

Auto Auto

Extension of Mechanical Breakdown

Sample Product Disclosure Statement

This product is issued by **AUTO AUTO** as an authorised representative of



Extension of Mechanical Warranty Policy

Underwritten by Virginia Surety Company, Inc. ARBN 080 339 957 | Sample Product Disclosure Statement

**AUTO
AUTO**

WELCOME

This **Warranty** is designed to help reduce the financial impact of unexpected and potentially expensive mechanical repairs to **Your Motor Vehicle** by providing parts and labour cover on **Covered Components** as listed under **Warranty** Cover (Section 2).

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

Please carefully read this **Warranty** document for the full Terms and Conditions before deciding to purchase this **Warranty**.

LANGUAGE

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

GENERAL ADVICE WARNING

Any financial product advice given to **You** by the **Selling Agent** or their representative is general advice only, limited to this **Warranty**, and does not take into account **Your** personal financial circumstances.

Your Motor Vehicle comes with guarantees that cannot be excluded under the **Australian Consumer Law**. This **Warranty** does not limit or exclude the conditions, warranties and guarantees imposed by any relevant Commonwealth or State legislation and in particular does not limit the rights and remedies to consumers under the **Australian Consumer Law** to the extent they apply to this **Warranty**.

PRODUCT DISCLOSURE STATEMENT

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 **Warranty**. This PDS was prepared on 27th August 2018. Certain words have special meanings which are explained in the Definitions section of the Policy Terms and Conditions.

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 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 Australian Warranty Network using **Our** details provided in this document.

WHO IS THE UNDERWRITER?

The **Warranty** policy is underwritten by;

Virginia Surety Company, Inc. (VSC) (ARBN 080 339 957)

Level 2, 693 Burke Road, Camberwell, VIC 3124,

Australian Financial Services Licence number 245579.

VSC are responsible for the PDS. Provided **We** have received payment of the **Warranty** insurance **Premium**, this PDS, plus any amendments to it **We** provide **You** with and the **Policy Schedule**, forms **Your** contract of insurance with **Us**.

If **You** need to contact VSC please do so through **AWN**.

In writing: P.O. Box 4301, Loganholme, QLD 4129

Phone: (07) 3802 5577

Web: www.awninsurance.com.au

ABOUT AWN AND ITS SERVICES

Australian Warranty Network Pty Ltd trading as AWN Insurance (ABN 78 075 483 206)

P.O. Box 4301, Loganholme, QLD 4129

Australian Financial Services Licence number 246469.

AWN performs claims and policy administration functions on VSC's behalf under a binding authority as supplier of this **Warranty** policy. In issuing this **Warranty** policy the **Selling Agent** is acting as an agent of **AWN** and not as **Your** agent. Some of the **Warranty Premium** received is paid to the **Selling Agent** as commission. Details of the commission received by the **Selling Agent** are set out in the Financial Services Guide that the **Selling Agent** will provide to **You**.

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

In writing: P.O. Box 4301, Loganholme, QLD 4129

Phone: (07) 3802 5577

Web: www.awninsurance.com.au

BENEFITS OF THE WARRANTY

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

These **Warranty** terms and limits of liability should be read in conjunction with **Your** Obligations (Section 7 of the Terms and Conditions).

The cover provided by this **Warranty** represents savings to **You**, should a mechanical breakdown in a **Covered Component** occur. Further, **AWN's** experience, knowledge and expertise allows **AWN** to direct **Your Motor Vehicle** to the closest **Approved Repairer**. Parts for repairs can generally be sourced at a lower cost by **AWN**, which also represents a saving to **You** where a claim may exceed the limits of **Our** liability.

COST OF THE WARRANTY

The cost of the **Warranty** is dependent on the type of motor vehicle and the cover term **You** select. In addition to the retail **Warranty** price **You** also need to pay any applicable Commonwealth and State taxes and charges, such as Goods and Services Tax (GST) and Stamp Duty. The retail **Warranty** price and the amount of these taxes and/or charges will be shown on **Your Policy Schedule**.

