

Extension of Mechanical Breakdown Warranty

Product Disclosure Statement and Financial Services Guide



Coverholder at



Benefits offered by these products are in addition to any other warranties and guarantees relating to your Vehicle under the Competition and Consumer Act 2010 (Australian Consumer Law) and State and Territory legislation. This product is offered by Australian Warranty Network Pty Ltd trading as AWN Insurance, ABN 78 075 483 206, Coverholder of Virginia Surety Company Inc. and holder of AFS Licence No. 246469. AWN Insurance does not take into account your personal or financial circumstances when offering these products.

WELCOME

This **Warranty** is designed to help reduce the financial impact of unexpected and potentially expensive mechanical repairs to **Your Motor Vehicle** by providing parts and labour coverage on **Covered Components** as listed under **Warranty Cover** (Section 2).

When **You** purchase this **Warranty**, **You** benefit from having the certainty to the period of cover and the remedy **You** will receive together with the convenience of having these remedies managed for **You** by **Us**.

Please carefully read this **Warranty** document for the full Terms and Conditions.

LANGUAGE

All **Warranty** documents and all communications with **You** about this **Warranty** will be in easy to understand English. If **You** have any disability that makes communication difficult, please tell **AWN** and they will be pleased to help.

GENERAL ADVICE WARNING

Any financial product advice given to **You** by the **Selling Agent** or their representative is general advice only, limited to this **Warranty**, and does not take into account **Your** personal objectives, needs or financial circumstances. Please read the Product Disclosure Statement to consider whether the product is appropriate for **Your** personal objectives, needs or financial circumstances before purchasing.

SUMMARY OF RIGHTS AND REMEDIES UNDER THE ACL

The protection afforded to **You** under this **Warranty** is in addition to and does not substitute for, or reduce the rights **You** have under the **Australian Consumer Law (ACL)**. If and to the extent that **You** have a right to claim under the **ACL**, **You** may also need to claim under **Your Mechanical Breakdown Warranty** when not covered by the **ACL**.

The **ACL** protects consumers by automatically giving them basic, guaranteed rights for goods they purchase ('Consumer Guarantees') at no charge. For example, the **ACL** requires that, taking account of the nature of goods, the price, any representations made by the supplier or manufacturer and other relevant circumstances, the goods must be free of defects, do what they are meant to do, be safe, durable and acceptable in appearance and finish, be fit for any particular purpose that the consumer makes known, and comply with any description given or any demonstration model used.

In the event of a breach of a Consumer Guarantee where there is a major failure of the goods, consumers are entitled to reject the goods and choose a replacement or refund and claim compensation for any reasonably foreseeable loss or damage suffered by consumers as a result of the failure. Where the failure does not amount to a major failure, consumers are entitled to have the supplier repair or replace the goods (at the supplier's choice). Whether a specific failure breaches a Consumer Guarantee and a consumer is entitled to a remedy under the **ACL** will depend on the circumstances.

Consumer Guarantees have no set time limit but generally last for an amount of time that is reasonable to expect in the circumstances, given factors including the age, cost and quality of the goods, the use made of the goods or any representation made by the supplier or manufacturer. Consumer Guarantees may continue even at the expiry of the **Manufacturer's Warranty** for the goods or this **Mechanical Breakdown Warranty**. The exact amount of time that Consumer Guarantees last in the case of a specific purchase varies depending on the circumstances.

Your Motor Vehicle may also have an additional **Selling Agent Statutory Warranty**. The provisions of such warranties vary from State to State. Any **Selling Agent Statutory Warranty** may be in addition to or overlap the **ACL** and may also operate concurrently with the **ACL**.

ADDITIONAL BENEFITS UNDER THIS MECHANICAL BREAKDOWN WARRANTY NOT AVAILABLE UNDER THE ACL

We appreciate that **You** may want the certainty of knowing that, if the **Motor Vehicle** **You** buy is faulty, it is covered for specific events and a specific time period.

When **You** purchase **AWN's Warranty** **You** are obtaining certainty as to the period of coverage and the remedy **You** will receive and the convenience of having the repair and/or replacement process managed for **You** by **AWN** and work undertaken by an **Approved Repairer**.

You will be entitled to the benefits set out in this **Warranty** that are not available under the **ACL** which, (subject to the terms and conditions of **Your Mechanical Breakdown Warranty**), are:

- Certainty as to the exact period of cover **You** have for **Your Covered Components**;
- Specific repair time guarantee provided by repairers (dependent on diagnosis and parts availability);
- Expert advice and assistance;
- Specified cover amounts and **Additional Benefits**; and
- A network of **Approved Repairers**.

It is **Your** choice as to whether **You** buy the **Mechanical Breakdown Warranty** and it is **Your** choice as to whether **You** choose to seek a remedy from **AWN** under the **Warranty** or whether **You** directly seek a remedy from the **Selling Agent** who supplied **You** the **Motor Vehicle** or the **Motor Vehicle** manufacturer.

PRODUCT DISCLOSURE STATEMENT

ABOUT THIS PRODUCT DISCLOSURE STATEMENT

This Product Disclosure Statement (PDS) contains information designed to help **You** make an informed decision about whether to purchase the **Warranty**. This PDS was prepared on the 31st of March 2021. Certain words have special meanings which are explained in the Definitions section of the policy Terms and Conditions.

UPDATING THE PDS

We may need to update this PDS from time to time if certain changes occur when required and permitted by law. **We** will issue **You** with a new PDS or a supplementary PDS or other compliant documents to update the relevant information except in limited cases, such as, where the information is not something that would affect **You** negatively, where **We** may issue **You** with notice of this information in other forms or keep an internal record of such changes. **You** can get a paper copy free of charge by contacting **AWN** using **Our** details provided in the next section of this document.

WHO IS THE UNDERWRITER?

