

# 30 Days Complimentary Introductory Loan Protection Insurance

Sample Product Disclosure Statement and Policy Document

# WELCOME

Welcome to Your 30 days Introductory Loan Protection Insurance Cover.

30 days Introductory Loan Protection Insurance Cover (Loan Protection Insurance) is an complimentary loan protection product, which can cover You for:

- Your loan repayments in the event of Disability or Involuntary Unemployment up to a Maximum Benefit Limit of up to \$5,000; or
- Provide a payout of a Maximum Benefit Limit of up to \$5,000 in the event Your Motor Vehicle being involved in a Total Loss event.

#### **IMPORTANT INFORMATION**

- This Loan Protection Insurance is complimentary and is not a condition of Your Finance Agreement that You must have it. It is important to note that this product is for a 30 days period and **does not** provide full and extensive coverage for the term of your Finance Agreement.
- It is important that You read the Product Disclosure Statement (PDS) carefully so that You understand the extent of the cover provided by this Loan Protection Insurance and its limitations.
- This insurance product only offers the benefit of a singular Claim event.

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

### **ABOUT THIS PRODUCT DISCLOSURE STATEMENT**

This Product Disclosure Statement (PDS) contains information designed to help you make an informed decision about whether to purchase the Policy. This PDS was prepared on the 10th of April 2024. Certain words have special meanings which are explained in the Definitions section of the Policy Terms and Conditions.

### LANGUAGE

All Policy documents and all communications with You about the 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.

### **CHECK IF THE POLICY IS SUITABLE FOR YOU**

This Policy is suitable for people who have a Finance Agreement and may suffer a disability or lose their employment throughout the term of the Finance Agreement. It is less likely to be suitable for people with the same or similar coverage in other insurance options.

# **ADVICE WARNING**

Any financial product advice given to You by Authorised Representative is general advice only, limited to this insurance Policy only.

Any product information given to You by the Referrer will be factual information and they are not authorised to provide any advice, limited to this insurance Policy only.

In all instances, the Authorised Representative or the Referrer does not take into account Your personal objectives, needs or financial circumstances. Please read the Product Disclosure Statement to consider whether this Policy is appropriate for Your personal objectives, needs or financial circumstances before entering into the Policy.

# **ABOUT AWN AND ITS SERVICES**

Australian Warranty Network Pty Ltd. (AWN) trading as AWN Insurance, (ABN 78 075 483 206) is an Australian Financial Services Licence No. 246469, authorised to provide general financial product advice and deal in general insurance products. This insurance is underwritten by Sovereign Insurance Australia Pty Ltd (Insurer) (ABN 85 138 079 286) who holds AFS Licence No 342516. Under a binding authority with the Insurer, AWN as a managing general agent is authorised by them to arrange, issue, vary, cancel and handle all Claim enquiries for these Products on their behalf.

### The Insurer can be contacted:

Sovereign Insurance Australia Pty Ltd 3801-3803 Pacific Highway, Tanah Merah, QLD 4128

If You need information about this insurance, in the first instance You should contact AWN Insurance at the details set out below.

Post: PO Box 4301, Loganholme QLD 4129

Phone: (07) 3802 5577

Web: www.awninsurance.com.au

# **BENEFITS OF THE POLICY**

Loan Protection Insurance is designed to meet one of two benefits, they are:

Your loan repayments in the event of Disability or Involuntary Unemployment; or

Asset Protection Insurance if Your Motor Vehicle is involved in a Total Loss event in the Period of Insurance.

### **Provided Coverage**

Type of Cover	Maximum Benefit Limit, applicable to one valid Claim.
Disability and Involuntary Unemployment	Up to a Maximum Benefit Limit of \$5,000

### OR

Type of Cover	Maximum Benefit Limit, applicable to one valid Claim.
Asset Protection Insurance	Up to a Maximum Benefit Limit of \$5,000

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

# **POLICY LIMIT**

Limits do apply to coverage to this Policy. You should read Your Policy carefully so that You are aware of what limits are applicable to You in the event of a singular valid claim.

