Caravan Protect Elite Mechanical Breakdown Warranty

Sample Product Disclosure Statement and Product Document

WELCOME

This Mechanical Breakdown Warranty is designed to help reduce the financial impact of unexpected and potentially expensive mechanical repairs to Your Caravan by providing the parts and labour coverage on Covered Components as listed under Mechanical 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 Mechanical Breakdown Warranty document for the full Terms and Conditions.

Important Notice: AWN is authorised by ASIC to provide miscellaneous financial risk products designed to help You manage financial risk associated with Your Caravan. While this Product offers You protection for Your Caravan, it is NOT an insurance product and You should seek Your own financial advice if You do not understand the Product.

LANGUAGE

All Warranty documents and all communications with You about this product 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.

ADVICE WARNING

Any financial product advice given to You by the Selling Agent or their representative is factual advice only, limited to this Mechanical Breakdown 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.

WHO PROVIDES THE SERVICE?

Australian Warranty Network Pty Ltd trading as AWN Insurance,

ABN 78 075 483 206

Australian Financial Services (AFS) Licence No. 246469

PO Box 4301, Loganholme QLD 4129

Phone: (07) 3802 5577

Web: www.awninsurance.com.au

AWN Insurance provides this Mechanical Breakdown Warranty Product in respect of the Caravan specified on the Product Schedule.

SELLING AGENT

AWN has relationships with authorised Selling Agents and Selling Agent representatives who have been authorised by AWN to deal in relation to this Product. 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 (FSG) supplied by the authorised Selling Agent.

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 Mechanical Breakdown Warranty. This PDS was prepared on 1st of November 2023. Certain words have special meanings which are explained in the Definitions section of the 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.

DISCRETIONARY RISK OF THE MECHANICAL BREAKDOWN WARRANTY

AWN has discretion as to whether it will or will not pay a Claim that falls within the Mechanical Breakdown Warranty Terms and Conditions and Limitations. AWN will not exercise that discretion in a way that is unfair and unconscionable, within the Terms and Conditions and limitations of the Mechanical Breakdown Warranty and will always consider the merits of the Claim and the requirements of the applicable State and Commonwealth legislation.

We also have a comprehensive Complaints Resolution Process which is explained in Section 19 of this document.

As this Mechanical Breakdown Warranty is a discretionary product it does not offer the same level of protection as an insurance product. The level of protection is limited to the Covered Components listed under the heading Significant Characteristics of this Mechanical Breakdown Warranty only. However, AWN has satisfied the Australian Securities and Investments Commission (ASIC) requirements for an Australian Financial Services Licence.

This Mechanical Breakdown Warranty is not associated with the manufacturer of Your Caravan nor is it an extension of any warranty that was provided by the manufacturer or the Selling Agent. Claims against the manufacturer or the Selling Agent may be available under the Australian Consumer Law. This Mechanical Breakdown Warranty is not a repair or maintenance program for Your Caravan.

There is also a risk when purchasing this Mechanical Breakdown Warranty that one or more of Your Claims may exceed the applicable Benefit Limit for a particular Covered Component under this Mechanical Breakdown Warranty.

Detailed information about the Mechanical Breakdown Warranty Benefit Limits for each benefit under Your Mechanical Breakdown Warranty is listed under the "Warranty Cover" in Section 2. There is also a risk that if You fail to meet any of the conditions set out in this Mechanical Breakdown Warranty Contract, AWN may not exercise its discretion in Your favour. Make sure You carefully read the Terms and Conditions for details of the servicing and other conditions that apply to this Mechanical Breakdown Warranty.

BENEFITS OF THE MECHANICAL BREAKDOWN 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 Mechanical Breakdown 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.

The Mechanical Breakdown Warranty terms and limits of liability should be read in conjunction with Your Obligations (Section 8 of the Terms and Conditions).

The cover provided by this Mechanical Breakdown Warranty saves You the cost of repairs should a mechanical breakdown in a Covered Component occur. Further, AWN's experience, knowledge and expertise allow AWN to direct Your Caravan 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 MECHANICAL BREAKDOWN WARRANTY

The cost of the Mechanical Breakdown Warranty is dependent on the type of Caravan and the cover term You select. In addition to the retail Mechanical Breakdown 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 Mechanical Breakdown Warranty price and the amount of these taxes and/or charges will be shown on Your Product Schedule.

