

## WELCOME

This **Mechanical Breakdown Warranty** is designed to help reduce the financial impact of unexpected and potentially expensive mechanical repairs to **Your Asset** by providing the parts and labour cover on **Covered Components** as listed under (Pages 3 and 4), Significant Characteristics of this **Mechanical Breakdown Warranty**.

Please carefully read this document for the full Terms, Conditions, **Covered Components**, Limits of Liability and Exclusions before deciding to purchase this **Mechanical Breakdown Warranty**.

**We** know that everyone's circumstances differ, so **We** offer a variety of **Product** options with different levels of cover to suit **Your** coverage requirements, the **Asset** and **Your** budget. This allows **You** to choose the most appropriate level of coverage for **Your** circumstances.

### LANGUAGE

All **AWN** documents and all communications with **You** about this **Mechanical Breakdown Warranty** will be in easy to understand English. If **You** have any disability that makes understanding or communication difficult, please tell **AWN** and **We** will be pleased to help.

## ADVICE WARNING

All selling agents of this product are limited to providing factual information only about this product. The factual information provided will not take into account any of **Your** needs or financial circumstances. The selling agent is not authorised to provide any advice.

Please carefully read this **Mechanical Breakdown Warranty** document for the full Terms, Conditions, **Covered Components**, Limits of Liability and Exclusions before deciding to purchase this **Mechanical Breakdown Warranty**.

## WHAT IS A PRODUCT DISCLOSURE STATEMENT?

A **Product** Disclosure Statement (PDS) contains sufficient information so that a consumer may make an informed decision about whether to purchase a financial product.

A PDS is prepared by or on behalf of the supplier of the financial product and sets out the terms and conditions of this **Product**. This PDS was prepared as at 1st July 2018 (Rev. 06).

**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. 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 **Product**, **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 **Us** using **Our** details below.

## WHO PROVIDES THE SERVICE?

Australian Warranty Network Pty Ltd. trading as AWN Insurance, ABN 78 075 483 206

Australian Financial Services (AFS) Licence No. 246469,

P.O. Box 4301, Loganholme, Q. 4129

Phone: (07) 3802 5577 Web: [www.awninsurance.com.au](http://www.awninsurance.com.au)

provides this **Mechanical Breakdown Warranty** contract in respect of the **Asset** specified on the Product Schedule.

## DISCRETIONARY RISK OF THE MECHANICAL BREAKDOWN WARRANTY

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

**We** also have a comprehensive Complaints Resolution Process which is explained in Section (14) of this contract.

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

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

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

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

## COST OF THE MECHANICAL BREAKDOWN WARRANTY

The cost of the **Mechanical Breakdown Warranty** is dependent on the level of cover **You** select. In addition to the **Mechanical Breakdown Warranty Premium** 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 total **Premium** price and amount of these taxes and/or charges will be shown on **Your** Application Page. The total **Premium** will also be determined by the payment method used by **You**. If the **Premium** is financed or if **You** use a credit card, interest charges will apply, but will differ depending on **Your** financial provider. Additional charges may apply to Pay by Instalment options.

## PAY BY INSTALMENTS

**You** can choose to pay **Your Premium** by instalments to help spread **Your** payment over time. An administration charge will apply to use these facilities, therefore **Your Premium** will be more than if **You** choose to pay by a single payment.

The following additional conditions apply to Pay by Instalments **Premium**;

- 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 (**We** will take all reasonable steps to contact **You** in this time).
- If **You** have an authorised **Claim** during the Pay by Instalment term, **We** will deduct any outstanding instalments from the **Claim** amount **We** authorise.

## ISSUING AGENT

**AWN** has relationships with **Our** authorised Selling Agents and **Selling Agent's** Representatives. **We** may pay remuneration to **Our** **Selling Agents/Selling Agent's** Representatives when they sell **Our Products**. For further details see the Financial Services Guide supplied by the authorised **Selling Agent** in connection with this **Product**.

