

LMB Motorbike

Mechanical Breakdown Insurance

Product Disclosure Statement and Financial Services Guide



AWN 
INSURANCE

Coverholder at **LLOYD'S**

Benefits offered by these products are in addition to any other warranties and guarantees relating to your Vehicle under the Competition and Consumer Act 2010 (Australian Consumer Law) and State and Territory legislation. This product is offered by Australian Warranty Network Pty Ltd trading as AWN Insurance, ABN 78 075 483 206, Coverholder of Lloyds and holder of AFS Licence No. 246469. AWN Insurance does not take into account your personal or financial circumstances when offering these products.

SECTION 1: WELCOME

Welcome to **Your Mechanical Breakdown Insurance (MBI) Policy**.

This **Mechanical Breakdown Insurance** is designed to help reduce the financial impact of unexpected and potentially expensive mechanical repairs to **Your Asset** by providing the parts and labour coverage on **Covered Components** as listed under Section 2 'Significant Characteristics of this Policy'.

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

We know everyone's circumstances differ, so **We** offer a variety of **Policy** options with different levels of cover which allows **You** to choose the appropriate level of coverage for **Your** circumstances.

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

1.1 LANGUAGE

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

1.2 GENERAL ADVICE WARNING

Any financial product advice given to **You** by the **Selling Agent/Selling Agent's** representative is general advice only, limited to this insurance **Policy** only, and does not take into account **Your** personal needs or financial circumstances.

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 the **Policy**. This PDS was prepared on the 1st June 2020. Certain words have special meanings which are explained in Section 3.1 'Definitions' of the **Policy** Terms and Conditions.

1.4 ABOUT AWN AND THE INSURER

Australian Warranty Network Pty Ltd. (**AWN**) trading as **AWN Insurance**, (ABN 78 075 483 206) is an Australian Financial Services Licence holder (No. 246469), authorised to provide general financial product advice and deal in general insurance products. This insurance is underwritten by certain Underwriters at Lloyd's (the **Insurer**). Under a binding authority with the **Insurer**, **AWN** as a managing general agent is authorised by them to arrange, issue, vary, cancel and handle all **Claim** enquiries for these **Products** on their behalf.

The **Insurer** can be contacted:

c/o **Lloyd's General Representative**

Level 9, 1 O'Connell Street, Sydney NSW 2000

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

Post: PO Box 4301, Loganholme QLD 4129

Phone: (07) 3802 5577

Web: www.awninsurance.com.au

1.5 SELLING AGENT

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

1.6 BENEFITS OF THE POLICY

This **Product** will benefit **You** should a mechanical breakdown occur, and that mechanical breakdown is caused by a **Covered Component** under the terms of this **Mechanical Breakdown Insurance**. In the event of a **Claim**, **Covered Components** will be rectified up to the limits of liability for those components and subject to the type of **Product You** have purchased. Terms of coverage and limits of liability are set out in this document.

These terms and limits of liability should be read in conjunction with the Terms and Conditions in Section 3.5 'Your Obligations'.

The coverage provided by this **Product** may represent substantial savings to **You**, should a mechanical breakdown of a **Covered Component** occur. Further, **AWN's** experience, knowledge and expertise allows **AWN** to direct **Your Asset** to the closest **Approved Repairer**. Parts for repairs can generally be sourced at a lower cost by **AWN**, which also represents a potential saving to **You** were a **Claim** may exceed the limits of **Our** liability.

1.7 COST OF THE MECHANICAL BREAKDOWN INSURANCE

The cost of the **Mechanical Breakdown Insurance** is dependent on the level of cover **You** select. In addition to the **Mechanical Breakdown Insurance Premium** price, **You** also need to pay any applicable Commonwealth and State taxes and/or charges such as Goods and Services Tax (GST) and Stamp Duty. The total **Premium** price and amount of these taxes and/or charges will be shown on **Your** Application Page. The total **Premium** will also be determined by the payment method used by **You**. If the **Premium** is financed or if **You** use a credit card, interest charges will apply but will differ depending on **Your** financial provider.

Additional charges may apply to Pay by Instalment options.

