

# WELCOME TO YOUR RENTAL VEHICLE EXCESS REFUND INSURANCE POLICY DOCUMENT

This insurance is designed to reimburse the Excess You must pay under a Rental Agreement following an incident involving a Rental Vehicle. It also provides additional benefits, such as:

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

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

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

# **POLICY WORDING**

This Policy wording contains information designed to help You make an informed decision about whether to purchase the Policy. This Policy wording was prepared on 1st of December 2024. Certain words have special meanings in this Policy and the Policy Terms and Conditions. A full list of definitions is shown in the Definitions section of the Policy Terms and Conditions.

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

#### LANGUAGE

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

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

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

#### WHO IS THE UNDERWRITER?

The Insurer of this Policy is Sovereign Insurance Australia, Pty Ltd (ABN 85 138 079 286, AFSL No. AFSL No. 342516) with its registered address at 3801-3803 Pacific Highway, Tanah Merah Queensland 4128. Sovereign Insurance Australia Pty Ltd is authorised to carry out insurance business in Australia by the Australian Prudential Regulation Authority in accordance with the Insurance Act 1973 (Cth).

The Insurer is regulated by the Australian Prudential Regulation Authority ("APRA"). Sovereign Insurance Australia Pty Ltd is not currently licensed to carry on insurance business in New Zealand and is not regulated by New Zealand prudential supervision laws or within the prudential supervision of the Reserve Bank of New Zealand.

An overseas policyholder preference applies. Under Australian law, if Sovereign Insurance Australia Pty Ltd is wound up, its assets in Australia must be applied to its Australian liabilities before they can be applied to overseas liabilities. To this extent, New Zealand policyholders may not be able to rely on Sovereign Insurance Australia Pty Ltd assets to satisfy New Zealand liabilities.

#### ABOUT AWN AND ITS SERVICES

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

For all enquiries relating to the Policy, please contact AWN whose contact details are provided below.

In writing: PO Box 4301, Loganholme QLD 4129

Web: www.awninsurance.com.au

Phone: +61 7 3802 5577

#### **BENEFITS OF THE POLICY**

This product is designed to reimburse the Excess that You must pay under Your Rental Agreement for the following types of claims:

- Road traffic accidents, including damage to a third-party vehicle
- Weather-related incidents
- Damage caused by fire or explosion
- Tyre damage
- Windscreen and glass damage

- Damage to the undercarriage and roof
- Collisions with animals
- Theft or attempted theft
- Towing costs
- Accidental and malicious damage

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

In addition to the Excess reimbursement benefit, extra cover is also provided to assist You to pay the following:

- up to \$500 towards the costs incurred as a result of misfuelling.
- up to \$500 for replacement keys and locks.
- up to \$500 for Your Personal Possessions damaged or stolen from the locked boot, covered luggage area or glove box of the Rental Vehicle
- up to \$500 for any unrecoverable Administration Charges that are applied by Your Rental Company following a claim that is covered by this insurance.

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

• the Excess amount payable under Your Rental Agreement;

- the costs incurred as a result of putting the wrong type of fuel into a Rental Vehicle.
- · the costs incurred as a result of replacing the locks and keys of a Rental Vehicle if the original keys are lost or stolen
- how much You can afford to be out of pocket if a loss occurs.

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

### **CLAIM PAYMENT EXAMPLE**

The following is an example of how We pay a claim under Your Policy and are not terms or conditions of the Policy. It is an example only and individual claim settlement will depend on the facts and circumstances of each case. Terms and conditions apply in regard to individual claims payments. Please read these Policy Terms & Conditions and Policy wording for full details of what We cover, as well as what Policy limits, conditions and exclusions apply.

# Claim example

A claim where We reimburse the Excess You must pay under a Rental Agreement.

Your Vehicle was involved in an accident that resulted in \$3,500 in damage to the vehicle. The rental company will debit Your credit/debit card for the full amount detailed under the rental agreement – typically \$5,000.

Example Excess Reimbursement Calculation	Amount
Amount debited from your account by the rental company following an accident	\$5,000
Cost of damage incurred from an accident	\$3,500
Balance refunded to your account by rental company	\$1,500
Excess Reimbursement payment from Us to You	\$3,500

#### **COST OF THE POLICY**

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

#### **SELLING AGENT**

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

# ADDITIONAL INFORMATION AND CONFIRMATION OF TRANSACTIONS

If You require additional information about the Policy or wish to confirm a transaction, please visit Our website <u>www.awninsurance.com.au</u> or contact Us at +61 7 3802 5577 (AEST) 9 am - 5 pm, Monday - Friday.

#### UPDATING THE POLICY WORDING

We may need to update this Policy wording from time to time if certain changes occur when required and permitted by law. We will issue You with a new or supplementary Policy wording 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. We may issue You with notice of this information in other forms or keep an internal record of such changes. You can get a paper copy free of charge by contacting Australian Warranty Network using the details provided in this document.

