

# LAC

## Additional Cover - Australia

### Product Disclosure Statement



**AWN**   
INSURANCE

Coverholder at **LLOYD'S**

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 Lloyds and holder of AFS Licence No. 246469. AWN Insurance does not take into account your personal or financial circumstances when offering these products.

## WELCOME TO YOUR ADDITIONAL COVER REFUND INSURANCE POLICY DOCUMENT

This insurance is designed to reimburse the costs not covered by the **Rental Company** that **You** must pay under a **Rental Agreement** following an incident involving a **Rental Vehicle**. It also provides additional benefits, such as:

- Cover against the costs incurred as a result of **You** putting the wrong type of fuel into a **Rental Vehicle**;
- Cover for replacing the locks and keys of a **Rental Vehicle** if the original keys are lost or stolen;
- Cover against **Administration Charges** applied by a **Rental Company** which cannot be recovered following a claim which is covered by this insurance.
- Cover for **Your** Personal Possessions damaged or stolen from the locked boot, covered luggage area or glove box of the **Rental Vehicle**.

Please note that this insurance may not remove any requirement for **You** to pay a deposit or bond to a **Rental Company** at the time of collecting a **Rental Vehicle**.

The above is only a limited summary so please carefully read this PDS document for the full details of the terms, conditions, limits and exclusions that apply before deciding to purchase the **Policy**.

## 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 **Policy**. This PDS was prepared on 1st December 2021. Certain words have special meanings in this PDS and the **Policy** Terms and Conditions. A full list of definitions is shown in the Definitions section of the **Policy** Terms and Conditions.

- **Administrator** - The company who administers this insurance and handles any claims. This is Australian Warranty Network Pty Ltd trading as AWN Insurance, P.O. Box 4301, Loganholme, QLD 4129.
- Insurer(s) or **Underwriters** - Certain **Underwriters** at Lloyd's.
- **We/Us/Our** - The Insurer or **Underwriters** acting through the **Administrator**.
- **You /Your** - The person(s) named as the insured **Policy** holder(s) on the **Policy Schedule** and any eligible person(s) authorised by the vehicle **Rental Agreement**.

## LANGUAGE

All **Policy** documents and all communications with **You** about the **Policy** will be in English. If **You** have any disability that makes communication difficult, please tell **Us** and **We** will be pleased to help.

## CHECK IF THE POLICY IS SUITABLE FOR YOU

**You** need to determine if the **Policy** is appropriate for **Your** needs as **We**, the selling agent and their representatives do not do this for **You**. The **Policy** is likely to be suitable for people who have costs payable under a **Rental Agreement**.

## GENERAL ADVICE WARNING

Any financial product advice given to **You** by **Us** or the selling agent or their representatives is general advice only, is limited to the Additional Cover Insurance **Policy** and does not take into account **Your** personal financial circumstances or needs.

## WHO IS THE UNDERWRITER?

The **Policy** is underwritten by certain **Underwriters** at Lloyd's.

If **You** need to contact the **Underwriters**, please do so through AWN.

In writing: PO Box 4301, Loganholme, QLD 4129

Phone: (07) 3802 5577

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

## ABOUT AWN AND ITS SERVICES

Australian Warranty Network Pty Ltd trading as AWN Insurance (ABN 78 075 483 206 Australian Financial Services Licence (AFSL) No. 246469.) (AWN) has been given a binder authority by the **Underwriters**, which allows AWN to enter into, administer and handle and settle claims made under the **Policy**, subject to the terms of the binder authority. In doing so, AWN acts for the **Underwriters**, not **You**. AWN's Australian Financial Services Licence authorises it to provide these services.

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](http://www.awninsurance.com.au)

## BENEFITS OF THE POLICY

This product is designed to reimburse the costs **You** must pay under **Your Rental Agreement** for the following types of claim:

COVERAGE	MAXIMUM POLICY LIMIT
<ul style="list-style-type: none"><li>• Accidental Damage or Theft, including damage to a third party vehicle</li><li>• Costs not covered by the Rental Company relating to damage or theft of the Rental Vehicle</li><li>• Tyre damage</li><li>• Windscreen and glass damage</li><li>• Damage to the Undercarriage and roof</li><li>• Damage to lights</li></ul>	\$7,500
Replacement keys and locks	\$7,500
Misfuelling	\$7,500
Credit Card and Administration charges	\$7,500
Towing Costs	\$7,500
Unused Rental Days	\$7,500
Personal Possessions	\$3,500

**You** need to determine if the cover is right for **You** and in deciding, some things to consider include:

- The costs payable under **Your Rental Agreement**;
- The costs incurred as a result of putting the wrong type of fuel into a **Rental Vehicle**.
- The costs incurred as a result of replacing the locks and keys of a **Rental Vehicle** if the original keys are lost or stolen
- How much **You** can afford to be out of pocket if a loss occurs.