1.8 PAY BY INSTALMENTS

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

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

- If **You** are paying by instalments and an instalment remains unpaid for 14 days or more, **We** may refuse a **Claim**.
- If an instalment remains unpaid for a period of one month past its due date, **We** can cancel the **Policy** (**We** will take all reasonable steps to contact **You** in this time).
- If **You** have an authorised **Claim** during the Pay by Instalment term, **We** will deduct any outstanding instalments from the **Claim** amount **We** authorise.

1.9 DOCUMENT REPLACEMENT

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

1.10 TRANSFER

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

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

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

Apply for and submit **Your** transfer of **Mechanical Breakdown Insurance** application via **AWN's** website www.awninsurance.com.au

1.11 ADDITIONAL INFORMATION AND CONFIRMATION OF TRANSACTIONS

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

1.12 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 free of charge by contacting **AWN** using **Our** details provided in this document.

SECTION 2: SIGNIFICANT CHARACTERISTICS OF THIS POLICY

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

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

2.1 COVERED COMPONENTS AND PARTS

ASSET TYPE: MOTORBIKE

REPAIRING OR REPLACING COVERED COMPONENTS OF YOUR MOTORBIKE

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.

For all limits of liability and exclusions of the Mechanical Breakdown Insurance, please refer to the Limits of Liability, Exclusions and Miscellaneous sections under Terms and Conditions.

2.2 ADDITIONAL BENEFITS

CUSTOMER CARE PACKAGE

Where **We** approve a **Claim** in relation to a **Covered Component**, **We** will provide the following **Additional Benefits** where expenses are incurred, by reason of that **Claim**. Customer Care Package runs for the term of the **Mechanical Breakdown Insurance** selected. Refer to Section 3.7 'Limits of Liability'.

TOWING ASSISTANCE

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

ACCOMMODATION ASSISTANCE

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

CAR HIRE ASSISTANCE

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

QUALITY GUARANTEE

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

2.3 WHAT IS NOT COVERED

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

- **Assets** modified beyond manufacturer's specifications, **Assets** used or which have been used for the conveyance of passengers, for fare or reward (including rental and rideshare), delivery or courier use, Police or Emergency vehicles, driver's instruction or tuition for a reward.
- Any damage due to misuse, fire, accident, theft, impact, submersion in water, neglect, rust, corrosion, towing without suitable equipment as recommended by the manufacturer, or **Assets** used or tested in preparation for motorsports activities in any form may render this **Mechanical Breakdown Insurance** invalid.
- Any damage to **Covered Components** occurring from overheating or lack of oil or lubricant, low fluid level, any damage caused by failure to maintain correct service requirements and any damage, which is consequential to the failure to maintain correct service requirements.
- Any damage, loss or expense of any kind which occurs or arises from a mechanical breakdown or failure of any part or component of the **Asset**, except where that damage, loss or expense is the approved cost of repair or replacement of the **Covered Component** or is reasonably determined by **Us** to be directly related to or arising from the failure of that **Covered Component**.
- The cost of any consumables that are replaced during the course of repairs.
- Any component that is considered part of any manufacturer's fault and/or notified recall campaign or is reusable.
- Oil leaks, water leaks, **Normal Wear and Tear**, all service and maintenance items and any consumables that are replaced during routine service and maintenance, or any failure of **Covered Components** due to water, oil, and fuel or coolant contamination.
- Any repair, quote or diagnostic cost that is not part of a genuine, approved **Claim**.
- Any damage occurring while **You** continue to drive with a known or suspected fault, or which a reasonable person in the position of the driver would or should know or suspect to be a fault.
- Conditions or problems that are reasonably determined to be **Pre-Existing Faults** or **Pre-Activated Faults** with the **Asset**.
- Failures of **Covered Components** subsequent to the refusal of a **Claim** under, or the cancellation or voiding of the Manufacturer's Warranty.
- Failures of **Covered Components** resulting in any way 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;
 - Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- Structural failure of the **Asset**.
- Any of the following components: any paint, trim or panel; instrument cluster; LED/LCD displays; audio systems; directional navigation equipment; tracking devices.
- Anything not covered in the Manufacturer's Warranty.
- **We** will not pay for any loss, damage, liability, cost or expense caused by malicious or non-malicious use of any application, process, software, code or programme, including computer virus (or any computer-related hoax).

SECTION 3: TERMS AND CONDITIONS

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

3.1 DEFINITIONS

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

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

Aggregate Limit means the total monetary limit for all valid Claims under this Mechanical Breakdown Insurance specified on the Policy Schedule, and also as explained in 'Limits of Liability' of this document.

