



# HARLEY ELITE

## Mechanical Breakdown Warranty - Sample



@ H-D 2023. Harley, Harley-Davidson and the Bar & Shield logo are among the trademarks of Harley-Davidson Motor Company

## SECTION 1: IMPORTANT NOTICES & DISCLOSURES

### Welcome

Welcome to Your Mechanical & Electrical Breakdown Warranty Product.

This Mechanical & Electrical Breakdown Warranty is designed to help reduce the financial impact of unexpected and potentially expensive mechanical & electrical repairs to Your Motorcycle by providing the parts and labour coverage on Covered Components listed under Significant Characteristics of this Product (Section 2.2).

When You purchase this Mechanical & Electrical Breakdown Warranty, You benefit from having certainty of the period of cover and the remedy You will receive together with the convenience of having these remedies efficiently managed for You by Us.

Please carefully read this Product for the full Terms and Conditions.

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

### 1.1 LANGUAGE

All Product documents and all communications with You about the Product 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.

### 1.2 ADVICE WARNING

Any financial product advice given to You by the Selling Agent, or their representative is factual advice only, limited to this Mechanical & Electrical Breakdown Warranty Product, and does not take into account Your personal objectives, needs or financial circumstances. Please read the Product Disclosure Statement to consider whether the Product is appropriate for Your personal objectives, needs or financial circumstances before purchasing.

Please note that this Product **is not compulsory** and is not a prerequisite for this Motorcycle purchase or any other reason.

### 1.3 ABOUT THIS PRODUCT DISCLOSURE STATEMENT

This Product Disclosure Statement (PDS) contains information designed to help You make an informed decision about whether to purchase this Product. This PDS was prepared on the 1st of January 2026. Certain words have special meanings which are explained in the Definitions (Section 1.15) of this document.

### 1.4 UPDATING THE PDS

We may need to update this PDS from time to time if certain changes occur when required and permitted by law. We will issue You with a new PDS or a supplementary PDS or another compliant document to update the relevant information 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 of the PDS free of charge by contacting AWN using Our details provided in this document.

## 1.5 WHO PROVIDES THE SERVICE?

Australian Warranty Network Pty Ltd trading as AWN Insurance, provides this Mechanical & Electrical Breakdown Warranty Product in respect of the Motorcycle specified on the Product Schedule.

ABN 78 075 483 206

Australian Financial Services (AFS) Licence No. 246469

PO Box 4301, Loganholme QLD 4129

**Phone:** +61 7 3802 5577

**Web:** [www.awninsurance.com.au](http://www.awninsurance.com.au)

## 1.6 SELLING AGENT

AWN has relationships with authorised Selling Agents and Selling Agent representatives who have been authorised by AWN to deal in relation to this Product. We may pay a remuneration to the Selling Agents or Selling Agent's representatives when they sell Our Products. For further details see the Financial Services Guide (FSG) supplied by the authorised Selling Agent.

## 1.7 DISCRETIONARY RISK OF THE MECHANICAL & ELECTRICAL WARRANTY

AWN has discretion as to whether it will or will not pay a Claim that falls within the Mechanical & Electrical 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 & Electrical 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 (Section 3.15) which is explained in this document.

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

This Mechanical & Electrical Breakdown Warranty is not associated with the manufacturer of your Motorcycle 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 & Electrical Breakdown Warranty is not a repair or maintenance program for your Motorcycle.

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

Detailed information about the Mechanical & Electrical Breakdown Warranty Benefit Limits for each benefit under Your Product is listed under Significant Characteristics of this Product (Section 2.2). There is also a risk that if You fail to meet any of the conditions set out in this Mechanical & Electrical Breakdown Warranty Product, 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 & Electrical Breakdown Warranty.

## 1.8 BENEFITS OF THE MECHANICAL & ELECTRICAL WARRANTY

This Product will benefit You should a mechanical and/or electrical failure occur, and that failure is caused by a defect, failure or fault of a Covered Component under the terms of this Mechanical & Electrical Breakdown Warranty. In the event of a failure, Covered Components will be rectified up to the limits allowed. Terms of coverage and limits of liability are set out on the following pages.

The Mechanical & Electrical Breakdown Warranty terms and limits of liability should be read in conjunction with Your Obligations (Section 2.8 of the Terms and Conditions).