Not everything is covered by the **Policy**. The above is a limited summary only and not a full description of the covers. All cover is subject to terms, conditions, exclusions and limitations that are not listed in the summary. **You** need to read the **Policy** Terms & Conditions included in this document to properly understand the cover provided and its limitations.

## COST OF THE POLICY

The cost of the **Policy** is dependent on the **Period of Insurance** **You** select. In addition to the **Policy** retail price, **You** also need to pay any applicable charges such as goods and services tax (GST).

## SELLING AGENT

AWN has relationships with authorised selling agents and selling agent's representatives who have been authorised by AWN to deal in relation to this insurance. **We** may pay a remuneration to the selling agents or selling agent's representatives when they sell **Our** products. For further details see the Financial Services Guide supplied by the authorised selling agent.

## ADDITIONAL INFORMATION AND CONFIRMATION OF TRANSACTIONS

If **You** require additional information about the **Policy** or wish to confirm a transaction, please visit **Our** website [www.awninsurance.com.au](http://www.awninsurance.com.au) or contact **Us** on +61 (07) 3802 5577 (AEST) 9 am-5 pm, Monday-Friday.

## 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. **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 Australian Warranty Network using the details provided in this document.

## POLICY TERMS AND CONDITIONS

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

### DEFINITIONS

There are a number of words in this document that have specific meaning. Whenever the following words or expressions appear, they have the meaning given below:

**Administration Charges** mean charges made by the Rental Company that cannot be recovered following an incident covered by this insurance. This includes charges applied by the Rental Company for Loss of Use.

**Administrator** means the company that administers this insurance and handles any claims. This is Australian Warranty Network Pty Ltd trading as AWN Insurance, P.O. Box 4301, Loganholme, QLD 4129.

**Australian Resident** means a person who is living or travelling in Australia.

**Loss of Use** means a charge applied by a Rental Company if a Rental Vehicle is not available for hire following an incident covered by this insurance. For the purpose of this insurance, any payment We make will be based on the price that You paid when You rented the vehicle.

**Period of Insurance** means the contract period as stated on the Policy Schedule, which the Policy operates unless ending earlier in accordance with the Policy terms or law.

**Personal Possessions** means each of Your suitcases, trunks and similar contents (including their contents) and articles worn or carried by You (including Your valuables and passport) in Your Rental Vehicle.

**Policy** means your insurance contract with Us. It includes this PDS, the Policy Schedule and any other document We agree will form part of the terms and conditions of Your Policy, including any endorsements issued by Us. These are important documents and should all be carefully read together and kept in a safe place for future reference.

**Policy Schedule** means the document We issue to You which specifies important information such as the Policy number, Your cover, the details of the sums insured and any applicable endorsements.

**Public Road** means any road which is available for use by the general public, including toll roads.

**Rental Agreement** means the contract between You and a Rental Company which allows You to hire a Rental Vehicle. It will include details about You, the Rental Vehicle, and terms and conditions of the rental.

**Rental Company** means the company who is hiring You the Rental Vehicle, which must be licensed to provide vehicles for hire in the territory in which it is situated.

**Rental Vehicle** means the vehicle hired by You under a Rental Agreement on a daily or weekly basis from a Rental Company.

**Undercarriage** means the underside of the vehicle.

**Underwriters** means Certain Underwriters at Lloyd's.

**We, Us, Our** means the Underwriters acting through their agent Australian Warranty Network Pty Ltd.

**You, Your** means the person named as the insured policyholder on the Policy Schedule and any eligible person(s) authorised by the Rental Vehicle Rental Agreement.