Application Date means the date the completed Mechanical Breakdown Insurance document is submitted to AWN.

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

Asset means the covered Asset identified and specified on the Policy Schedule and Mechanical Breakdown Insurance Application Page.

Australian Consumer Law (ACL) means the competition and Consumer Act 2010 (Cth) Schedule 2 (as adopted by each Australian State and Territory) and in force from time to time.

Authorisation Number means the unique number issued by AWN's Claims Department to the Approved Repairer after receiving the Repairer's quote authorising the repairs.

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

Benefit Limit means the monetary limit for each authorised Claim under this Mechanical Breakdown Insurance indicated on the Policy Schedule, and also as set out in Section 3.7 'Limits of Liability' of this document.

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

Covered Component means only those mechanical components or parts of Your Asset that are listed in the 'Covered Components' and 'Customer Care Package' (Sections 2.1 and 2.2) on Significant Characteristics of this Policy as being covered under Your Mechanical Breakdown Insurance.

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

Mechanical Breakdown Insurance (MBI) means the financial service and cover provided on the terms of Product document.

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

Pre-Activated Fault means any mechanical fault occurring prior to the commencement of the Mechanical Breakdown Insurance.

Pre-Existing Fault means a fault with a Covered Component of the Asset, whether known or unknown to You, which existed, or which may reasonably be determined to have existed, prior to the Mechanical Breakdown Insurance Application Date.

Premium means the amount paid or payable for this Mechanical Breakdown Insurance.

Product/Policy means this document.

Selling Agent means an individual or company approved 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 Asset (where applicable).

We, Our, Us means Australian Warranty Network Pty Ltd trading as AWN Insurance, on behalf of certain Underwriters at Lloyd's.

You, Your means the person(s) named on the Policy Schedule and Application Page in this document.

3.2 PERIOD OF INSURANCE

Cover commences on the later of:

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

Cover ceases on the sooner of:

- The date nominated by **You** as the **Mechanical Breakdown Insurance** Expiry Date on the **Policy** Schedule; or
- When the **Aggregate Limit** of the **Mechanical Breakdown Insurance** has been reached; or
- When the **Mechanical Breakdown Insurance** is validly cancelled by **You** in accordance with Section 3.9 'Cooling Off Period' or Section 3.10 'Cancellation'.

3.3 PRE-CONDITIONS

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

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

3.4 OUR OBLIGATIONS

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

3.5 YOUR OBLIGATIONS

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

SERVICE REQUIREMENTS

You must maintain a regular service schedule 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 service facility of **Your** choosing.

SERVICE INVOICE RECORDS

- Submit **Your** service records via **Our** website by going to www.awninsurance.com.au. Search for **Your Mechanical Breakdown Insurance**, and submit **Your** service details; or
- Post the relevant service coupon attached to this **Mechanical Breakdown Insurance** and the Mechanic's Tax Invoice (or legible copy) to **AWN Insurance**, PO Box 4301, Loganholme Qld 4129, promptly after the service is completed.

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

MINIMISE DAMAGE

Use the **Asset** as recommended by the manufacturer and **You**, or any person in control of the **Asset** must take all reasonable precautions to minimise damage to the Covered Components and/or the **Asset**, and must not continue to operate the **Asset** if a fault or damage to a **Covered Component** is reasonably suspected.

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

3.6 ASSESSMENT AND AUTHORISATION

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

3.7 LIMITS OF LIABILITY

- The total **Benefit Limit** per **Claim**, including Customer Care Package, is specified on the **Policy** 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.
- Customer Care Package: \$100 per **Claim** (up to a maximum of \$300 for the term of the **Mechanical Breakdown Insurance**). A **Claim** will only be considered where repair of a **Covered Component** is approved by **Us** under this **Mechanical Breakdown Insurance** and costs will be reimbursed to **You** on submission of paid tax invoices or receipts, received and approved by **Us**.
- The **Policy** Schedule will also specify the **Aggregate Limit**, which is the total amount that can be claimed during the period of this **Mechanical Breakdown Insurance**.
- 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 **Asset** whether paid to **You** or to the **Approved Repairer** on **Your** behalf, in full satisfaction of the **Claim**.
- Acceptance of the payment and/or possession of the **Asset** after the repairs have been satisfactorily completed evidence acceptance of full satisfaction of that **Claim**.
- All **Benefit Limits** are the GST inclusive cost of the repairs.

