. This Warranty is void if the Caravan has been leased, hired or loaned or is used on commercial applications;
- Any towing with an incorrect weight distribution or incorrect towing equipment; and
- Accidental damage.

5. The Purchaser must bear the cost of transport of the Caravan

to and from JB Caravans or the authorised JB Caravans dealership, and all insurance of the Caravan. This includes any fees for maintenance service, consumables, removal and refitting of appliances, towing fees or travelling time which may be required by a repairer to perform warranty repairs.

6. JB Caravans or the Selling Dealer will not be liable for the disrupted travel plans, accommodation or other associated costs whilst repairs are carried out to the Caravan in the event of an authorised claim. It is the Purchaser's responsibility to deliver the Caravan to an authorised repairer on the event of a claim on this Warranty.

#### Service Requirements

7. In order to maintain this Warranty at all times, the Purchaser must adhere to the Maintenance Service Schedule in this booklet. Service coupons in the rear of this booklet are to be completed at each scheduled service. Failure to adhere to these requirements will void this Warranty .
8. The repair or replacement of the Caravan or defective part is the absolute limit of JB Caravans' liability under this Warranty .

#### Dispute Resolution

9. Should a dispute arise concerning either the Warranty or a claim, the Purchaser may choose to refer to our internal Disputes Panel for determination and you will receive a response within 15 working days of receiving your correspondence.
10. Replacement parts are not required to be identical to the original, these replacements may be similar, and will be determined by the manufacturer/repairer/ availability.

## Pre-Travel Checklist

#### Interior

- Roof hatches closed and locked.
- Cupboards and drawers securely closed.
- Windows closed and locked.
- Shower door secured.

- Secure all appliances.
  - TV off bracket and stowed securely.
  - Refrigerator packed securely — door locked.
  - Fire extinguisher fitted and locked.
- Gas and gas bottle turned off — Gas cooker locked and stove top lid secured.

#### Exterior

- Tyres — check pressure and adjust.
- Brakes checked and adjusted.
- Check whether wheel nuts are present and tight.
- Water tank filled.
- Lights operating correctly.
- Wheel bearings checked.
- Remove jockey wheel.
- Ball coupling securely locked in position.
- Doors locked — steps raised.
- Jacks and supports raised.
- Release handbrake — remove wheel chocks.
- Safety chains secured.
- Adjust towing mirrors.
- External boot locked.
- Electric extension between car and van attached and checked.
- 240v electrical lead disconnected.
- Front and rear (if any) protector shades securely locked down.
- Anode on water heater checked (if fitted).

## Caravan Care

- Check on your fluid levels. This includes your LP gas tanks, grey water tanks, black water tanks and battery acid level.
- Clean vinyl cover with mild soapy solution and warm water, and rinse with fresh clean water.
- Lubricate hardware with silicone spray (or similar). Do not use grease or similar product as this attracts dust and dirt, etc.
- Clean the outside of the van and apply a good quality automotive polish. In addition to maintaining the quality of the outside exterior of the caravan, the polish will help protect the paint and prevent it fading.
- Beware the use of pressure washers. These are often powerful and can direct spray under trim and damage bodywork, stickers and seals.
- Because your caravan often stands in one place for a long period of time, this can cause your tyres to have flat spots and they will have a tendency to crack. Keeping the wheels regularly turned, placing on tyre-saving devices or lifting off the ground helps to cut down the cracking process.
- Check your fire extinguisher charge regularly (at least annually). Smoke alarms and carbon monoxide batteries should be checked every three months and replaced at least annually.
- When camping near the beach or ocean remember to wash your caravan and wheel rims regularly with a mild detergent to prevent corrosion and rust.

### Maintenance Service Schedule

First service is to be completed at 1000km with consecutive services to be completed at 10,000km or 12 months from the date of purchase. This Service must be carried out at your Selling Dealer or any authorised Service Agent.