# **POLICY TERMS AND CONDITIONS**

Please read these Policy Terms & Conditions and Policy wording for full details of what We cover, as well as what Policy limits, conditions and exclusions apply.

#### **DEFINITIONS**

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

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

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

Excess means the amount You must pay under the terms of Your Rental Agreement following an incident involving a Rental Vehicle.

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

New Zealand Resident means a person who is living or travelling in New Zealand.

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

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

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

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

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

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

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

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

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

Underwriters means Sovereign Insurance Australia Pty Ltd.

We, Us, Our means the Underwriter acting through their agent Australian Warranty Network Pty Ltd, trading as AWN Insurance.

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

#### **BEFORE YOU DRIVE YOUR RENTAL VEHICLE**

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

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

#### **ELIGIBILTY**

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

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

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

#### **COOLING-OFF PERIOD**

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

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

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

You can cancel Your Policy during the cooling-off period by contacting awn@cartrawler.com

#### CANCELLING OUTSIDE THE COOLING-OFF PERIOD

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

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

You can cancel Your Policy after the cooling-off period by contacting awn@cartrawler.com

#### WHAT IS COVERED?

- 1. We will pay up to \$7,500 in the event of a claim for Excess reimbursement.
- 2. We will only pay for one claim during any Period of Insurance.
- 3. We will pay up to \$500 towards the costs incurred as a result of misfuelling.
- 4. We will pay up to \$500 for replacement keys and locks.
- 5. We will pay up to \$500 to repair or replace Your Personal Possessions damaged or stolen from the locked boot, covered luggage area or glove box of the Rental Vehicle.
- 6. We will pay up to \$500 for any unrecoverable Administration Charges which are applied by the Rental Company following a claim which is covered by this insurance.

#### **Excess Reimbursement**

We will reimburse the Excess that You must pay under Your Rental Agreement for the following types of claims:

- Road traffic accidents
- Weather-related incidents
- Damage caused by fire or explosion
- Tyre damage
- Windscreen and glass damage

- Damage to the undercarriage and roof
- Collisions with animals
- Theft or attempted theft
- Towing costs
- Accidental and malicious damage

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

# Misfuelling

We will pay up to \$500 towards the costs incurred as a result of You or any person named on Your Rental Agreement putting the wrong type of fuel into Your Rental Vehicle. We will pay this amount towards:

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

# **Key Cover**

We will pay up to \$500 towards the cost of replacing the key or lock transmitter for Your Rental Vehicle if the original key or lock transmitter is lost or stolen, including the cost of replacement locks and any locksmith charges.

#### **Personal Possession**

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

# **Administration Charges**

We will pay up to \$500 towards any Administration Charges that are applied by Your Rental Company and cannot be recovered following a claim that is covered by this insurance. This includes charges for Loss of Use.

#### **Period of Insurance**

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

Vehicle	Maximum Duration
Cars	Up to 180 days
Minibuses	Up to 180 days

#### **EXCLUSIONS**

We will not pay any claim:

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

#### **GENERAL CONDITIONS**

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

#### YOUR DUTY OF DISCLOSURE

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

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

#### IF YOU DO NOT TELL US SOMETHING

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

#### MORE THAN ONE INSURED

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

#### PRIVACY NOTICE AND CONSENT

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

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

#### WHY WE COLLECT YOUR PERSONAL INFORMATION

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

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

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

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

#### **HOW WE COLLECT YOUR PERSONAL INFORMATION**

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

We collect it directly from You unless You have consented to collection from someone other than You, it is unreasonable or impracticable for Us to do so or the law permits Us 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 they are may change from time to time.

You can contact Us for details or refer to Our Privacy Policy available on Our website. In some cases, We may not be able to take reasonable steps to ensure they do not breach the Privacy Act and they may not be subject to the same level of protection or obligations that are offered by the Act. By proceeding to acquire

Our services and products You agree that You cannot seek redress under the Act or against Us (to the extent permitted by law) and may not be able to seek redress overseas.

# MORE INFORMATION, ACCESS, CORRECTION OR COMPLAINTS

For more information about Our privacy practices including how We collect, use or disclose information, how to access or seek correction to Your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to Our Privacy Policy. It is available at Our website <a href="https://www.awninsurance.com.au">www.awninsurance.com.au</a> or by contacting Us on +61 7 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 +61 7 3802 5577.