3.8 MISCELLANEOUS

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

3.9 COOLING-OFF PERIOD

You may cancel this **Policy** for any reason within 30 days from the **Application Date** by notifying **Us** in writing, or by calling **Us** on (07) 3802 5577 or emailing **Us** at claims@awninsurance.com.au. This is known as the 'Cooling-Off Period'. **You** will need to return the **Policy** Schedule to **Us**, together with a letter to request cancellation of the **Policy** during the cooling-off period. If the **Policy** has been issued to more than one person each person must authorise and sign the cancellation request. Provided no **Claim** has been paid and **You** have no intention of making a **Claim** or have not made a valid **Claim**, **We** will refund the **Premium** paid, less any taxes, charges or duties which **We** cannot recover from other sources. After the cooling-off period ends **You** still may have cancellation rights (see Section 3.10).

3.10 CANCELLATION

CANCELLATION

We are required by law to provide certain guarantees in providing **Our Mechanical Breakdown Insurance**. If **We** fail to comply with **Our** obligations, **You** may be entitled to a remedy including cancellation of this **Mechanical Breakdown Insurance** and/or a refund. Cancellation requests must be made in writing at the address of PO Box 4301, Loganholme Qld 4129.

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

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

YOUR CANCELLATION RIGHTS

In addition to **Your** cooling-off rights, **You** may cancel the **Policy** at any time by notifying **Us** in writing and returning the **Policy** Schedule to **Us**, or by calling **Us** on (07) 3802 5577 or emailing **Us** at claims@awninsurance.com.au. If the **Policy** has been issued to more than one person each person must sign the cancellation request.

OUR CANCELLATION RIGHTS

We have the right to cancel this **Policy** where permitted by law. For example, **We** can cancel:

- If **You** have failed to comply with **Your** duty of disclosure; or
- Where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of the **Policy**; or
- Where **You** have failed to comply with a provision of **Your Policy**, including the term relating to the payment of **Premium**; or

- Where **You** have made a fraudulent **Claim** under **Your Policy** or under some other contract of insurance that provides cover during the same period of time that **Our Policy** covers **You**; or
- Where **We** have been unable to collect a **Premium** payment, **We** will contact **You** in writing requesting payment by a specific date. If **We** do not receive the payment by this date, **We** will issue a cancellation letter. **Your Policy** will be cancelled if payment is not received by the end of the cancellation notice period.

CANCELLATION CALCULATION

If **You** or **We** cancel this insurance after the cooling-off period then, provided no **Claim** has been paid and **You** have no intention of making a **Claim** or have not made a valid **Claim**, **You** will receive a refund of **Premium** proportionate to the unexpired term of the **Policy**, less an administrative costs of \$110 related to the acquisition and termination of the **Policy** and any government charges **We** are unable to recover.

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

3.11 MAKING A CLAIM

- Read the full terms of this **Product** carefully to ensure **Your Claim** is covered by the **Mechanical Breakdown Insurance**.
- Telephone, write or lodge online. Contact details are:
 - AWN Insurance**
 - PO Box 4301, Loganholme, Qld 4129
 - Web:** lodge online 24/7 at www.awninsurance.com.au
 - Phone:** 07 3802 5577
 - Email:** claims@awninsurance.com.au
 - Office Hours:** Monday to Friday 8:15 am to 5:15 pm (AEST)
- Quote the **Product** number, registration number and current odometer reading of the **Asset**.
- Explain fully the nature of the **Claim** remembering that **You** are required to disclose to **Us** all information which is relevant in assisting **Us** to consider **Your Claim**. If **You** fail to disclose relevant information **Your** rights to **Claim** may be seriously affected and/or the **Claim** may be reduced or rejected.
- Upon receipt of the required information, **We** will process and consider **Your Claim**.
- Additional Requirements:
 - Repairs will not be paid by **Us** unless an **Authorisation Number** is issued by **Us** to the **Approved Repairer** prior to the commencement of the work.
 - In some cases, **You** will be given the opportunity to contribute something towards the cost of the repairs, i.e. any repairs that restore the **Asset** to a better condition than the condition prior to the **Claim**.
 - Failure by **You** to pay for any work not included in the **Claim** may render this **Mechanical Breakdown Insurance** void.
 - 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.
 - If **You** have a problem with **Your Asset** that is not **Claim** related, just call **AWN's** Claims Department and **We** can still assist **You** through **Our** network of **Approved Repairers** Australia-Wide.

