

# Roadtrip Insurance

Sample Product Disclosure Statement and Policy Document

## PRODUCT DISCLOSURE STATEMENT (PDS)

This Product Disclosure Statement (PDS) contains information designed to help You make an informed decision about whether to purchase the Policy. This PDS was prepared on 7 June 2022. Certain words have special meanings in this PDS and the Policy Terms and Conditions. A full list of definitions is shown in the Definitions section of the Policy.

### PURPOSE OF THE COVER

This insurance provides to compensate you for losses incurred through the use of a Rental Vehicle whilst You are travelling. The Policy will reimburse the Excess You must pay under a Rental Agreement following an incident involving a Rental Vehicle. It also provides additional benefits, such as:

- Cover against the costs incurred as a result of You putting the wrong type of fuel into a Rental Vehicle;
- Cover for replacing the locks and keys of a Rental Vehicle if the original keys are lost or stolen;
- Cover against Administration Charges applied by a Rental Company which cannot be recovered following a claim which is covered by this insurance.
- Cover for Your Personal Possessions damaged or stolen from the locked boot, covered luggage area or glove box of the Rental Vehicle.
- Cover for pre-booked travel arrangements which are forfeited due to the Rental Vehicle being inoperable, stolen or involved in a motor vehicle accident.
- Cover for overseas medical expenses incurred if the Rental Vehicle is involved in an accident and You suffer injuries.

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

The above is only a limited summary so please carefully read the full details of the terms, conditions, limits and exclusions that apply before making a decision to purchase.

### LANGUAGE

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

### CHECK IF THE POLICY IS SUITABLE FOR YOU

You need to determine if the Policy is appropriate for Your needs as We, the selling agent and their representatives do not do this for You. The Policy is likely to be suitable for people who will be hiring a Rental Vehicle whilst travelling that has an Excess payable under a Rental Agreement in the event the Rental Vehicle suffers damage or loss.

### GENERAL ADVICE WARNING

Any financial product advice given to You by Us or the selling agent or their representatives is general advice only, is limited to the Policy and does not take into account Your personal financial circumstances or needs.

## WHO IS THE UNDERWRITER?

The Policy is underwritten by Certain Underwriters at Lloyd's.

If You need to contact the Underwriters, please do so through AWN.

**In writing:** PO Box 4301, Loganholme QLD 4129

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

**Phone:** (07) 3802 5577

## ABOUT THE PROVIDED SERVICES

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

Travel benefits provided under this Policy are provided by YourCover Pty Ltd (ABN 35 169 038 466 AFS Licence No. 461299) (YourCover) who have been given a binder authority by the Underwriters, which allows them to enter into, administer and handle and settle claims made under the Policy, subject to the terms of the binder authority. In doing so, YourCover acts for the Underwriters, not You. YourCover's AFSL authorises it to provide these services.

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

**In writing:** PO Box 4301, Loganholme QLD 4129

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

**Phone:** (07) 3802 5577

## BENEFITS OF THE POLICY

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

- Road traffic accidents, including damage to a third-party vehicle
- Weather-related incidents
- Damage caused by fire or explosion
- Tyre damage
- Windscreen and glass damage
- Damage to the undercarriage and roof
- Collisions with animals
- Theft or attempted theft
- Towing costs
- Accidental and malicious damage

It also provides to compensate You for certain losses and expenses You incur following loss of or damage being sustained to the Rental Vehicle.

In addition to the Excess reimbursement benefit, extra cover is provided to assist You to pay the following expenses or compensate You for the following losses;

1. up to \$2,000 for any irrecoverable Administration Charges which are applied by Your Rental Company.
2. up to \$1,000 towards the costs incurred as a result of misfuelling.
3. up to \$1,000 for replacement keys and locks.
4. up to \$2,000 for Your Personal Possessions if they are damaged because the Rental Vehicle is involved in an accident.
5. up to \$2,000 for Your Personal Possessions if they are stolen from the locked boot, covered luggage area, or glove box of the Rental Vehicle.
6. up to \$1,000 for loss of pre-booked travel arrangements which are forfeited and/or additional travel arrangements which are required because the Rental Vehicle is involved in an accident, stolen or suffers mechanical failure/breakdown.
7. up to \$5,000 for overseas medical expenses incurred overseas for the treatment of injuries You sustain if the Rental Vehicle is involved in an accident.
8. up to \$250 if You are admitted to an overseas hospital for inpatient treatment of injuries You sustain if the Rental Vehicle is involved in an accident.
9. \$5,000 if You die as a result of injuries sustained in an accident involving the Rental Vehicle.