The cover provided by this Mechanical & Electrical Breakdown Warranty saves You the cost of repairs should a failure in a Covered Component occur. Further, AWN's experience, knowledge and expertise allow AWN to direct Your Motorcycle to the closest Approved Repairer. Parts for repairs can generally be sourced at a lower cost by AWN, which also represents a saving to You where a claim may exceed the limits of Our liability.

## 1.9 COST OF THE MECHANICAL & ELECTRICAL WARRANTY

The cost of the Mechanical & Electrical Breakdown Warranty is dependent on the level of coverage You select. In addition to the Premium, You also need to pay any applicable taxes and/or charges such as Goods and Services Tax (GST). The total Premium and amount of these taxes and/or charges will be shown on Your application.

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. Administration charges may also apply if You select to pay by instalments option.

## 1.10 COOLING-OFF PERIOD

You may cancel this Product for any reason within 30 days from the Application Date by notifying Us in writing, or by calling Us on +61 7 3802 5577 or emailing Us at [claims@theclaimshub.com.au](mailto:claims@theclaimshub.com.au). This is known as the Cooling-Off Period. You will need to return the Product Schedule to Us, together with a letter to request cancellation of the 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 or You have not made a valid Claim, We will refund the amount 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 which are noted in this Mechanical & Electrical Breakdown Warranty.

## 1.11 QUALITY GUARANTEE

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

## 1.12 PAY BY INSTALMENTS

You can choose to pay the Premium in instalments to help spread Your payment over time by one of two methods.

### **Independent Third-Party Provider; or**

### **Monthly Payments by Administered Subscription**

#### **INDEPENDENT THIRD-PARTY PROVIDER**

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

The following additional conditions apply using the independent third-party provider pay-by-instalments option:

- If You are paying by instalments and an instalment remains unpaid for 14 days or more, without notice to or arrangement with the third-party provider, We may refuse a Claim.
- If You have an authorised Claim during the pay-by-instalment term, We may, after giving notice to You, deduct any outstanding instalments from the Claim amount We authorise.
- If You transfer the Product to a new owner throughout the term of the Instalment Plan, the balance of the Instalment Plan must be paid in full before the Product can be transferred. For all Transfer details, (Section 1.14) see below.
- If You fail to make a payment or repayment of the Instalment Plan in full by the due date the provider may, at its absolute discretion, charge a late fee proportionate to the additional fees and administrative duties applicable to the transaction.

#### **MONTHLY PAYMENTS BY ADMINISTERED SUBSCRIPTION**

The payment model is offered by Us and is a subscription model where you pay monthly instalments.

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

- You must ensure that Your first and any subsequent instalment Premium payments are made by the due dates. You are responsible for paying any outstanding Premium if we authorise Your claim.
- If You are paying by instalments and an instalment remains unpaid for 14 days or more, We may refuse a Claim.
- If an instalment payment is not paid, we will send You a missed payment notification, which informs You of Our intention to cancel the Product if it remains unpaid. After 3 attempts to seek payment (each attempt takes approximately 7 days), the Product is cancelled automatically based on the final missed payment notification.
- If You transfer the Product to a new owner throughout the term of the Instalment Plan, the balance of the Instalment Plan must be paid in full before the Product can be transferred. For all Transfer details, (Section 1.14) see below.
- If the Product is cancelled for any reason, a cancellation fee of \$100.00 will be incurred. This fee covers administrative, and processing costs associated with the cancellation.

#### **DEDUCTIONS FROM YOUR CLAIM**

If You make an authorised Claim during a pay-by-instalment period, the outstanding balance of Your Instalment Plan must be paid in full before We can proceed with authorising the Claim.

If prior arrangements have been agreed in writing, We may instead deduct any unpaid Premium, including any overdue instalments, from the authorised Claim amount.

## DISHONOURED PAYMENTS

If any instalment payment is dishonoured or reversed for any reason, You remain responsible for the unpaid instalment and any fees or charges applied by Us or our payment service provider in connection with the dishonour.

Where permitted by law, We may recover all such dishonoured payment fees as part of the Instalment Plan and may require these amounts to be paid before a Claim is authorised or deduct them from an authorised Claim amount.