The cost of the Mechanical Breakdown Warranty will also be determined by the payment method used by You. If the Mechanical Breakdown 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.

COOLING OFF PERIOD

You may cancel this Mechanical Breakdown Warranty for any reason within 30 days from the Application Date of the Product 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 Product Schedule to Us, together with a letter to request cancellation of the Mechanical Breakdown Warranty during the Cooling Off Period. If the Mechanical Breakdown 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).

QUALITY GUARANTEE

All repairs to Covered Components authorised by Us prior to the commencement of work will also be covered by this Product for the remaining period of cover under this Mechanical Breakdown Warranty. You may also have the additional benefit of consumer guarantees under the Australian Consumer Law in relation to the quality of the repairs and any replacement components. Please tell Us if You are not satisfied with the authorised repairs.

PAY BY INSTALMENTS

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

The following additional conditions apply using the pay-by-instalments option:

- If You are paying by instalments and an instalment remains unpaid for 14 days or more, without notice to or arrangement with the third-party provider, We may refuse a Claim.
- If an instalment remains unpaid for a period of one month past its due date, We can, after giving notice to You, cancel the Product.
- If You have an authorised Claim during the pay-by-instalment term, We may, after giving notice to You, deduct any outstanding instalments from the Claim amount We authorise.
- If You transfer the Product to a new owner throughout the term of the Instalment Plan, the balance of the Instalment Plan must be paid in full before the Product can be transferred (see Section 14 for all other Transfer details).
- 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.

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, 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 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 Warranty. The exact amount of time that Consumer Guarantees last in the case of a specific purchase varies depending on the circumstances.

Your Caravan 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 Caravan 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 Warranty, they 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 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 Caravan or the Caravan manufacturer.

DEFINITIONS

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

Additional Benefits mean those benefits in addition to the rights and remedies available under the Australian Consumer Law.

Application Date means the date the Mechanical Breakdown Warranty application was submitted to AWN as specified in the Product Schedule.

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 Repairers 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).

Benefit Limit means the monetary limit for each authorised Claim under this Mechanical Breakdown Warranty indicated on the Product Schedule, and also as set out in the Limits of Liability (Section 10) of this Mechanical Breakdown Warranty document.

Caravan means the used Caravan specified on the Product Schedule and Mechanical Breakdown Warranty Application Page in this document.

Claim means a Claim for authorised repair submitted in accordance with these terms and approved by AWN.

Covered Component(s) means only those mechanical components or parts of Your Caravan that are listed in the table under Mechanical Breakdown Warranty Cover (Section 2). Any component or item not listed in that table is not covered under this Product.

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

Market Value means the invoiced value of Your Caravan at the time of purchase (excluding any modifications, aftermarket accessories, any interest fees and charges, insurance and government taxes).

Mechanical Breakdown Warranty means this document.

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

Pre-Existing or Known Fault means a mechanical fault with a Covered Component of the Caravan, reasonably determined on inspection by an Approved Repairer to have occurred or existed, and which You knew, or ought reasonably to have known existed, or where in the opinion of an independent repairer it may reasonably be assumed to have occurred or existed, prior to the Application Date and is not the direct consequence of or result from a known manufacturing fault.

Premium means the amount paid for this Product.

Product means this document.

Product Schedule means the document We provide to You, which You as the Product holder and sets out what this Product covers You for including relevant limits and sums insured. We will replace Your Product Schedule whenever You make any changes to the Product.

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).

Total Benefit Limit means the total monetary limit for all valid Claims under this Mechanical Breakdown Warranty specified on the Product Schedule, and also as explained in the Limits of Liability (Section 10) of this document. The Total Benefit Limit is limited to the Market Value of Your Caravan at the time of purchase, or the limit of $120,000, whichever is the lesser.

We, Our, Us means Australian Warranty Network Pty Ltd trading as AWN Insurance.

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

TERMS AND CONDITIONS

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

1. ELIGIBILITY

This Mechanical Breakdown 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 Caravan:

- Has a Market Value of at least $3,000;
- Has not been modified from the manufacturer specification which would have any effect on the Covered Components; and
- Is registered in Australia.