The additional benefits (1-9) listed above are only payable following an Excess claim which is covered by this insurance.

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

- the Excess amount payable under Your Rental Agreement;
- the costs incurred as a result of putting the wrong type of fuel into a Rental Vehicle.

- the costs incurred as a result of replacing the locks and keys of a Rental Vehicle if the original keys are lost or stolen.
- the likely cost of medical treatment if You are injured in a motor vehicle accident whilst You are travelling overseas.
- the value of Your pre-booked travel arrangements and the applicable booking conditions.
- how much You can afford to be out of pocket if a loss occurs.

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

The most We will pay is \$20,000 for any one claim and \$20,000 during any one Period of Insurance.

## SIGNIFICANT RISKS

Possible risks associated with You holding this Policy include:

- Whether the Policy provides the scope of cover You require.
- Whether You can comply with the Policy terms and conditions. Failure to comply could result in Us not paying all or part of a claim.
- Your Duty to Us is very important. If You have not disclosed relevant information, We may be entitled to decline a claim, and this can have consequences on Your further insurance cover.

## COST OF THE POLICY

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

## SELLING AGENT

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

## ADDITIONAL INFORMATION AND CONFIRMATION OF TRANSACTIONS

If You require additional information about the Policy or wish to confirm a transaction, please visit Our website [www.awninsurance.com.au](http://www.awninsurance.com.au) or contact Us at +61 (07) 3802 5577 (AEST) 9 am - 5 pm, Monday - Friday. AWN will handle all enquiries and direct them to the person/s best suited to handle Your respective request.

## ELIGIBILITY

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

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

Please contact the Administrator as soon as possible if You are not eligible for this insurance or if You have any queries.

## YOUR DUTY TO US

Before You enter into an insurance contract, You have a duty to take reasonable care not to make a misrepresentation to Us when answering questions that We will ask You and providing Us with information.

Before You enter into, vary or extend an insurance contract, We will ask You questions that are relevant to Our decision to insure You and on what terms. You must take reasonable care not to make a misrepresentation to Us when answering those questions. For example, it is important that You answer Our questions fully and accurately, to the best of Your knowledge.

If You do not take reasonable care not to make a misrepresentation to Us, We may cancel Your Policy, deny or reduce the amount We will pay You for a claim, in accordance with Our rights at law.

If You make a misrepresentation to Us which is fraudulent, We can:

1. Treat Your Policy as if it never existed (i.e. avoid the contract), unless We would have entered into the contract for the same premium and on the same terms anyway; or
2. If We are not entitled to avoid the contract or We decide not to avoid the Policy, We can reduce the amount that We pay You for a claim so that We are put in the position We would have been in if You had not breached Your duty to Us, in accordance with Our rights at law.

## GENERAL INSURANCE CODE OF PRACTICE

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit [www.insurancecouncil.com.au](http://www.insurancecouncil.com.au).

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to [www.insurancecode.org.au](http://www.insurancecode.org.au)

## COMPLAINTS ABOUT POLICY AND CLAIM ADMINISTRATION MATTERS

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

### Internal Dispute Resolution Officer - AWN Insurance

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

**Phone:** (07) 3802 5577

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

We will acknowledge receipt of Your complaint and do Our utmost to resolve the complaint to Your satisfaction within 10 business days.

If We cannot resolve Your complaint to Your satisfaction, We will escalate Your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

### Lloyd's Australia Limited

**Email:** [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)

**Phone:** (02) 8298 0783

**Post:** Suite 1603, Level 16, 1 Macquarie Place, Sydney NSW 2000

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

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

### AFCA can be contacted as follows:

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

**Phone:** 1800 931 678

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

Your complaint must be referred to AFCA within 2 years of the final decision. If Your complaint is not eligible for consideration by AFCA, You may be referred to the Financial Ombudsman Service (UK) or provided with other options.

The Underwriters accepting this Insurance agree that:

1. if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
2. any summons notice or process to be served upon the Underwriters may be served upon:  
Lloyd's Underwriters' General Representative in Australia  
Suite 1603, Level 16, 1 Macquarie Place, Sydney NSW 2000  
who has authority to accept service on the Underwriters' behalf;
3. if a suit is instituted against any of the Underwriters, all Underwriters participating in this insurance will abide by the final decision of such Court or any competent Appellate Court.

