

# API No Limit Asset Protection Insurance

Sample Product Disclosure Statement and Policy Document

## YOUR ASSET PROTECTION INSURANCE

Your Policy Schedule, along with this Combined Product Disclosure Statement, Financial Services Guide and Policy wording, certifies that We have issued Asset Protection Insurance to You. In return for the payment of the Premium, We have agreed to insure You in accordance with the terms and conditions contained in and endorsed on these documents.

Australian Warranty Network Pty Ltd (ABN 78 075 483 206, AFSL 246469) trading as AWN Insurance (AWN Insurance), PO Box 4301, Loganholme, Queensland 4129 acts on behalf of Assetinsure Pty Ltd (ABN 65 006 463 803, AFSL 488403) (Assetinsure) in arranging this insurance.

## YOUR INSURANCE CONTRACT

When You buy Asset Protection Insurance, You enter into a contract with Us (this contract is Your Policy), which is made up of:

- This Product Disclosure Statement (which contains a high-level overview of the insurance cover provided under Your Policy);
- The Policy Wording (which describes the insurance cover provided under Your Policy in detail); and
- Your Policy Schedule (this identifies the cover We provide under Your Policy, the insured(s) covered, and any conditions that may change the cover provided under Your Policy),(together, the Policy documents).

You must read the Policy documents carefully and ensure that You fully understand the terms of the insurance cover provided under Your Policy, including the interests and amounts insured. If any of these things are not in accordance with Your requirements or You are in doubt as to the meaning or the potential impact of the Policy documents, please contact AWN Insurance for assistance.

Keep Your Policy documents, together with any receipts and other evidence of ownership and value of items insured under Your Policy, in a safe place.

## IMPORTANT INFORMATION

It is important that:

- You check Your Policy Schedule to ensure the details are correct and that the cover is as You requested;
- You check that You are eligible for this insurance (see "Eligibility" Part B);
- You check the information You have given Us is accurate (see "Your Duty of Reasonable Care" Part B);
- You notify the Selling Agent as soon as possible of any inaccuracies on Your Policy Schedule, or if You are not eligible for the insurance; and
- You comply with any duties detailed under each section of the Policy document and under the insurance as a whole.

## TARGET MARKET DETERMINATION

From 5 October 2021, a Target Market Determination for Asset Protection Insurance can be obtained at [www.assefinsure.com.au](http://www.assefinsure.com.au)

## UNDERSTANDING THIS DOCUMENT

This document contains Part A (Product Disclosure Statement), Part B (Policy Wording), Part C (Definitions) and Financial Services Guide. All Policy documents and all communications with You about Your Policy will be in easy to understand English. If You have any disability that makes communication difficult, please tell Us and We will be pleased to help.

Certain words and phrases have a special meaning when they appear in this document. Refer to the Definitions (Part C of this PDS) for a list of the defined terms and their meaning.

## WELCOME

Welcome to Your Asset Protection Insurance Policy.

This insurance is designed to cover You as described below:

| If the event giving rise to the Total Loss of Your Vehicle occurs:   | This insurance provides the following cover:  |
|--|---|
| Within 60 months after the Cover Commencement Date of Your Policy    | The greater of the following: <ul style="list-style-type: none"><li>• The difference between the Total Loss Valuation and the Replacement Vehicle Value of Your Vehicle; and</li><li>• The Early Settlement Amount that You owe Your Finance Company.</li></ul> |
| More than 60 months after the Cover Commencement Date of Your Policy | The difference between the Total Loss Valuation and the Early Settlement Amount that You owe Your Finance Company.  |

In addition, We will pay the relevant:

- “API plus benefit” amount to You; and
- “API optional benefit” (if You elect this option)

(Full details of the value of these benefits are provided later in the Benefit Of The Policy section) in order to compensate You for the inconvenience suffered, arising from the Total Loss claim under Your Comprehensive Motor Vehicle Insurance up to the relevant limits as shown in the Policy Schedule.

The above is only a limited summary so please carefully read Your Policy documents for the full details of the terms, conditions, limits and exclusions that apply.

## GENERAL ADVICE WARNING

Any financial product advice given to You about the API Policy by Us or the Selling Agent or their representatives is general advice only and does not take into account Your personal objectives, financial situation or needs. Please read the Product Disclosure Statement to consider whether this Policy is appropriate for Your personal objectives, financial situation or needs. If You require personal advice, We recommend that You seek advice from an insurance broker or financial advisor before making the decision to purchase, vary or cancel Your insurance.

# PART A: 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 Policy. This PDS was prepared on the 30th of June 2021.

## 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 another compliant document to update the relevant information. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, 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 Insurance using Our details provided in this document.