## 1.13 DOCUMENT REPLACEMENT

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

## 1.14 TRANSFER

This Mechanical & Electrical Breakdown Warranty cannot be transferred to another Motorcycle or Motorcycle dealer.

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

- Proof of a current Safety Inspection Report and ownership; and
- A mechanical inspection acceptable to Us; and
- You must provide the above and request to transfer the Product in writing to Us within 21 days of the change of ownership of the Motorcycle; and
- A transfer and administration fee of \$75 is payable to Us by the new owner.

Apply for and submit Your transfer of Your Product application via AWN's website: [www.awninsurance.com.au](http://www.awninsurance.com.au)

or via email: [claims@theclaimshub.com.au](mailto:claims@theclaimshub.com.au)

## 1.15 DEFINITIONS

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

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

**Application Date** means the date the completed application for a Product was submitted to AWN as specified in the Product Schedule.

**Approved Repairer** means those licensed workshops approved and authorised by AWN to carry out repairs.

**Australian Consumer Law (ACL)** means the Competition and Consumer Act 2010 (Cth) Schedule 2 (as adopted by each Australian State and Territory).

**Authorisation Number** means the unique number issued by AWN's claims department to an Approved Repairer after receiving the Approved Repairer's quote authorising the repairs.

**AWN** means Australian Warranty Network Pty Ltd trading as AWN Insurance, as the supplier of this Mechanical & Electrical Breakdown Warranty.

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

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

**Consumables** means items or materials that wear out or get used up over time through normal operation. Including items that need regular replacement or replenishment to ensure the asset continues to function properly.

**Covered Component** means only those mechanical & electrical components or parts of Your Motorcycle that are listed in the Significant Characteristic of this Product (Section 2.2). Any component or item not listed in that table is not covered under this Product.

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

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

**Mechanical & Electrical Breakdown Warranty** means the coverage provided by this Product.

**Motorcycle** means the covered Motorcycle identified and specified on the Product Schedule.

**Normal Wear and Tear** means the gradual reduction in operating performance of a Covered Component due to the use of the Motorcycle relative to the age of the Motorcycle and the kilometres travelled.

**Pre-Activated Fault** means any fault occurring prior to the commencement of this Product.

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

**Premium** means the amount paid or payable for this Product.

**Product** means this contract.

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

**Selling Agent** means an individual or company appointed by AWN Insurance 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 Motorcycle (where applicable).

**Total Benefit Limit** means the total monetary limit for all valid Claims under this Product specified on the Product Schedule, and also as explained in the Limits of Liability of this document. The Total Benefit Limit for the total of all Claims (including the Customer Care Package) shall not exceed the Market Value of the Motorcycle at the time of Cover Commencement Date of this Product, or the limit of \$120,000, whichever is the lesser.

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

**You, Your** means the person(s) named on the Product Schedule as the purchaser and owner of the Motorcycle

# SECTION 2: TERMS AND CONDITIONS

Please read these Mechanical & Electrical Breakdown Warranty Terms and Conditions and PDS for full details of what We cover, as well as what limits, conditions and exclusions apply.

## 2.1 ELIGIBILITY

This Mechanical & Electrical Breakdown Warranty is available for certain makes and models (please note that not all makes and models are eligible, the Selling Agent will advise whether the make and model are eligible). For eligible makes and models, the Motorcycle:

- Has a Market Value of at least \$3,000, but no more than \$120,000;
- Has not been modified from the manufacturer specification which would have any effect on the Covered Components; and
- Is registered in Australia.

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

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

## 2.2 SIGNIFICANT CHARACTERISTICS OF THIS PRODUCT

Significant characteristics of this Mechanical & Electrical Breakdown Warranty are contained in the table below. Please read it carefully.

This Mechanical & Electrical Breakdown Warranty covers only the Covered Components of the Motorcycle listed in the table. Any component or item not listed below is not covered under this Product.

<b>COVERED COMPONENTS</b>	You are covered against the failure of the Covered Components that would have been covered by the original Manufacturer's Warranty if it had not expired. Please see Exclusions (Section 2.4) for a comprehensive description of components not covered.
<b>BENEFIT LIMIT</b>	You are covered up to the Benefit Limit recorded on the Product Schedule.
<b>TOTAL BENEFIT LIMIT</b>	The Total Benefit Limit for the total of all Claims (including the Customer Care Package) shall not exceed the Market Value of the Motorcycle at the time of Cover Commencement Date of this Product, as determined by Us, or the limit of \$120,000, whichever is the lesser.