## PRIVACY NOTICE AND CONSENT

**We** take great care to protect the privacy of information supplied by individuals or organisations in accordance with the Privacy Act and Australian Privacy Principles. **You** are entitled to request a copy of **Our** Privacy Policy or you can obtain a full copy at [www.awninsurance.com.au](http://www.awninsurance.com.au).

The information requested from **You** is to:

- Enable **Us** to determine whether to accept **Your** Application for the **Mechanical Breakdown Warranty** and if so, on what terms;
- Enable **Us** to process **Your Claims** and decide whether any **Claim You** make should be accepted;

This information will be kept confidential, except if there is a legal obligation to disclose it. By signing the application or paying any **Premium** for the **Product**, **You** consent to **Us**:

- Using the information for any of the above purposes;
- Conducting market or customer research, informing **You** about **Our** products or services or those of any of **Our** associated, related entities or alliance partners. **You** can opt out of this by emailing ([administration@awninsurance.com.au](mailto:administration@awninsurance.com.au)) or calling **Us** ((07) 3802 5577); and
- Obtaining information from and providing information to any third party who is able to assist **AWN** in considering whether to accept **Your Claim** and the value of **Your Claim**.

By submitting an Application, **You** consent to **Us** managing **Your** personal information in accordance with **Our** Privacy Policy.

## SIGNIFICANT CHARACTERISTICS OF THIS MECHANICAL BREAKDOWN WARRANTY

Significant characteristics of this **Mechanical Breakdown Warranty** are contained in the following table.

This **Mechanical Breakdown Warranty** covers only the **Covered Components** of the **Asset** listed below. Any component or item not listed below is not covered under this **Product**.

COVERED COMPONENTS	Asset Type: Motor Vehicle
DRIVE TRAIN (DT)	
ENGINE	Engine Block (if damaged by internal components), oil pump, pistons, piston Rings, crankshaft and meshing timing gears, crankshaft bearings, camshaft bearings, cylinder wrist pins, camshaft and camshaft gears, internal bushings, connecting rods, balance shaft and bearings Cylinder head gaskets are only covered when repairs are carried out on the components listed in this subsection. (specifically excludes variable valve timing components).
AUTOMATIC TRANSMISSION	Internal lubricated components including clutches, bands, bushes, planetary gear set, bearings, solenoids, clutch drums, transmission pump, valve body, apply pistons, shafts, and transmission case if damaged by a covered component (specifically excluding selespeed systems and worn converter clutches).
MANUAL GEARBOX	Internal lubricated components including input shaft, output shaft, main shaft, cluster gaset, synco rings, synco hubs, internal bearings, roller bearings, internal thrust bearings (specifically excluding transfer cases and selespeed systems).
DIFFERENTIAL	The internal lubricated parts only (specifically excluding axles, wheel bearings and worn limited slip clutch assemblies).