## 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 more likely to be suitable for people who have a Finance Agreement which may not be paid out in full with their Comprehensive Motor Vehicle Insurance payment in the event of a Total Loss claim. It is less likely to be suitable for people who have a Finance Agreement for an amount that is well below the amount payable under their Comprehensive Motor Vehicle Insurance in the event of a Total Loss claim.

## WHO IS THE UNDERWRITER?

The Policy is underwritten by Assetinsure, located at Level 21, 45 Clarence Street, Sydney, NSW 2000. Assetinsure is authorised by the Australian Prudential Regulation Authority (APRA) to conduct general insurance business. For further information visit the Assetinsure website at [www.assetinsure.com.au](http://www.assetinsure.com.au)

Provided We have received payment of the Premium, this PDS, plus any amendments We tell You about in writing and the Policy Schedule, forms Your contract of insurance with Us.

If You need to contact Assetinsure please do so through AWN Insurance by:

- **Post to:** PO Box 4301, Loganholme, QLD 4129.
- **Calling:** (07) 3802 5577.
- **Making an online query** through [www.awninsurance.com.au](http://www.awninsurance.com.au)

## ABOUT AWN INSURANCE AND ITS SERVICES

AWN Insurance performs claims and policy administration functions on Assetinsure's behalf under a binding authority. In issuing this insurance Policy the Selling Agent is acting as an agent of AWN Insurance and not as Your agent. Some of the insurance 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 Insurance by:

- **Post to:** PO Box 4301, Loganholme, QLD 4129
- **Calling:** (07) 3802 5577
- **Making an online query** through : [www.awninsurance.com.au](http://www.awninsurance.com.au)

## BENEFITS OF THE POLICY

Following a valid claim, where Your Vehicle is declared a Total Loss by Your Comprehensive Motor Vehicle Insurance provider, We will pay You as described below:

| If the event giving rise to the Total Loss of Your Vehicle occurs:   | This insurance provides the following cover:  |
|--|---|
| Within 60 months after the Cover Commencement Date of Your Policy    | The greater of the following: <ul style="list-style-type: none"><li>• The difference between the Total Loss Valuation and the Replacement Vehicle Value of Your Vehicle; and</li><li>• The Early Settlement Amount that You owe Your Finance Company.</li></ul> |
| More than 60 months after the Cover Commencement Date of Your Policy | The difference between the Total Loss Valuation and the Early Settlement Amount that You owe Your Finance Company.  |

## VALUE OF YOUR BENEFIT

| API benefits available     | Cover                               |
|----------------------------|-------------------------------------|
| API cover benefit limit    | No limit                            |
| API plus benefit limit     | \$2,000                             |
| API optional benefit limit | 5% of the Replacement Vehicle Value |

The API optional benefit is also payable if, and only if, You purchase a replacement vehicle at the same Selling Agent You purchased the Vehicle from originally. You do not have to return to the original Selling Agent to purchase a replacement vehicle but, if You do, You are entitled to the API optional benefit.

## COST OF THE POLICY

The cost of the Policy is dependent on:

- The Policy Term You choose (between 36 and 84 months);
- The Replacement Vehicle Value of Your Vehicle; and
- Whether Your Comprehensive Motor Vehicle Insurance policy has any partially over-lapping "New For Old" replacement cover (or not).

In addition to the Policy retail price, You also need to pay any applicable Commonwealth and State taxes and/or charges such as Goods and Services Tax (GST) and Stamp Duty. The Policy price and amount of these taxes and/or charges will be shown on Your Policy Schedule. The cost of the Policy will also be impacted by the payment method used by You. If the Policy 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 they are 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 by a single payment. The third-party provider will provide all disclosure documentation for Your consideration.

The following applies when paying Your Premium 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 Your Policy is cancelled (for whatever reason) and You are paying by instalments, any Premium refund otherwise due to You will be reduced by any unpaid instalments still outstanding.

## ADDITIONAL INFORMATION AND CONFIRMATION OF TRANSACTIONS

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

## FINANCIAL CLAIMS SCHEME

The insurer of this Policy, Assetinsure, is a general insurer authorised to carry on insurance business in Australia and this Policy may be a 'protected policy' as defined under the Insurance Act 1973 (Insurance Act). This means that if the insurer becomes insolvent, You may be entitled to payment under the Financial Claims Scheme that is available under the Insurance Act.

In the unlikely event Assetinsure becomes insolvent and cannot meet its obligations under this Policy, You may be entitled to payment under the Financial Claims Scheme. Access to the Financial Claims Scheme is subject to eligibility criteria. More information about the scheme can be obtained from [www.fcs.gov.au](http://www.fcs.gov.au).

The Insurance Act is administered by APRA and further information about the Financial Claims Scheme can be obtained from the APRA website at [www.apra.gov.au](http://www.apra.gov.au) or on the APRA hotline on 1300 131 060.