Phone JB Caravans for an authorised Service Agent on (03) 9308 0398 or 0451 095 881.

## FAILURE TO COMPLY WITH THE MAINTENANCE SERVICE SCHEDULE WILL VOID THIS WARRANTY .

The Service Agent will undertake the following steps at the Maintenance Service:

1. Check alignment of doors and windows, adjust if necessary.
2. Check operation of step, adjust if necessary.
3. Visual inspection for water leaks.
4. Visual inspection of sealant/silicone, if signs of nonadhesion or deterioration are evident, reapply or replace.
5. Clean, check and repack wheel bearings.
6. Check condition of brake assemblies.
7. Adjust brake shoes and park brake.
8. Check wheel alignment and tension wheel nuts.
9. Check tyre pressure.
10. Check and tighten all suspension and pivot points.
11. Under-carriage visual inspection and report on any defects.
12. Ensure electrical wiring is secure and routed correctly.
13. Ensure gas and plumbing lines are secured.
14. Lubricated stabilisers and coupling.
15. Check all lights.



- 16. Check operation of awning and coupling.
- 17. Check operation of appliances and equipment.
- 18. Pressure test gas system.
- 19. Check battery terminals and acid levels.
- 20. Lubricated locks, hinges and clean vents.
- 21. Check and adjust cupboard locks and catches.

**The cost of this service, including consumable items, is the responsibility of the Purchaser and must be paid direct to the Service Agent**

<b>First Service</b> 1000km or 3	Date	Repairer Stamp

<b>Second Service</b> 10,000km or 12	Date	Repairer Stamp

<b>Third Service</b>  20,000km or 24 months	Date	Repairer Stamp

<b>Fourth Service</b> 30,000km or 36	Date	Repairer Stamp

<b>Fifth Service</b>  40,000km or 48 months	Date	Repairer Stamp

## Privacy Act - Notification Statement

In the course of business and in administering this Warranty program, JB Caravans (“we”, “our”, “us”) may collect personal information from you, including your name and contact details. In doing so, JB Caravans complies with the Australian Privacy Principles (“APPS”) in the Privacy Act.

JB Caravans’ Privacy Policy details why we collect this personal information, who we may disclose it to (including whether we are likely to disclose it to overseas recipients), and the main consequences (if any) if we do not collect your personal information. Our Privacy Policy also contains information about how you may seek access to, or correction of, the personal information held about you, and our complaint resolution procedures.

Our Privacy Policy is available at [www.jbcaravans.com.au](http://www.jbcaravans.com.au)

**JB Caravans Pty Ltd**

Ph: (03) 9308 0398

Fax: (03) 9308 9698

Warranty Dept: 0451 095 661

1789-1791 Sydney Rd Campbellfield Vic, 3061

ABN: 94 153 020 047

Web: [www.jbcaravans.com.au](http://www.jbcaravans.com.au)

Email: [warranty@jbcaravans.com.au](mailto:warranty@jbcaravans.com.au)

JB Caravans trusts that you will enjoy many trouble free kilometres of touring. If however, you need to make a claim please follow the Warranty claims procedure set out in this booklet.

Please complete the Warranty Registration Certificate below and return it to JB Caravans at the address below.

### Warranty Registration Certificate

#### PURCHASER DETAILS

Mr/Mrs/Ms .....

Name .....

Address.....