COVERED COMPONENTS	Asset Type: Motor Vehicle
ADDITIONAL COMPONENTS (AC)	
COOLING SYSTEM	Water pump (impeller, shaft bearings and bushings), viscous coupling, cooling fan (specifically excluding any damage caused by collision or the result of road surface projectiles).
ELECTRICAL SYSTEM	Starter motor, alternator, voltage regulator, windscreen wiper motor, rear window wiper motor, windscreen washer pump.
BRAKING SYSTEM	Brake booster, brake master cylinder, front and rear brake calipers (specifically excluding brake pads or linings, service items and disc rotors).
AIR CONDITIONING	Compressor, compressor bearings, compressor clutch, condenser, evaporator (specifically excluding gas, leakages pipes, hoses, thermostat, receiver dryer and tx valves).
DRIVE SHAFTS, CV JOINTS & UNIVERSALS	Drive shafts, universal joints, centre bearings, tail shafts, slip joints, tail shaft coupling, cv joints (specifically excluding cv dust boot).
STEERING SYSTEM	Power steering pump, power steering rack and pinion, power steering box (specifically excludes rack ends and rack boots).
FUEL MANAGEMENT SYSTEM	Electrical and mechanical fuel pumps, diesel injector pump, fuel pressure regulator, map sensor, air flow meter, oxygen sensor (specifically excluding fuel injectors and injection service items).
POWER WINDOW MOTORS & SWITCHES	Power window motor, power window master switch (specifically excluding sun roofs).
ABS BRAKING SYSTEM	ABS actuators, electronic module, wheel speed sensors, abs control unit.
RADIATOR	Engine cooling radiator (specifically excluding damage by impact, and service or internal cleaning of the radiator).
ELECTRONIC IGNITION SYSTEM	Ignition module, ignition coil, crank angle sensor, hall effect sensor, cam position sensor, knock sensor.
ENGINE COMPUTERS	Engine control module, cruise control actuators and cruise control sensors.
ELECTRONIC TRANSMISSION COMPUTERS	Transmission computer, power train control module.
TURBO	Turbo impeller, internal bushings and bearings, turbo housing, turbine wheel (this cover only applies to factory fitted turbochargers).
CLUTCH	Clutch master cylinder, slave cylinder (specifically excluding clutch plate, pressure plate, throw out bearing).
CYLINDER HEAD	Cylinder head, lash adjusters, inlet valves, exhaust valves, pre combustion chambers, valve guides, valve seats, valve springs, valve collets and retainers, hydraulic lifters, rocker shaft.
OTHER	Cylinder head gaskets and seals will be replaced only when such replacement is required in the normal course of repair of a covered component.

## ADDITIONAL BENEFITS - CUSTOMER CARE PACKAGE

Where **We** approve a **Claim** in relation to a **Covered Component**, **We** will provide the following **Additional Benefits** where expenses are incurred, by reason of that **Claim**. Customer Care Package runs for the term of the **Mechanical Breakdown Warranty** selected. Refer to (Page 7 Section 6) for "Limits of Liability".

**TOWING ASSISTANCE: (Benefit Limit: Up to \$100.00 per claim)** - Reimbursement up to the **Benefit Limit** for towing charges in the event of an authorised **Claim** where **Your Asset** is unable to be quickly mechanically repaired or safely driven to an **AWN Approved Repairer**.

**ACCOMMODATION ASSISTANCE: (Benefit Limit: Up to \$100.00 per claim)** - Reimbursement up to the **Benefit Limit** for emergency accommodation, arrangements and costs in the event of an authorised **Claim** where **You** are more than 400kms from **Your** registered residence and the repair will take more than 48 hours.

**CAR HIRE ASSISTANCE: (Benefit Limit: Up to \$100.00 per claim)** - Reimbursement up to the **Benefit Limit** for car hire costs in the event of an authorised **Claim** where **You** are more than 400kms from **Your** registered residence and the repair will take more than 48hrs (specifically excluding car hire over weekends and public holidays).

**QUALITY GUARANTEE:** All repairs to **Covered Components** authorised by **Us** prior to the commencement of work will be covered by this **Mechanical Breakdown Warranty** for the remaining period of cover.

## EXCLUSIONS - WHAT IS NOT COVERED

This **Mechanical Breakdown Warranty** does not cover:

- 1) **Assets** modified beyond manufacturer's specifications, commercial **Assets** over 1,500 (one thousand five hundred) kgs carrying capacity, **Assets** used or which have been used for the conveyance of passengers, for fare or reward (including car rental and rideshare), delivery or courier use, Police or Emergency vehicles, driver's instruction or tuition for reward.
- 2) Any damage due to misuse, fire, accident, theft, impact, submersion in water, neglect, rust, corrosion, towing without suitable equipment as recommended by the manufacturer, or **Assets** used or tested in preparation for motor sports activities in any form may render this **Mechanical Breakdown Warranty** invalid.
- 3) Any damage to **Covered Components** occurring from overheating or lack of oil or lubricant, low fluid level, any damage caused by failure to maintain correct service requirements and any damage, which is consequential to the failure to maintain correct service requirements.
- 4) Any damage, loss or expense of any kind which occurs or arises from a mechanical breakdown or failure of any part or component of the **Asset**, except where that damage, loss or expense is the approved cost of repair or replacement of the **Covered Component**, or is reasonably determined by **Us** to be directly related to or arise from the failure of that **Covered Component**.
- 5) The cost of any consumables that are replaced during the course of repairs.
- 6) Any component that is considered part of any manufacturer's fault and/or notified recall campaign or is reusable.
- 7) Oil leaks, water leaks, **Normal Wear and Tear**, all service and maintenance items and any consumables that are replaced during routine service and maintenance, or any failure of **Covered Components** due to water, oil, and fuel or coolant contamination.
- 8) Any repair, quote or diagnostic cost that is not part of a genuine, approved **Claim**.
- 9) Any damage occurring while **You** continue to drive with a known or suspected fault, or which a reasonable person in the position of the driver would or should know or suspect to be a fault.
- 10) Conditions or problems that are reasonably determined to be **Pre-Existing Faults** or **Pre-Activated Faults** with the **Asset**.
- 11) Failures of **Covered Components** subsequent to the refusal of a **Claim** under, or the cancellation or voiding of the Manufacturer's Warranty.
- 12) Failures of **Covered Components** resulting in any way from:
  - i) 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;
  - ii) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

# TERMS AND CONDITIONS

## DEFINITIONS

These words in this document have a specific meaning:

- 'Additional Benefits'** means those benefits in addition to the rights and remedies available under the Australian Consumer Law.
- 'Aggregate Limit'** means the total monetary limit for all valid Claims under this Mechanical Breakdown Warranty specified on the Product Schedule, and also as explained in the Limits of Liability (Section 6) of this document.
- 'Application Date'** means the date the completed Mechanical Breakdown Warranty document is submitted to AWN.
- 'Approved Repairer'** means those licensed mechanical workshops approved and authorised by AWN to carry out repairs.
- 'Asset'** means the covered Asset identified and specified on the Product Schedule and Mechanical Breakdown Warranty Application Page.
- 'Australian Consumer Law (ACL)'** means the competition and Consumer Act 2010 (Cth) Schedule 2 (as adopted by each Australian State and Territory) and in force from time to time.
- 'Authorisation Number'** means the unique number issued by AWN's claims department to the Approved Repairer after receiving the Repairer's quote authorising the repairs.
- 'AWN'** means Australian Warranty Network Pty Ltd trading as AWN Insurance, as the supplier of this Mechanical Breakdown Warranty.
- 'Benefit Limit'** means the monetary limit for each authorised Claim under this Mechanical Breakdown Warranty indicated on the Product Schedule, and also as set out in the Limits of Liability (Section 6) of this Mechanical Breakdown Warranty document.
- 'Claim'** means a Claim for authorised repair submitted in accordance with these terms and approved by AWN.
- 'Covered Component'** means only those mechanical components or parts of Your Asset that are listed in the 'Covered Components' and 'Customer Care Package' on (Pages 3 and 4) as being covered under Your Mechanical Breakdown Warranty.
- 'Glass's Guide Retail Transacted Value'** means an independent vehicle Market Value guide published monthly by Glass's Information Services Limited, used by the insurance industry in assessing values relating to vehicles. Their retail transacted value is based on the typical sale price achieved by a retail dealer.
- 'Market Value'** means the pre-mechanical failure retail value of Your Asset. We will determine this amount at the time We assess Your claim, having regard to the age and condition of Your Asset and kilometres it has travelled.
- 'Normal Wear and Tear'** means the gradual reduction in operating performance of a Covered Component due to use of the Asset (relative to age of the Asset, service history, kilometres travelled and manufacturer's recommendations).
- 'Pre-Activated Fault'** means any mechanical fault occurring prior to the commencement of the Mechanical Breakdown Warranty.
- 'Pre-Existing Fault'** means a fault with a Covered Component of the Asset, whether known or unknown to You, which existed, or which may reasonably be determined to have existed, prior to the Mechanical Breakdown Warranty Application Date.
- 'Premium'** means the amount paid or payable for this Mechanical Breakdown Warranty.
- 'Product'** means this document.
- 'Selling Agent'** means an individual or company approved by AWN as an Authorised Representative.
- 'Statutory Warranty'** means any applicable warranty required by the relevant state or territory law to be provided to you by the Selling Agent in connection with the Asset (where applicable).
- 'Mechanical Breakdown Warranty'** means the financial service and cover provided on the terms of Product document.
- 'We, Our, Us'** means Australian Warranty Network Pty Ltd trading as AWN Insurance, on behalf of certain underwriters at Lloyd's.
- 'You, Your'** means the person(s) named on the Product Schedule and Application Page in this document.