# PART B: POLICY WORDING

## 1. ELIGIBILITY

This Policy is available for new and used vehicles and may be purchased for vehicles purchased within 60 days before the Cover Commencement Date. When You applied for this insurance, We asked You to confirm that You were eligible for cover.

This Policy is available if Your motor Vehicle is a make and model which we will cover (please note that not all makes and models are eligible, the Selling Agent will advise whether the make and model are eligible).

Some of the additional eligibility requirements are as follows:

- Your Vehicle;
  - must be covered by a Comprehensive Motor Insurance throughout the Policy Term. Please note motor trade insurance policies are excluded;
  - is NOT a motorcycle, motor scooter, moped or caravan;
  - has not been declared a Total Loss before the Cover Commencement Date;
  - is not currently damaged, lost or stolen before the Cover Commencement Date;
  - is not a commercial vehicle with a gross vehicle weight exceeding 3.5 tonnes or used as a taxi or any other vehicle used for transporting goods for hire, fare or reward;
  - was purchased for a price between and including \$10,000 and \$160,000 at the Cover Commencement Date;
  - is no more than 15 years old;
  - is registered and driven in Australia.
- You;
  - are the registered owner or keeper of Your Vehicle;
  - are a permanent resident in Australia or an Australian registered company.
- A Guaranteed Asset Protection (GAP) insurance policy or a Return To Invoice (RTI) policy (or similar) is not already in place for Your Vehicle.
- Your Finance Agreement must be for an original financed amount not exceeding 125% of the purchase price of Your Vehicle.

We may decide not to offer cover if Your Vehicle does not meet additional eligibility criteria that We set based on the use, value, original financed amount, purchase price, Glass's Guide New Price, make or model of the Vehicle.

## 2. COOLING-OFF PERIOD

You may cancel the Policy for any reason within 30 days from the Cover Commencement Date of the Policy by notifying Us in writing at PO Box 4301, Loganholme, QLD 4129, calling Us on (07) 3802 5577 or emailing Us at [claims@awninsurance.com.au](mailto:claims@awninsurance.com.au). This is known as the "Cooling-off period". If the Policy 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 7).

## 3. WHAT DO WE PAY?

In the unfortunate situation where You suffer a Total Loss event, this insurance is designed to pay the following:

| If the event giving rise to the Total Loss of Your Vehicle occurs:   | This insurance provides the following cover:  |
|--|---|
| Within 60 months after the Cover Commencement Date of Your Policy    | The greater of the following: <ul style="list-style-type: none"><li>• The difference between the Total Loss Valuation and the Replacement Vehicle Value of Your Vehicle; and</li><li>• The Early Settlement Amount that You owe Your Finance Company.</li></ul> |
| More than 60 months after the Cover Commencement Date of Your Policy | The difference between the Total Loss Valuation and the Early Settlement Amount that You owe Your Finance Company.  |

We will pay up to the amount specified in the table in Section 4.

## 4. COVERAGE

| API benefits available     | Cover                               |
|----------------------------|-------------------------------------|
| API cover benefit limit    | No limit                            |
| API plus benefit limit     | \$2,000                             |
| API optional benefit limit | 5% of the Replacement Vehicle Value |

### Claim example 1

Total Loss occurs within 60 months of the commencement of Your Policy.

You purchase a Vehicle for \$35,000 and borrow \$39,000 over 60 months to finance the purchase.

After 21 months Your Vehicle is declared a Total Loss and Your Comprehensive Motor Vehicle Insurance provider pays Your Finance Company \$21,000, which is the market value of Your Vehicle just before the Total Loss event.

At this time You still owe the Finance Company \$27,000.

You decide to purchase a replacement vehicle at the same Selling Agent as You purchased Your original Vehicle.

The API Benefit that We pay You is calculated as follows:

| API benefits                                   | Calculated as   | We will pay You |
|--|---|-----------------|
| API cover benefit limit                        | The greater of: <ul style="list-style-type: none"> <li>An amount equal to the original Replacement Vehicle Value (\$35,000) less the amount Your Comprehensive Motor Vehicle Insurance provider pays (\$21,000), which in this instance is \$14,000; and</li> <li>An amount equal to the outstanding balance owed on Your Finance Agreement (\$27,000) less the amount Your Comprehensive Motor Vehicle Insurance provider pays (\$21,000), which in this instance is \$6,000.</li> </ul> | \$14,000        |
| API plus benefit limit                         | \$2,000   | \$2,000         |
| API optional benefit limit                     | 5% x \$35,000 = \$1,750   | \$1,750         |
| <b>Total claim payment for Your API Policy</b> |   | <b>\$17,750</b> |

### Claim example 2

Total Loss occurs later than 60 months of the commencement of Your API Policy.