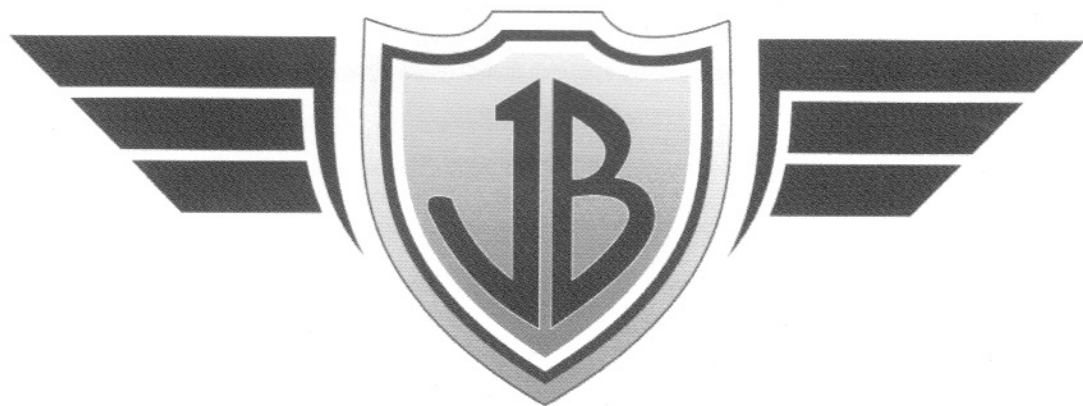
Suburb:..... State:..... Postcode:.....

Telephone (BH)..... (AH)..... (Mobile).....

Model of Caravan .....

Chassis No.....VIN No.....

Purchased From..... Date of Purchase.....



**JB Caravans**

*Just Brilliant*

[www.jbcaravans.com.au](http://www.jbcaravans.com.au)

# Caravan Warranty Terms & Conditions

Congratulations on the purchase of your Caravan and for choosing the Caravan Warranty to protect your Caravan in the event of a sudden or unforeseen Failure of listed Covered Components.

The Warranty comprises of the Terms and Conditions set out in this document and the completed Customer Contract & Declaration.

You are required to sign the Customer Contract & Declaration to acknowledge that you agree and fully understand the Terms and Conditions of the Warranty.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for 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.

The benefits offered by this Warranty are in addition to any warranties and guarantees under the Competition and Consumer Act 2010 (Australian Consumer Law) and State and Territory legislation. This Warranty is an additional warranty and its terms differ from the guarantees you have under those laws.

**This Warranty Contract is issued by us, your Dealer, in relation to your Caravan and administered by NWC on our behalf.**

Please read this document for full Terms and Conditions, Covered Components, Financial Limits and Exclusions.

Before you purchase this Warranty, it is important that you read this document fully so that you understand the Warranty you are considering. This will assist you in making an informed choice about whether or not you should purchase this Warranty. This Warranty Contract provides you with a limited warranty in relation to Failure of certain parts of your Caravan during the term of this Warranty. This document explains how the Warranty Contract operates.

Please note that certain words used in this document have a specific meaning, as set out in this document.

**Please also retain a copy of this document for your records.**

## 1. Definitions

For the purposes of the Warranty, the following words have specific meanings as set out below:

“**Additional Benefits**” these are benefits in addition to the rights and remedies available under the Australian Consumer Law.

“**Caravan**” means the Caravan described in the Customer Contract & Declaration.

“**Caravan Warranty**” and “**Warranty**” means this Warranty issued by the Dealer.

“**Consequential Loss**” means any damage caused to additional Caravan parts or components as a result of the initial failure of a Caravan part or component.

“**Covered Components**” means those Caravan components and parts listed in Section 3 of this document.

“**Customer Contract & Declaration**” means the Customer Contract & Declaration completed by you and us which sets out the particular details of your Warranty Contract.

“**Dealer**” means the Dealer named in the Customer Contract & Declaration.

“**Exclusions**” refers to parts or components of the Caravan which are not covered under this Warranty Contract. It also refers to situations or circumstances which will not be covered under this Warranty Contract. These are set out in Section 9.

“**Failure**” means the sudden and unforeseen failure of any Covered Component to perform the function for which it was designed, but does not include:

- any failure of the Covered Component due to Normal Wear & Tear, normal deterioration, negligence; or
- any failure of Caravan components/parts that have reached the end of the normal working life because of age or usage.