The cost of the **Warranty** will also be determined by the payment method used by **You**. If the **Warranty** is financed or if **You** use a credit card, interest charges may apply, but will differ depending on **Your** provider. Administration charges may also apply if **You** select a pay by instalments option.

PAY BY INSTALMENTS

You can choose to pay the **Premium** by instalments to help spread **Your** payment over time. This facility is not part of the Policy Terms and Conditions as they are an additional service provided by a third-party provider. Additional administration charges will apply to use this facility, therefore the cost will be more than if **You** choose to pay the full **Premium** by a single payment. The third-party provider will provide all disclosure documentation for **Your** perusal.

The following applies when paying by instalments:

- 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 it's due date, **We** can cancel the policy (**We** will take all reasonable steps to contact **You** in this time).
- If **You** have a claim, **We** shall deduct the instalments for the remaining policy term from the amount **We** pay **You** for an authorised claim.

ADDITIONAL INFORMATION AND CONFIRMATION OF TRANSACTIONS

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

FINANCIAL CLAIMS SCHEME

If the underwriter becomes insolvent, this **Warranty** may be protected under the Federal Government's Financial Claims Scheme administered by the Australian Prudential Regulation Authority (APRA). This means that if **You** meet certain eligibility criteria **You** may receive payment under the scheme. For more information please refer to the following website: <https://www.fcs.gov.au>.

TERMS AND CONDITIONS

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

DEFINITIONS

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

“**Application Date**” means the date the Warranty application was submitted to AWN.

“**Application Page**” means the Warranty application contained in this document or Our electronic sales portal.

“**Approved Repairer**” means those licensed mechanical workshops approved by AWN to carry out repairs.

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

“**Authorisation Number**” means the number issued by AWN’s claims department to the repairer after receiving the repairers quote authorising the repairer to proceed with the repairs.

“**AWN**” means Australian Warranty Network Pty Ltd trading as AWN Insurance (ABN 78 075 483 206)

“**Covered Component(s)**” means only those mechanical components or parts of Your Motor Vehicle that were originally covered by the Manufacturer’s Warranty. Please refer to Exclusions (Section 10).

“**Market Value**” means the pre-mechanical failure retail value of Your Motor Vehicle. We will determine this amount at the time We assess Your claim, having regard to the age and condition of Your Motor Vehicle and kilometres it has travelled.

“**Manufacturer’s Warranty**” means the warranty provided by the manufacturer applicable to the Motor Vehicle at the time Your Motor Vehicle was purchased as new, but for the purposes of this Warranty, limited to only those mechanical components of the Motor Vehicle covered.

“**Motor Vehicle**” means the used Motor Vehicle specified on the Policy Schedule and Warranty Application Page in this document.

“**Normal Wear and Tear**” means the gradual reduction in operating performance of a Covered Component due to use of the Motor Vehicle (relative to age of the Motor Vehicle, service history and kilometres travelled).

“**Policy Schedule**” means the document that names You as the policyholder and sets out what this policy covers You for including relevant limits, sums insured and excesses. We will replace Your Policy Schedule whenever You make any changes to the policy.

“**Pre-Activated Fault**” means any fault occurring prior to the commencement of the Warranty.

“**Pre-Existing Fault**” means a fault with a Covered Component of the Motor Vehicle, whether known or unknown to You, which existed, or which may reasonably be assumed to have existed, prior to the Warranty Application Date.

“**Premium**” means the amount paid for this Warranty.

“**Selling Agent**” means an individual or company approved by AWN as an Authorised Representative.

“**Selling Agent Statutory Warranty**” means the warranty required by the relevant state or territory law to be provided to You by the Selling Agent (where applicable).

“**Warranty**” means this Warranty policy document.

“**We, Our, Us**” means VSC acting through their cover holder Australian Warranty Network Pty Ltd (AWN) trading as AWN Insurance.

“**You, Your**” means the person(s) named on the Policy Schedule and Warranty Application Page.