**Please note:** Claims relating to the engine and transmission are conditional on Servicing Requirements as per your manufacturers servicing schedule. All other covered mechanical & electrical components are not conditional on any Servicing Requirements. Please see "Your Obligations" (Section 2.8) of this Product for full details.

## 2.3 ADDITIONAL BENEFITS

### CUSTOMER CARE PACKAGE

Where We approve a Claim in relation to a Covered Component, We will provide the following Additional Benefits in Section 3 where expenses are incurred, by reason of that Claim. Our Customer Care Package runs for the term of the Product. Refer to Limits of Liability (Section 2.10).

## 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 Motorcycle is unable to be quickly mechanically repaired where it is located or safely driven to an 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 400 km from Your registered residence and the covered breakdown takes 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 400 km from Your registered residence and the covered breakdown takes more than 48 hours.

## 2.4 EXCLUSIONS

The following are not covered under this Product:

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

7. Any tapping's, threads, fixings and/or fastening devices or repairs as a result of these components not being fitted correctly or in accordance with manufacturer's logbook recommendations;
8. Interior trim components, including but not limited to seats, seat belts (excluding mechanical and electrical components), storage compartments, cup holders, ashtrays, components made of glass and/or decorative fascia components;
9. Paintwork, panel and bodywork and all related Motorcycle components, including but not limited to, lamps and lamp units, weather strips and seals, components made of glass, and/or any exterior trim or decorative components;
10. Directional navigational equipment, active braking, pedestrian & lane change radar detection components, cameras, tracking devices and monitors, lamps and lamp units, Instrument cluster, audio systems including LED/LCD displays, airbag systems and alarm immobiliser systems.
11. Any consequential financial or non-financial loss, damage or liability of any kind incurred as a result of the incident giving rise to a Claim, except unavoidable damage caused by the failure of a Covered Component.
12. Subsequent failure or damage to other components caused by the failure of the Covered Component where you continue to operate your Motorcycle, except where:
  - You could not have reasonably prevented the subsequent damage; or
  - You could have prevented the subsequent damage and taken the steps that a reasonable person in the circumstances would have taken to prevent it.
13. Costs, loss, liability or damage associated with or related to:
  - any hacking event including any loss, damage, liability, cost or expense caused by or associated in any way with malicious or non-malicious use of any computer application, process, software, code or programme, including computer virus, malware, ransomware (or any other computer-related hoax, scam, data breach or other unauthorised access to a computer system of any kind).
  - Software modifications, upgrades/updates, unless connected to the replacement of a Covered Component;
  - Improving or reconditioning the Motorcycle or parts to a condition superior to that at the time of purchase or contrary to the manufacturer's logbook recommendations; or
  - Any damage due to misuse, fire, accident, theft, police incident, submersion in water, neglect, rust, excessive loading or towing without suitable equipment or any use or modification other than in accordance with the manufacturer's logbook recommendations.
14. The cost of any consumables that are lost or replaced during the course of diagnosis or approved repairs.
15. Any repair, quote or diagnostic cost that is not part of an approved claim.

## 2.5 PERIOD OF COVER

This Product will commence on the later of;

1. The Cover Commencement Date as noted on the Product Schedule; or
2. The expiry of any Manufacturer's Warranty or Statutory Warranty, if applicable.

This Product will cease on the sooner of:

3. The date selected by You as the Product expiry date listed on the Product Schedule; or
4. When the Total Benefit Limit of the Product has been reached; or
5. In the event You fail to comply with the Product service requirements; or
6. When the Product is cancelled by You in accordance with the Cooling Off Period (Section 1.10).

## 6. PRE-CONDITIONS

It is a precondition of this Product that:

1. The Product is purchased from an authorised Selling Agent; and
2. At the commencement of Your Product, the Motorcycle is in good operational condition, with no Pre-Existing or Known Faults. Failure to disclose any Pre-Existing or Known Faults may void this Product; and
3. The Motorcycle is currently registered as required by State and Territory law; and

4. The Motorcycle when purchased has or is eligible for a current Certificate of Roadworthiness or Safety Inspection report; and
5. The Premium (if it has not been agreed that the Premium is payable by instalments) and the completed and signed application have been received and approved by AWN within 21 days from the Application Date.