You purchase a Vehicle for \$35,000 and borrow \$39,000 over 84 months to finance the purchase.

After 66 months Your Vehicle is declared a Total Loss and Your Comprehensive Motor Vehicle Insurance provider pays Your Finance Company \$10,200, which is the market value of Your Vehicle just before the Total Loss event.

At this time You still owe the Finance Company \$11,500.

You decide to not to purchase a replacement vehicle at the same Selling Agent as You purchased Your original Vehicle.

| API benefits                                   | Calculated as  | We will pay You |
|--|--|-----------------|
| API cover benefit limit                        | An amount equal to the Early Settlement Amount You owe Your finance company (\$11,500) less the Total Loss Valuation (\$10,200). | \$1,300         |
| API plus benefit limit                         | \$2,000  | \$2,000         |
| API optional benefit limit                     | 5% x \$35,000 = \$1,750  | \$0             |
| <b>Total claim payment for Your API Policy</b> |  | <b>\$3,300</b>  |

## 5. PERIOD OF INSURANCE

The Policy will commence on the Cover Commencement Date.

The Policy will end on the earlier of:

- The expiry date is shown on Your Policy Schedule; or
- The effective date of Your Policy being cancelled; or
- The date Your Comprehensive Motor Vehicle Insurance lapses or is cancelled; or
- From the time Your ownership of Your Vehicle ends; or
- On the date Your Vehicle is repossessed by the Finance Company; or
- The date the Finance Agreement is varied; or
- On payment of a claim under Your Policy.

## 6. WHAT IS NOT COVERED

The Policy will not provide any cover, and no claim will be payable, where any of the following apply:

- Any benefit of the Policy if You do not meet the eligibility requirements for this Policy.
- Any percentage or monetary amount deducted from the Total Loss Valuation by Your Comprehensive Motor Vehicle Insurance provider or a Third-Party Motor Insurer because of Contributory Negligence or due to the condition of Your Vehicle.
- Any amount that has been become due and payable under the Finance Agreement on or before the date of the incident which caused Your Vehicle to be declared a Total Loss but which has not been paid.
- Any recoverable GST where You are GST registered or part GST registered.
- Any incident resulting in a Total Loss that did not occur in Australia.
- Any event which occurs while Your Vehicle is used for hire or rental purposes, used as an emergency vehicle, for track days, road racing, rallying, pace-making, speed-testing or any other competitive event.
- Any loss of use of Your Vehicle or any other direct or indirect losses (such as travel costs or loss of earnings).
- The Salvage Value of Your Vehicle if You are not required or choose not to transfer the ownership to Your Comprehensive Motor Vehicle Insurance provider or a Third-Party Motor Insurer.
- Any claim where Your Comprehensive Motor Vehicle Insurance provider or a Third-Party Motor Insurer has offered to repair Your Vehicle but has instead made a Total Loss payment at Your request or election.
- Any loss where You have not received a Total Loss payout from Your Comprehensive Motor Vehicle Insurance provider or a Third-Party Motor Insurer.
- Any loss 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.
- Any loss resulting from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- Any early discharge penalty payment or additional interest owed under the Finance Agreement.
- Any loss that is attributable to or arising from a variation of the Finance Agreement after the Policy had been entered into. Alterations to the Finance Agreement after the Policy has been accepted is not allowed.

## 7. CANCELLATION

### **Automatic cancellation**

This Policy will automatically end on the earliest of the following dates:

- The expiry date as shown on Your Policy Schedule.
- The date You request a cancellation.
- The date You vary Your Finance Agreement.
- The date on which Your Vehicle is repossessed by the Finance Company.

- The date Your Vehicle is declared a Total Loss.
- The date Your Vehicle is sold or transferred to a new owner.
- The date Your Comprehensive Motor Vehicle Insurance lapses or is cancelled.

### Your cancellation rights

In addition to Your cooling-off rights, You may cancel the Policy at any time by notifying Us in writing by post or emailing Us at [claims@awninsurance.com.au](mailto:claims@awninsurance.com.au), or by calling Us on (07) 3802 5577. If the Policy has been issued to more than one person each person must sign the cancellation request.

### Our cancellation rights

We have the right to cancel this Policy where permitted by law. For example, We can cancel Your Policy:

- If You have failed to comply with Your duty of reasonable care;
- Where You have made a misrepresentation to Us during negotiations prior to the issue of the Policy;
- Where You have failed to comply with a provision of Your Policy, including the terms relating to the payment of Premium;
- Where You have made a fraudulent claim under Your Policy or under some other contract of insurance that provides cover during the same period of time that Our Policy covers You; or
- Where We have been unable to collect a Premium payment, We will contact You in writing requesting payment by a specific date. If We do not receive the payment by this date, We will issue a cancellation letter. Your Policy will be cancelled if payment is not received by the end of the cancellation notice period.