1. ELIGIBILITY

This **Warranty** is available for certain makes and models (please note that not all makes and models are eligible, the **Selling Agent** will advise whether the make and model is eligible). For eligible makes and models, the **Motor Vehicle**:

- Needs to be less than eight years old;
- Has travelled less than 140,000kms;
- Has a **Market Value** of at least \$10,000, but no more than \$120,000;
- Has not been modified from the manufacturer specification;
- Is registered in Australia; and
- **You** the policy holder are required to be 21 years of age or older.

We may choose not to offer cover if **Your Motor Vehicle** is used for commercial purposes, emergency services, racing or other unacceptable uses. **Your Selling Agent** can advise if the **Motor Vehicle** is ineligible due to unacceptable use.

2. WARRANTY COVER

COVERAGE	COVERED COMPONENTS	CLAIM LIMIT
Extension of Mechanical Coverage	You are covered against failure of the Covered Components that would have been covered by the original Manufacturer’s Warranty if it had not expired subject to the terms & conditions of this Warranty.	Market Value of Your Motor Vehicle

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

3. ADDITIONAL BENEFITS - CUSTOMER CARE PACKAGE

Where **We** approve a claim in relation to failure of a **Covered Component** under this **Warranty**, **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 **Warranty** selected. Refer to Limits of Liability (Section 9).

TOWING ASSISTANCE: (Claim Limit: Up to \$300 per claim) - Reimbursement up to the Claim Limit for towing charges in the event of a covered mechanical breakdown where **Your Motor Vehicle** is unable to be quickly mechanically repaired or safely driven to an **AWN Approved Repairer**.

ACCOMMODATION ASSISTANCE: (Claim Limit: Up to \$300 per claim) - Reimbursement up to the Claim Limit for emergency accommodation, arrangements and costs in the event of a covered major vehicle breakdown where **You** are more than 400kms from **Your** registered residence and taking more than 48 hours to repair.

CAR HIRE ASSISTANCE: (Claim limit: Up to \$300 per claim) - Reimbursement up to the Claim Limit for car hire costs in the event of a covered major vehicle breakdown where **You** are more than 400kms from **Your** registered residence and taking more than 48 hours to repair. (Specifically excluding car hire over weekends and public holidays).

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

4. PERIOD OF COVER

This **Warranty** will commence as from the cover commencement date listed under Warranty Details on the **Policy Schedule**.

This **Warranty** will commence on the latter of:

- The date that the **Manufacturer Warranty** expires;
- The date that the **Selling Agent's Statutory Warranty** expires; and
- If no **Manufacturer Warranty** or **Selling Agent Statutory Warranty** exists, upon the expiry of 90 days after the **Policy Schedule** is issued to **You**, or when the **Motor Vehicle** has travelled 5,000kms from the date of purchase, whichever occurs first.

This **Warranty** will cease the sooner of:

- 1) The date selected by **You** as the **Warranty** expiry date listed under Warranty Details on the **Policy Schedule**; or
- 2) When the maximum benefit of the **Warranty** has been reached; or
- 3) When the **Motor Vehicle** has travelled a total distance of 200,000kms since new; or
- 4) In the event **You** fail to comply with the **Warranty** service requirements; or
- 5) When the **Warranty** is cancelled by **You** in accordance with Cooling Off Period (Section 12)

5. PRECONDITIONS

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

- 1) The **Warranty** is purchased from an authorised **Selling Agent**; and
- 2) At the commencement of **Your Warranty**, the **Motor Vehicle** is in good mechanical condition, with no **Pre-Existing Faults**. Failure to disclose any **Pre-Existing Faults** may void this **Warranty**; and
- 3) The **Motor Vehicle** is currently registered; and
- 4) The **Motor Vehicle** has a current Certificate of Roadworthiness or Safety Inspection report; and
- 5) The **Premium** and the signed **Warranty Application Page** must be received and approved by **AWN** on the **Warranty Application Date**.