### BEFORE YOU DRIVE YOUR RENTAL VEHICLE

- Read **Your Rental Agreement** when **You** collect the **Rental Vehicle** from the **Rental Company**, including the terms and conditions. **We** will not pay any claim that results from a direct breach of any of the terms and conditions of **Your Rental Agreement**.
- Check the **Rental Vehicle** for any pre-existing damage and make sure it is noted on the pre-rental inspection form. If this is not possible, **We** recommend that **You** take photos that include evidence of the date when collecting the vehicle and keep these for **Your** records.

Please note that this insurance may not remove any requirement for **You** to pay a deposit or bond to a **Rental Company** at the time of collecting a **Rental Vehicle**.

### ELIGIBILITY

When **You** applied for this insurance **We** asked **You** to confirm that **You** were eligible for cover. It is important to note that the eligibility requirements are also applicable for any additional person(s) authorised by the vehicle **Rental Agreement**. The eligibility requirements are as follows:

- **You** are an **Australian Resident**.
- **You** hold a valid or internationally recognised driving licence or permit for the **Rental Vehicle**. This must be valid in the country in which **You** are travelling.
- The **Rental Vehicle** is a car with a maximum of 9 seats (including the driver), or a minibus with a maximum gross vehicle weight of 7.5 tonnes and a maximum of 15 seats (including the driver).
- The **Rental Vehicle** will not be used on a safari or an off-road adventure trail.
- The **Rental Vehicle** will not be used for any trip in, to or through: Afghanistan, Belarus, Cuba, Congo, Iran, Iraq, Ivory Coast, Liberia, Myanmar, North Korea, South Sudan, Sudan, Syria or Zimbabwe.

Please contact the **Administrator** as soon as possible if **You** are not eligible for this insurance or if **You** have any queries. Their contact details are shown in the PDS.

## COOLING-OFF PERIOD

**You** have up to 30 days from the time **You** are issued **Your** Certificate of Insurance to decide if the cover is right for **You**. This is called **Your** cooling-off period.

If **You** decide that **You** don't want this **Policy**, **You** may cancel it within the cooling-off period. **You** will receive a full refund of the premium **You** paid, provided:

1. **You** haven't started **Your Rental Vehicle** Agreement;
2. **You** haven't made a claim; and
3. **You** don't want to make a claim or exercise any other right under the **Policy**.

**You** can cancel **Your Policy** during the cooling-off period by contacting support@kingrentalcars.com.

## CANCELLING OUTSIDE THE COOLING-OFF PERIOD

If **You** request to cancel **Your Policy** outside the cooling-off period, **We** may, after review, refund all or part of **Your** unused paid premium provided:

1. **You** haven't started **Your Rental Vehicle** Agreement;
2. **You** haven't made a claim; and
3. **You** don't want to make a claim or exercise any other right under the **Policy**.

**You** can cancel **Your Policy** after the cooling-off period by contacting support@kingrentalcars.com.

## WHAT IS COVERED?

### ACCIDENTAL DAMAGE OR THEFT

**We** will reimburse the costs that **You** must pay under **Your Rental Agreement** for the following types of claim:

- Tyre damage
- Windscreen and glass damage
- Damage to the **Undercarriage** and roof
- Theft or attempted theft

### MISFUELING

**We** will pay up to the **Policy** limit for the costs incurred as a result of **You** or any person named on **Your Rental Agreement** putting the wrong type of fuel into **Your Rental Vehicle**. **We** will pay this amount towards:

- The cost of flushing the engine.
- Additional travel expenses which are necessary to continue **Your** journey.
- The cost of recovering the **Rental Vehicle**.

### KEY COVER

**We** will pay up to the **Policy** limit towards the cost of replacing the key or lock transmitter for **Your Rental Vehicle** if the original key or lock transmitter is lost or stolen, including the cost of replacement locks and any locksmith charges.

### PERSONAL POSSESSION

**We** will pay up to \$3,500 to repair or replace **Your** Personal Possessions damaged or stolen from the locked boot, covered luggage area or glove box of the **Rental Vehicle**.

### ADMINISTRATION CHARGES

**We** will pay up to the **Policy** limit towards any **Administration Charges** which are applied by **Your Rental Company** and cannot be recovered following a claim which is covered by this insurance. This includes charges for **Loss of Use**.