“**Financial Limits**” means the Financial Limits for claims relating to Covered Components as listed in Section 3 and Section 4.

“**Market Value**” is the trade value of the Caravan as detailed in the “Red Book”.

“**Manufacturer’s Warranty**” means any new Caravan warranty provided by the manufacturer of your Caravan.

“**Normal Wear & Tear**” means the gradual reduction in a component’s operating performance or ability to perform the functions for which it was designed, taking into account the Caravan’s age and kilometres travelled.

“**NWC**” refers to National Warranty Company which is the trading name of the Warranty Administrator.

“**Red Book**” is the Caravan valuation guide provided by Automated Data Services Pty Ltd and used by us to establish the Market Value of your Caravan.

“**Warranty Administrator**” means Davantage Group Pty Ltd ABN 35 161 967 166 trading as National Warranty Company who we have appointed as our contract and claims administrator.

“**Warranty Contract**” means this document and the completed Customer Contract & Declaration.

“**Warranty Cost**” means the amount payable by you to purchase the Warranty Contract for the Warranty Term.

“**Warranty Term**” means the period beginning on the date the Warranty Contract commences as shown on the Customer Contract & Declaration and ending on the date the Warranty Contract expires.

“**we**”, “**us**”, “**our**” means the Dealer.

“**you**”, “**your**” means the person named in the Customer Contract & Declaration as the purchaser and owner of the Caravan.

# Caravan Warranty Terms & Conditions

## 2. Terms and Conditions of the Warranty

- 2.1 The Warranty is provided to you by your Dealer as part of the contract of sale of the Caravan. Your Dealer is the issuer of the Warranty and has responsibility for payment of claims during the Warranty Term. The Warranty is not a contract of insurance, nor is your Dealer or NWC acting as an insurer. This Warranty Contract is also not associated with the manufacturer of your Caravan nor is it an extension of any warranties provided by the manufacturer of your Caravan. Finally, this Warranty Contract is not a repair or maintenance plan for your Caravan.
- 2.2 NWC has been appointed by your Dealer 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 have about this Warranty. NWC has full authority as agent of your Dealer 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 on the Warranty, you should contact NWC before contacting your Dealer.
- 2.3 You agree not to hold your Dealer financially responsible for any obligation to pay a Warranty claim if NWC has finalised its review of your claim and either paid the claim as administrator of the Warranty or provided notice to you that the claim does not come within the Warranty terms and will not be paid.
- 2.4 You must always contact NWC in the first instance to make a claim or query. If you wish to make a complaint about NWC's services or any decision NWC makes regarding a claim, you can contact NWC's Complaints Officer on 1800 888 760. NWC will acknowledge receipt of your complaint within ten (10) business days and attempt to resolve it within a further ten (10) business days. If you are still not satisfied with a decision made by NWC about your claim, you can contact your Dealer to have the decision reviewed. 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.
- 2.5 The commencement date of this Warranty will be the date of delivery of the Caravan, or immediately upon the expiry of any Manufacturer's Warranty or dealership statutory warranty period.
- 2.6 The Warranty Contract will end on the expiry of the Warranty Term shown on the Customer Contract & Declaration.
- 2.7 Your Dealer reserves the right to terminate the Warranty Contract before its expiration if you breach the Terms and Conditions of this Warranty. If your Dealer has a right to terminate the Warranty, NWC may exercise this right on behalf of your Dealer.
- 2.8 Your Dealer will validate the Warranty Contract by completing the Customer Contract & Declaration and Warranty Term that your Dealer is prepared to offer you.