3.12 IF YOU DON'T TELL US SOMETHING

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

3.13 PRIVACY NOTICE AND CONSENT

Unless the context otherwise provides, in this section '**We**,' '**Our**' or '**Us**' means the Underwriters and **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 for full details of what constitutes personal information. This privacy notice details how **We** collect, disclose and handle personal information.

3.14 WHY WE COLLECT YOUR PERSONAL INFORMATION

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

- Identify **You** and conduct necessary checks; and
- Determine what service or **Products** **We** can provide to **You** e.g. offer **Our** insurance **Products**; and
- 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.

3.15 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.

3.16 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** too. 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.

3.17 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 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 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 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.

3.18 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 www.awninsurance.com.au or by contacting **Us** on (07) 3802 5577 EST 9 am - 5 pm, Monday-Friday.

3.19 YOUR CHOICES

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

3.20 TAXATION INFORMATION

Premiums are subject to Goods and Services Tax (GST) and Stamp Duty imposed by Commonwealth and State Governments. GST will also affect any **Claim You** make under the **Policy**. Please refer to the 'Goods and Services Tax' Section 3.21 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.

3.21 GOODS AND SERVICES TAX (GST)

Any **Claim** payments made under the **Policy** will be based on GST inclusive costs, up to the relevant maximum amount that **We** pay. However, if **You** are or would be entitled to **Claim** any input tax credit for 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.

3.22 OTHER INSURANCE

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

3.23 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 insurance is deliberately fraudulent, exaggerated, or is intended to mislead, or if any deliberately misleading or fraudulent means are used by **You** or anyone acting on **Your** behalf to obtain a benefit under this insurance, **Your** right to any benefit under this insurance will end, **Your Policy** will be cancelled without any **Premium** refund and **We** will be entitled to recover any benefit paid and costs incurred as a result of any such deliberately fraudulent or misleading **Claim**. **We** may also inform the police.

3.24 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, the rights **You** have under the **Australian Consumer Law (ACL)**. If and to the extent that **You** have a right to claim under the **ACL**, **You** also need to **Claim** under **Your Mechanical Breakdown Insurance**.

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 goods or this **Mechanical Breakdown Insurance**. The exact amount of time that Consumer Guarantees last in the case of a specific purchase varies depending on the circumstances.

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

3.25 ADDITIONAL BENEFITS UNDER THIS MECHANICAL BREAKDOWN INSURANCE NOT AVAILABLE UNDER THE ACL

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

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

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

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

3.26 GENERAL INSURANCE CODE OF PRACTICE

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice, which is a self-regulatory code for use by all **Insurers**. The Code aims to raise the standards of practice and service in the insurance industry. The **Policy** is underwritten by certain Underwriters at Lloyd's. Lloyd's has adopted the Code subject to certain Lloyd's specific qualifications.

To obtain more information on the Code of Practice and what rights **You** have under it, please contact **Us** or **You** can access the Code of Practice at www.codeofpractice.com.au

3.27 COMPLAINTS RESOLUTION

COMPLAINTS ABOUT POLICY AND CLAIM ADMINISTRATION MATTERS

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 **Us**, and **Your** complaint will be referred to **Our** Internal Dispute Resolution Committee (IDRC) to review the dispute at no cost to **You**. This review will normally be completed within 15 business days.

You can contact **Us** at:

AWN IDRC CONTACT DETAILS

by phone on (07) 3802 5577

by post: PO Box 4301, Loganholme, 4129 QLD

by emailing them at: idr@awninsurance.com.au

on the web: www.awninsurance.com.au

If **You** are still not satisfied after receiving the outcome of the AWN IDRC review of **Your** complaint, **You** can take **Your** complaint to Lloyd's to review the dispute at no cost to **You**. **You** should contact:

LLOYD'S GENERAL REPRESENTATIVE AUSTRALIA

by phone on (02) 8298 0783

by post: Level 9, 1 O'Connell Street, Sydney NSW 2000

by emailing them at: ldraustralia@lloyds.com

on the web: www.awninsurance.com.au

If **You** are still not satisfied with the outcome of either **Our** review or Lloyd's review, **You** are entitled to take the matter to the external disputes resolution body. The external resolution body is the Australian Financial Complaints Authority (AFCA).