### TOWING COSTS

**We** will pay up to the **Policy** limit towards any towing costs in the event the **Rental Vehicle** breaks down.

### UNUSED RENTAL DAYS

**You** and any of **Your** travelling party are covered for a pro rata refund up to the **Policy** limit if the car **Rental Agreement** is cancelled or cut short due to the following:

- A medical condition that has affected **You** or one of the travelling party. Please note a medical certificate will need to be provided
- A medical condition that has affected an immediate family member of **You** or **Your** travelling party. Please note a medical certificate will need to be provided
- An accident or mechanical breakdown which necessitates the cancellation of **Your** vehicle rental.

### MAXIMUM BENEFIT

The most **We** will pay is \$7,500 during any one **Period of Insurance**.

The most **We** will pay for a Personal Possessions claim is \$3,500 during any one **Period of Insurance**.

## PERIOD OF INSURANCE

The Period of Insurance is stated on Your Policy Schedule and cover begins when You collect a Rental Vehicle from a Rental Company. Cover ends on either the date You return the Rental Vehicle to the Rental Company, the end date shown on Your Policy Schedule or when a claim is made, whichever happens first. If You wish to vary the Period of Insurance, You should contact support@kingrentalcars.com. Policies are available as follows:

VEHICLE	MAXIMUM DURATION
Cars	Up to 180 days
Minibuses	Up to 180 days

## EXCLUSIONS

We will not pay any claim:

1. If You do not meet the eligibility requirements for this Policy (as detailed on page 3 of this Policy Document).
2. For any costs that can be recovered from the Rental Company or any other person or company.
3. Which results from a direct breach of the terms and conditions of Your Rental Agreement.
4. Which is for third party death or injury only.
5. For damage or theft of Personal Possessions unless they are out of sight in the locked boot or covered luggage area or glove box of the Rental Vehicle.
6. For accessories which are fitted to or supplied with the Rental Vehicle, such as sound systems, radios, tape, CD or MP3 players, ski racks, car seats, GPS and satellite navigation equipment and telecommunications equipment.
7. For mechanical repairs or the cost of any replacement parts which are necessary as a result of misfuelling.
8. For any costs relating to a missed departure as a result of misfuelling.
9. Resulting from wear and tear.
10. Resulting from Your misuse of alcohol or drugs (including the misuse of prescription drugs).
11. Resulting from a fraudulent, dishonest or criminal act committed by You.
12. Resulting from illegal activities carried out by You.
13. If the Rental Vehicle was being driven by a person that is not an eligible person(s) authorised by the vehicle Rental Agreement.
14. That occurs while the Rental Vehicle is not on a Public Road, for example while on a safari or an adventure trail.
15. For any loss or damage resulting from a deliberate and intentional act by You.
16. For loss or damage resulting from 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.
17. For loss or damage resulting from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
18. For damage resulting from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
19. We will not pay for any loss, damage, liability, cost or expense caused by malicious or non-malicious use of any application, process, software, code or programme, including computer virus (or any computer-related hoax).
20. We will not pay for any loss, theft of, or damage to bank or currency notes (including debit and credit cards), cheques or negotiable instruments such as travellers cheques.

## GENERAL CONDITIONS

1. Unless You have Our permission in writing, You must not admit that You or any eligible person(s) authorised by the vehicle Rental Agreement are at fault for an incident or give any representations or promises on Our behalf which are binding upon Us. We have the right to conduct, control and settle all proceedings arising out of, or in connection with, a claim under this insurance.
2. Cover is provided in the countries specified in Your Rental Agreement, unless they are excluded in the eligibility criteria on page 3 of this Policy Document.

## YOUR DUTY OF DISCLOSURE

Before You enter into an insurance contract, You have a duty of disclosure under the Insurance Contracts Act 1984.

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.

## 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.

## MORE THAN ONE INSURED

If more than one person is authorised as the Insured, We will treat a statement, act, omission or claim of any one of those people as a statement, act, omission or claim by all people named as the Insured on this Policy.

## PRIVACY NOTICE AND CONSENT

Unless the context otherwise provides, in this section '**We**', '**Our**' or '**Us**' means the **Underwriters** and AWN.