# **COST OF THE POLICY**

There is no premium payable by You for this product.

# THE PEOPLE WHO PROVIDE OUR SERVICES

We may use Authorised Representatives or Referrers approved by AWN.

Authorised Representatives are third parties who We have authorised to provide Your information, Your Motor Vehicle information and Your Financiers information to Us to allow Us to be able to provide You with this Loan Protection Insurance.

Referrers are other third parties who We have authorised to provide Your information, Your Motor Vehicle information and Your Financiers information to Us to allow Us to be able to provide You with this Loan Protection Insurance Cover. They will only provide general and are not authorised to provide any financial advice.

# ADDITIONAL INFORMATION AND CONFIRMATION OF TRANSACTIONS

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

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

# **POLICY TERMS AND CONDITIONS**

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

# **DEFINITIONS**

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

Active War means Your active participation in a War where You are deemed under Australian Law to be under instruction from or employed by the armed forces of any country.

Authorised Representative means an individual or company appointed by AWN as an approved representative who is limited to give general advice only.

Claim means a valid Claim authorised in accordance with these Terms and Conditions and approved by AWN.

**Comprehensive Vehicle Insurance** means the Comprehensive Vehicle Insurance policy that provides accidental loss or damage and third-party property damage cover for Your Motor Vehicle to the minimum value of the market value of Your Motor Vehicle (agreed value is acceptable but must be greater than market value at the time of the Comprehensive Vehicle Insurance being issued).

**Disability**, **Disablement** and **Disabled** means an injury or sickness that renders You incapable of continuous performance of the duties of any occupation for which You are reasonably qualified by education, training or experience as certified by a Medical Practitioner.

**Drug(s)** means any illegal substance or non-prescribed drug which, when used, impairs the person's faculties, or a prescribed drug used contrary to medical or manufacturer's advice

Employment means You are working:

- on a permanent and continuous basis for wages or income for a minimum of twenty (20) hours every week; or
- on a fixed-term contract basis for wages or income for a minimum average of twenty (20) hours every week for the duration of the contract;
- and You are not in employment of a seasonal, casual, temporary or self-employed nature.

Finance Agreement means the credit agreement between You and the Finance Company relating to the Purchase Invoice Price of Your Motor Vehicle.

Finance Company means an authorised Australian Finance Company You have the Finance Agreement relating to Your Motor Vehicle.

#### Insurer means Sovereign Insurance Australia Pty Ltd.

**Involuntary Unemployment and Involuntarily Unemployed** means You become unemployed and remain unemployed for no less than the Excess Period, as a result of You being made redundant, retrenched, or Your employer ceasing to operate. Your unemployment status is required to be certified by the appropriate government agency.

For the avoidance of doubt, in the case of a person who is employed on a fixed-term contract basis "Involuntary Unemployment/Involuntarily Unemployed" does not include a situation where the fixed-term contract comes to an end.

Loan Protection Insurance means this 30 days Complimentary Introductory Loan Protection Insurance Cover.

#### Maximum Benefit Limit means either;

- in the event of a valid Disability or Involuntary Unemployment Claim, We will pay up to the Maximum Benefit Limit of \$5,000 to Your Finance Company, as per the terms and conditions of this Policy; **or**
- in the event of a Total Loss We will pay the shortfall between the amount Your Comprehensive Vehicle Insurance provider pays as a result of a Total Loss Claim and the original Purchase Price of Your Motor Vehicle or the outstanding balance owed on Your Finance Agreement, whichever is the greatest, up to the Maximum Benefit Limit of \$5,000.

Please note: This product will only pay for a singular claim event.

**Medical Practitioner** means a doctor or specialist who is registered or licensed to practice medicine under the scope of their registration and the laws of the country in which they practice, other than You, a member of Your immediate family or Your employee.