## 2.7 OUR OBLIGATIONS

1. We will process Your application within five (5) business days of receipt and either accept or decline cover.
2. If We do not receive a Premium within twenty-one (21) days of the Application Date, the Product will be considered never to have commenced, and We will advise You of the declined coverage.
3. Provided cover is granted, We will pay for the repairs or replacement of any broken or damaged Covered Components causing mechanical & electrical failure always considering that the Motorcycle purchased is a used Motorcycle. If a Covered Component requires replacement, We may replace it with a reconditioned or similar component.
4. You should advise Your repairer that any repairs We agree to pay for must be undertaken by an Our Approved Repairer at a price acceptable to Us. Your repairer will know if they are approved by Us, otherwise, they can call Us to confirm.
5. The monetary limits of Our obligations are set out in the Total Benefit Limit and Benefit Limit specified on the Product Schedule.

## 2.8 YOUR OBLIGATIONS

You agree that from the Cover Commencement Date of this Product You must comply with the following essential terms:

### SERVICE REQUIREMENTS

You must maintain a regular service schedule for the Motorcycle in accordance with the manufacturer's specifications but at intervals not to exceed 8,000 kilometres or 12 months, whichever occurs first. An allowance of no more than 2,000 kilometres or 30 days beyond the stated intervals will be considered subject to the circumstances. This regular service schedule can be completed at any licensed Motorcycle service facility of Your choosing.

### SERVICE INVOICE RECORDS:

1. Submit Your service records via Our website by going to; [www.awninsurance.com.au](http://www.awninsurance.com.au), search for Your Product, and submit Your service details but no later than at a Claim time; or
2. Post the relevant service coupon attached to this Product and the Mechanic's Tax Invoice (or legible copy) to AWN, P.O. Box 4301, Loganholme, QLD 4129, promptly after the service is completed; or
3. Email the relevant service coupon attached to this Product and the Mechanic's Tax Invoice (or legible copy) to [claims@theclaimshub.com.au](mailto:claims@theclaimshub.com.au), promptly after the service is completed.

The processing of Your Claim may be delayed or declined if We do not have invoices or other satisfactory evidence detailing the service history of the Motorcycle.

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

**COOLANTS AND LUBRICANTS:** Must be checked and maintained regularly.

**ROAD WORTHINESS:** You must take all reasonable care to maintain the roadworthy condition of the Motorcycle.

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

## 2.9 ASSESSMENT AND AUTHORISATION

1. Upon receipt of a Claim enquiry, We will check whether Your Claim is valid under this Mechanical & Electrical Breakdown Warranty and that all service requirements have been adhered to; and
2. If so, We may ask for the Motorcycle to be inspected by one of their Approved Repairers; and
3. If the Claim is valid, We will give approval for their Approved Repairer to repair the Motorcycle within the terms of this Product.
4. Where We need to dismantle Your Motorcycle to diagnose for the purpose of assessing Your Claim, We may ask You to contribute if it becomes apparent the Claim is not a successful Claim. In this circumstance We will;

- a. Ask Your permission to dismantle the Motorcycle;
  - b. Give You an estimated cost of the cost to dismantle and diagnose;
  - c. Make clear to You that those costs will not be reimbursed if the Claim is rejected.
5. No reimbursement shall be given for any work commenced without official authorisation being issued by Us to the Approved Repairer.

## 2.10 LIMITS OF LIABILITY

1. The Benefit Limit per Claim, including the Customer Care Package, is specified on the Product Schedule. The Benefit Limit indicates the limit of each Claim at any one time on any one Claim regardless of the number of Covered Components claimed against.
2. Customer Care Package: \$100 per Claim (up to a maximum of \$300 for the term of the Mechanical & Electrical Breakdown Warranty). A Claim will only be considered where repair of a Covered Component is approved by Us under this Product and costs will be reimbursed to You on submission of paid tax invoices or receipts, received and approved by Us.
3. The Total Benefit Limit for the total of all Claims (including the Customer Care Package) shall not exceed the Market Value of the Motorcycle at the time of the Cover Commencement Date, as determined by Us, or the limit of \$120,000, whichever is the lesser.
4. Subject to the satisfactory completion of the repairs, You agree to accept such payments to cover the full cost of repairs to the Covered Components of the Motorcycle whether paid to You or to the Approved Repairer on Your behalf to be in full satisfaction of the Claim.
5. Acceptance of the payment and/or Motorcycle after the repairs have been satisfactorily completed shall also be deemed to be in full satisfaction of the Claim.
6. All Benefit Limits are the GST-inclusive cost of the repairs.