- 2.9 Your Dealer will, in respect of the Failure of a Covered Component of the Caravan, pay the reasonable cost, up to the Financial Limits applicable, to repair the failed Covered Components commensurate with the Caravan's age subject always to the Terms and Conditions in this document. Claims are settled by the Warranty Administrator.
- 2.10 Repairs and/or replacement of the Caravan's components and parts specified in the Warranty will only occur where the Failure causes the damage. Your Dealer and any agent (including NWC) are not required to repair or authorise for repair a component that is worn but still serviceable and fit for use.
- 2.11 Your Dealer and any agent (including NWC) have no liability or responsibility for loss, damage, expenses or other liability you may incur as a result of any delays relating to the repair of your Caravan which is caused due to delays in obtaining parts and/or materials required.
- 2.12 As a precondition to a Warranty purchase, the Caravan must:
- have a minimum purchase price of the Caravan is \$5,000;
  - be in a roadworthy condition, structurally sound with appliances operational at the time of Warranty purchase; and
  - be registered with the relevant Government Department.

## 3. Covered Components

This Warranty covers the repair or replacement of a failure due to faulty workmanship by the Caravan Manufacturer. Your Dealer will select one of the following Warranty plans and Warranty Term that applies to your Caravan. The Financial Limits (inclusive of GST) are listed in the table below. All claims will be paid up to the limits as shown in this table and the total value of claims is not to exceed the Market Value of the Caravan at the time of the most recent claim. NWC will only pay to repair the Caravan to a condition consistent with its age and condition.

COVERED COMPONENTS & MAXIMUM CLAIM LIMITS	STANDARD	ULTIMATE
<b>CARAVAN</b>		
Caravan	\$2,500	\$10,000
<b>APPLIANCES COVER</b>		
Air Conditioning	\$750	\$1,250
Washing Machine	\$750	\$1,250
Refrigerator	\$750	\$1,250
Hot Water	\$750	\$1,250
Stove	\$750	\$1,250

Please Note: Appliance Cover only applies to appliances fitted by the Caravan Manufacturer or the Original Selling Dealer.

# Caravan Warranty Terms & Conditions

## 4. Additional Benefits

### 4.1 Transfer of Warranty

If you sell the Caravan, we may in our absolute discretion (but acting reasonably at all times), permit the transfer of your Warranty Contract to the new purchaser unless NWC reasonably considers that you have not complied with the provisions of the Warranty Contract.

In order to validate the transfer you must within seven (7) days of the sale of the Caravan, provide NWC with:

- A satisfactory inspection from an approved NWC repairer; and
- The transfer fee of \$100.00; and
- A completed Transfer of Ownership form which can be downloaded from [www.nwc.com.au](http://www.nwc.com.au) or by contacting NWC on 1800 888 760.

The Warranty cannot be transferred to another Caravan.

### 4.2 Ease of Claim Lodgement

In the event of a claim, simply contact NWC prior to the commencement of any repairs. It is not necessary to fill out any claims forms.

### 4.3 Speedy Claims Assessment

Claims are assessed during normal working hours within four (4) hours of NWC receiving a satisfactory report and quote for the repair.

### 4.4 No limit to the number of Claims

There is no limit to the number of claims made under the Warranty Contract during the Warranty Term.

### 4.5 Quality Guarantee

If your Caravan suffers a failure during the Warranty Term, any authorised repairs carried out under the Warranty Contract will be covered for the remaining Warranty Term.

## 5. Servicing Requirements

From the date your Warranty commences, you must comply with the following conditions. Failure to comply with these conditions may invalidate a claim.

**5.1 Servicing Requirements** - You must have the Caravan serviced in accordance with the Terms and Conditions of the Warranty by your Selling Dealer or any authorised service agent. Service intervals must not exceed 12 months from the date of purchase and must comply with the following maintenance service schedule:

- Check alignment of doors and windows, adjust if necessary.
- Check operation of pop top and step, adjust if necessary.
- Visual inspection for water leaks.
- Visual inspection of sealant/silicone, if signs of non-adhesion or deterioration are evident, reapply or replace.
- Clean, check and repack wheel bearings.
- Check condition of brake assemblies.
- Adjust brake shoes and park brake.
- Tension wheel nuts.
- Check tyre pressure and wear (alignment may be necessary).
- Check and tighten all suspension and pivot points.
- Under-carriage visual inspection and report on any defects.
- Ensure electrical wiring is secure and routed correctly.
- Ensure gas and plumbing lines are secured and routed correctly.
- Lubricate stabilisers and coupling.
- Check all lights.
- Check operation of awning (if fitted).
- Check operation of appliances and equipment.
- Pressure test gas system.
- Check battery terminals and acid levels.
- Lubricate locks, hinges and clean vents.
- Check and adjust cupboard locks and catches.