The **Warranty** policy is underwritten by;

Virginia Surety Company, Inc. (VSC) (ARBN 080 339 957)

Level 2, 693 Burke Road, Camberwell, VIC 3124,

Australian Financial Services Licence number 245579.

Provided **We** have received payment of the **Warranty** insurance **Premium**, this PDS, plus any amendments to it **We** provide **You** with and the policy **Schedule**, forms **Your** Consumer Insurance Contract with **Us**.

VSC is a part of Assurant, Inc. a global provider of risk management solutions.

If **You** need to contact VSC please do so through **AWN**.

In writing: P.O. Box 4301, Loganholme, QLD 4129

Phone: (07) 3802 5577

Web: www.awninsurance.com.au

ABOUT AWN AND ITS SERVICES

Australian Warranty Network Pty Ltd trading as AWN Insurance (ABN 78 075 483 206)

P.O. Box 4301, Loganholme, QLD 4129

Australian Financial Services Licence number 246469.

AWN performs claims and policy administration functions on VSC's behalf under a binding authority. In issuing this **Warranty** policy the **Selling Agent** is acting as an agent of **AWN** and not as **Your** agent. Some of the **Warranty Premium** received is paid to the **Selling Agent** as commission. Details of the commission received by the **Selling Agent** are set out in the Financial Services Guide that the **Selling Agent** will provide to **You**.

For all enquiries relating to the policy please contact **AWN** whose contact details are provided below.

In writing: P.O. Box 4301, Loganholme, QLD 4129

Phone: (07) 3802 5577

Web: www.awninsurance.com.au

BENEFITS OF THE WARRANTY

This product will benefit **You** should a mechanical breakdown occur, and that mechanical breakdown is caused by a defect, failure or fault of a **Covered Component** under the terms of this **Warranty**. In the event of a mechanical breakdown, **Covered Components** will be rectified up to the limits allowed. Terms of coverage and limits of liability are set out on the following pages.

These **Warranty** terms and limits of liability should be read in conjunction with Your Obligations (Section 7 of the Terms and Conditions).

The cover provided by this **Warranty** saves **You** the cost of repairs, should a mechanical breakdown in a **Covered Component** occur. Further, **AWN's** experience, knowledge and expertise allows **AWN** to direct **Your Motor Vehicle** to the closest **Approved Repairer**. Parts for repairs can generally be sourced at a lower cost by **AWN**, which also represents a saving to **You** where a claim may exceed the limits of **Our** liability.

COST OF THE WARRANTY

The cost of the **Warranty** is dependent on the type of motor vehicle and the cover term **You** select. In addition to the retail **Warranty** price, **You** also need to pay any applicable Commonwealth and State taxes and charges, such as Goods and Services Tax (GST) and Stamp Duty. The retail **Warranty** price and the amount of these taxes and/or charges will be shown on **Your Policy Schedule**.

The cost of the **Warranty** will also be determined by the payment method used by **You**. If the **Warranty** is financed or if **You** use a credit card, interest charges may apply, but will differ depending on **Your** provider. Administration charges may also apply if **You** select to pay by instalments option.

PAY BY INSTALMENTS

You can choose to pay the **Premium** by instalments to help spread **Your** payment over time. This facility is not part of the policy Terms and Conditions as it is an additional service provided by a third-party provider. Additional administration charges will apply to use this facility, therefore the cost will be more than if **You** choose to pay the full **Premium** by a single payment. The third-party provider will provide all disclosure documentation for **Your** perusal.

The following applies when paying by instalments:

- If **You** are paying by instalments and an instalment remains unpaid for 14 days or more, **We** may refuse a claim.
- If an instalment remains unpaid for a period of one month past its due date, **We** can cancel the policy.
- If **You** have a claim, **We** shall deduct the instalments for the remaining policy term from the amount **We** pay **You** for an authorised claim.
- If **You** fail to make a payment or repayment of the Instalment Plan in full by the due date the provider may, at its absolute discretion, charge a late fee proportionate to the additional fees and administrative duties applicable to the transaction.

ADDITIONAL INFORMATION AND CONFIRMATION OF TRANSACTIONS

If **You** require additional information about the **Warranty** or wish to confirm a transaction, please contact **AWN**.

FINANCIAL CLAIMS SCHEME

If the underwriter becomes insolvent, this **Warranty** may be protected under the Federal Government's Financial Claims Scheme administered by the Australian Prudential Regulation Authority. This means that if **You** meet certain eligibility criteria **You** may receive payment under the scheme. For more information please refer to the following website: <https://www.fcs.gov.au>.

TERMS AND CONDITIONS

Please read these **Warranty** policy Terms and Conditions and Product Disclosure Statement (PDS) for full details of what **We** cover, as well as what policy limits, conditions and exclusions that apply.

DEFINITIONS

There are a number of words in this document that have a specific meaning:

Application Date means the date the **Warranty** application was submitted to **AWN** as specified in the **Policy Schedule**.

Application Page means the **Warranty** application contained in this document or **Our** electronic sales portal.

Approved Repairer means a licensed mechanical workshop approved by **AWN** to carry out repairs.

Australian Consumer Law/ACL means the Competition and Consumer Act 2010 (Cth) Schedule 2 (as adopted by each Australian State and Territory).

Authorisation Number means the number issued by **AWN's** claims department to an **Approved Repairer** after receiving the **Approved Repairer's** quote authorising the **Approved Repairer** to proceed with the repairs.

AWN means Australian Warranty Network Pty Ltd trading as AWN Insurance (ABN 78 075 483 206)

Covered Component(s) means only those mechanical components or parts of **Your Motor Vehicle** that were originally covered by the **Manufacturer's Warranty**. Please refer to Exclusions (Section 10).

Market Value means the reasonable pre-mechanical failure retail value of **Your Motor Vehicle**. **We** will use industry/trade guides or independent assessors to determine the amount at the time **We** assess **Your** claim, having regard to the age and condition of **Your Motor Vehicle** and kilometres it has travelled.