Motor Vehicle means the Motor Vehicle as defined in the Policy Schedule.

**Nuclear Risk** means ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

**Period of Insurance** means the period during which cover is provided under this Policy as shown on the Policy Schedule. The Policy commences from the Cover Commencement Date and ends on the Expiry Date as stated on the Policy Schedule, unless the Policy ends earlier in accordance with the Policy terms and conditions.

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

**Policy Schedule** means the document 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.

**Pre-existing Medical Condition** means any medical condition of which You were aware at the time of acquiring this insurance, or a reasonable person could have been expected to be aware at the time of acquiring this insurance, and which existed in the 6-month period prior to the commencement of the Period of Insurance.

Referrer means an individual or company approved by AWN who is limited to give factual advice only.

**Terrorism** means an act including, but not limited to, the use or threat of force and/or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Total Loss** means when Your Motor Vehicle is the subject of damage, fire or theft to the extent that a claim is paid as a full and final settlement under the Comprehensive Vehicle Insurance and Your Motor Vehicle becomes the property of the Comprehensive Vehicle Insurance.

#### War means:

- 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 assuming the proportions of, or amounting to, an uprising, military or usurped power; or
- Any act of Terrorism; or
- Any act of war or Terrorism involving the use of, or of a threat to use, any nuclear weapon or device or chemical or biological agent.

We, Us, Our means Australian Warranty Network Pty Ltd trading as AWN Insurance, on behalf of Sovereign Insurance Australia Pty Ltd.

You, Your means the insured named in the Policy Schedule.

### **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 ('Eligibility' below);
- You check the information You have given Us is accurate (see 'Your Duty of Disclosure.');
- You notify AWN 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.

### ELIGIBILITY

Although this is complimentary product, You need to determine if Loan Protection Insurance and the selected level of coverage is right for You and as part of that decision, below are some things to consider:

- You must be at least 18 years of age at the commencement of the Period of Insurance.
- Be under 64 years of age at the commencement of the Period of Insurance.
- You are not self-employed or employed in a seasonal, casual or temporary nature. You are working on a continuous basis for a reward for a minimum of 20 hours per week in either;
  - Full time or permanent part-time Employment; or
  - a fixed-term contract
- You are applying for a new loan through an accredited Finance Company.
- You are not absent from work due to illness or injury, other than due to minor illness such as cold or flu.
- You must be an Australian or New Zealand citizen or holder of any Australian or New Zealand Permanent Residency Visa or 457 Visa Holder when You apply for this insurance.

# **COOLING-OFF PERIOD**

You may cancel this Policy for any reason within 30 days from the Application Date by notifying Us in writing, or by calling Us on (07) 3802 5577 or emailing Us at **claims@theclaimshub.com.au**. This is known as the 'Cooling-Off Period'. If the Policy has been issued to more than one person each person must authorise and sign the cancellation request. As this is a complimentary product there will be no applicable refund of any premium.

# WHAT DO WE PAY?

#### **Disability Cover**

If You suffer a Disability as certified by a Medical Practitioner during the Period of Insurance and as a result, You are unable to perform Your Employment for a period of greater than 30 days, We will pay 1/30th of Your Monthly Repayment for each day You are Disabled, up to the Maximum Benefit Limit of \$5,000 for the 30 day coverage of this Policy.

#### **Limitations to Disability Cover**

The Disability Cover is limited as follows:

- In the event You are able to return to light duties We will pay a benefit equal to the pro-rata amount based on Your light duties' income as a fraction of Your pre-disability income; and
- In the event that Your Medical Practitioner advises that You are able to return to work on light or part-time duties, We will reduce Your daily Claim amount in proportion to the amount You earn compared to the amount You earned prior to the event (regardless of whether or not You decide to return to work in this reduced capacity).

#### OR

#### **Involuntary Unemployment Cover**

With Involuntary Unemployment Cover, the benefits limits applicable to You will be shown on the Policy Schedule.