6. OUR OBLIGATIONS

- 1) **AWN** will process **Your** application within five (5) days of receipt and either accept or decline cover.
- 2) If **AWN** does not receive payment within twenty-one (21) days of the **Application Date**, the **Warranty** policy will be made invalid and **AWN** will advise **You** of the declined coverage.
- 3) Provided cover is granted, **We** will pay for the repairs or replacement of any broken or damaged **Covered Components** causing mechanical breakdown always considering that the **Motor Vehicle** purchased is a used motor vehicle. If a **Covered Component** requires replacement, **We** may replace with a reconditioned or similar component.
- 4) Any repairs **We** agree to pay for must be undertaken by an **AWN Approved Repairer** at a price acceptable to **AWN**.
- 5) The monetary limits of **Our** obligations are set out in Limits of Liability (Section 9 of the Terms and Conditions of this **Warranty**).

7. YOUR OBLIGATIONS

You agree that from the **Warranty Application Date** **You** must comply with the following essential terms:

- 1) **Servicing Requirements:** It is a condition of this **Warranty** that **Your Motor Vehicle** is maintained in a roadworthy, mechanically sound condition and serviced regularly in accordance with the **Motor Vehicle** manufacturer's recommendations. It is **Your** responsibility to ensure that servicing is completed in accordance with manufacturer's recommendations. If **You** are unsure of these, please contact the manufacturer to ascertain the recommended servicing schedule for **Your Motor Vehicle**. Please also note that this **Warranty** requires servicing to be completed at the lesser interval of kilometres or months, whichever occurs first.
- 2) **Service Invoice Records:**
 - i) Submit **Your** service records via **Our** website by going to; www.awninsurance.com.au search for **Your Warranty**, and submit **Your** service details; or
 - ii) To post the relevant service coupon attached to this **Warranty** and the Mechanic's Tax Invoice (or legible copy) to AWN, P.O. Box 4301, Loganholme, QLD 4129, promptly after the service being completed.
The processing of **Your** claim may be delayed or declined if **We** do not have invoices or other satisfactory evidence detailing the service history of the **Motor Vehicle**.
- 3) **Minimise Damage:** That **You**, or any person in control of the **Motor Vehicle**, must take all reasonable precautions to minimise damage to the **Covered Components** and / or the **Motor Vehicle**, and must not continue to operate the **Motor Vehicle** if damage to a **Covered Component** is reasonably suspected.

Note: Failure to comply with these essential terms may delay, reduce or invalidate Your claim.

8. ASSESSMENT AND AUTHORISATION

- 1) Upon receipt of a claim enquiry, **AWN** will check whether **Your** claim is valid under this **Warranty** and that all service requirements have been adhered to; and
- 2) If so, **AWN** may ask for the **Motor Vehicle** to be inspected by one of their **Approved Repairers**; and
- 3) If the claim is valid, **AWN** will give approval for their **Approved Repairer** to repair the **Motor Vehicle** within the terms of this **Warranty**.
- 4) If the claim is not valid, then **You** shall be responsible for the cost of the inspection.
- 5) No reimbursement shall be given for any work commenced without official authorisation being issued by **AWN** to the **Approved Repairer**.

9. LIMITS OF LIABILITY

- 1) The maximum amount payable whilst this **Warranty** is in force for the total of all claims (including Customer Care Package), shall not exceed the **Market Value** of the **Motor Vehicle** at the time of claim, as determined by **Us**.
- 2) Customer Care Package: \$300 per claim (up to a maximum of \$900 for the term of the **Warranty**). A claim will only be considered where a claim is made in relation to a failure of the **Covered Component** that is approved by **Us** under this **Warranty** and will be reimbursed to **You** on submission of paid tax invoices or receipts.
- 3) Subject to satisfactory completion of the repairs, **You** agree to accept such payments to cover the full cost of repairs to the **Covered Components** of the **Motor Vehicle** whether paid to **You** or to the **Approved Repairer** on **Your** behalf to be in full satisfaction of the claim.
- 4) Acceptance of the payment and/or **Motor Vehicle** after the repairs have been satisfactorily completed shall also be deemed to be in full satisfaction of the claim.
- 5) All claim limits are the GST inclusive cost of the repairs.