**Note:** the cost of this service is the responsibility of the Purchaser and must be paid direct to the service agent.

**5.2 Service Invoice Records** - To assist with prompt claims assessment please ensure you forward each service invoice (copy/original) to NWC detailing: the Caravan's registration number, your name and address, the work performed, and the Warranty Contract number. Service invoices can be uploaded direct to NWC via our website [www.nwc.com.au/home.html](http://www.nwc.com.au/home.html). Alternatively you can post or email the invoices to NWC (see Section 12). The processing of your claim may be delayed or declined if we do not have invoices detailing the service history of the Caravan.

**5.3 Road Worthiness** - You must take all reasonable care to maintain the roadworthy condition of the Caravan.

**5.4 Operation** - The Caravan must at all times be operated in accordance with the manufacturer's instructions and in a manner consistent with the Caravan's design and specifications.

**5.5 Minimise Damage** - You, or any other person in control of the Caravan, must take all reasonable precaution to minimise damage to the Caravan and/or the Caravan's components/parts when you or they suspect a Failure may have developed.

# Caravan Warranty Terms & Conditions

## 6. Taxation Implications

The taxes and charges that apply to the Warranty will be shown on the Customer Contract & Declaration issued by your Dealer. The Financial Limit for each Covered Component includes any GST payable for repairs and replacement.

## 7. Making a Claim

- 7.1 Read this Warranty document to find out if your claim may be covered.
- 7.2 Contact NWC on 1800 888 760 for the location of your nearest approved repairer.
- 7.3 The Warranty does not cover any repairs commenced without pre-approval from NWC. An authorisation number must be issued by NWC to the authorised repairer.
- 7.4 It is your responsibility to authorise and pay for any diagnosis necessary to determine if the problem falls within the terms of the Warranty. If the claim is authorised by NWC, the reasonable cost of the diagnosis will be included in the claim (up to the appropriate claim limit).
- 7.5 After the problem has been diagnosed, the authorised repairer will contact NWC, quoting your Warranty Contract number, a description of the problem, the repairs required, and the estimated cost of repairs. NWC will consider your claim and the information provided by the authorised repairer. NWC will consider repairing or replacing (or pay for the reasonable cost of) any Covered Components up to the Financial Limits stated in this document, and otherwise subject to the Exclusions, Terms and Conditions in this Warranty Contract.
- 7.6 Your Dealer reserves the right to inspect the Caravan prior to the authorisation of repairs. If an inspection is required, NWC, or a person appointed by NWC, may conduct the inspection on behalf of your Dealer.
- 7.7 If NWC authorises your claim, NWC will issue the authorised repairer with an authorisation number, which will allow the authorised repairer to commence repairs.

## 8. Ineligibility

- 8.1 You may be ineligible to make a claim, or NWC may decline a claim under the Warranty, if:
  - You fail to minimise damage to the Caravan by continuing to tow the Caravan when damage to the Caravan is suspected;
  - Repairs are commenced or carried out without the express authority of NWC;
  - You fail to provide proof of payment for services if required; or
  - You fail to comply with your Servicing Requirements under the Warranty as specified in Section 5.
- 8.2 If upon assessment of your claim, NWC discovers that you are in breach of your Servicing Requirements, you will be ineligible to claim for that specific repair or any faults whilst in breach of your Servicing Requirements.