Manufacturer's Warranty means the warranty provided by the manufacturer applicable to the **Motor Vehicle** at the time **Your Motor Vehicle** was purchased as new, but for the purposes of this **Warranty**, limited to only those mechanical components of the **Motor Vehicle** covered by the **Warranty**.

Mechanical Breakdown Warranty means the cover provided by the **Warranty**.

Motor Vehicle means the used **Motor Vehicle** specified on the **Policy Schedule** and **Warranty Application Page** in this document.

Normal Wear and Tear means the gradual reduction in operating performance of a **Covered Component** due to use of the **Motor Vehicle** (relative to the age of the **Motor Vehicle**, service history and kilometres travelled).

Policy Schedule means the document **We** provide to **You**, which names **You** as the policyholder and sets out what this policy covers **You** for including relevant limits, sums insured and excesses. **We** will replace **Your Policy Schedule** whenever **You** make any changes to the policy.

Pre-Activated Fault means any fault occurring prior to the commencement of the **Warranty**.

Pre-Existing Fault means a fault with a **Covered Component** of the **Motor Vehicle**, whether known or unknown to **You**, which existed, or where in the opinion of an expert repairer it may reasonably be assumed to have existed, prior to the **Warranty Application Date**.

Premium means the amount paid for this **Warranty**.

Selling Agent means an individual or company appointed by **AWN** as an Authorised Representative.

Selling Agent Statutory Warranty means the warranty required by the relevant State or Territory law to be provided to **You** by the **Selling Agent** (where applicable).

Warranty means this insurance contract.

We, Our, Us means VSC acting through their cover holder Australian Warranty Network Pty Ltd (**AWN**) trading as AWN Insurance.

You, Your means the person(s) named on the **Policy Schedule** and **Warranty Application Page**.

1. ELIGIBILITY

This **Warranty** is available for certain makes and models (please note that not all makes and models are eligible, the **Selling Agent** will advise whether the make and model are eligible). For eligible makes and models, the **Motor Vehicle**:

- Needs to be less than eight years old;
- Has travelled less than 140,000 km's;
- Has a **Market Value** of at least \$10,000, but no more than \$120,000;
- Has not been modified from the manufacturer specification which would have any effect on the **Covered Components**;
- Is registered in Australia; and
- **You** are required to be 21 years of age or older.

We may choose not to offer cover if **Your Motor Vehicle** is used for commercial purposes, emergency services, racing or other unacceptable uses. **Your Selling Agent** can advise if the **Motor Vehicle** is ineligible due to unacceptable use.

Note, vehicles with an active **Manufacturer Warranty** are ineligible if the **Manufacturer Warranty** has:

- More than 12 months cover remaining; or
- More than 10,000 km's cover remaining; or
- More than 20% of the kilometres driven limit remaining.

2. WARRANTY COVER

COVERAGE	COVERED COMPONENTS	CLAIM LIMIT
Extension of Mechanical Coverage	You are covered against the failure of the Covered Components that would have been covered by the original Manufacturer's Warranty if it had not expired subject to the terms & conditions of this Warranty .	Market Value of Your Motor Vehicle .

For all limits of liability and exclusions of the **Warranty**, please refer to the Limits of Liability, Exclusions and Miscellaneous sections under Terms and Conditions.

3. ADDITIONAL BENEFITS - CUSTOMER CARE PACKAGE

Where **We** approve a claim in relation to the failure of a **Covered Component** under this **Warranty**, **We** will provide the following additional benefits where expenses are incurred, by reason of that claim. Customer Care Package runs for the term of the **Warranty** selected. Refer to Limits of Liability (Section 9).

TOWING ASSISTANCE: (Claim Limit: Up to \$300 per claim) - Reimbursement up to the Claim Limit for towing charges in the event of a covered mechanical breakdown where **Your Motor Vehicle** is unable to be mechanically repaired where it is located or safely driven to an **AWN Approved Repairer**.

ACCOMMODATION ASSISTANCE: (Claim Limit: Up to \$300 per claim) - Reimbursement up to the Claim Limit for emergency accommodation, arrangements and costs in the event of a covered major vehicle breakdown where **You** are more than 400 km's from **Your** registered residence and the covered breakdown takes more than 48 hours to repair.

CAR HIRE ASSISTANCE: (Claim limit: Up to \$300 per claim) - Reimbursement up to the Claim Limit for car hire costs in the event of a covered major vehicle breakdown where **You** are more than 400 km's from **Your** registered residence and the covered breakdown takes more than 48 hours to repair.

QUALITY GUARANTEE: All repairs to **Covered Components** authorised by **Us** prior to the commencement of repairs will be covered by the **Warranty** for the remaining period of cover. **You** may also have the benefit of consumer guarantees under the **Australian Consumer Law** in relation to the repairs and any replacement components.

4. PERIOD OF COVER

This **Warranty** will commence as from the cover commencement date listed under Warranty Details on the **Policy Schedule**.

This **Warranty** will commence on the latest of the following dates:

- The date that the **Manufacturer Warranty** expires;
- The date that the **Selling Agent's Statutory Warranty** expires; and
- If no **Manufacturer Warranty** or **Selling Agent's Statutory Warranty** exists, upon the expiry of 90 days after the **Policy Schedule** is issued to **You**, or when the **Motor Vehicle** has travelled 5,000 km's since the date of purchase, whichever occurs first.