We will not authorise or pay a Claim or may reduce the overall Benefit Limit payable if Your Caravan is:

- Used in competitions, rallies, racing, pacemaking, reliability trials, speed or hill climbing, or any other type of motor racing or competitive activity;
- Carrying and/or towing loads above the gross combination weight of the trailer and Your Caravan, as specified by the manufacturer's logbook recommendations;
- A rental vehicle;
- Carrying passengers for hire or reward;
- Used for the purposes of:
  - Deliveries or as a courier vehicle;
  - Police or emergency services activities;
  - Driver instruction or tuition for reward; or
  - Mining and or excavation activities.
- Determined reasonably to be un-roadworthy or unregistered;
- Being used outside of Australia at the time of the event resulting in a Claim under this Product.

2. WARRANTY COVER

This Mechanical Breakdown Warranty covers only the Covered Components of the Caravan listed below. Any component or item not listed below is not covered by this Mechanical Breakdown Warranty. Please tell Us if You do not understand any of the exclusions or which components are covered.

Covered Components	You are covered against the failure of the mechanical Covered Components that would have been covered by the original Manufacturer's Warranty if it had not expired. Please see Section 4 "Exclusions" for a comprehensive description of components not covered.
Benefit Limit	You are covered up to the Benefit Limit recorded on the Product Schedule.
Total Benefit Limit	The Total Benefit Limit under this Mechanical Breakdown Warranty for the total of all Claims is limited to the Market Value of Your Caravan at the time of purchase, or the limit of $120,000, whichever is the lesser.

For all limits of liability and exclusions of the Warranty, please refer to the Limits of Liability (Section 10), Exclusions (Section 4) and Miscellaneous (Section 12).

OPTIONAL APPLIANCE COVER

Optional - Benefit Limit on all appliances $1,000

The following Appliance Cover is only available to be purchased in conjunction with a Mechanical Breakdown Insurance Policy.

This Appliance Cover will run from the Caravan Mechanical Breakdown Insurance Cover Commencement Date for the term of the Policy.

Cover available for the following Appliances fitted by the original Caravan manufacturer:

Suspension

Floor heating

Solar panel

TV antenna

Washer/dryer

Step & slide outs

Reverse camera

Stereo unit

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 10).

Towing Assistance: (Claim Limit: Up to $100 per Claim) - Reimbursement up to the Claim Limit for towing charges in the event of a covered mechanical breakdown where Your Caravan is unable to be efficiently mechanically repaired where it is located or safely driven to an AWN Approved Repairer.

Accommodation Assistance: (Claim Limit: Up to $100 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 from Your registered residence and the covered breakdown takes more than 48 hours to repair.

4. EXCLUSIONS

The following are not covered under this Mechanical Breakdown Product:

- Damage to the Covered Components as a result of:
  - Overheating or failure to properly maintain coolants and lubricants;
  - Impact or a road traffic accident;
  - Modifications to the Caravan outside of manufacturer's logbook recommendations;
  - Non-manufacturer fitted parts, which have not been fitted to the Australian Design Rules;
  - Not being maintained in accordance with the appropriate service requirements of this Product (Section 8, Your Obligations);
  - Misuse, neglect, abuse or inappropriate servicing or any repairs required as a result of continued operation of the Caravan once a defect or fault has occurred;
  - Failure to maintain recommended levels or use of incorrect types and grades of fuel, oil, coolants or lubricants or use of any contaminated fuel, oil, coolants or lubricants;
  - Corrosion, rust, fire, illegal use (including damage as a result of the theft of the Caravan), malicious damage, impact, accident, earthquake, flood or other occurrences of nature, riot or civil commotion, war, terrorism, invasion, strikes or resulting from nuclear fission, fusion or radioactivity;
  - The Caravan is fitted with an LPG unit other than a unit supplied, fitted and endorsed or approved by the manufacturer's logbook recommendations; or
  - Deterioration due to Normal Wear and Tear or the gradual reduction in operating performance of the Caravan or any Covered Component; (refer to the definition of Normal Wear and Tear);
  - CV joints or any shafts where the dust boot is damaged; or
  - Water leaks, oil leaks, oil seals, O-rings, belts & hoses.
- Any Pre-Existing or Known Faults existing prior to the commencement of cover or which can be reasonably determined to have arisen or occurred during the Manufacturer's Warranty and/or the Selling Agents Statutory Warranty period for the Caravan;
- Any repairs or mechanical failures where We have not been provided with a reasonable opportunity to assess the damage/fault for the purpose of determining that the repair/replacement was required to remedy a fault or reduce the likelihood of the mechanical failure;
- Tyres or wheels (unless covered elsewhere in the Product), batteries, mechanical adjustments, exhaust system components, replacement or other servicing (including items scheduled as routine servicing in accordance with the manufacturer's logbook recommendations for Your selected Caravan) which in the judgement of the manufacturer are made or should be made as part of appropriate servicing or maintenance;
- Any Covered Components or Parts subject to recall by the manufacturer, component parts or design elements which are found to have been an inherent design fault, including parts subject to:
  - An Australian Competition and Consumer Commission (ACCC) recall;