## 1. PERIOD OF COVER

Cover commences on the later of:

- The date upon which **You** take delivery of the **Asset** listed on the Product Schedule.
- The Cover Commencement Date as noted on the Product Schedule; or
- The expiry of any Manufacturer's Warranty.

Cover ceases on the sooner of:

- The date nominated by **You** as the **Mechanical Breakdown Warranty** Expiry Date on the Product Schedule; or
- When the **Aggregate Limit** of the **Mechanical Breakdown Warranty** has been reached; or
- When the **Mechanical Breakdown Warranty** is validly cancelled by **You** in accordance with Section 8 (Cooling Off Period) or Section 9 (Cancellation).



## 2. PRECONDITIONS

It is a precondition of this **Mechanical Breakdown Warranty** that:

- 1) The **Product** is purchased from an authorised **Selling Agent**; and
- 2) At the commencement of **Your Mechanical Breakdown Insurance**, the **Asset** is in good mechanical condition, with no Pre-Existing Faults. Failure to disclose any Pre-Existing Faults may void this **Mechanical Breakdown Insurance**; and
- 3) The **Asset** is currently registered as required by State and Territory law; and
- 4) The **Asset** has a current Certificate of Roadworthiness or Safety Inspection report; and
- 5) The **Premium** and the completed and signed Application Page has been received and approved by **AWN** within twenty one (21) days from the **Application Date**.

## 3. OUR OBLIGATIONS

- 1) **AWN** will process **Your** Application within five (5) business days of receipt and either accept or decline cover under this **Product**.
- 2) If **AWN** does not receive payment within twenty-one (21) days of the **Application Date**, the **Mechanical Breakdown Warranty** policy may be invalid and **AWN** will advise **You** of the declined coverage.
- 3) Provided cover is granted, **We** will pay for the repairs or replacement of **Covered Components** causing mechanical breakdown always considering that the **Asset** purchased is a used **Asset**. If a **Covered Component** requires replacement, **We** may replace with a reconditioned or similar suitable component.
- 4) Any repairs **We** agree to pay for must be undertaken by an **AWN Approved Repairer** on terms authorised by and acceptable to **AWN** before work commences.
- 5) The monetary limits of **Our** obligations are set out in the **Aggregate Limit** and **Benefit Limit** specified on the Product Schedule.

## 4. YOUR OBLIGATIONS

**You** agree that from the Cover Commencement Date of this **Mechanical Breakdown Warranty** **You** must comply with the following essential terms:

- 1) Service Requirements: **You** must maintain a regular service schedule in accordance with the manufacturer's specifications but at intervals not to exceed 10,000 (ten thousand) kilometres or 6 (six) months, whichever occurs first. An allowance of no more than 2,000 (two thousand) kilometres or 30 (thirty) days beyond the stated intervals will be considered subject to the circumstances. This regular service schedule can be completed at any licensed service facility of your choosing.
- 2) Service Invoice Records you will:
  - i) Submit **Your** service records via **Our** website by going to; [www.awninsurance.com.au](http://www.awninsurance.com.au). Search for **Your Mechanical Breakdown Warranty**, and submit **Your** service details; or
  - ii) Post the relevant service coupon attached to this **Mechanical Breakdown Warranty** and the Mechanic's Tax Invoice (or legible copy) to **AWN**, P.O. Box 4301, Loganholme, QLD 4129, promptly after the service being completed.The processing of **Your Claim** may be delayed or declined if **We** do not receive invoices or other satisfactory evidence detailing the service history of the **Asset**.
- 3) Minimise Damage: Use the **Asset** as recommended by the manufacturer and **You**, or any person in control of the **Asset**, must take all reasonable precautions to minimise damage to the **Covered Components** and/or the **Asset**, and must not continue to operate the **Asset** if a fault or damage to a **Covered Component** is reasonably suspected.