This **Warranty** will cease on the sooner of:

- 1) The date selected by **You** as the **Warranty** expiry date listed under Warranty Details on the **Policy Schedule**; or
- 2) When the maximum benefit of the **Warranty** has been reached; or
- 3) When the **Motor Vehicle** has travelled a total distance of 200,000 km's since new; or
- 4) In the event **You** fail to comply with the **Warranty** service requirements; or
- 5) When the **Warranty** is cancelled by **You** in accordance with the Cooling-Off Period (Section 12)

5. PRECONDITIONS

It is a precondition of this **Warranty** that:

- 1) The **Warranty** is purchased from an authorised **Selling Agent**; and
- 2) At the commencement of **Your Warranty**, the **Motor Vehicle** is in good mechanical condition, with no **Pre-Existing Faults**. Failure to disclose any **Pre-Existing Faults** may void this **Warranty**; and
- 3) The **Motor Vehicle** is currently registered; and
- 4) The **Motor Vehicle** when purchased has a current Certificate of Roadworthiness or Safety Inspection report; and
- 5) The **Premium** and the signed **Warranty Application Page** must be received and approved by **AWN** on the **Warranty Application Date**.

6. OUR OBLIGATIONS

- 1) **AWN** will process **Your** application within five (5) business days of receipt and either accept or decline cover.
- 2) If **AWN** does not receive payment within twenty-one (21) days of the **Application Date**, the **Warranty** policy will be considered never to have commenced and **AWN** will advise **You** of the declined coverage.
- 3) Provided cover is granted, **We** will pay for the repairs or replacement of any broken or damaged **Covered Components** causing mechanical breakdown always considering that the **Motor Vehicle** purchased is a used **Motor Vehicle**. If a **Covered Component** requires replacement, **We** may replace with a reconditioned or similar component.
- 4) **You** should advise **Your** repairer that any repairs **We** agree to pay for must be undertaken by an **AWN Approved Repairer** at a price acceptable to **AWN**. **Your** repairer will know if they are approved by **Us**, otherwise, they can call **AWN** to confirm.
- 5) The monetary limits of **Our** obligations are set out in Limits of Liability (Section 9 of the Terms and Conditions of this **Warranty**).

7. YOUR OBLIGATIONS

You agree that from the **Warranty Application Date** **You** must comply with the following essential terms:

- 1) **Servicing Requirements:** It is a condition of this **Warranty** that **Your Motor Vehicle** is maintained in a roadworthy, mechanically sound condition and serviced regularly in accordance with the **Motor Vehicle** manufacturer's recommendations. It is **Your** responsibility to ensure that servicing is completed in accordance with the manufacturer's recommendations. If **You** are unsure of these, please contact the manufacturer to ascertain the recommended servicing schedule for **Your Motor Vehicle**. Please also note that this **Warranty** requires servicing to be completed at the lesser interval of kilometres or months, whichever occurs first.
- 2) **Service Invoice Records:**
 - i) Submit **Your** service records via **Our** website by going to; www.awninsurance.com.au search for **Your Warranty**, and submit **Your** service details but no later than at a claim time; or
 - ii) To post the relevant service coupon attached to this **Warranty** and the Mechanic's Tax Invoice (or legible copy) to **AWN**, P.O. Box 4301, Loganholme, QLD 4129, promptly after the service being completed.
The processing of **Your** claim may be delayed or declined if **We** do not have invoices or other satisfactory evidence detailing the service history of the **Motor Vehicle**.
- 3) **Minimise Damage:** That **You**, or any person in control of the **Motor Vehicle**, must take all reasonable precautions to minimise damage to the **Covered Components** and/or the **Motor Vehicle**, and must not continue to operate the **Motor Vehicle** if damage to a **Covered Component** is reasonably suspected.

Note: Failure to comply with these essential terms may delay, reduce or invalidate Your claim.

8. ASSESSMENT AND AUTHORISATION

- 1) Upon receipt of a claim enquiry, **AWN** will check whether **Your** claim is valid under this **Warranty** and that all service requirements have been adhered to; and
- 2) If so, **AWN** may ask for the **Motor Vehicle** to be inspected by one of their **Approved Repairers**; and
- 3) If the claim is valid, **AWN** will give approval for their **Approved Repairer** to repair the **Motor Vehicle** within the terms of this **Warranty**.
- 4) If the claim is not valid, then **You** shall be responsible for the cost of the inspection.
- 5) No reimbursement shall be given for any work commenced without official authorisation being issued by **AWN** to the **Approved Repairer**.

9. LIMITS OF LIABILITY

- 1) The maximum amount payable whilst this **Warranty** is in force for the total of all claims (including Customer Care Package), shall not exceed the **Market Value** of the **Motor Vehicle** at the time of claim, as determined by **Us**.
- 2) Customer Care Package: \$300 per claim (up to a maximum of \$900 for the term of the **Warranty**). A claim will only be considered where a claim is made in relation to a failure of the **Covered Component** that is approved by **Us** under this **Warranty** and will be reimbursed to **You** on submission of paid tax invoices or receipts.

- 3) Subject to the satisfactory completion of the repairs, **You** agree to accept such payments to cover the full cost of repairs to the **Covered Components** of the **Motor Vehicle** whether paid to **You** or to the **Approved Repairer** on **Your** behalf to be in full satisfaction of the claim.
- 4) Acceptance of the payment and/or **Motor Vehicle** after the repairs have been satisfactorily completed shall also be deemed to be in full satisfaction of the claim.
- 5) All claim limits are the GST inclusive cost of the repairs.

10. EXCLUSIONS

This **Warranty** does not cover:

- 1) Motor vehicles modified beyond manufacturer's specifications which has any effect on a **Covered Component**, commercial motor vehicles over 1,500 kg. carrying capacity, motor vehicles used or have been used for the conveyance of passengers, for fare or reward (this includes car rental), delivery or courier use, Police or Emergency motor vehicles, driver's instruction or tuition for reward.
- 2) Any damage due to misuse, fire, accident, theft, impact, submersion in water, neglect, rust, corrosion, towing without suitable equipment as recommended by the manufacturer, or motor vehicles used or tested in preparation for motorsports events in any form.
- 3) Any damage to **Covered Components** occurring from overheating or lack of oil or lubricant, low fluid level, any damage caused by failure to maintain correct service requirements and any damage, which is consequential of the failure to maintain correct servicing requirements.
- 4) Any damage, loss or expense of any kind, which occurs or arises as a result of the failure of a **Covered Component**, other than the cost of replacing or repairing the component itself.
- 5) Any damage, loss or expense of any kind which occurs or arises as a result of the failure of any item or component of the **Motor Vehicle** which is not a **Covered Component** under this **Warranty**.
- 6) The cost of any consumables that are replaced during the course of repairs.
- 7) Any component that is part of any manufacturer's fault and / or recall campaign or is reusable.
- 8) Oil leaks, water leaks, **Normal Wear and Tear**, all service and maintenance items and any consumables that are replaced during routine service and maintenance, or any failure of **Covered Components** due to water, oil, and fuel or coolant contamination.
- 9) Any repair, quote or diagnostic cost that is not part of a genuine, approved claim.
- 10) Any damage occurring while **You** continue to drive with a known or suspected fault, or which a reasonable person in the position of the driver would or should know or suspect to be a fault.
- 11) Conditions or problems that are **Pre-Existing Faults** or **Pre-Activated Faults**.
- 12) Failures of **Covered Components** subsequent to the cancellation or expiry of the **Manufacturer's Warranty**.
- 13) Failures of **Covered Components** resulting in any way from:
 - i) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind;
 - ii) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- 14) Anything not covered by the **Manufacturer's Warranty**, when **Your** vehicle was sold new.
- 15) Structural failure of the **Motor Vehicle**.
- 16) Computer software upgrades and recoding.
- 17) Any of the following components: any paint, trim or panel.

11. MISCELLANEOUS

- 1) This is a **Mechanical Breakdown Warranty** for used motor vehicles, therefore a part may be worn but still quite safe and serviceable.
- 2) **We** will not be liable or held responsible for any damage occurring while the **Motor Vehicle** is left unattended or being towed.
- 3) **We** will not be held responsible for any delays due to the lack of supply of parts or any materials needed to complete any work undertaken.
- 4) At all times the odometer must work. If the odometer has been tampered with, made inoperative or altered, or should any false statement be made by **You** or any person acting on **Your** behalf or otherwise, with **Your** knowledge, in support of any claim, then this **Warranty** will be cancelled and **Your** rights to a claim shall be forfeited in respect of all past, present and future claims.

12. COOLING-OFF PERIOD

You may cancel this **Warranty** for any reason within 30 days from the **Application Date** of the policy by notifying **Us** in writing, or by calling **Us** or emailing **Us** at claims@theclaimshub.com.au. This is known as the "Cooling-Off Period". **You** will need to return the **Policy Schedule** to **Us**, together with a letter to request cancellation of the **Warranty** during the Cooling-Off Period. If the **Warranty** has been issued to more than one person each person must sign the cancellation request. Provided no claim has been paid or **You** have not made a valid claim, **We** will refund the **Premium** paid, less any taxes or duties **We** cannot recover from other sources. After the Cooling-Off Period ends **You** still have cancellation rights (see Section 13).

13. CANCELLATION

We are required by law to provide certain guarantees in providing **Our Warranty** claims service. If **We** fail to comply with **Our** obligations, **You** may be entitled to a remedy including cancellation of this **Warranty** and/or a refund. Cancellation requests must be made in writing at the address of P.O. Box 4301, LOGANHOLME, QLD, 4129. If **We** agree to cancel this **Warranty**, any refund calculation will be on a pro-rata basis for the unexpired portion of the policy less any authorised or paid claims.

If the **Warranty Premium** is financed, any refund will be made to the financier or whomever the financier directs **Us** to pay.

We may cancel the **Warranty** if:

- **You** fail to comply with **Your** obligations;
- **You**, or a person acting on **Your** behalf, or otherwise with **Your** knowledge, provide false or misleading information in relation to a claim;
- If the **Motor Vehicle's** odometer has been tampered with or is defective;
- If the **Motor Vehicle** has at any time been used for rallying, racing, and competitive driving or tested for any such events.

14. TRANSFER

This **Warranty** cannot be transferred to another motor vehicle or motor vehicle dealer.

If **You** are not in breach of the terms of this **Warranty** **You** may transfer the benefits of this **Warranty** to a new owner of the **Motor Vehicle**. As a prerequisite to transferring the **Warranty** **We** require the following:

- Proof of a current Safety Inspection Report and ownership; and
- A mechanical inspection acceptable to **Us**; and
- **You** must provide the above and request to transfer the **Warranty** in writing to **Us** within 7 days of the change of ownership of the **Motor Vehicle**; and
- A transfer and administration fee of \$75 payable to **Us** by the new owner.

Apply for and submit **Your** transfer of **Warranty** application via **AWN's** website: www.awninsurance.com.au

15. DOCUMENT REPLACEMENT

In the event **You** lose or are unable to locate **Your Policy Schedule**, **You** may apply for a replacement document. A Fee of \$33 will be payable to **Us** for this service. If this is obtained by email it will be provided free of charge.

16. YOUR DUTY OF REASONABLE CARE

Before **You** enter into an insurance contract, **You** have a duty of reasonable care to answer **Our** questions truthfully under the Insurance Contracts Act 1984. **You** have this duty to take reasonable care not to make a misrepresentation.

If **We** ask **You** questions that are relevant to **Our** decision to insure **You** and on what terms, **You** must tell **Us** anything that **You** know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until **We** agree to insure **You**.

WHO DOES THE DUTY APPLY TO?

The duty applies to the person who is noted under customer details on the **Policy Schedule**.

IF YOU DO NOT TELL US SOMETHING?

If **You** do not tell **Us** anything **You** are required to tell **Us**, **We** may cancel **Your** contract or reduce the amount **We** will pay **You** if **You** make a claim or both.

If **Your** failure to tell **Us** is fraudulent, **We** may refuse to pay a claim and treat the contract as if it never existed.