If You become Involuntarily Unemployed during the Period of Insurance and You are unable to perform Your Employment for a period of greater than 30 days, We will pay 1/30th of Your Monthly Repayment for every day You are Unemployed, up to the Maximum Benefit Limit of \$5,000 for the 30 day coverage of this Policy.

#### **Limitations to Involuntary Unemployment Cover**

The Involuntary Unemployment Cover is limited as follows:

- Subsequent Claims for periods of Involuntary Unemployment will only be met if You have been employed in:
  - Full-time Employment or part-time Employment or a fixed-term contract for a minimum of 20 hours a week and for more than 13 consecutive weeks following the previous Involuntary Unemployment Claim.

The benefit provided under this insurance cover:

- Are not affected by payments You may receive under Worker's Compensation or Social Security; and
- Will be paid directly to the Finance Company named in the Policy Schedule.

#### OR

#### **Asset Protection Insurance**

We will pay the shortfall between the amount Your Comprehensive Vehicle Insurance provider pays as a result of a Total Loss Claim and the original Purchase Price of Your Motor Vehicle or the outstanding balance owed on Your Finance Agreement, whichever is the greatest, up to the Maximum Benefit Limit of \$5,000.

Please note: This product allows only for a singular Claim event.

### **PERIOD OF INSURANCE**

The Policy will commence on the commencement date specified on the Schedule.

The Policy will end on the earlier of:

- The expiry date shown on Your Schedule; or
- 30 days from the commencement date; or
- The effective date of Your Policy being cancelled in accordance with the Cooling-Off Period; or
- The date upon which Your Finance Agreement is paid out in full, discharged, refinanced or terminated; or
- On payment of a Claim under Your Policy.

# **EXCLUSIONS**

Event or Circumstance	Involuntary Unemployment	Disability	Asset Protection Insurance
A Pre-existing Medical Condition occurring in the six (6) months preceding the Cover Commencement Date.		×	
Alcoholism, Drug addiction or the influence of intoxicating liquor or Drugs.	×	×	
Mental or functional disorder (meaning any form of anxiety, depression, stress, psychosis or neurosis), unless You are receiving care and attention from a psychiatric specialist or psychiatric nurse.		×	
Involuntary Unemployment which You were aware of before You entered into this Policy.	×		
Normal cessation of an Employment contract or seasonal Employment	×		
Voluntary redundancy, resignation, retirement or abandonment of Your Employment.	×		
Self-employment or where Your employing company is controlled by You or Your family.	×		
Dismissal due to misconduct. Misconduct means not following company rules or breaking the law.	×		
Disability and Involuntary Unemployment Claims simultaneously.	×	×	
<ul> <li>Any Claim arising directly or indirectly from:</li> <li>War or acts of Terrorism.</li> <li>You engaging in Active War.</li> <li>Nuclear Risks.</li> </ul>	×	×	
Total Loss event if You already have another GAP styled insurance product.			×
If the Total Loss was the result of a theft when Your Motor Vehicle was left unoccupied (that is, nobody is inside it) and is left unlocked, with the windows or roof open or with the keys inside or on it.			×
If Your Motor Vehicle if the Total Loss occurred while the person in charge of the Motor Vehicle is convicted of driving under the influence of drink or drugs at the time of an incident, or driving against medical advice.			×
If Your Motor Vehicle if the Total Loss occurred when being driven with Your consent by any person who is not authorised under Your Comprehensive Vehicle Insurance Policy.			×
Any Claim where Your Motor Vehicle Insurer or a Third-Party Vehicle Insurer has offered to repair Your Motor Vehicle, but You have requested the Claim to be dealt with on a Total Loss basis.			×
Any loss of use of Your Motor Vehicle or any other direct or indirect losses (such as travel costs or loss of earnings).			×
Your Motor Vehicle if it is driven by any person not holding a valid current licence to drive Your Motor Vehicle or driven without Your consent by a family member, spouse or partner.			×

# **YOUR DUTY OF REASONABLE CARE**

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

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

You have this duty until We agree to insure You.