AFCA CONTACT DETAILS

by phone on 1800 931 678 (free call)

by post: GPO Box 3, Melbourne VIC 3001

by emailing them at: info@afca.org.au

on the web: www.afca.org.au

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

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

3.28 SOME LEGAL AND REGULATORY INFORMATION

INSURER LIABILITY

This **Mechanical Breakdown Insurance** is underwritten 100% by a Lloyd's syndicate, and each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total liability for the syndicate, which is the total of the proportions underwritten by all the members of the syndicate 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.

THE LAW & LEGAL PROCEEDINGS APPLICABLE TO THIS MECHANICAL BREAKDOWN INSURANCE

Unless **You** and **We** agree otherwise, the law which applies to this **Product** is the law which applies to the part of Australia in which **You** live. Any legal proceedings between **You** and **Us** in connection with this **Product** will, therefore, only take place in the courts of the part of Australia in which **You** live.

GOVERNING LAW

The **Policy** is governed by the laws of Australia. Any dispute relating to the **Policy** shall be submitted to the exclusive jurisdiction of an Australian Court within the State or Territory in which the **Policy** was issued.

DISPUTES JURISDICTION AND NOTICES

The Underwriters accepting this Insurance agree that:

- If a dispute arises under the **Policy**, the **Policy** 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;
- Any summons notice or process to be served upon the Underwriters may be served upon;

Lloyd's Underwriters' General Representative in Australia

Level 9, 1 O'Connell Street, Sydney NSW 2000

who has authority to accept service and to appear on the Underwriters' behalf;

- 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.

SANCTIONS

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any **Claim** or the provision of any benefit where doing so would breach any sanction, prohibition, or restriction imposed by law or regulation.

Financial Services Guide

Date of Issue:

Authorised Representative Details

"WE"; "US"; "OUR":

ABN:

ADDRESS:

AR NUMBER:

PHONE:

Third Party Introducer (TPI) Details (if applicable)

TPI:

ABN:

ADDRESS:

PHONE:

WHAT IS THE PURPOSE OF THIS DOCUMENT?

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

THIS FSG CONTAINS INFORMATION ABOUT:

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

WHAT DOCUMENTS WILL YOU RECEIVE?

When providing You with a quote or issuing the insurance, We will give You:

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

HOW YOU CAN PROVIDE INSTRUCTION TO US

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

ABOUT US AND OUR SERVICES

We are an Authorised Representative of the following Authorised Licensee:

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

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

3801 - 3803 Pacific Highway

Tanah Merah QLD 4128

Tel: (07) 3802 5577 | Fax: (07) 3806 1505

Email: claims@awninsurance.com.au

AWN as an appointed cover holder of Lloyd's of London provides the listed products underwritten by certain underwriters of Lloyd's of London. Lloyd's is the world's leading specialist insurance market that offers an unrivalled concentration of specialist insurance, underwriting expertise and reinsurance risk.

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

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

Products:

- Mechanical Breakdown Insurance
- Asset Protection Insurance

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 30% 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?

Complaints about policy & claim administration matters

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. This review will normally be completed within 15 business days. **Internal Dispute Resolution Committee, AWN, PO Box 4301, Loganholme, QLD, 4129, Phone: (07) 3802 5577.**

If You are still not satisfied with the outcome of the AWN IDRC review of Your complaint, You can take Your complaint to Lloyd's to review the dispute at no cost to You. This review will normally be completed within 15 business days. Lloyd's General Representative Australia, Level 9, 1 O'Connell Street, Sydney NSW 2000 Australia, Phone: (02) 8298 0700 or Email: idraustralia@lloyds.com.

If You are still not satisfied with the outcome of either AWN's review or the Lloyd's review of Your complaint, You are entitled to take Your complaint to the Australian Financial Complaints Authority (AFCA), the External Resolution Scheme. The AFCA details will be supplied with AWN's and the Lloyd's written response to Your complaint review.

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

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.