If You or We cancel this insurance after the cooling-off period then, provided no claim has been paid and You have no intention of making a claim or have not made a valid claim, You will receive a refund of Premium using the "Rule of 78" formula, less any government charges We are unable to recover.

The "Rule of 78" formula is defined as follows:

$$\text{Refund} = P \times (S(S+1))/(T(T+1)),$$

where;

**S** is the number of complete months remaining of Your Policy Term.

**T** is the total number of months in Your original Policy Term.

**P** is the original Premium You paid for the Policy.

This is the same partial Premium refund formula that is required to be used under the National Consumer Credit Protection Act (2009) when a Consumer Credit Insurance contract is cancelled.

### Cancellation example 1

You purchase a 60-month API Policy from Us for a Premium of \$1,200. You pay Your Premium amount up front, You do not pay the Premium by instalments.

After 30 months and 2 weeks, You decide to cancel Your Policy:

There are 29 complete months remaining of the original 60-month term.

Your refund is therefore;

$$\text{Refund} = \$1,200 \times (29 \times 30)/(60 \times 61) = \$285.25.$$

### Cancellation example 2

You purchase a 60-month API Policy from Us for a Premium of \$1,200. You decide to pay the Premium by instalments over 36 months at \$40 per month.

After 30 months and 2 weeks, You decide to cancel Your Policy:

There are 29 complete months remaining of the original 60-month term.

Your underlying refund is therefore;

$$\text{Refund} = \$1,200 \times (29 \times 30)/(60 \times 61) = \$285.25.$$

However, after 30 months and 2 weeks, You still have 6 instalments outstanding.

Your refund is therefore  $\$285.25 - (6 \times \$40) = \$45.25$ .

## 8. RENEWING YOUR POLICY

This insurance Policy cannot be renewed or extended.



## 9. YOUR DUTY OF REASONABLE CARE

Before You enter into any Policy with Us, You have a duty of reasonable care under the Insurance Contracts Act 1984 (Cth) (Insurance Contracts Act). The Insurance Contracts Act imposes a different duty the first time You enter into a contract of insurance with Us to that which applies when You vary, renew, extend or reinstate the contract.

This duty of reasonable care applies until the contract of insurance is entered into (or varied, renewed, extended or reinstated).

### **Your duty of reasonable care when You enter into a contract of insurance with Us for the first time**

When You answer Our questions that are relevant to Our decision about whether to accept the risk of insurance and, if so, on what terms, You must be honest and tell Us anything that You know and that a reasonable person in the circumstances would include in answer to the questions.

It is important that You understand You are answering Our questions in this way for yourself and anyone else that You want to be covered by the contract of insurance.

### **Your duty of reasonable care when You vary, renew, extend or reinstate the contract of insurance**

When You are proposing to vary, extend or reinstate Your Policy with Us We may ask You to answer questions that are relevant to Our decision whether to accept the risk of insurance and, if so, on what terms.

Your duty is to tell Us anything that You know and that a reasonable person in the circumstances would include in answer to the questions.

We may also give You a copy of anything You have previously told Us and ask You to tell Us if it has changed. If We do this:

- You must tell Us about any change (if You do not tell Us about a change, You will be taken to have told Us that there is no change); or
- Tell Us that there is no change.

### **What You do not need to tell Us**

Your duty however does not require disclosure of a matter:

- That diminishes the risk to be undertaken by Us; or
- That is of common knowledge; or
- That We know or, in the ordinary course of business, ought to know; or
- As to which compliance with Your duty is waived by Us.

### **Who needs to tell Us?**

The duty of reasonable care applies to You and everyone that is insured under the contract of insurance.

### **If You do not tell Us**

If You, or anyone insured under Your Policy, fails to comply with the duty of reasonable care, We may be entitled to reduce Our liability under Your contract of insurance in respect of a claim, cancel the contract or both. If the non-disclosure is fraudulent, We may also have the option of treating Your contract of insurance as if it never existed.

## 10. PRIVACY STATEMENT

This Privacy Statement describes how We collect, use, handle and disclose Your personal information. It also describes the matters to which You give Your consent when applying for a Policy.

Personal information We collect will be handled in accordance with Our Privacy Policy and the Privacy Act 1988 (Cth) (Privacy Act).

Our Privacy Policy includes information about Your right to access and seek correction of the personal information We hold about You and how You may do this, how You may make a complaint about a breach of Your privacy rights, and how We deal with complaints.