- A manufacturer recall; or
- Any notice of faults issued by the manufacturer;

- Noisy parts or components, in the absence of their mechanical failure;
- Any tapping's, threads, fixings and/or fastening devices or repairs as a result of these components not being fitted correctly or in accordance with manufacturer's logbook recommendations;
- Interior trim components, including but not limited to seats, seat belts (excluding mechanical and electrical components), storage compartments, cup holders, ashtrays, components made of glass and/or decorative fascia components;
- Paintwork, panel and bodywork and all related Caravan Components, including but not limited to, lamps and lamp units, weather-strips and seals, components made of glass, and/or any exterior trim or decorative components;
- Any consequential financial or non-financial loss, damage or liability of any kind incurred as a result of the incident giving rise to a Claim, except unavoidable mechanical damage caused by the failure of a Covered Component.
- Subsequent mechanical failure or damage to other components caused by the failure of the Covered Component where You continue to operate Your Caravan, except where:
  - You could not have reasonably prevented the subsequent mechanical damage; or
  - You could have prevented the subsequent mechanical damage and took the steps which a reasonable person in the circumstances would have taken to prevent it.
- Costs, loss, liability or damage associated with or related to:
  - any hacking event including any loss, damage, liability, cost or expense caused by or associated in any way with malicious or non-malicious use of any computer application, process, software, code or programme, including computer virus, malware, ransomware (or any other computer-related hoax, scam, data breach or other unauthorised access to a computer system of any kind).
  - Software modifications, upgrades/updates, unless connected to the replacement of a Covered Component;
  - Improving or reconditioning the Caravan or parts to a condition superior to that at the time of purchase or contrary to the manufacturer's logbook recommendations; or
  - Any damage due to misuse, fire, accident, theft, police incident, submersion in water, neglect, rust, excessive loading or towing without suitable equipment or any use or modification other than in accordance with the manufacturer's logbook recommendations.
- Costs associated with or related to diagnosing, dismantling and reassembling the Caravan, or consumables lost or required to be replaced unless accepted as part of an authorised Claim.

5. PERIOD OF COVER

This Mechanical Breakdown Warranty will commence on the later of;

- the Cover Commencement Date as noted on the Mechanical Breakdown Warranty Details on the Application Page; or
- the expiry of any Manufacturer's Warranty or Selling Agent's Statutory Warranty, if applicable.

This Mechanical Breakdown Warranty will cease on the sooner of:

1. The date selected by You as the Mechanical Breakdown Warranty expiry date listed under Warranty Details on the Product Schedule; or
2. When the maximum benefit of the Mechanical Breakdown Warranty has been reached; or
3. In the event You fail to comply with the Mechanical Breakdown Warranty service requirements; or
4. When the Mechanical Breakdown Warranty is cancelled by You in accordance with the Cooling Off Period.

Please note: The coverage of the Mechanical Breakdown Warranty and the Optional Appliance Cover, if selected, may commence at different times because of existing manufacturer or Selling Agent's Statutory Warranty, but all coverages will cease on the expiry date listed on the Product Schedule.

6. PRECONDITIONS

It is a precondition of this Mechanical Breakdown Warranty that:

1. The Mechanical Breakdown Warranty is purchased from an authorised Selling Agent; and
2. At the commencement of Your Mechanical Breakdown Warranty, the Caravan is in good mechanical condition, with no Pre-Existing or Known Faults. Failure to disclose any Pre-Existing or Known Faults may void this Mechanical Breakdown Warranty; and
3. The Caravan is currently registered; and
4. The Caravan 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.