For variations, extensions and reinstatement's, You have a broader duty to tell Us anything that You know, or could reasonably be expected to know, which may affect Our decision to insure You and on what terms.

# VARIATIONS, EXTENSIONS AND REINSTATEMENTS

For variations, extensions and reinstatement's, You have a broader duty to tell Us anything that You know, or could reasonably be expected to know, which may affect Our decision to insure You and on what terms.

# IF YOU DO NOT TELL US SOMETHING

If You do not tell Us anything You are required to tell Us, We may cancel Your contract or reduce the amount We will pay You if You make a Claim, or both. If Your failure to tell Us is fraudulent, We may refuse to pay a Claim and treat the contract as if it never existed.

# **MORE THAN ONE INSURED**

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

# **PRIVACY NOTICE AND CONSENT**

Personal information is essentially any information or an opinion about an identified individual, or an individual who is reasonably identifiable. See the Privacy Act for full details of what constitutes personal information.

We value the privacy of personal information and are bound by the Privacy Act 1988 when We collect, use, disclose or handle personal information. We collect personal information to offer, provide, manage and administer the many financial services and products We are involved in. By accepting this insurance products from Us and by providing Us with Your personal and/or sensitive personal information, You consent to Your information being used, processed, disclosed, transferred and retained for the purposes set out within this

notice.

This privacy notice details how We collect, disclose and handle personal information.

# 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
- Notify You of any renewable offers to any previously issued Policies; 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, other insurers and reinsurers, Our claim management partner(s), Your agents, Our legal, accounting and other professional advisers, data warehouses and consultants, investigators, loss assessors and adjusters, other parties We may be able to claim or recover against, and anyone either of Us appoint to review and handle complaints or disputes and any other parties where permitted or required by law.

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

# **MORE INFORMATION, ACCESS, CORRECTION OR COMPLAINTS**

For more information about Our privacy practices including how We collect, use or disclose information, how to access or seek correction to Your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to Our Privacy Policy. It is available at Our website <u>www.awninsurance.com.au</u> or by contacting Us on (07) 3802 5577 AEST 9 am - 5 pm, Monday-Friday.

### **YOUR CHOICES**

By providing Us with personal information, You and any person You provide personal information for, consent to these uses and disclosures unless You tell Us otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with please contact Us. You can opt out of this by emailing **administration@awninsurance.com.au** or by calling Us on (07) 3802 5577.

# **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 Policy. Please refer to the "Goods and Services Tax" section of the Policy below.

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

# **GOODS AND SERVICES TAX (GST)**

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

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

# **MAKING A CLAIM**

#### Who to Contact?

Read the full terms of this Policy carefully to ensure Your Claim is covered.

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)

### Things You must do

When making a Claim and to assist Us in processing it, You must give Us the information and assistance We reasonably request, and any information You give Us must be honest, correct and complete.

We may need certificates or other documentation to verify Your Claim, including a completed claim form. Where this is required, We will ask for it. Any costs associated with obtaining further information regarding Your Claim are payable by You.

Until such time as We accept and approve a Claim, You are responsible to continue to make repayments under the Finance Agreement. No benefits under this insurance are payable until evidence satisfactory to Us is received and We have agreed to a settlement of the Claim.

### **For Disability Claims**

Where We do not agree with the opinion or diagnosis of a Medical Practitioner engaged by You, We may require You to submit to a further medical examination by a Medical Practitioner engaged by Us at Our expense.

Please ensure that, where possible, You keep any documentation that may be relevant to Your Claim (e.g. doctors' certificates for a Disability Cover Claim) to make the process as easy as possible.

### For Involuntary Unemployment Claims

We require You to register Your Involuntary Unemployment with Centrelink or the appropriate government employment agency in Your immediate area and supply registration acknowledgement.