If this should occur, you will be responsible for the repair cost yourself, however, you will still be able to use our extensive network of approved repairers to ensure an efficient and cost effective repair process.
- 8.3 Should you be in breach of your servicing obligations, in order to make claims under the Warranty in the future, you must submit to NWC a satisfactory inspection from an approved NWC repairer as evidence that the Caravan is in good working order. The repair/ inspection invoice date will be considered the "re-commencement" date for calculating servicing obligations for the remainder of the Warranty Term.
- 8.4 Any modification to the Caravan other than by the Manufacturer or without the Manufacturer's express permission will void this Warranty.

## 9. Exclusions

**We will not pay for repair or replacement in the following circumstances:**

**Any components NOT listed in Section 3;**

**Abuse** - Repair or replacement required due to misuse, neglect or abuse of the Caravan;

**Accident** - Damage attributed to impact or road traffic accident;

**Certain Uses** - Damage to, or repairs of, a Caravan that has been caused by exceeding the manufacturer's operating limitations;

**Consequential Loss** - Any Consequential Loss or damage of any kind;

**Continued Use** - Any repairs required as a result of the continued operation of the Caravan once a defect or fault has occurred;

**Damage caused by** - towing with incorrect tyre pressure, incorrect towing equipment, overloading or incorrect weight distribution, use of incorrect electricity, gas or water supply.

**Disrupted Plans** - Any disrupted travel plans, accommodation or other associated costs whilst repairs are carried out to the Caravan in the event of an authorised claim. It is your responsibility to deliver the Caravan to the Authorised Repairer in the event of a claim.



# Caravan Warranty Terms & Conditions

**Failure To Follow Servicing Requirements** - If you do not comply with the Servicing Requirements listed in Section 5;

**Failure of materials or components** used by the Caravan Manufacturer in the construction of the Caravan.

**Faults & Recalls** - Failure caused by faulty design (common faults) or any expense arising from, or due to, the recall of the Caravan by the manufacturer;

**Fire** - Repair or replacement for damage caused by fire;

**Modifications** - Any failure as a result of alteration or modification to the manufacturer's specifications;

**Negligence** - Any failure caused by negligence or misuse.

**Maintenance** - Any parts that would normally be regarded as adjustments, servicing and/or maintenance related items;

**Normal Wear & Tear** - Any component failure attributed to Normal Wear & Tear, or any components/parts that are replaced at the time of the repair, which have not actually failed;

**Personal Injury/Property Damage** - Any liability for death, bodily injury, or damage to property;

**Pre-existing Defects** - Defects existing at the time the Warranty came into effect;

**Rust/Contamination** - Failure caused by rust or corrosion of any kind;

**Submersion** - Caravans that have been submersed in water;

**Theft** - The Warranty does not cover against theft;

**Unauthorised Repairs** - Any claims where you have not contacted NWC prior to the commencement of any repairs where NWC has not issued a work authorisation number.

## 10. Cancellation

**10.1** You may cancel your Warranty Contract at any time by writing to NWC.

**10.2** We may cancel the Warranty Contract if you, or a person acting on your behalf, provide a false or misleading statement or information in relation to a claim.

## 11. Your Privacy Rights

NWC is committed to protecting your privacy. NWC only uses the personal information you provide to administer your Warranty and pay any claims you make. NWC only provides personal information to those it engages to assist it with servicing and claims. In providing products and services to you, NWC may also share your personal information with its trading divisions, associated entities and related bodies corporate. Please contact NWC if you do not wish this to happen. NWC will not trade, rent or sell your information.

If you don't provide NWC with complete information, NWC cannot administer the Warranty. You can check the personal information NWC holds about you at anytime.

If you provide NWC with personal information about anyone else, NWC relies on you to tell them that you will give NWC their information, tell them who NWC gives it to, the purpose for which NWC will use it and how they can access it. If the information is sensitive, NWC relies on you to have obtained their consent on these matters. For more information about NWC's Privacy Policy, ask NWC for a copy.