## 11. HOW TO MAKE A CLAIM

1. Read the full terms of this Product carefully to ensure Your Claim is covered by the Product.
2. Telephone, write or lodge online. Contact details are:

### AWN INSURANCE

**Address:** PO Box 4301, Loganholme, Qld 4129

**Web:** lodge online 24/7 at [www.awninsurance.com.au](http://www.awninsurance.com.au)

**Phone:** +61 7 3802 5577

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

**Office Hours:** Monday to Friday 8:15 am to 5:15 pm (AEST)

3. Quote the Product number, registration number and current odometer reading of the Motorcycle.
4. Explain fully the nature of the Claim remembering that You are required to disclose to Us all information that is relevant in assisting Us to consider Your Claim. If You fail to disclose relevant information Your rights to Claim may be seriously affected and/or the Claim may be reduced or rejected.
5. Upon receipt of the above information, AWN will process and consider Your Claim. Repairs will not be paid by Us unless an Authorisation Number is issued by AWN to the Approved Repairer prior to the commencement of the repairs.

### ADDITIONAL REQUIREMENTS:

- i. 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 Motorcycle to a better condition than the condition prior to the failure.
- ii. You are to pay for any work not included in this Claim.
- iii. 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.
- iv. If You have a problem with Your Motorcycle that is not claim-related, just call Our claims department and We can still assist You through Our network of Approved Repairers Australia-wide.

## 2.12 MISCELLANEOUS

1. This is a Mechanical & Electrical Breakdown Warranty for used Motorcycles, therefore a part may be worn but still quite safe and serviceable.
2. We will not be liable or held responsible for any damage occurring if the Motorcycle is left unattended or being towed.
3. We will not be held responsible for any delays due to a lack of supply of parts or any materials needed to complete any work undertaken.
4. The odometer must be accurate and maintained in good working order. If at any time 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 Product will become void and Your rights to Claim will be forfeited in respect of any present and future Claims (applicable if the Motorcycle has an odometer fitted at time of manufacturer). Nothing in this clause prevents You from undertaking, at Your own expense, repairs or maintenance to the odometer at a licensed service facility of Your choosing in order to maintain it in good working order.

## 2.13 CANCELLATION

You may cancel Your Product at any time by providing Your cancellation requests in writing to [claims@theclaimshub.com.au](mailto:claims@theclaimshub.com.au). If You cancel Your Product, Your cover will end on the date We receive Your cancellation request, unless You inform Us otherwise and We agree to a mutually agreed date. If We agree to cancel this Product, any refund calculation will be on a Rule of 78 basis for the unexpired portion of the Product less any authorised or paid Claims.

### Please note:

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

We may cancel the Mechanical & Electrical Breakdown Warranty if:

4. You fail to comply with Your obligations;
5. You, or a person acting on Your behalf, or otherwise with Your knowledge, provide false or misleading information in relation to a Claim;
6. If the Motorcycle's odometer has been tampered with or is defective;
7. If the Motorcycle has at any time been used for rallying, racing, and competitive driving or tested for any such events.

## HOW WE CALCULATE YOUR REFUND IF YOU CANCEL EARLY (RULE OF 78)

If You cancel Your Product before the end of the term, We use an industry-standard method called the **Rule of 78** to work out how much of Your Premium has been “used” and how much We can refund to You.

## WHAT THE RULE OF 78 MEANS

The Rule of 78 assumes that more of the Premium is used in the earlier months of Your coverage. There are **no extra administration fees built into this method**, but it does mean Your refund reduces more quickly at the start of the policy.

## HOW IT WORKS

For a 12-month policy, the months are given weights that add up to **78**.

Month 1 has the highest weight, and Month 12 has the lowest.