Please ensure You provide evidence of Your Involuntary Unemployment and be actively seeking permanent gainful employment.

#### For Asset Protection Insurance Claims

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.

- Before You accept any Total Loss valuation from Your Comprehensive Vehicle Insurer, You must notify the AWN Claims Team on (07) 3802 5577.
- All claims must be reported to the claims team as soon as possible after receiving the Total Loss offer to verify the claim amount. 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 Vehicle Insurance Policy Schedule;
  - details of Your Finance Agreement/Early Settlement Amount (if applicable);
  - other relevant documents as requested by Us.

# HOW WE DEAL WITH YOUR CLAIM

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

# **OTHER INSURANCE**

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

### 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 people'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.

# **COMPLAINTS RESOLUTION**

#### **Complaints About Policy and Claim Administration Matters**

If You have any concerns or wish to make a complaint in relation to this policy, Our services or Your insurance Claim, please let Us know and We will attempt to resolve Your concerns in accordance with Our Internal Dispute Resolution procedure.

Please contact AWN Insurance in the first instance:

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

Phone: (07) 3802 5577

Post: PO Box 4301, Loganholme QLD 4129

We will acknowledge receipt of Your complaint and do Our utmost to resolve the complaint to Your satisfaction within 10 business days. If We cannot resolve Your complaint to Your satisfaction, We will escalate Your matter to Sovereign Insurance Australia. Their contact details are:

Sovereign Insurance Australia	
Email: complaints@sovereigninsurance.com.au	<b>Phone</b> : 1800 240 125

**Post**: 3801-3803 Pacific Highway, Tanah Merah, QLD 4128

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

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

AFCA can be contacted as follows:	
Email: info@afca.org.au	<b>Phone:</b> 1800 931 678

Post: GPO Box 3 Melbourne VIC 3001

Your complaint must be referred to AFCA within 2 years of the final decision. If Your complaint is not eligible for consideration by AFCA, undertake Your own legal proceedings.

The Insurer accepting this Insurance agrees that:

- 1. if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Insurer will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- any summons notice or process to be served upon the Insurer may be served upon: Sovereign Insurance Australia Pty Ltd 3801-3803 Pacific Highway, Tanah Merah, QLD 4128

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

National Claims Manager - AWN Insurance

**Email:** claims@theclaimshub.com.au

Phone: (07) 3802 5577

Post: PO Box 4301, Loganholme QLD 4129

# SOME 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.

# **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

#### Email: claims@theclaimshub.com.au

AWN who is underwritten by Sovereign Insurance Australia, ABN: 85 138 079 286 and holder of AFS Licence No 342516, provides the listed products.

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

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

# 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.

The following commissions apply:

Products	Commission rates
Mechanical Breakdown Insurance	Depending on the retail price, this may vary between 0% and 30% of the Premium
Asset Protection Insurance	Depending on the retail price, this may vary between 0% and 30% of the Premium
Vehicle Equity Insurance	Depending on the retail price, this may vary between 0% and 30% of the Premium
Loan Protection Insurance	Depending on the retail price, this may vary between 0% and 20% of the Premium
Complimentary Policies: Excess/30 Day Introductory	If the Premium on the Policy Schedule is showing \$0 or Complimentary, the commission rate on that Policy is 0%.

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 Insurer 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?

If You wish to make a complaint about service matters such as general administration of Your policy, or about a claim, the first thing You should do is contact AWN, and Your complaint will be referred to their Internal Dispute Resolution Committee (IDRC) to review the dispute at no cost to You. If our review takes more than 10 business days, we will provide you with regular updates and, depending on the outcome, may engage Sovereign Insurance Australia to conduct a further review before you receive a final decision.

### Please address all complaints to:

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

Phone: (07) 3802 5577.

Email: idr@awninsurance.com.au

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

# **PROFESSIONAL INDEMNITY INSURANCE OF LICENSEE**

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