## 12. Contact Us

National Warranty Company  
PO Box 9091,  
Traralgon, Victoria 3844

Phone: 1800 888 760

Fax: 03 5177 4050

Email: [warranty@nwc.com.au](mailto:warranty@nwc.com.au)

Web: [www.nwc.com.au](http://www.nwc.com.au)

# Service Advice Records

## Service Advice .1

To the service provider/repairer: In the best interests of your customer, please fill out all the information below.

Invoice /Job No: \_\_\_\_\_

Registration No: \_\_\_\_\_

Date: \_\_\_\_\_

REPAIRER/SERVICE CENTRE STAMP:

1

## Service Advice .2

To the service provider/repairer: In the best interests of your customer, please fill out all the information below.

Invoice /Job No: \_\_\_\_\_

Registration No: \_\_\_\_\_

Date: \_\_\_\_\_

REPAIRER/SERVICE CENTRE STAMP:

2

## Service Advice .3

To the service provider/repairer: In the best interests of your customer, please fill out all the information below.

Invoice /Job No: \_\_\_\_\_

Registration No: \_\_\_\_\_

Date: \_\_\_\_\_

REPAIRER/SERVICE CENTRE STAMP:

3

## Service Advice .4

To the service provider/repairer: In the best interests of your customer, please fill out all the information below.

Invoice /Job No: \_\_\_\_\_

Registration No: \_\_\_\_\_

Date: \_\_\_\_\_

REPAIRER/SERVICE CENTRE STAMP:

4

## Service Advice .5

To the service provider/repairer: In the best interests of your customer, please fill out all the information below.

Invoice /Job No: \_\_\_\_\_

Registration No: \_\_\_\_\_

Date: \_\_\_\_\_

REPAIRER/SERVICE CENTRE STAMP:

5

## Service Advice .6

To the service provider/repairer: In the best interests of your customer, please fill out all the information below.

Invoice /Job No: \_\_\_\_\_

Registration No: \_\_\_\_\_

Date: \_\_\_\_\_

REPAIRER/SERVICE CENTRE STAMP:

6

# Service Advice Records

## Service Advice .7

To the service provider/repairer: In the best interests of your customer, please fill out all the information below.

Invoice /Job No: \_\_\_\_\_

Registration No: \_\_\_\_\_

Date: \_\_\_\_\_

REPAIRER/SERVICE CENTRE STAMP:

7

## Service Advice .8

To the service provider/repairer: In the best interests of your customer, please fill out all the information below.

Invoice /Job No: \_\_\_\_\_

Registration No: \_\_\_\_\_

Date: \_\_\_\_\_

REPAIRER/SERVICE CENTRE STAMP:

8

## Service Advice .9

To the service provider/repairer: In the best interests of your customer, please fill out all the information below.

Invoice /Job No: \_\_\_\_\_

Registration No: \_\_\_\_\_

Date: \_\_\_\_\_

REPAIRER/SERVICE CENTRE STAMP:

9

## Service Advice .10

To the service provider/repairer: In the best interests of your customer, please fill out all the information below.

Invoice /Job No: \_\_\_\_\_

Registration No: \_\_\_\_\_

Date: \_\_\_\_\_

REPAIRER/SERVICE CENTRE STAMP:

10

## Service Advice .11

To the service provider/repairer: In the best interests of your customer, please fill out all the information below.

Invoice /Job No: \_\_\_\_\_

Registration No: \_\_\_\_\_

Date: \_\_\_\_\_

REPAIRER/SERVICE CENTRE STAMP:

11

## Service Advice .12

To the service provider/repairer: In the best interests of your customer, please fill out all the information below.

Invoice /Job No: \_\_\_\_\_

Registration No: \_\_\_\_\_

Date: \_\_\_\_\_

REPAIRER/SERVICE CENTRE STAMP:

12