## COOLING-OFF PERIOD

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

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

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

You can cancel Your Policy during the cooling-off period by contacting [awn@awninsurance.com](mailto:awn@awninsurance.com)

## CANCELLING OUTSIDE THE COOLING-OFF PERIOD

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

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

You can cancel Your Policy after the cooling-off period by contacting [awn@awninsurance.com](mailto:awn@awninsurance.com)

## TAXATION INFORMATION

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

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

## GOOD AND SERVICES TAX (GST)

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

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

## HOW TO MAKE A CLAIM

If You wish to make a claim there are some important things, You must do. For full details of how to make a claim, please refer to the Claims Procedure section of the Policy.

## CLAIM PAYMENT EXAMPLE

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

### Claim example

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

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

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

## **DATE PREPARED**

This PDS was authorised on the 1 May 2022 and remains valid until superseded by a new or supplementary PDS. Claims are assessed in accordance with the Policy effective at the date of issue.

## **UPDATING THE PDS**

We may need to update this PDS from time to time if certain changes occur when required and permitted by law. We will issue You with a new PDS or a supplementary PDS or other compliant documents to update the relevant information except in limited cases, such as where the information is not something that would affect You negatively. We may issue You with notice of this information in other forms or keep an internal record of such changes. You can get a paper copy free of charge by contacting AWN using the details provided in this document.

# POLICY TERMS AND CONDITIONS

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

## DEFINITIONS

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

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

**Administrator** means the company who administers this Policy This is Australian Warranty Network Pty Ltd trading as AWN Insurance, P.O. Box 4301, Loganholme, QLD 4129.

**Australian Resident** means a person who is living or travelling in Australia.

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

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

**Period of Insurance** means the stated dated intervals as stated on Your Policy Schedule. The cover begins when:

- You collect a Rental Vehicle from a Rental Company.

Cover ends on either the date;

- You return the Rental Vehicle to the Rental Company,
- the end date as shown on Your Policy Schedule, or
- when a claim is made,

whichever happens first.

If You wish to vary the Period of Insurance, You should contact [awn@awninsurance.com](mailto:awn@awninsurance.com). Policies are available for the following durations:

VEHICLE	MAXIMUM DURATION
Cars	Up to 180 days
Minibuses	Up to 180 days

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

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

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

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

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

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

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

**Undercarriage** means the underside of the Rental Vehicle.

**Underwriters** mean Certain Underwriters at Lloyd's.

**We, Us, Our** means The Underwriters acting through their agents Australian Warranty Network Pty Ltd, trading as AWN Insurance, and YourCover Pty Ltd.

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

## SCHEDULE OF BENEFITS

The Policy provides the following benefits. The amounts noted below are the maximum amount payable in Australian Dollars under each section.

EXCESS BENEFITS	BENEFIT
Excess Reimbursement	\$10,000
Irrecoverable Administration Charges	\$2,000
Misfuelling	\$1,000
Replacement Keys and Locks	\$1,000
TRAVEL BENEFITS	BENEFIT
Personal Possessions	\$2,000
Cancelled/Additional Travel Arrangements	\$1,000
Overseas Medical Expenses	\$5,000
Overseas Hospital Cash	\$250
Accidental Death	\$5,000

## BEFORE YOU DRIVE YOUR RENTAL VEHICLE

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

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

## WHAT IS COVERED?

- We will pay up to \$10,000 in the event of a claim for Excess reimbursement.
- We will only pay for one claim during any Period of Insurance.
- We will pay up to \$2,000 for any irrecoverable Administration Charges which are applied by the Rental Company following a claim which is covered by this insurance.
- We will pay up to \$1,000 towards the costs incurred as a result of misfuelling.
- We will pay up to \$1,000 for replacement keys and locks.
- We will pay up to \$2,000 to repair or replace Your Personal Possessions if they are damaged because the Rental Vehicle is involved in an accident.
- We will pay up to \$2,000 to replace Your Personal Possessions if they are stolen from the locked boot, covered luggage area or glove box of the Rental Vehicle.
- We will pay up to \$1,000 for loss of pre-booked travel arrangements which are forfeited and/or additional travel arrangements which are required because the Rental Vehicle is involved in an accident, stolen, or suffers mechanical failure/breakdown.
- We will pay up to \$5,000 for medical expenses incurred whilst You are overseas for the treatment of injuries You sustain if the Rental Vehicle is involved in an accident.
- We will pay up to \$250 if You are admitted to hospital for inpatient treatment of injuries You sustain if the Rental Vehicle is involved in an accident.
- We will pay \$5,000 if You die as a result of injuries sustained in an accident involving the Rental Vehicle.