Personal information is essentially any information or an opinion about an identified individual, or an individual who is reasonably identifiable. See the Privacy Act for full details of what constitutes personal information. This privacy notice details how **We** collect, disclose and handle personal information.

## WHY DO 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, 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** to.

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**, other insurers and reinsurers, Lloyd's, **Our** claim management partner(s), **Your** 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 United Kingdom. Who they are may change from time to time.

**You** can contact **Us** for details or refer to **Our** Privacy Policy available on **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. It is available at **Our** website [www.awninsurance.com.au](http://www.awninsurance.com.au) or by contacting **Us** on +61 (07) 3802 5577 (AEST) 9 am-5 pm, Monday-Friday.

## 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, including for things such as receiving information on products and offers by **Us** or persons **We** have an association with, please contact **Us**. **You** can opt-out of this by emailing [administration@awninsurance.com.au](mailto:administration@awninsurance.com.au) or by calling **Us** on +61 (07) 3802 5577.

## TAXATION INFORMATION

Premiums are subject to Goods and Services Tax (GST). GST will also affect any claim **You** make under the **Policy**. Please refer to the "Goods and Services Tax" section of the **Policy** below.

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

## GOOD AND SERVICES TAX (GST)

Any claim payments made under the **Policy** will be based on GST inclusive costs up to the relevant maximum amount that **We** pay. However, if **You** are or would be entitled to claim any input tax credit for any of the things covered, **We** will reduce any claim under the **Policy** by the amount of such input tax credit. **You** must advise **Us** of **Your** correct input tax credit percentage where **You** are registered for GST.

**You** are liable to **Us** for any GST liability **We** incur arising from **Your** incorrect advice or inaction.

## HOW TO MAKE A CLAIM

Read the **Policy** carefully to ensure **Your** claim is covered by the **Policy**.

advise the **Rental Company** of the damage of the **Rental Vehicle** as soon as possible. If the **Rental Vehicle** is undrivable please contact the **Rental Company** directly.

Go to [www.awnclaimform.com](http://www.awnclaimform.com) and fill in the Customer Claim Checklist. Please provide the necessary information and follow instructions accordingly.

## THINGS YOU MUST DO

**You** must comply with the following conditions. If **You** fail to do so and this affects the ability of the **Administrator** to fully assess **Your** claim or keep **Our** losses to a minimum, **We** may not pay **Your** claim or any payment could be reduced.

All claims must be reported to the **Administrator** as soon as possible but in any event, within 30 days of **You** becoming aware of an incident. **You** must complete a claim form (in full) and provide at **Your** own expense, any information and assistance which the **Administrator** may require in establishing the amount of any payment under **Your** insurance.

The **Administrator** may request the following information and supporting documents:

- **Your Policy** Number and scheme code, which are both shown on **Your Policy Schedule**.
- A copy of **Your Rental Agreement**.
- A copy of the accident damage report (or similar document) and/or a photographic picture of the damage caused.
- A copy of the driving licence of the person in control of the **Rental Vehicle** at the time of an incident.
- Proof that **You** have paid the costs for which **You** are seeking reimbursement, such as a copy of **Your** credit/debit card statement showing the payment(s) made, or receipts, invoices or other similar documents to validate **Your** claim.
- **Your** bank details to enable the **Administrator** to make a claim payment.
- Details of the incident for which **You** are making a claim (including the time and date).
- A copy of the police report (if applicable).
- A copy of pre-rental inspection report (if completed).
- The contact details of any witnesses or other parties involved in an incident.
- A copy of the final itemised repair invoice, or an estimate if the invoice is unavailable.
- Confirmation from the **Rental Company** of any amounts to be refunded to **You**.
- Confirmation from the **Rental Company** that the amount charged is in full and final settlement.

## CLAIMS ASSESSMENT AND AUTHORISATION

- Upon receipt of a claim enquiry, **We** will check whether **Your** claim is valid under the **Policy** and that all **Policy** Terms & Conditions as detailed in this document have been adhered to; and
- If the claim is valid, **We** will make payment in accordance with the terms of the **Policy**.

## OTHER INSURANCE

If at the time of a valid claim under this **Policy**, there is another insurance **Policy** in force that covers **You** for the same loss or expense, **We** may seek recovery of some or all of **Our** costs from the other insurer. **You** must give **Us** any help or information **We** may need to assist **Us** with **Our** loss recoveries.