### **Collection and use of Your personal information**

We usually collect personal information from You. In some circumstances, We may collect Your personal information from another person or another source – We usually only do this where it is unreasonable or impracticable for Assetinsure to collect it directly from You or You would expect Us to collect the information from the nominated third party. For example, where You authorise a representative (e.g. an insurance broker, a financial planner, a legal services provider, an agent or carer providing services) to You to deal with Us on Your behalf.

You agree that Your personal information may be collected, held and used by Us for the purpose of providing Our services to You, including offering and assessing an application for a Policy, and providing, managing and/or administering any Policy subsequently provided to You.

In addition, You agree that Your personal information may be collected, held and used for the purposes of corresponding with You, managing any claims You make and services We provide You, executing Your instructions, managing Our relationship with You, complying with legislative and regulatory requirements, for internal purposes (including risk management, underwriting and pricing, quality assurance and training purposes), collecting payments, responding to Your enquiries, marketing Our services and understanding services You may be interested in receiving (We may do this by calling You or sending You direct mail, such as by email to Your email address) and other purposes identified at the time of collecting Your information.

## Consequences if information is not provided

If You do not provide Us with the information We need, We will be unable to consider Your application for insurance, administer Your Policy or manage any claim under Your Policy.

## Disclosure of Your personal information

You agree that We may disclose Your personal information;

- to Assetinsure;
- to Our external service providers and contractors (such as any mail house, commercial agent or entities engaged by Us to carry out certain business activities on Our behalf, such as loss assessors, claims investigators, insurance reference bureaux, underwriters and re-insurers, lead generators, data analysts, claims reference providers, hospitals, medical and health professionals and information technology service providers);
- to Our related entities, assignees, agents and external advisers (such as legal and other professional advisers);
- to any other person We consider necessary to execute Your instructions;
- to any financial institution to or from which a payment is made in relation to any Policy You have; or
- in accordance with any consent, You give or where disclosure is authorised or compelled by law (for example, to law enforcement, regulatory, government and dispute resolution bodies).

## Transfer of personal information overseas

You agree that We may disclose Your information to recipients located overseas, including the USA, Canada, Bermuda, Europe (including the United Kingdom), Singapore, Hong Kong, Asia-Pacific and India.

## Information about another person

If You provide information about any other person, You agree to tell them that You are providing this information to Us, of Our contact details in this document, the reason You are providing their information, the fact that We have collected personal information from You and of the contents of this Privacy Statement.

## How You can make a complaint and how they are handled

We are committed to providing quality services to You. This commitment extends to giving You easy access to people and processes that can resolve a service issue or complaint.

If You have a complaint about how We have handled Your personal information, please contact; The Privacy Officer, by contacting AWN Insurance on (07) 3802 5577 EST 9 am - 5 pm, Monday-Friday.

We will do Our best to resolve it quickly and fairly.

If the matter cannot be resolved to Your satisfaction by Us, You have the right to refer the matter to the Australian Financial Complaints Authority (AFCA). AFCA is an external dispute resolution body that provides a free and independent dispute resolution service for retail clients. AFCA can be contacted at:

Australian Financial Complaints Authority

**Post:** GPO Box 3, Melbourne Victoria 3001

**Tel:** 1800 931 678

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

**Web:** [www.afca.org.au](http://www.afca.org.au)

A decision of AFCA is binding on Us (up to specified jurisdiction limits). A decision of AFCA is not binding on You and You have the right to seek further legal assistance.

## 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](http://www.awninsurance.com.au) or by contacting AWN on (07) 3802 5577 EST 9 am - 5 pm, Monday - Friday.

Assetinsure's Privacy Policy (and all contact details) are currently available at <https://www.assetinsure.com.au/key-policies/privacy-policy/>

## 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](mailto:administration@awninsurance.com.au). We will cancel Your insurance Policy and accordingly refund the Premium.

## 11. GST AND TAXATION

GST refers to the goods and services tax which is the subject of A New Tax System (Goods and Services Tax) Act 1999.

The Premium on this Policy includes an amount for GST and if We pay a claim Your GST status may determine the amount to be paid on the claim.

You must advise Us if You are registered, or required to be registered, for GST purposes, and You must when requested tell Us what Your entitlement to input tax credits (ITCs) is for Your Premium.

When determining the amount to be paid for a claim under this Policy, any payment or supply We make to You for the acquisition of goods, services or other supply (or monetary compensation in lieu thereof) or otherwise for Your claim will be calculated on the GST inclusive cost of Your claim. In calculating such payment, We are entitled to reduce it by any ITC to which You are, or would be, entitled;

- for the acquisition of such goods, services or other supply; or
- if the payment had been used to acquire such goods, services or other supply.

If You make a claim and We are obliged by law to withhold any amount from the payment in order to satisfy that law (for example, because You have not provided Your ABN where required to do so), the amount withheld will be treated as forming part of the claim payment paid under this Policy (even though You have not received the withheld amount).