The most We will pay is \$20,000 for any one claim and \$20,000 during any one Period of Insurance.



## WHAT IS COVERED?

### Excess Reimbursement

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

- Road traffic accidents, including damage to a third-party vehicle
- Weather-related incidents
- Damage caused by fire or explosion
- Tyre damage
- Windscreen and glass damage
- Damage to the undercarriage and roof
- Collisions with animals
- Theft or attempted theft
- Towing costs
- Accidental and malicious damage

### Administration charges

We will pay up to \$2,000 towards any Administration Charges which are applied by Your Rental Company and cannot be recovered following a claim which is covered by this insurance. This includes charges for Loss of Use.

### Misfuelling

We will pay up to \$1,000 towards the costs incurred as a result of You or any person named on Your Rental Agreement putting the wrong type of fuel into Your Rental Vehicle. We will pay this amount towards:

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

### Replacement keys and locks cover

We will pay up to \$1,000 towards the cost of replacing the key or lock transmitter for Your Rental Vehicle if the original key or lock transmitter is lost or stolen, including the cost of replacement locks and any locksmith charges.

### Personal possessions

We will pay up to \$2,000 to repair or replace Your Personal Possessions if they are damaged because the Rental Vehicle is involved in an accident.

We will also pay up to \$2,000 to replace Your Personal Possessions if they are stolen from the locked boot, covered luggage area or glove box of the Rental Vehicle.

### Cancelled travel arrangements

We will pay up to \$1,000 for

1. loss of pre-booked travel arrangements (e.g. accommodation, tours, public transport fares) which are forfeited or unable to be used because the Rental Vehicle is involved in an accident, stolen or suffers mechanical failure/breakdown; or
2. the cost of alternative travel arrangements for You to travel to Your intended destination so that You can utilise Your pre-booked travel arrangements.

We reserve the right to determine which of the above options will be used to settle Your claim.

### Overseas medical expenses

We will pay up to \$5,000 for overseas medical expenses incurred for the treatment of injuries You sustain if the Rental Vehicle is involved in an accident.

This benefit is only payable if You are injured in an accident whilst travelling overseas and the treatment is obtained whilst You are overseas during the Period of Insurance. This benefit does not apply if You are injured in an accident while travelling in Australia.

### Hospital cash benefit

We will pay \$25 per day up to a maximum of \$250 for each complete 24-hour period that You are confined to an overseas hospital due to injuries You sustain if the Rental Vehicle is involved in an accident.

### Accidental death

We will pay \$5,000 to Your estate if You die as a result of injuries sustained in an Accident involving the Rental Vehicle. Your death must result solely from injuries sustained in an accident involving the Rental Vehicle.

## EXCLUSIONS

We will not pay any claim:

1. If You do not meet the eligibility requirements for this Policy (as detailed on page 3 of this Policy Document).
2. For any costs that can be recovered from the Rental Company or any other person or company.
3. Which results from a direct breach of the terms and conditions of Your Rental Agreement.
4. Which is for third-party death or injury only.
5. For any Excess above the standard Excess shown on Your Rental Agreement.
6. For theft of Personal Possessions unless they are out of sight in the locked boot or covered luggage area or glove box of the Rental Vehicle.
7. For accessories that are fitted to or supplied with the Rental Vehicle, such as sound systems, radios, tape, CD or MP3 players, ski racks, car seats, GPS and satellite navigation equipment and telecommunications equipment.
8. For mechanical repairs or the cost of any replacement parts which are necessary as a result of misfuelling.
9. For any costs relating to a missed departure as a result of misfuelling.
10. Resulting from wear and tear or mechanical breakdown.
11. Resulting from the influence of alcohol (which exceeds a Blood Alcohol Content of 0.05% and would render You unfit to drive regardless of whether You are driving or not), drugs, solvents or chemicals. This exclusion will not apply where drugs are taken under medical supervision, but not for the treatment of drug addiction.
12. Resulting from a fraudulent, dishonest or criminal act committed by You.
13. Resulting from illegal activities carried out by You or on Your behalf.
14. If the Rental Vehicle was being driven by a person that is not an eligible person(s) authorised by the Rental Agreement.
15. That occurs while the Rental Vehicle is not on a Public Road, for example, while on a safari or an adventure trail.
16. For any loss or damage resulting from a deliberate and intentional act by You.
17. For loss or damage resulting from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind.
18. For loss or damage resulting from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
19. For damage resulting from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
20. For any loss, damage, liability, cost or expense caused by malicious or non-malicious use of any application, process, software, code or programme, including computer virus (or any computer-related hoax).
21. For any loss, theft of, or damage to bank or currency notes (including debit and credit cards), cheques or negotiable instruments such as travellers cheques.
22. Resulting from an incident that does not occur during the Period of Insurance.
23. Resulting from self-exposure to needless danger (other than in an attempt to save human life), intentional self-injury, suicide or attempted suicide.
24. For any cost which You would have incurred if no claim had arisen.
25. For expenses where You cannot provide original receipts/invoices or for any loss which You cannot prove.
26. For consequential loss of any kind including loss of enjoyment or any financial loss (other than as provided for under this Policy).
27. For any medical expense incurred in Australia and/or more than 12 months after the accident which gave rise to You suffering injury.
28. For death arising from natural causes, pre-existing medical conditions, disease or illness.

## GENERAL CONDITIONS

1. Unless You have Our permission in writing, You must not admit that You or any eligible person(s) authorised by the vehicle Rental Agreement are at fault for an incident or give any representations or promises on Our behalf which are binding upon Us. We have the right to conduct, control and settle all proceedings arising out of, or in connection with, a claim under this insurance.

2. Cover is provided in the countries specified in Your Rental Agreement unless they are excluded in the eligibility criteria on page 3 of this Policy Document.
3. All information and evidence required by Us will be provided at Your expense. In the event of Your death which results from an accident involving the Rental Vehicle, We will be entitled to have a post-mortem examination at Our expense.
4. Any Personal Possessions which become the subject of a claim for damage, must be retained for Our inspection and forwarded to Us if required at Your expense. All such items will become Our property following acceptance and settlement of Your claim.
5. You must take and cause to be taken all reasonable precautions to avoid injury; take all practicable steps to minimise Your loss/claim; safeguard Your property from loss, theft or damage; and to recover property that has been lost or stolen.
6. We are entitled at Our own expense to issue proceedings in Your name to recover compensation or secure an indemnity from any third party in respect of any loss or damage for which We have indemnified You under this Policy. You must assist Us to obtain or pursue recovery or contribution from a third party or insurers by providing all information and documentation We reasonably and necessarily require.
7. This Policy becomes void, and the premium paid will be forfeited if any fraudulent claim is made or if fraudulent means or devices are used to obtain any benefit or compensation.
8. We may at Our option discharge any liability under this Policy by replacing or repairing any article/s which have been lost or damaged or by issuing a credit voucher.
9. If at the time of any incident which results in a claim under this Policy, there is another insurance Policy covering the same loss, damage, expense or liability, You must give us details. If You make a claim under one insurance and You are paid the full amount of Your claim, You cannot make a claim under the other insurance. If You make a claim under any other insurance and You are not paid the full amount of Your claim, We will pay the difference, up to the amount this Policy covers You for, provided Your claim is covered by this Policy. We may seek a contribution to amounts We have paid or must pay, from Your other insurer. You must give us any information We reasonably ask for to help Us make a claim from Your other insurer.
10. You must comply with all terms, provisions, conditions and endorsements applicable to this insurance. Failure to do so may result in Your claim being declined or limited.
11. You must refund any amounts that We have paid to You or on Your behalf that are not covered by this insurance within one calendar month of Our request.
12. You must prove Your claim. This means You must provide independent documentary evidence of the event giving rise to Your claim. You must also provide evidence to verify the losses You sustained and/or costs You incurred.
13. No (re)insurer shall be deemed to provide cover and no (re) insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Australia, United Kingdom or the United States of America.
14. Any reference to an Act, legislation or legislative instrument in this document also refers to that Act, legislation or legislative instrument as amended and may be in force from time to time.
15. If more than one person is authorised as the Insured, We will treat a statement, act, omission or claim of any one of those people as a statement, act, omission or claim by all people named as the Insured on this Policy.
16. The Policy is governed by the laws of Australia. Any dispute relating to the Policy shall be submitted to the exclusive jurisdiction of an Australian Court within the State or Territory in which the Policy was issued.