**Note: Failure to comply with these essential terms may affect, suspend and/or reduce the benefit of this Mechanical Breakdown Warranty.**

## 5. ASSESSMENT AND AUTHORISATION

- 1) Upon receipt of a **Claim**, **AWN** will check whether **Your Claim** is valid and that all service requirements have been adhered to; and
- 2) If so, **AWN** may ask for the **Asset** to be inspected by one of their **Approved Repairers**; and
- 3) If the **Claim** is valid, **AWN** will authorise their **Approved Repairer** to repair the **Asset** within the terms of this **Mechanical Breakdown Warranty**.
- 4) If the **Claim** is not valid, **You** will be responsible for the cost of the inspection.
- 5) No reimbursement will be given for any work commenced without proper authorisation being issued by **AWN** to the **Approved Repairer** upon receipt of a **Claim**.

## 6. LIMITS OF LIABILITY

- 1) The total **Benefit Limit** per **Claim**, including Customer Care Package is specified on the Contract Schedule. The **Benefit Limit** indicates the limit of each **Claim** at any one (1) time on any one (1) **Claim** regardless of the number of **Covered Components** claimed against.
- 2) Customer Care Package: \$100 (One Hundred Dollars) per **Claim** (up to a maximum of \$300 for the term of the Mechanical Breakdown Insurance). A **Claim** will only be considered where repair of a **Covered Component** is approved by **Us** under this **Mechanical Breakdown Warranty** and costs will be reimbursed to **You** on submission of paid tax invoices or receipts, received and approved by **Us**.
- 3) The Contract Schedule will also specify the **Aggregate Limit**, which is the total amount that can be claimed during the period of this **Mechanical Breakdown Warranty**.
- 4) Subject to satisfactory completion of the repairs, **You** agree to accept such payments to cover the full cost of repairs to the **Covered Components** of the **Asset** whether paid to **You** or to the **Approved Repairer** on **Your** behalf, in full satisfaction of the **Claim**.
- 5) Acceptance of the payment and/or possession of the **Asset** after the repairs have been satisfactorily completed evidences acceptance of full satisfaction of that **Claim**.
- 6) All **Benefit Limits** are the GST inclusive cost of the repairs.

## 7. MISCELLANEOUS

- 1) This is a **Mechanical Breakdown Warranty** for used **Assets**, therefore a part may be worn but still quite safe and serviceable.
- 2) **We** will not be liable or responsible for any damage occurring if the **Asset** is stolen, left unattended or being towed.
- 3) **We** will not be held responsible for any delays in repair due to lack of supply of parts or any materials needed to complete any work.
- 4) At all times the odometer must work. If the odometer has been tampered with, made inoperative or altered, or should any false statement be made by **You** or any person acting on **Your** behalf or otherwise, with **Your** knowledge, in support of any **Claim**, then this **Mechanical Breakdown Warranty** will become void and **Your** rights to **Claim** will be forfeited in respect of any present and future **Claims** (applicable if the **Asset** has odometer fitted at time of manufacturer).

## 8. COOLING OFF PERIOD

**You** may cancel this **Product** for any reason within 28 days from the **Application Date** by notifying **Us** in writing, or by 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". **You** will need to return the Schedule to **Us**, together with a letter to request cancellation of the **Product** during the Cooling Off Period. If the **Product** has been issued to more than one person each person must authorise and sign the cancellation request. Provided no **Claim** has been paid and **You** have no intention of making a **Claim** or have not made a valid **Claim**, **We** will refund the **Premium** paid, less any taxes, charges or duties which **We** cannot recover from other sources. After the Cooling Off Period ends **You** still may have cancellation rights (see Section 9).