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

## 13. HOW TO MAKE A CLAIM

### Who to contact?

To make a claim please contact AWN by:

- **Post to:** PO Box 4301, Loganholme, QLD 4129
- **Calling** (07) 3802 5577
- **Making an online query** through [www.awninsurance.com.au](http://www.awninsurance.com.au)

### Things You must do

- You must comply with the following conditions. If You fail to do so, Your claim amount could be reduced to the extent Your failure has prejudiced Us.
  1. Make a claim for Total Loss under Your Comprehensive Motor Vehicle Insurance.  
Before You can make a claim to Us, You must make a claim for Total Loss under Your Comprehensive Motor Vehicle insurance.
  2. Notify Us that You wish to make a claim
    - All claims must be reported to the claims team as soon as possible. You must complete a claim form (in full) and provide at Your own expense, any information and assistance which the claims team may require in establishing the amount of any payment under Your insurance. You will need to provide supporting documents which may include;
      - Proof of the amount of payment of Your Total Loss claim;
      - A copy of Your Comprehensive Motor Vehicle Insurance policy schedule;
      - Details of Your Finance Agreement/Early Settlement Amount (if applicable); and
      - Other relevant documents as requested by Us.
  3. Provide Us with Your Total Loss Valuation before accepting Your Comprehensive Motor Vehicle Insurer's valuation.  
Your Comprehensive Motor Vehicle Insurer will provide You with a Total Loss Valuation.

**Please note:** Before You accept any Total Loss Valuation, You must notify the AWN Claims Team on (07) 3802 5577 to allow Us to assess as to whether the amount is unusually low. We will use this opportunity to enquire why this would be the case. Your failure to provide Us with Your Total Loss Valuation before accepting it may result in Your claim being settled based on the Glass's Guide Retail Transacted Value and not the Total Loss Valuation applied by Your Comprehensive Motor Vehicle Insurance provider. In the unlikely event Your Vehicle is not shown in Glass's Guide, We will use the average retail value of three similar vehicles as at the date of the incident which caused Your Vehicle to be declared a Total Loss by reference to Glass's Guide or, if Glass's Guide does not have three similar vehicles, We may use other trade publications.

## 14. HOW WE DEAL WITH YOUR CLAIM

If Your Vehicle was purchased under a Finance Agreement, We will make any claim payment directly to Your Finance Company.

## 15. 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.

## 16. FRAUDULENT CLAIMS OR MISLEADING INFORMATION

We take a robust approach to fraud prevention in order to keep Premium rates down so that You do not have to pay for another person's dishonesty. If any claim under this insurance is deliberately fraudulent, exaggerated, or is intended to mislead, or if any deliberately misleading or fraudulent means are used by You or anyone acting on Your behalf to obtain a benefit under this insurance, Your right to any benefit under this insurance will end, Your Policy will be cancelled without any Premium refund and We will be entitled to recover any benefit paid and costs incurred as a result of any such deliberately fraudulent or misleading claim. We may also inform the police.

## 17. GENERAL INSURANCE CODE OF PRACTICE

AWN and Assetinsure subscribe to the General Insurance Code of Practice. The General Insurance Code of Practice was developed with the Insurance Council of Australia to further raise standards of practice and service areas across the insurance industry.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code.

You can obtain more information on the General Insurance Code of Practice and how it assists You by contacting Us on (02) 9251 8055.

For more information on the General Insurance Code of Practice and CGC go to [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

## 18. DISPUTES RESOLUTION

### Complaints about Policy and 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 Insurance

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

**Phone:** (07) 3802 5577

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

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

Assetinsure can be contacted at:

#### Assetinsure Pty Ltd

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

**Phone:** (02) 9251 8055

**Post:** PO Box R299, Sydney NSW 1225

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

AFCA can be contacted on:

#### AFCA Contact Details

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

**Phone:** 1800 931 678 (free call)

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

**Web:** [www.afca.org.au](http://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.

## 19. 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.

# PART C: DEFINITIONS

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

**API** means Asset Protection Insurance.

**Comprehensive Motor Vehicle Insurance** means a fully comprehensive third-party fire and theft insurance policy for Your Vehicle to which You are named or eligible to drive.

**Contributory Negligence** means the failure by You to act carefully or thoughtfully and Your negligent act or omission which entitles the issuer of Your Comprehensive Motor Vehicle Insurance to reduce a Total Loss Valuation because You contributed to the damage to Your Vehicle resulting in a Total Loss. Examples include driving carelessly or driving without using a seatbelt.

**Cover Commencement Date** means the date [this insurance cover/Your Policy] commences as shown on Your Policy Schedule.

**Early Settlement Amount** means the amount required at the date of the Total Loss to settle the element of Your Finance Agreement that relates to the purchase of Your Vehicle.