17. PRIVACY NOTICE AND CONSENT

WHY WE COLLECT YOUR PERSONAL INFORMATION

We collect personal information (including sensitive information) so **We** can:

- Identify **You** and conduct necessary checks;
- Determine what service or products **We** can provide to **You** e.g. offer **Our** insurance products;
- Issue, manage and administer services and products provided to **You** or others, including claims investigation, handling and settlement; and
- Improve **Our** services and products, e.g. training and development of **Our** representatives, product and service research and data analysis and business strategy development.

WHAT HAPPENS IF YOU DON'T GIVE US YOUR PERSONAL INFORMATION?

If **You** choose not to provide **Us** with the information **We** have requested, **We** may not be able to provide **You** with **Our** services or products or properly manage and administer services and products provided to **You** or others.

HOW WE COLLECT YOUR PERSONAL INFORMATION

Collection can take place through websites (from data input directly or through cookies and other web analytic tools), email, by telephone or in writing.

We collect it directly from **You**; unless **You** have consented to collection from someone other than **You**, it is unreasonable or impracticable for **Us** to do so, or the law permits **Us** too.

If **You** provide **Us** with personal information about another person **You** must only do so with their consent and agree to make them aware of this privacy notice.

WHO WE DISCLOSE YOUR PERSONAL INFORMATION TO?

We share **Your** personal information with third parties for the collection purposes noted above.

The third parties include: **Our** related companies and **Our** representatives who provide services for **Us**, reinsurers, **Selling Agents**, **Our** legal, accounting and other professional advisers, data warehouses and consultants, investigators, loss assessors and adjusters, other parties **We** may be able to claim or recover against, and anyone either of **Us** appoints to review and handle complaints or disputes and any other parties where permitted or required by law.

We may need to disclose information to persons located overseas who will most likely be located in the region of Asia-Pacific, UK, USA and South Africa. Who they are may change from time to time. **You** can contact **Us** for details or refer to **Our** Privacy Policy available at **Our** website. In some cases, **We** may not be able to take reasonable steps to ensure they do not breach the Privacy Act and they may not be subject to the same level of protection or obligations that are offered by the Act. By proceeding to acquire **Our** services and products **You** agree that **You** cannot seek redress under the Act or against **Us** (to the extent permitted by law) and may not be able to seek redress overseas.

MORE INFORMATION, ACCESS, CORRECTION OR COMPLAINTS

For more information about **Our** privacy practices including how **We** collect, use or disclose information, how to access or seek correction to **Your** information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to **Our** Privacy Policy. **AWN's** Privacy Policy is available at www.awninsurance.com.au or by contacting **AWN** on (07) 3802 5577 EST 9 am-5 pm, Monday-Friday. VSC's Privacy Policy is available at <https://www.assurant.com.au/privacy-policy> or by calling the VSC Privacy Officer on 1300 654 611.

YOUR CHOICES

By providing **Us** with personal information, **You** and any person **You** provide personal information for, consent to these uses and disclosures unless **You** tell **Us** otherwise. If **You** wish to withdraw **Your** consent, please contact **AWN** by calling (07) 3802 5577, alternatively, **You** can opt-out by emailing administration@awninsurance.com.au. **We** will cancel **Your Warranty** policy and accordingly refund the **Premium**.

18. TAXATION INFORMATION

Premiums are subject to Goods and Services Tax (GST) and stamp duty imposed by Commonwealth and State Governments. GST will also affect any claim **You** make under the **Warranty**. Please refer to the 'Limits of Liability' section in this **Warranty** (Section 9).

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

19. HOW TO MAKE A CLAIM

- 1) Read the **Warranty** carefully to ensure **Your** claim is covered by the **Warranty**.
- 2) Telephone write or lodge online. Contact details are:
AWN Insurance
PO Box 4301, Loganholme, Qld 4129
Web: lodge online 24/7 at www.awninsurance.com.au
Phone: (07) 3802 5577
Email: claims@theclaimshub.com.au
Office Hours: Monday to Friday 8:15 am to 5:15 pm (AEST)
- 3) Quote the **Warranty** policy number, registration number and current odometer reading.
- 4) Explain fully the nature of the problem remembering that **You** are required to disclose to **Us** all information that is relevant in assisting **Us** to consider **Your** claim. If **You** fail to disclose such information **Your** rights to claim may be seriously affected and/or the claim may be rejected.
- 5) Upon receipt of the above information, **We** will process and consider **Your** claim.
- 6) Additional Requirements:
 - i) Repairs will not be paid by **Us** unless an **Authorisation Number** is issued by **Us** to the **Approved Repairer** prior to the commencement of the repairs.
 - ii) In some cases, **You** will be given the opportunity to contribute something towards the cost of the repairs, i.e. any repairs that restore the **Motor Vehicle** to a better condition than the condition prior to the failure.
 - iii) **You** are to pay for any work not included in this claim.
 - iv) In the event of a mobile mechanic being called by **Us**, **You** agree that any work carried out by that or any mechanic that is not part of the cover or if the call is of a service nature then this cost shall be **Your** responsibility.
 - v) If **You** have a problem with **Your Motor Vehicle** that is not claim related, just call **AWN's** claims department and **AWN** can still assist **You** through **AWN's** network of **Approved Repairers** Australia wide.

20. SUBROGATION

When **We** pay a claim under the policy, **We** have the right to take over and enforce any right **You** may have to recover the loss from another party. **We** may do this in **Your** name and **You** have an obligation to assist **Us** as required.

21. DISPUTES RESOLUTION

COMPLAINTS ABOUT POLICY & CLAIM ADMINISTRATION MATTERS

If **You** wish to make a complaint about service matters such as general administration of **Your** policy, **You** may request that it be dealt with by the supervisor or manager directly responsible for that area. If **You** are not satisfied **Your** complaint will be referred to **Our** Internal Dispute Resolution Committee (IDRC) to review the dispute at no cost to **You**. **You** can contact **Our** Internal Dispute Resolution Panel at;

INTERNAL DISPUTE RESOLUTION COMMITTEE, AWN, PO BOX 4301, LOGANHOLME, QLD, 4129, PHONE: (07) 3802 5577.