## CLAIMS HANDLING AND OUR RIGHT OF RECOVERY

**We** are entitled to take over, defend or settle any claim under this **Policy** in the name of **You** or any other person covered by this **Policy** and **We** are entitled to take legal action in any such name to recover any payments **We** make.

## COMPLAINTS RESOLUTION

### COMPLAINTS ABOUT POLICY AND CLAIM ADMINISTRATION MATTERS

This Insurance is subject to the provisions of the Insurance Council of Australia's General Insurance Code of Practice. For more information see [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure.

Please contact AWN Insurance in the first instance:

**Internal Dispute Resolution Officer - AWN Insurance**

Email: [idr@awninsurance.com.au](mailto:idr@awninsurance.com.au)

Phone: (07) 3802 5577

**Post:** PO Box 4301, Loganholme QLD 4129

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

#### **Lloyd's Australia Limited**

**Email:** [idraustralia@lloyds.com](mailto:idraustralia@lloyds.com)

**Phone:** (02) 8298 0783

**Post:** Suite 1603, Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA) at any time, and if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint:

#### **AFCA can be contacted as follows:**

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**Phone:** 1800 931 678

**Post:** GPO Box 3 Melbourne VIC 3001

Your complaint must be referred to AFCA within 2 years of the final decision. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or provided with other options.

The Underwriters accepting this Insurance agree that:

- i. if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- ii. any summons notice or process to be served upon the Underwriters may be served upon:  
Lloyd's Underwriters' General Representative in Australia  
Suite 1603, Level 16, 1 Macquarie Place, Sydney NSW 2000  
who has authority to accept service on the Underwriters' behalf;
- iii. if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this **Policy** **IMMEDIATE NOTICE** should be given to:

#### **National Claims Manager - AWN Insurance**

**Email:** [claims@awninsurance.com.au](mailto:claims@awninsurance.com.au)

**Phone:** (07) 3802 5577

**Post:** PO Box 4301, Loganholme QLD 4129

#### **INSURER LIABILITY**

This **Policy** is underwritten 100% by Lloyd's syndicate, and each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total liability for the syndicate, which is the total of the proportions underwritten by all the members of the syndicate taken together. A member is liable only for that member's proportion and is not jointly liable for any other member's proportion.

The business address of each syndicate member is Lloyd's, 1 Lime Street, London EC3M 7HA. The identity of each member and their respective proportion may be obtained by writing to Market Services, Lloyd's, at this address.

#### **THE LAW & LEGAL PROCEEDINGS APPLICABLE TO THIS MECHANICAL BREAKDOWN INSURANCE**

#### **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.

# Financial Services Guide

Date of Issue:

## Authorised Representative Details

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

ABN:

ADDRESS:

AR NUMBER:

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 Authorised Licensee:

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

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

3801 - 3803 Pacific Highway

Tanah Merah QLD 4128

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

Email: customersupport@awninsurance.com.au

AWN as an appointed cover holder of Lloyd's provides the listed products underwritten by certain underwriters of Lloyd's. Lloyd's is the world's leading specialist insurance market that offers an unrivalled concentration of specialist insurance, underwriting expertise and reinsurance risk.

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:

- Excess Refund Insurance
- Excess Waiver Insurance

## HOW ARE WE REMUNERATED?

### Authorised Representatives

We and our associates are paid a commission for arranging Your insurance policy. Our employees may receive salaries, depending on the nature of their employment. Bonuses may be linked to general overall performance, including sales performance and may include all or part of the commission received by Us.

We are also paid a fee for providing fulfilment services relevant to the operation of Your insurance policy. This fee is already incorporated into the premium payable by You and the amount can vary depending on the services provided.

For more information about the remuneration or other benefits received for the financial services provided, please ask Us within a reasonable time of receiving this FSG and before You choose this product.

### 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. If our

review takes more than 10 business days, we will provide you with regular updates and, depending on the outcome, may engage Lloyd's to conduct a further review before you receive a final decision.

**Please address all complaints to:**

**Mail:** Internal Dispute Resolution Committee, AWN, PO Box 4301, Loganholme, QLD, 4129.

**Phone:** (07) 3802 5577.

**Email:** idr@awninsurance.com.au

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.