7. 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 a payment within twenty-one (21) days of the Application Date, the Mechanical Breakdown Warranty Product 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 Caravan purchased is a used Caravan. If a Covered Component requires replacement, We may replace it 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 10 of the Terms and Conditions of this Mechanical Breakdown Warranty).

8. YOUR OBLIGATIONS

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

Service Requirements

You must maintain regular servicing in accordance with the Maintenance Schedule contained in this document with a qualified service agent at intervals:

- **Caravan:** At intervals not to exceed 12 months or 10,000 kilometres from the Cover Commencement Date, whichever occurs first. An allowance of no more than 30 days or 500 kilometres beyond the stated intervals will be accepted.
- **Appliance:** You must have the Appliance serviced as per the manufacturer's requirements.

This regular maintenance schedule can be completed at any licensed service facility of Your choosing.

Minimise Damage: You, or any person in control of the Caravan, must take all reasonable precautions to minimise damage to the Covered Components and/or the Caravan, and must not continue to operate the Caravan if damage to a Covered Component is reasonably suspected.

Coolants and Lubricants: Must be checked and maintained regularly.

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

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

9. ASSESSMENT AND AUTHORISATION

1. Upon receipt of a Claim enquiry, AWN will check whether Your Claim is valid under this Mechanical Breakdown Warranty and that all service requirements have been adhered to; and
2. If so, AWN may ask for the Caravan 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 Caravan within the terms of this Mechanical Breakdown Warranty.
4. Where We need to dismantle Your Caravan to diagnose for the purpose of assessing Your Claim, We may ask You to contribute if it becomes apparent the Claim is not a successful Claim. In this circumstance We will;
   i. Ask Your permission to dismantle the Caravan;
   ii. Give You an estimated cost of the cost to dismantle and diagnose;

iii. Make clear to You that those costs will not be reimbursed if the Claim is rejected.

5. No reimbursement shall be given for any work commenced without official authorisation being issued by AWN to the Approved Repairer.

10. LIMITS OF LIABILITY

1. The Benefit Limit per Claim, including the Customer Care Package, is specified on the Product Schedule. The Benefit Limit indicates the limit of each Claim at any one time on any one Claim regardless of the number of Covered Components claimed against.
2. Customer Care Package: $100 per Claim (up to a maximum of $300 for the term of the Mechanical Breakdown Warranty). A Claim will only be considered where repair of a Covered Component is approved by Us under this Policy and costs will be reimbursed to You on submission of paid tax invoices or receipts, received and approved by Us.
3. The Total Benefit Limit for the total of all Claims (including the Customer Care Package) during the period of this Mechanical Breakdown Warranty is limited to the Market Value of Your Caravan at the time of purchase, or the limit of $120,000, whichever is the lesser.
4. 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 Caravan whether paid to You or to the Approved Repairer on Your behalf to be in full satisfaction of the Claim.
5. Acceptance of the payment and/or Caravan after the repairs have been satisfactorily completed shall also be deemed to be in full satisfaction of the Claim.
6. All Benefit Limits are the GST-inclusive cost of the repairs.

11. HOW TO MAKE A CLAIM

1. Read the Mechanical Breakdown 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 Mechanical Breakdown Warranty Product number and registration number.
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.

Additional Requirements:

1. 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.
2. 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 Caravan to a better condition than the condition prior to the failure.
3. You are to pay for any work not included in an approved Claim.
4. 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.
5. If You have a problem with Your Caravan that is not claim-related, just call Our claims department and We can still assist You through Our network of Approved Repairers Australia-Wide.

12. MISCELLANEOUS

1. This is a Mechanical Breakdown Warranty for used Caravans, 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 Caravan is left unattended or being towed.
3. We will not be held responsible for any delays due to a lack of supply of parts or any materials needed to complete any work undertaken.

13. CANCELLATION

You may cancel Your Product at any time by providing Your cancellation requests in writing to P.O. Box 4301, LOGANHOLME, QLD, 4129. If You cancel Your Product, Your cover will end on the date We receive Your cancellation request, unless You inform Us otherwise and We agree to a mutually agreed date. Cancellations will be a proportionate rebate based on insurance standards for the unexpired portion of the Product less any authorised or paid Claims.