If **You** are still not satisfied with the outcome of the **AWN** IDRC review of **Your** dispute, **You** can take the matter to VSC to review the dispute at no cost to **You**. VSC can be contacted at;

Virginia Surety Company, Inc. PO Box 246, Balwyn Vic 3103, Phone 1300 654 611 or

by emailing: **customerfeedback@assurant.com**

If **You** are still not satisfied with the outcome of either **AWN's** review or VSC's review, **You** may refer the matter to the external disputes resolution body. The external resolution body is the Australian Financial Complaints Authority (AFCA).

AFCA can be contacted on:	
Phone: 1800 931 678 (free call)	Post: GPO Box 3, Melbourne VIC 3001
Email: info@afca.org.au	Web: www.afca.org.au

AFCA provides an independent service that will investigate **Your** complaint and provide a ruling at no cost to **You**.

Further details will be provided at the appropriate stage of the complaints process. This complaints procedure does not affect **Your** legal rights.

22. GENERAL INSURANCE CODE OF PRACTICE

AWN adheres to the General Insurance Code of Practice (Code). The Code was developed with the objective of raising the standards of service and practices in the insurance industry to a level that seeks to achieve total customer satisfaction. The Code aims to improve the quality of policy documentation and information provided to consumers; employee and agent training; claims handling and dispute resolution.

You can obtain more information on the Code of Practice and how it assists **You** by contacting **Us** or visiting www.codeofpractice.com.au.

23. LEGAL AND REGULATORY INFORMATION

GOVERNING LAW

The policy is governed by the laws of Australia. Any dispute relating to the policy shall be submitted to the exclusive jurisdiction of an Australian Court within the State or Territory in which the policy was issued.

SANCTIONS

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition, or restriction imposed by law or regulation.

OPTIONAL BENEFIT - 24 HOUR ROADSIDE ASSISTANCE

ADDITIONAL SERVICE

The following text is not part of the Policy Terms and Conditions and Product Disclosure Statement. It describes an additional service provided through AWN, unassociated with VSC, as such it does not form part of the Warranty policy.

If You have selected and paid for 24-hour Roadside Assistance, it will be noted on a separate membership certificate.

The Roadside Assistance program provides access to the following services. Some services are provided on a fee for service arrangement (as noted below).

The 24 hour Roadside Assistance is provided by:

Australia Wide Assist - ABN 93 061 656 184

Phone Toll Free - **1800 651 111** - Available 24 Hours - 7 days/week

- **FLAT BATTERY** - Jump start Motor Vehicle.
- **FLAT TYRE** - Replace flat with spare.
- **OUT OF FUEL** - Supply minimum of 5 litres (unleaded) fuel to be paid for by driver. LPG/Diesel Motor Vehicles transport to fuel supply.
- **LOCK OUTS** - Access Motor Vehicle/Replace key (up to \$77.00 per case). (Specialist locksmith attendance may involve extra charge to driver).
- **TOWING - BREAKDOWN** - If Your Motor Vehicle is unable to be quickly mechanically repaired or safely driven, the Motor Vehicle, including the driver, will be transported to a nominated service centre or mechanical repair facility. If after hours, arrangements can be made to store the Motor Vehicle and transport when the service centre or repair facility is open. A 20 km's metropolitan or 50 km's rural "Free of Charge" service for roadside response and breakdown towing applies. Excess kilometres charged at the recommended industry rates.
Platinum Extra - 50 km's Free Service Radius.
- **GENERAL ASSISTANCE** - Australia Wide Assist will relay urgent messages to family, friends and business associates, likely to be concerned by disruption or delay. Australia Wide Assist will also arrange for alternative transport in the case of a major breakdown or accident ie. taxi (cost at drivers expense).

PLATINUM EXTRAS - AVAILABLE AT EXTRA COST

- **Car Hire** - In the event of a major mechanical failure, whilst more than 100 km's from Your registered residence, which sidelines Your Motor Vehicle for longer than 48 hours, excluding weekends and public holidays, Australia Wide Assist will assist with reasonable necessary car rental costs (excluding fuel & insurance). **On submission of the account, (excluding petrol, km's and insurance) together with a copy of the repair bill, Australia Wide Assist will cover up to \$200.00 per claim.**
- **Accommodation** - In the event of a major mechanical failure, whilst more than 100 km's from Your registered residence, which sidelines Your Motor Vehicle for longer than 48 hours, excluding weekends and public holidays, Australia Wide Assist will assist with reasonable necessary emergency accommodation costs (excluding meals). **On submission of the account together with a copy of the repair and accommodation bill, Australia Wide Assist will cover up to \$200.00 per claim.**
- **Ambulance Cover** - In the event of an accident where the registered Motor Vehicle is involved, and the driver or immediate family of the driver (ie. Wife/ Husband, Sons/Daughters) require the services of an ambulance as a result of that accident, Australia Wide Assist will assist with ambulance costs. **On submission of the account together with a copy of the ambulance bill, Australia Wide Assist will cover up to \$200.00 per claim. (N.b. Liability not to exceed \$200 per registration period).**

Exclusions

- Trucks, heavy equipment and Motor Vehicles over 3.5 tonnes gross
- Motor Vehicles that require specialist or heavy equipment for removal or are not within easy reach of a public road
- Motor Vehicles used for hire or reward
- Motor Vehicles operated by non-Australian residents
- Unregistered Motor Vehicles

How to use 24 hour Roadside Assistance

Call the 24 hour Roadside Assistance hotline on 1800 651 111 any time to discuss Your problem with the 24 hour Roadside Assistance operator.

Please have the following information ready when You call:

- The precise location of Your Motor Vehicle, including the name of the road You are on, and the nearest cross street,
- The make, model, colour, and registration number of Your Motor Vehicle,
- The nature of Your problem, and
- Your Warranty number and the full name and address of the person named on the Certification of Cover.