## 9. CANCELLATION

**We** are required by law to provide certain guarantees in providing **Our Mechanical Breakdown Warranty**. If **We** fail to comply with **Our** obligations, **You** may be entitled to a remedy including cancellation of this **Mechanical Breakdown Warranty** and/or a refund. Cancellation requests must be made in writing at the address of P.O. Box 4301, LOGANHOLME, QLD, 4129. If **We** agree to cancel this **Mechanical Breakdown Warranty**, any refund calculation will be on a pro-rata basis less **Our** cancellation/administration costs of \$110 and the costs of any authorised or paid **Claims**.

If the **Premium** is financed, any refund will be made to the financier or as the financier directs **Us** to pay.

**We** may cancel the **Mechanical Breakdown Warranty** if:

- **You** fail to comply with **Your** obligations;
- **You**, or a person acting on **Your** behalf, or otherwise with **Your** knowledge, provide false or misleading information in relation to the cover or a **Claim**;
- If the **Asset's** odometer has been tampered with, is altered, inoperative or defective;
- If the **Asset** has at any time been used for rallying, racing, and competitive driving or tested for any motor sports activities.

## 10. TRANSFER

This **Mechanical Breakdown Warranty** cannot be transferred to another **Asset**.

If **You** are not in breach of **Your** obligations the terms of this **Mechanical Breakdown Warranty**, **You** may transfer the benefits of this **Mechanical Breakdown Warranty** to a new owner of the **Asset**. As a prerequisite to approving a transfer we require the following:

- Proof of a current Safety Inspection Certificate or Report and registered ownership; and
- A mechanical inspection acceptable to **Us**; and
- A completed request to transfer the **Mechanical Breakdown Warranty** in writing to **Us** within 7 days of the change of ownership of the **Asset**; and
- A transfer and administration fee of \$75.00 payable to **Us** by the new owner.

Apply for and submit your transfer of **Mechanical Breakdown Warranty** application via **AWN's** website: [www.awninsurance.com.au](http://www.awninsurance.com.au)

## 11. DOCUMENT REPLACEMENT

In the event **You** lose or are unable to locate **Your** document, **You** may apply for a replacement copy. A fee of \$33.00 will be payable to **Us** for this service.

## 12. HOW TO MAKE A CLAIM

Read the full terms of this **Product** carefully to ensure **Your Claim** is covered by the **Mechanical Breakdown Warranty**.

1) Telephone or write to:

**AWN Insurance**

P.O. Box 4301, Phone: (07) 3802 5577

Loganholme, Qld 4129 Fax: (07) 3806 1505

Email: claims@awninsurance.com.au

Office Hours: Monday to Friday 8:15 a.m. to 5:15 p.m. (AEST)

2) Quote the **Product** Number, registration number and current odometer reading of the **Asset**.

3) Explain fully the nature of the **Claim** remembering that **You** are required to disclose to **Us** all information which is relevant in assisting **Us** to consider **Your Claim**. If **You** fail to disclose relevant information **Your** rights to **Claim** may be seriously affected and/or the **Claim** may be reduced or rejected.

4) Upon receipt of the required information **We** will process and consider **Your Claim**.

5) Additional Requirements:

- i) Repairs will not be paid by **Us** unless an **Authorisation Number** is issued by **Us** to the **Approved Repairer** prior to the commencement of the work.
- ii) In some cases, **You** will be given the opportunity to contribute something towards the cost of the repairs, i.e. any repairs that restore the **Asset** to a better condition than the condition prior to the **Claim**.
- iii) Failure by **You** to pay for any work not included in the **Claim** may render this **Mechanical Breakdown Warranty** void.
- iv) In the event of a Mobile Mechanic being called by **Us**, **You** agree that any work carried out by that or any mechanic that is not part of the coverage or if the call is of a service nature then this cost shall be **Your** responsibility.
- v) If **You** have a problem with **Your Asset** that is not **Claim** related, just call **AWN's** claims department and **We** can still assist **You** through our network of **Approved Repairers** Australia-Wide.