- Month 1 uses **12/78ths** of the Premium
- Month 2 uses **11/78ths**
- Month 3 uses **10/78ths**, and so on

When You cancel, We add up the weights for the months You have already been covered. This tells Us how much of Your Premium has been “earned”. The rest is the amount We refund to You (less any approved cancellation fee in Your Product Disclosure Statement).

### Example

If Your Premium is **\$1,200 for 12 months** and You cancel after **3 months**:

- Months used:  $12 + 11 + 10 = 33/78$ ths of the Premium
- Earned Premium:  $33/78 \times \$1,200 = \$507.69$
- Refundable amount:  $45/78 \times \$1,200 = \$692.31$
- If a cancellation fee applies, it is deducted from the refundable amount.
- If there is any outstanding dishonoured fees, they will be deducted from the refundable amount.

# SECTION 3: PRIVACY, COMPLAINT AND TAXATION DISCLOSURES & THE AUSTRALIAN CONSUMER LAW

## 3.1 IF YOU DON'T TELL US SOMETHING

If You do not tell Us anything You are required to tell Us, We may cancel Your Product 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 Product as if it never existed.

## 3.2 PRIVACY NOTICE AND CONSENT

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

Personal information is essentially any information or an opinion about an identified individual, or an individual who is reasonably identifiable. See the Privacy Act 1988 (the Privacy Act) for full details of what constitutes personal information.

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

## 3.3 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 Products; and
- Issue, manage and administer services and Products provided to You or others, including Claims investigation, handling and settlement; and
- Improve Our services and Products, e.g. training and development of Our representatives, Product and service research and data analysis and business strategy development.

## 3.4 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.

## 3.5 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.

## 3.6 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, Our claim management partner(s), Selling 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 appoints to review and handle complaints or disputes and any other parties where permitted or required by law.

We may need to disclose information to persons located overseas who will most likely be located in the United Kingdom, South Africa, Asia-Pacific and the USA. 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 Privacy Act. By proceeding to acquire Our services and Products You agree that You cannot seek redress under the Privacy Act or against Us (to the extent permitted by law) and may not be able to seek redress overseas.

## 3.7 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 AWN's Privacy Policy. It is available at [www.awninsurance.com.au](http://www.awninsurance.com.au) or by contacting AWN on +61 7 3802 5577 EST 9 am - 5 pm, Monday-Friday.

## 3.8 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](mailto:administration@awninsurance.com.au) or by calling Us on +61 7 3802 5577.

## 3.9 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 Product. Please refer to the Goods and Services Tax (Section 3.10) below.

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

## 3.10 GOODS AND SERVICES TAX (GST)

Any Claim payments made under the Product 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 Product 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.

## 3.11 OTHER PRODUCTS

If at the time of a valid Claim under this Product, there is another Product in force that 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.

## 3.12 FRAUDULENT CLAIMS OR MISLEADING INFORMATION

We take a robust approach to fraud prevention in order to keep Premium rates down so that You do not have to pay for another person's dishonesty. If any Claim under this Product 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 product, Your right to any benefit under this Product will end, Your Product 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.

## 3.13 SUMMARY OF RIGHTS AND REMEDIES UNDER THE ACL

The protection afforded to You under this Product is in addition to and does not substitute for, or reduce the rights You have under the Australian Consumer Law (ACL). If and to the extent that You have a right to claim under the ACL, You may also need to Claim under Your Product when not covered by the ACL.

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

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

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

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

### 3.14 ADDITIONAL BENEFITS UNDER THIS MECHANICAL & ELECTRICAL BREAKDOWN WARRANTY NOT AVAILABLE UNDER THE ACL

We appreciate that You may want the certainty of knowing that if the Motorcycle You buy is faulty, it is covered for specific events and a specific time period.

When You purchase this Product 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 efficiently managed for You by AWN and work undertaken by one of Our Approved Repairer.