# **TAXATION INFORMATION**

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

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

# GOOD AND SERVICES TAX (GST)

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

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

#### **HOW TO MAKE A CLAIM**

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

Please complete the ONLINE CLAIM FORM, go to: www.myexcessclaim.com

#### THINGS YOU MUST DO

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

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

The Administrator may request the following information and supporting documents:

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

#### **CLAIMS ASSESSMENT AND AUTHORISATION**

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

#### **OTHER INSURANCE**

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

#### CLAIMS HANDLING AND OUR RIGHT OF RECOVERY

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

#### **COMPLAINTS RESOLUTION**

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

If You have any concerns or wish to make a complaint in relation to this Policy, Our services or Your insurance claim, please let Us know and We will attempt to resolve Your concerns in accordance with Our Internal Dispute Resolution procedure. Please contact AWN Insurance in the first instance:

# **Internal Dispute Resolution Officer - AWN Insurance**

Email: idr@awninsurance.com.au Phone: +61 7 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 SIA. SIA's contact details are:

# Sovereign Insurance Australia Pty Ltd

Email: complaints@sovereigninsurance.com.au Phone: 1800 240 125

Post: 3801-3803 Pacific Highway, Tanah Merah, Queensland 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 Phone: 1800 931 678

Post: GPO Box 3 Melbourne VIC 3001

Your complaint must be referred to AFCA within 2 years of the final decision.

# THE INSURANCE COUNCIL OF NEW ZEALAND FAIR INSURANCE CODE

Australian Warranty Network Pty Ltd is not domiciled in New Zealand and therefore this Policy is not subject to the protections afforded by the Insurance Council of New Zealand Fair Insurance Code. Despite this, the Underwriter will act consistently with the Fair Insurance Code.

# **SOME LEGAL AND REGULATORY INFORMATION**

# **Governing Law**

The Policy is governed by the laws of New Zealand. Any dispute relating to the Policy shall be submitted to the exclusive jurisdiction of a New Zealand Court.

#### **Disputes**

The Underwriters accepting this Insurance agree that:

- If a dispute arises under the Policy, the Policy will be subject to New Zealand law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of New Zealand;
- Any summons notice or process to be served upon the Underwriters may be served upon:
   Chief Risk Officer, Sovereign Insurance Australia Pty Ltd,
   3801-3803 Pacific Highway, Tanah Merah, Queensland 4128
   who has authority to accept service on the Underwriters' behalf.

#### **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

This Financial Services Guide (FSG) is designed to help You make an informed decision about the financial services that AustralianWarranty Network Pty Ltd trading as AWN Insurance (AWN), ABN 78 075 483 206, AFS Licenced No 246469, of P.O Box 4301, Loganholme, Queensland 4129; It also contains information about how they and others are remunerated for providing the financial services, Our contact details, and how Your complaints are dealt with.

The distribution of this FSG has been authorised by AWN.

Where We arrange an insurance policy for You, We will give you a full Product Disclosure Statement (PDS) for that product. The PDS contains important information on the significant features and benefits of the product and is designed to assist You in making an informed decision about the terms, and whether to buy the product. It may consist of more than one document.

Any advice that is provided to You is provided by AWN, is general in nature and does not take into account your individual objectives, financial circumstances or specific needs. Before you make any decisions about the product, You should read the full PDS carefully to ensure that it is suitable for You. You can contact us if you need more information.

#### **ABOUT AWN**

AWN is an Australian Financial Services Licensee authorised by ASIC to deal in and provide general advice on general insurance products. AWN has a binding authority with certain underwriters at Lloyds, which means it can enter into, vary or cancel these insurance products and handle and settle claims under the insurance products. When providing this service AWN does not act on your behalf.

# 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:** +61 7 3802 5577 | Fax: +61 7 3806 1505

Email: claims@theclaimshub.com.au

#### REMUNERATION

AWN is paid a commission by the Underwriter when You are issued with a Product. The commission is included in the premium charged by AWN. 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.

# **PAYMENT TO THIRD PARTIES**

In certain cases, AWN may have a relationship with a third party who We may pay for providing services to Us. The third party may be paid a fee. This fee is already incorporated into the premium payable by You and the amount can vary depending on the services provided.

#### **PRIVACY STATEMENT**

AWN is committed to ensuring the privacy and security of Your personal information and sensitive data. We adhere to the Privacy Policy and Data Protection set out in in the PDS and under Australian Law.

#### IF YOU HAVE A COMPLAINT

Should you have a complaint or dispute arising out of this insurance, or our employees, distributors or service providers, please call AWN on +61 7 3802 5577 or put the complaint in writing and email it to Us at **claims@theclaimshub.com.au**. Written complaints can also be addressed by AWN's IDR Team.

If not resolved, a dispute may also be referred to an External Dispute Resolution scheme after an internal dispute resolution response has been completed.

You should contact: Lloyd's Underwriters' General Representative in New Zealand at idrnz@lloyds.com.

If You are still not satisfied with the outcome of either AWN's review or Lloyd's review of Your complaint, You are entitled to take Your complaint to an External Resolution Scheme. The IFSO in New Zealand. Their details will be supplied with AWN's and Lloyd's written responses to Your complaint review. Further details will be provided at the appropriate stage of the complaints process. This complaints procedure does not affect Your legal rights.

# **DATE PREPARED**

This FSG was prepared and authorised by AWN on 1st December 2024.