## 13. SUMMARY OF RIGHT AND REMEDIES UNDER THE ACL

The protection afforded to **You** under this **Product** is in addition to, and does not substitute for, the rights **You** have under the **Australian Consumer Law (ACL)**. If and to the extent that **You** have a right to **Claim** under the ACL, **You** also need to **Claim** under your **Mechanical Breakdown Warranty**.

The ACL protects consumers by automatically giving them basic, guaranteed rights for goods they purchase ("Consumer Guarantees") at no charge. For example, the ACL requires that, taking account of the nature of goods, the price, any representations made by the supplier or manufacturer and other relevant circumstances, the goods must be free of defects, do what they are meant to do, be safe, durable and acceptable in appearance and finish, be fit for any particular purpose that the consumer makes known, and comply with any description given or any demonstration model used.

In the event of a breach of a Consumer Guarantee where there is a major failure of the goods, consumers are entitled to reject the goods and choose a replacement or refund and **Claim** compensation for any reasonably foreseeable loss or damage suffered by consumers as a result of the failure. Where the failure does not amount to a major failure, consumers are entitled to have the supplier repair or replace the goods (at the supplier's choice). Whether a specific failure breaches a Consumer Guarantee and a consumer is entitled to a remedy under the ACL will depend on the circumstances.

Consumer Guarantees have no set time limit but generally last for an amount of time that is reasonable to expect in the circumstances, given factors including the age, cost and quality of the goods, the use made of the goods or any representation made by the supplier or manufacturer. Consumer Guarantees may continue even at the expiry of the Manufacturer's Warranty Breakdown Insurance for the goods or this **Mechanical Breakdown Warranty**. The exact amount of time that Consumer Guarantees last in the case of a specific purchase varies depending on the circumstances.

**Assets** may also have an additional **Statutory Warranty**. The provisions of such warranties varies from State to State. Any **Statutory Warranty** may be in addition to or overlap the ACL and may also operate concurrently to the ACL.



## ADDITIONAL BENEFITS UNDER THIS MECHANICAL BREAKDOWN WARRANTY NOT AVAILABLE UNDER ACL

We appreciate that **You** may want the certainty of knowing that if **Assets You** buy are faulty they are covered for specific events and a specific time period.

When **You** purchase the **AWN's Products You** are obtaining certainty as to the period of coverage and the remedy **You** will receive and the convenience of having the repair and/or replacement process managed for **You** by **AWN** and work undertaken by an **Approved Repairer**.

**You** will be entitled to the benefits set out in this **Product** that are not available under the ACL, subject to the terms and conditions of **Your Mechanical Breakdown Warranty**, they are;

- Certainty as to the exact period of cover **You** have for **Your Covered Components**;
- Specific repair time guarantee (dependant on diagnosis and parts availability);
- Expert advice and assistance;
- Specified Cover amounts and **Additional Benefits**; and
- A Network of **Approved Repairers**.

## 14. COMPLAINTS RESOLUTION

### Complaints about Claims and administration matters:

If **You** wish to make a complaint about our service such as general administration of **Your** cover, or about a **Claim**, the first thing **You** should do is contact **Us**, and **Your** complaint will be referred to **Our** Internal Dispute Resolution Committee (IDRC) to review the complaint at no cost to **You**. This review will normally be completed and the outcome notified within 15 business days. Internal Dispute Resolution Committee, **AWN**, PO Box 4301, Loganholme, Qld, 4129, Phone: (07) 3802 5577.

**You** are entitled to take **Your** complaint to Financial Ombudsman Service (FOS), via the External Resolution Scheme. The FOS process and contact details will be supplied with **Our** written response to **Your** complaint review.

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