**Finance Agreement** means the credit agreement between You and the Finance Company relating to the purchase of Your Vehicle.

**Finance Company** means an authorised Australian finance company You have the Finance Agreement with relating to the purchase of Your Vehicle.

**Glass's Guide** means an Australian automotive reference publication that provides extensive and detailed vehicle data, including make, model, body style (e.g., sedan, SUV, etc.), tyre dimensions, drivetrain (e.g. 4WD etc.), New Price, as well as retail and trade vehicle values applicable to the vehicle's age, kilometres it has travelled and condition, and so forth.

**Glass's Guide New Price** means the price of the vehicle when it was sold new according to the Glass's Guide database. The Glass's Guide New Price may be slightly different from the actual price paid for any given vehicle when it was new, due to effects such as special deals on stock clearance or the addition of optional extras. Regardless of the actual price paid for the vehicle when it was sold new, New Price means the value according to Glass's Guide.

**Glass's Guide Retail Transacted Value** means a fair estimate of the retail value of a vehicle of a given make and model, age, km's travelled and condition, as published regularly in the Glass's Guide

**Policy** means this API insurance policy.

**Policy Schedule** means the document that 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.

**Policy Term** means the period defined by the Cover Commencement Date and the cover expiry date stated on Your Policy Schedule unless it ends earlier in accordance with the terms of this Policy (see Section 5).

**Premium** means the amount payable for Your Policy, as specified in Your Policy Schedule.

**Replacement Vehicle Value** means the replacement vehicle value for the Vehicle that is specified in Your Policy Schedule.

**Salvage Value** means any deduction made under Your Comprehensive Motor Vehicle Insurance policy for You to retain the salvage of Your Vehicle.

**Selling Agent** means an individual or company appointed by AWN as an approved representative.

**Third-Party Motor Insurer** means an insurance company against who, or against whose insured person, You or parties acting on Your behalf make a claim for loss of or damage to Your Vehicle following a motor vehicle accident which was not Your fault.

**Total Loss** means where You have submitted a valid claim under a Comprehensive Motor Vehicle Insurance policy or under a policy issued by a Third-Party Motor Insurer, and the insurer declares that Your Vehicle is beyond economic repair resulting in a payment being made to compensate You for the loss of Your Vehicle.

**Total Loss Valuation** means the value of Your Vehicle at the date of the incident which caused Your Vehicle to be declared a Total Loss. This will exclude any contents or any compensation for third party claims, personal injury, vehicle rental charges or any other out of pocket expenses as assessed by the insurer of the Comprehensive Motor Vehicle Insurance policy or the Third-Party Motor Insurer.

**Vehicle** means the vehicle specified on Your Policy Schedule being a vehicle not exceeding 3.5 tonnes, registered and driven in Australia and having a purchase price of not more than \$160,000.

**We, Us, Our** means Assetinsure acting through their coverholder, Australian Warranty Network Pty Ltd. trading as AWN Insurance.

**You, Yours** means the insured named in the Policy Schedule.

# 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 are remunerated in relation to the services, and about how You may access AWN Insurance'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@awninsurance.com.au](mailto:claims@awninsurance.com.au)

AWN provides the listed products underwritten by Assetinsure Pty Ltd.

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 (which means AWN does not provide tailored advice that takes into account Your personal objectives, financial situation or needs) on general insurance products;

- Deal in general insurance products, including by distributing the Policy and issuing the Policy on behalf of the insurer, Assetinsure; and
- To retail and wholesale clients.

AWN issues the Policy under a binding authority given by the insurer, Assetinsure. This authority allows AWN to issue the Policies as if AWN was the insurer. When We do this We act as an agent of the insurer (not You).

**Products:**

- Mechanical Breakdown Warranty (including optional Tyre and Wheel Insurance)
- Asset Protection Insurance

## HOW ARE WE REMUNERATED?

**Authorised representatives**

Our representatives receive a commission 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. This will generally be 20% 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 at no additional cost to You.

**Third party introducer (if applicable and noted above)**

The Third Party Introducer (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 also paid a share of the Premium (excluding taxes and statutory charges) by Assetinsure when You are issued with a Product to cover Our operational expenses. The share is included in the Premium charged by the Authorised Representative.

AWN Insurance may also receive a profit share. The profit share is only payable to Us if certain profitability targets are met.

AWN Insurance'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.

## PROFESSIONAL INDEMNITY INSURANCE OF LICENSEE

We have professional indemnity insurance, which covers AWN for claims by retail clients that relate to the financial services provided by AWN and its representatives, including its employees. This satisfies the compensation arrangements required under section 912B of the Corporations Act. AWN is also covered for claims against former representatives while they acted on AWN's behalf.

You do not have a direct right to claim under this insurance.