## PRIVACY NOTICE AND CONSENT

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

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

## WHY WE COLLECT YOUR PERSONAL INFORMATION

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

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

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

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

## HOW WE COLLECT YOUR PERSONAL INFORMATION

Collection can take place through websites (from data input directly or through cookies and other web analytic tools), email, by telephone or in writing. We collect it directly from You unless You have consented to collection from someone other than You, it is unreasonable or impracticable for Us to do so or the law permits Us to.

If You provide Us with personal information about another person You must only do so with their consent and agree to make them aware of this privacy notice.

## WHO WE DISCLOSE YOUR PERSONAL INFORMATION TO?

We share Your personal information with third parties for the collection purposes noted above.

The third parties include Our related companies and Our representatives who provide services for Us, other insurers and reinsurers, Lloyd's, Our claim management partner(s), Your agents, Our legal, accounting and other professional advisers, data warehouses and consultants, investigators, loss assessors and adjusters, other parties We may be able to claim or recover against, and anyone either of Us 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. Who they are may change from time to time.

You can contact Us for details or refer to Our Privacy Policy available at Our website. In some cases, We may not be able to take reasonable steps to ensure they do not breach the Privacy Act and they may not be subject to the same level of protection or obligations that are offered by the Act. By proceeding to acquire Our services and products You agree that You cannot seek redress under the Act or against Us (to the extent permitted by law) and may not be able to seek redress overseas.

## MORE INFORMATION, ACCESS, CORRECTION OR COMPLAINTS

For more information about Our privacy practices including how We collect, use or disclose information, how to access or seek correction to Your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to Our Privacy Policy. It is available at Our website [www.awninsurance.com.au](http://www.awninsurance.com.au) or by contacting Us on +61 (07) 3802 5577 (AEST) 9 am - 5 pm, Monday - Friday.

## YOUR CHOICES

By providing Us with personal information, You and any person You provide personal information for consent to these uses and disclosures unless You tell Us otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, please contact Us. You can opt out of this by emailing [administration@awninsurance.com.au](mailto:administration@awninsurance.com.au) or by calling Us on +61 (07) 3802 5577.

# CLAIMS PROCEDURE

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

Please complete the ONLINE CLAIM FORM, Go To: [www.myexcessclaim.com](http://www.myexcessclaim.com)

## THINGS YOU MUST DO

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

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

The Administrator may request the following information and supporting documents:

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

## CLAIMS ASSESSMENT AND AUTHORISATION

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

## INSURER LIABILITY

This Policy is underwritten 100% by Lloyd's syndicates, and each member of the syndicates (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total liability for the syndicates, which is the total of the proportions underwritten by all the members of the syndicates taken together. A member is liable only for that member's proportion and is not jointly liable for any other member's proportion.

The business address of each syndicate member is Lloyd's, 1 Lime Street, London EC3M 7HA. The identity of each member and their respective proportion may be obtained by writing to Market Services, Lloyd's, at this address.

# Financial Services Guide

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

The distribution of this FSG has been authorised by AWN.

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

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

## ABOUT AWN

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

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

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

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

**Tel:** (07) 3802 5577.

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

## REMUNERATION

AWN is paid a commission by the Underwriter when You are issued with a Product. The commission is included in the premium charged by AWN. AWN's employees are paid an annual salary and may be paid a bonus based on performance criteria.

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

## PAYMENT TO THIRD PARTIES

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

## PRIVACY STATEMENT

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

## IF YOU HAVE A COMPLAINT

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

### **Please address all complaints to:**

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

**Phone:** (07) 3802 5577.

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

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

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

**AFCA**

**Mail:** GPO Box 3 Melbourne VIC 3001.

**Phone:** 1800 931 678.

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

Access to the External Dispute Resolution scheme is free.

## DATE PREPARED

This FSG was prepared and authorised by AWN on 1st June 2022.

## PROFESSIONAL INDEMNITY INSURANCE OF LICENSEE

AWN is covered under compulsory professional indemnity insurance that complies with the requirements of section 912B of the Corporations Act. This insurance (subject to its terms and conditions) will continue to cover claims relating to the products and in relation to AWN's representatives/employees who no longer work for it (but who did at the time of the product purchase).