10. EXCLUSIONS

This **Warranty** does not cover:

- 1) Motor vehicles modified beyond manufacturer's specifications, commercial motor vehicles over 1,500 kgs. carrying capacity, motor vehicles used or have been used for the conveyance of passengers, for fare or reward (this includes car rental), delivery or courier use, Police or Emergency motor vehicles, driver's instruction or tuition for reward.
- 2) Any damage due to misuse, fire, accident, theft, impact, submersion in water, neglect, rust, corrosion, towing without suitable equipment as recommended by the manufacturer, or motor vehicle's used or tested in preparation for motor sports events in any form shall render this **Warranty** null and void.
- 3) Any damage to **Covered Components** occurring from overheating or lack of oil or lubricant, low fluid level, any damage caused by failure to maintain correct service requirements and any damage, which is consequential of the failure to maintain correct servicing requirements.
- 4) Any damage, loss or expense of any kind, which occurs or arises as a result of the failure of a **Covered Component**, other than the cost of replacing or repairing the component itself.
- 5) Any damage, loss or expense of any kind which occurs or arises as a result of the failure of any item or component of the **Motor Vehicle** which is not a **Covered Component** under this **Warranty**.
- 6) The cost of any consumables that are replaced during the course of repairs.
- 7) Any component that is considered part of any manufacturer's fault and / or recall campaign or is considered reusable.
- 8) 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.
- 9) Any repair, quote or diagnostic cost that is not part of a genuine, approved claim.
- 10) 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.
- 11) Conditions or problems that are determined to be **Pre-Existing Faults** or **Pre-Activated Faults**.
- 12) Failures of **Covered Components** subsequent to the cancellation or voiding of the **Manufacturer's Warranty**.
- 13) Failures of **Covered Components** resulting in any way from:
 - i) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind;
 - ii) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- 14) Anything not covered in the **Manufacturer's Warranty**, when **Your** vehicle was sold new.
- 15) Structural failure of the **Motor Vehicle**.
- 16) Computer software upgrades and recoding.
- 17) Any of the following components: any paint, trim or panel.

11. MISCELLANEOUS

- 1) This is a mechanical breakdown **Warranty** for used motor vehicles, therefore a part may be worn but still quite safe and serviceable.
- 2) **We** will not be liable or held responsible for any damage occurring if the **Motor Vehicle** is left unattended or being towed.
- 3) **We** will not be held responsible for any delays due to lack of supply of parts or any materials needed to complete any work undertaken.
- 4) At all times the odometer must work. If the odometer has been tampered with, made inoperative or altered, or should any false statement be made by **You** or any person acting on **Your** behalf or otherwise, with **Your** knowledge, in support of any claim, then this **Warranty** will become null and void and **Your** rights to a claim shall be forfeited in respect of all past, present and future claims.

12. COOLING OFF PERIOD

You may cancel this **Warranty** for any reason within 28 days from the **Application Date** of the policy by notifying **Us** in writing, or by calling **Us** 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 **Warranty** during the Cooling Off Period. If the **Warranty** has been issued to more than one person each person must 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 or duties **We** cannot recover from other sources. After the Cooling Off Period ends **You** still have cancellation rights (see Section 13).

13. CANCELLATION

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

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

We may cancel the warranty if:

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

14. TRANSFER

This **Warranty** cannot be transferred to another motor vehicle or motor vehicle dealer.

If **You** are not in breach of the terms of this **Warranty** **You** may transfer the benefits of this **Warranty** to a new owner of the **Motor Vehicle**. As a prerequisite to transferring the **Warranty** **We** require the following:

- Proof of a current Safety Inspection Report and ownership; and
- A mechanical inspection acceptable to **Us**; and
- **You** must provide the above and request to transfer the **Warranty** in writing to **Us** within 7 days of the change of ownership of the **Motor Vehicle**; and
- A transfer and administration fee of \$75 payable to **Us** by the new owner.

Apply for and submit **Your** transfer of **Warranty** application via **AWN's** website: www.awninsurance.com.au

15. DOCUMENT REPLACEMENT

In the event **You** lose or are unable to locate **Your Policy Schedule**, **You** may apply for a replacement document. A Fee of \$33 will be payable to **Us** for this service.

16. YOUR DUTY OF DISCLOSURE

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

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

You have this duty until **We** agree to insure **You**.

WHO DOES THE DUTY APPLY TO?