You will be entitled to the benefits set out in this Product that are not available under the ACL which, subject to the terms and conditions of the Product, are:

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

### 3.15 DISPUTES RESOLUTION

#### COMPLAINTS ABOUT PRODUCT & CLAIM ADMINISTRATION MATTERS

If You wish to make a complaint about service matters such as the general administration of Your Product, You may request that it be dealt with by the supervisor or manager directly responsible for that area. If You are not satisfied Your complaint will be referred to Our Internal Dispute Resolution Committee (IDRC) to review the dispute at no cost to You. You can contact Our Internal Dispute Resolution Panel at;

Internal Dispute Resolution Committee Contact details	
<b>Phone:</b> +61 7 3802 5577	<b>Post:</b> P.O. Box 4301, Loganholme, QLD 4129
<b>Email:</b> <a href="mailto:idr@awninsurance.com.au">idr@awninsurance.com.au</a>	<b>Web:</b> <a href="http://www.awninsurance.com.au">www.awninsurance.com.au</a>

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

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

AFCA Contact details	
<b>Phone:</b> 1800 931 678 (free call)	<b>Post:</b> GPO Box 3, Melbourne VIC 3001
<b>Email:</b> <a href="mailto:info@afca.org.au">info@afca.org.au</a>	<b>Web:</b> <a href="http://www.afca.org.au">www.afca.org.au</a>

They provide an independent service that will investigate Your complaint and provide a ruling at no cost to You.

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

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

# Financial Services Guide

## Date of Issue:

### Authorised Representative Details

“We”, “Us”, “Our”:

ABN:

Address:

AR Number:

Phone:

### Third Party Introducer (TPI) Details (if applicable)

TPI:

ABN:

Address:

Phone:

## WHAT IS THE PURPOSE OF THE FINANCIAL SERVICES GUIDE?

This Financial Services Guide (FSG) is designed to assist you in deciding whether you wish to use any of the services We provide. It contains information about how We and others are remunerated in relation to the services, and about how you may access AWN’s internal and external dispute resolution procedures.

## THIS FSG CONTAINS INFORMATION ABOUT:

- The services We are authorised to provide to You;
- How We are remunerated for providing these services;
- How complaints are dealt with; and
- Other important information.

## WHAT DOCUMENTS WILL YOU RECEIVE?

When providing you with a quote or issuing the Extended Warranty, We will give you:

- The FSG, which has been approved for distribution by AWN.
- A Product Disclosure Statement (PDS), contains sufficient information so that a retail client may make an informed decision about whether to purchase a financial product.

## HOW YOU CAN PROVIDE INSTRUCTION TO US

If you want to provide Us with instructions in relation to the financial services and products We can offer, contact Us using the details provided above.

## ABOUT US AND OUR SERVICES

We are an Authorised Representative of the following licensee:

Australian Warranty Network Pty Ltd trading as AWN Insurance (AWN)

**ABN:** 78 075 483 206 | **AFSL No:** 246469.

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

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

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

### Products:

- Mechanical Breakdown Warranty.

## HOW ARE WE REMUNERATED?

### Authorised representatives

We receive a commission from AWN when We arrange Your Products. The amount is calculated as a percentage of the Premium (excluding taxes and statutory charges) and is included in the Premium quoted to You. Depending on the retail price elected by Us, this may vary between 0% and 40% of the Premium.

AWN may also provide benefits in the form of advertising and promotional material, admission to sales seminars, business related conferences and attendance at sporting or hospitality events. These are provided to Us at no additional cost to You.

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

The TPI receives from AWN in the form of an agreed fee, an amount to complete relevant duties as agreed by AWN and the TPI. These fees are included in the Premium quoted to You.

If You require more detailed information about the remuneration that is received, please contact AWN within a reasonable time after the FSG is provided to You and before the financial service is provided to You.

### Authorising licensee

AWN is paid a commission by the Underwriter when You are issued with a Product. The commission is included in the premium charged by the Authorised Representative. AWN's employees are paid an annual salary and may be paid a bonus based on performance criteria. If You require more detailed information about the remuneration that is received please contact AWN within a reasonable time after the FSG is provided to You and before the financial service is provided to You.

## WHAT SHOULD YOU DO IF YOU HAVE A COMPLAINT?

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

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

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

### Internal Dispute Resolution Committee

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

**Phone:** 07 3802 5577

If you are still not satisfied with the outcome of the IDRC review of your complaint, you are entitled to take your complaint to the Australian Financial Complaints Authority (AFCA), the licensee External Resolution Scheme. The AFCA details and complaints process will be supplied with the IDRC written response to your complaint review.

## PROFESSIONAL INDEMNITY INSURANCE OF LICENSEE

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