Note

The 24 hour Roadside Assistance package is provided and administered by Australia Wide Assist and does not form part of your Warranty.

Your Selling Agent and AWN will accept no responsibility for the services, advice or action provided by Australia Wide Assist.

Any provider despatched by Australia Wide Assist will act as Your agent and not an agent of Australia Wide Assist. Accordingly Australia Wide Assist takes no responsibility for the actions of any provider once they have arrived on the scene.

Australia Wide Assist will always endeavour to provide the services described above. However, events beyond Australia Wide Assist's reasonable control (such as: industrial disputes, strikes, flood conditions, the absence and/or availability of providers of the services or the inaccessibility of certain parts of Australia) may delay or prevent Australia Wide Assist from being able to provide some or all of the services. Australia Wide Assist will not be held liable in any way if for any such reason Australia Wide Assist is unable to provide any or all of the services when requested to do so.

The 24 hour Roadside Assistance hotline - 1800 651 111

Financial Services Guide

Date of Issue:

Authorised Representative Details

"WE", "US", "OUR":

ABN:

ADDRESS:

AR NUMBER:

PHONE:

Third Party Introducer (TPI) Details (if applicable)

TPI:

ABN:

ADDRESS:

PHONE:

WHAT IS THE PURPOSE OF THIS DOCUMENT?

This Financial Services Guide (FSG) is designed to assist You in deciding whether You wish to use any of the services We provide. It contains information about how We are remunerated in relation to the services, and about how You may access AWN's internal and external dispute resolution procedures.

THIS FSG CONTAINS INFORMATION ABOUT:

- The services We are authorised to provide to You;
- How We are remunerated for providing these services;
- How complaints are dealt with; and
- Other important information.

WHAT DOCUMENTS WILL YOU RECEIVE?

When providing You with a quote or issuing the insurance, We will give You:

- The FSG, which has been approved for distribution by AWN.
- A Product Disclosure Statement (PDS), contains sufficient information so that a retail client may make an informed decision about whether to purchase a financial product.

HOW YOU CAN PROVIDE INSTRUCTION TO US

If You want to provide Us with instructions in relation to the financial services and products We can offer, contact Us using the details provided above.

ABOUT US AND OUR SERVICES

We are an Authorised Representative of the following licensee:

Australian Warranty Network Pty Ltd trading as AWN Insurance (AWN)

ABN: 78 075 483 206 | AFSL No: 246469.

Address: 3801 - 3803 Pacific Highway

Tanah Merah QLD 4128

Tel: (07) 3802 5577 | Fax: (07) 3806 1505

Email: claims@theclaimshub.com.au

AWN provides the listed products underwritten by Virginia Surety Company, Inc.(VSC).

We are authorised to do the following on behalf of AWN in accordance with the terms of Our agreement with them:

- Issue and apply for the financial products listed below.
- Provide general financial product advice (but NOT personal financial product advice) in relation to the financial products listed below.

Products:

- Extended Warranty
- Asset Protection Insurance

HOW ARE WE REMUNERATED?

Authorised Representatives

We receive a commission from AWN when We arrange Your Products. The amount is calculated as a percentage of the Premium (excluding taxes and statutory charges) and is included in the Premium quoted to You. Depending on the retail price elected by Us, this may vary between 0% and 30% of the Premium.

AWN may also provide benefits in the form of advertising and promotional material, admission to sales seminars, business related conferences and attendance at sporting or hospitality events. These are provided to Us at no additional cost to You.

Third Party Introducer (if applicable and noted above)

The TPI receives from AWN in the form of an agreed fee, an amount to complete relevant duties as agreed by AWN and the TPI. These fees are included in the Premium quoted to You.

If You require more detailed information about the remuneration that is received, please contact AWN within a reasonable time after the FSG is provided to You and before the financial service is provided to You

Authorising Licensee

AWN is paid a commission by the Underwriter when You are issued with a Product. The commission is included in the premium charged by the Authorised Representative. AWN's employees are paid an annual salary and may be paid a bonus based on performance criteria.

If You require more detailed information about the remuneration that is received please contact AWN within a reasonable time after the FSG is provided to You and before the financial service is provided to You.

WHAT SHOULD YOU DO IF YOU HAVE A COMPLAINT?

Complaints about policy & claim administration matters

If You wish to make a complaint about service matters such as general administration of Your policy, or about a claim, the first thing You should do is contact AWN, and Your complaint will be referred to their Internal Dispute Resolution Committee (IDRC) to review the dispute at no cost to You. This review will normally be completed within 15 business days. **Internal Dispute Resolution Committee, AWN, PO Box 4301, Loganholme, QLD, 4129, Phone: (07) 3802 5577.**

If You are still not satisfied with the outcome of the AWN IDRC review of Your complaint, You can take Your complaint to VSC to review the dispute at no cost to You. This review will normally be completed within 15 business days. VSC can be contacted at; Virginia Surety Company Inc. PO Box 246, Balwyn Vic 3103, Phone 1300 654 611 or by emailing: customerfeedback@assurant.com

If You are still not satisfied with the outcome of either AWN's review or VSC's review of Your complaint, You are entitled to take Your complaint to the Australian Financial Complaints Authority (AFCA), the External Resolution Scheme. The AFCA details will be supplied with AWN's and the VSC's written response to Your complaint review.

Further details will be provided at the appropriate stage of the complaints process. This complaints procedure does not affect Your legal rights.

PROFESSIONAL INDEMNITY INSURANCE OF LICENSEE

AWN holds Professional Indemnity (PI) insurance. The PI cover is maintained in accordance with the law; is subject to its terms and conditions; and provides indemnity up to the sum insured for the activities of the employees and Authorised Representatives in respect of the financial services authorised under the Australian Financial Services Licence of AWN.