The duty applies to the person who is noted under customer details on the **Policy Schedule**.

IF YOU DO NOT TELL US SOMETHING?

If **You** do not tell **Us** anything **You** are required to tell **Us**, **We** may cancel **Your** contract or reduce the amount **We** will pay **You** if **You** make a claim, or both.

If **Your** failure to tell **Us** is fraudulent, **We** may refuse to pay a claim and treat the contract as if it never existed.

17. PRIVACY NOTICE AND CONSENT

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.

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**, reinsurers, **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** appoint to review and handle complaints or disputes and any other parties where permitted or required by law.

We may need to disclose information to persons located overseas who will most likely be located in the region of Asia-Pacific, UK, USA and South Africa. 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 or by contacting **Us** on (07) 3802 5577 EST 9am-5pm, Monday-Friday. VSC's Privacy Policy is available at <https://www.thewarrantygroup.asia/privacy> or by calling the VSC Privacy Officer on 1300 654 611.

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, please contact **Us** by calling (07) 3802 5577, alternatively **You** can opt out by emailing administration@awninsurance.com.au. **We** will cancel **Your Warranty** policy and accordingly refund the **Premium**.

18. 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 **Warranty**. Please refer to the 'Limits of Liability' section in this **Warranty** (Section 9).

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

19. HOW TO MAKE A CLAIM

- 1) Read the **Warranty** carefully to ensure **Your** claim is covered by the **Warranty**.
- 2) Telephone or write to:
AWN Insurance
P.O. Box 4301, Phone: (07) 3802 5577
Loganholme, Qld 4129 Fax: (07) 3806 1505
Email: claims@awninsurance.com.au
Office Hours: Monday to Friday 8:15 a.m. to 5:15 p.m. (AEST)
- 3) Quote the **Warranty** policy number, registration number and current odometer reading.
- 4) Explain fully the nature of the problem 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 such information **Your** rights to claim may be seriously affected and/or the claim may be rejected.
- 5) Upon receipt of the above information **We** will process and consider **Your** claim.
- 6) Additional Requirements:
 - i) Repairs will not be paid by **Us** unless an **Authorisation Number** is issued by **Us** to the **Approved Repairer** prior to the commencement of the repairs.
 - ii) In some cases, **You** will be given the opportunity to contribute something towards the cost of the repairs, i.e. any repairs that restore the **Motor Vehicle** to a better condition than the condition prior to the failure.
 - iii) Failure by **You** to pay for any work not included in this claim shall render this **Warranty** void.
 - iv) In the event of a mobile mechanic being called by **Us**, **You** agree that any work carried out by that or any mechanic that is not part of the cover or if the call is of a service nature then this cost shall be **Your** responsibility.
 - v) If **You** have a problem with **Your Motor Vehicle** 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.

20. SUBROGATION

When **We** pay a claim under the Policy, **We** have the right to take over and enforce any right **You** may have to recover the loss from another party. **We** may do this in **Your** name and **You** have an obligation to assist **Us** as required.

21. DISPUTES RESOLUTION

COMPLAINTS ABOUT POLICY & CLAIM ADMINISTRATION MATTERS

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

INTERNAL DISPUTE RESOLUTION COMMITTEE, 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** dispute, **You** can take the matter to VSC to review the dispute at no cost to **You**. VSC can be contacted at;

Virginia Surety Company, Inc. PO Box 246, Balwyn Vic 3103, Phone 1300 654 611 or by emailing 'customerfeedback@thewarrantygroup.com

If **You** are still not satisfied with the outcome of either **Our** review or VSC'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.

22. GENERAL INSURANCE CODE OF PRACTICE

AWN adheres to the General Insurance Code of Practice (Code). The Code was developed with the objective of raising the standards of service and practices in the insurance industry to a level that seeks to achieve total customer satisfaction. The Code aims to improve the quality of policy documentation and information provided to consumers; employee and agent training; claims handling and dispute resolution.

You can obtain more information on the Code of Practice and how it assists **You** by contacting **Us**, or visiting www.codeofpractice.com.au.

23. LEGAL AND REGULATORY INFORMATION

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.

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.