Please note:

- If the Mechanical Breakdown Warranty Premium is financed, any refund will be made to the financier or whomever the financier directs Us to pay.
- If there is Roadside Assistance included within the Mechanical Breakdown Warranty, this cannot be cancelled seperately.
- Any complimentary Mechanical Warranty will be cancelled but there will be no refundable amount.

We may cancel the Mechanical Breakdown 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 Caravan has at any time been used for rallying, racing, and competitive driving or tested for any such events.

14. TRANSFER

This Mechanical Breakdown Warranty cannot be transferred to another Caravan or Caravan agent.

If You are not in breach of the terms of this Mechanical Breakdown Warranty You may transfer the benefits of this Mechanical Breakdown Warranty to a new owner of the Caravan. As a prerequisite to transferring the Mechanical Breakdown Warranty, We require the following:

1. Proof of a current Safety Inspection Report and ownership; and
2. A mechanical inspection acceptable to Us; and
3. You must provide the above and request to transfer the Mechanical Breakdown Warranty in writing to Us within 7 days of the change of ownership of the Caravan; and
4. A transfer and administration fee of $75 is payable to Us by the new owner.

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

Please note: If by transferring the Caravan the Manufacturer's Warranty ceases, this Mechanical Breakdown Warranty will provide coverage based on the terms and conditions contained within this document for the period remaining with this Product. This only applies to the Optional Appliance Cover if the Manufacturer's Warranty coverage has expired and that You have chosen this option within the original Product. All coverages will cease on the expiry date listed on the Product Schedule.

15. DOCUMENT REPLACEMENT

In the event You lose or are unable to locate Your Product Schedule, You may apply for a replacement document. No fee will be charged if it is sent by email to You.

16. 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; and
- Determine what service or products We can provide to You e.g. offer Our insurance products; and
- 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 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, Selling Agents, Our legal, accounting and other professional advisers, data warehouses and consultants, investigators, loss assessors and adjusters, and 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 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. 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.

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 Us by calling (07) 3802 5577, alternatively, You can opt out by emailing **administration@awninsurance.com.au**. We will cancel Your Mechanical Breakdown Warranty and accordingly refund the Premium.

17. 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 Mechanical Breakdown Warranty. Please refer to the 'Limits of Liability' (Section 10).

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

18. SUBROGATION

When We pay a Claim under the Product, 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.

19. DISPUTES RESOLUTION

Complaints about product & Claim administration matters

If You wish to make a complaint about service matters such as the general administration of Your Product, 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 Contact details	
Phone: 07 3802 5577	**Post:** P.O. Box 4301, Loganholme, QLD 4129
Email: idr@awninsurance.com.au	**Web:** www.awninsurance.com.au

If You are still not satisfied with the outcome of AWN's review You may take the matter to the external dispute resolution body. The external resolution body is the Australian Financial Complaints Authority (AFCA). AFCA can be contacted at:

AFCA Contact details	
Phone: 1800 931 678 (free call)	**Post:** GPO Box 3, Melbourne VIC 3001
Email: info@afca.org.au	**Web:** www.afca.org.au

They provide 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.

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 THE FINANCIAL SERVICES GUIDE?

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 and others 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 Extended Warranty, 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

Products:

- Mechanical Breakdown Warranty.

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 40% 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?

Whether or not We are able to resolve your problem ourselves We are obliged to promptly refer all complaints or disputes to the relevant licensee. All licensees have internal dispute resolution procedures and are required to be a member of an ASIC approved external dispute resolution service ("EDRS").

If a complaint arises during the course of your dealings with the licensee or Us, please contact the licensee Claims Manager to discuss the matter.

Should the complaint remain unresolved, you may request the licensee Internal Dispute Resolution Committee (IDRC) to review the dispute at no cost to you. This review will normally be completed within 30 business days before the final decision.

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 IDRC review of your complaint, you are entitled to take your complaint to the Australian Financial Complaints Authority (AFCA), the licensee External Resolution Scheme. The AFCA details and complaints process will be supplied with the IDRC written response to your complaint review.

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.