

# FACTORY APPROVED EXTENDED WARRANTY INSURANCE

Policy and Product Disclosure Statement

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## INTRODUCTION

#### Thank you for choosing Lexus Insurance

We are here to provide you with confidence and security throughout your Lexus ownership. You also have our commitment to excellence in customer service.

This Lexus Insurance Factory Approved Extended Warranty policy has been designed to protect you after the end of your Dealer statutory warranty and Lexus new vehicle warranty cover, and provide you with Additional Benefits to meet the discerning needs of the Lexus driver. This gives the peace of mind knowing that you are covered by us after your vehicle warranties end.

Please make sure you understand the cover this policy provides, including its limitations, and your obligations to:

- have your vehicle serviced in accordance with the requirements set out on page 8 of this document; and
- have any repairs under the policy duly authorised by the Administrator.

We are confident our insurance products will meet your expectations and provide peace-of-mind motoring. If you would like more information simply call Lexus Insurance on 1300 888 840 or visit lexus.com.au

#### Important Legal notice

All goods, including your vehicle, come with guarantees from the seller and the manufacturer that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

This policy does not change or take away your rights under the Australian Consumer Law. Your right to claim under this policy for the benefits covered is in addition to other rights and remedies you have under the law in relation to your vehicle. However, you can choose to make a claim under this policy even if you have rights under the law.

#### **Product Disclosure Statement**

This Product Disclosure Statement (PDS) is also your policy document. Together with your policy schedule, it makes up your insurance contract with us.

The PDS provides information about the product we offer, the Lexus Insurance Factory Approved Extended Warranty policy, and is designed to help you make an informed decision about this product. Please read this document carefully to make sure it provides you with the insurance cover you require. If you do not understand the protection this insurance provides, please contact us. Our contact details are provided on page 33 of this document.

The information in this PDS was current at the date of preparation. We may update some of the information in the PDS from time to time without needing to notify you. You can obtain a copy of any updated information by calling us on 1300 888 840. We will give you a free paper copy of any updates if you request them. If it becomes necessary, we will issue a supplementary or replacement PDS.

This PDS and policy wording is an important document and should be retained by you in a safe and convenient place (such as the glove box in your vehicle), along with the policy schedule which comprises the information you have given us and the individual details of your policy, together with any other notices we may give you from time to time.

Lexus Insurance is underwritten by Aioi Nissay Dowa Insurance Company Australia Pty Ltd ABN 11132 524 282 AFSL Number 443540.

Lexus Premium Care is the Administrator of this product and is a division of Toyota Finance Australia Limited ABN 48 002 435 181. Australian Credit Licence 392536.

# PRODUCT DISCLOSURE STATEMENT OVERVIEW

## Important information

For full details of the policy cover, benefits and conditions, you must read the entire policy.

		See page
Your privacy	We are committed to protecting the privacy of your personal information as detailed in our privacy policy.	8
Your promise to us	You must provide honest, correct and complete answers to the specific questions we ask to enable us to decide whether to insure you or pay your claim.	8
Vehicle servicing requirements	You are required to have your vehicle serviced in accordance with the maintenance recommendations of Lexus, as detailed in your owner's documentation, in order to remain entitled to claim under this policy.	8
Approval for repairs and Additional Benefits	All repairs and Additional Benefit payments under this policy require the approval of the Administrator.	10 & 12
What is not covered	You need to be aware of the risks that you are not covered for under this policy. Please carefully read the section 'What is not covered'.	13
Making a claim	Please contact the Administrator as soon as possible by calling the number listed on page 15 of this document.	15
GST and Input Tax Credits (ITC)	The amounts covered under this policy include GST, unless expressed otherwise. Any amounts we pay will include GST, but we may reduce the amount by any ITC that you are, will be or would have been entitled to receive.	16
How we calculate your premium	The amount of your premium will be set out in your policy schedule. We calculate your premium by taking into account a variety of factors including the following:  • Key pricing factors for the cover option selected;  • Any policy discounts;  • Payments we make to our Intermediaries; and  • Government taxes and charges, where applicable.  Pricing factors  Your premium is based on a number of pricing factors including the key factors set out in the table below.  This table also shows the impact these factors may have on your premium.  Please note that the factors identified below are significant factors only and we may take other factors into account to provide an indication of the possibility of a claim being made and the cost of claims. The way in which different factors impact your premium may change from time to time.	

How we calculate your	Key pricing factors	Premium impact	See page
premium (continued)	The cover option you choose	The premium is highest for the cover option that provides the highest benefits and is lower for cover options which have lesser benefits.  This is because for lower cover options you are covered for a shorter period of time and for less driving distance.	-
	Additional Benefits	The premium takes into account the Additional Benefits that are included in the policy.	-
	The type of vehicle	The premium we charge will take into consideration the characteristics of the range of different vehicles we insure. For example, some types of vehicles are more expensive to repair or may need to be repaired more often. The premium for these vehicles will be higher.	-
	Insurance discounts that w	ay offer Factory Approved Extended Warranty will reduce your premium. If we do, we will tell you counts apply to your premium. Any discounts that ded in the total premium payable by you.	-
	Payments we make to our Intermediaries We will pay commissions and fees to our Intermediaries out of your premium. These amounts will affect the amount of your premium.		-
	levies imposed by the appl	iny compulsory government charges, taxes and icable state and territory governments (e.g. stamp nounts will be set out separately on your policy all premium.	-
	This is a single premium no the period of cover shown	on-renewable policy which provides insurance for on your policy schedule.	
Paying for your insurance	-	icy, your premium must be paid on or before the You can pay us the premium up front or it may be of your finance contract.	16
21-day Cooling Off and cancellation	You will receive a full refund if you cancel your policy within 21 days of its purchase date, provided you have not lodged a claim. You may also cancel your policy at other times and we will refund the balance of premium in respect of any unexpired period of cover, less any applicable processing charges.		16
Our Service Commitment to you	If you're ever dissatisfied we invite you to use our in If you don't agree with or		17
	9		

## Features and Benefits

The table below summarises the features and benefits of your cover and the Additional Benefits that apply under your policy.

## This table is a guide only. For a full explanation of the cover available please carefully read each section of this document.

Features	See page
Extensive range of cover options available	7
Genuine Factory Approval	8
Australia-wide cover	10
Covered for the cost of repairs up to the market value of the vehicle	10
Replacement or repair of Lexus components defective in material or workmanship (subject to the policy conditions)	10
Extends the manufacturer's new vehicle warranty, except for those items referred to in 'What is not covered'	10 & 13
Protects Lexus Genuine Parts and Accessories fitted within the Lexus new vehicle warranty	12
Policy may be transferred to a new owner if you sell your vehicle (subject to the policy conditions)	16

Additional Benefits	See page
Payment of reasonable towing expenses	11
Reimbursement of accommodation and hire car expenses	11
Excess reimbursement	11
Quality Repair Guarantee	12
Consumable items replaced in repairs	12

## YOUR POLICY INFORMATION

### Your policy

Your policy consists of:

- · this PDS; and
- your most recent policy schedule, comprising the notices we give you from time to time which show the particular details and current status of your policy.

We will send you an updated policy schedule whenever you inform us of a change in these details, which may also contain variations to the terms of your policy.

#### Cover options

This Lexus Insurance Factory Approved Extended Warranty policy offers a range of cover options to enable you to choose the period you wish to insure for, limited by both time and odometer reading. You should choose a cover option that is right for you, depending on how long your new vehicle manufacturer's warranty will apply and how many kilometres you travel each year.

Cover only applies for claims that occur during the period of cover you have selected and that is shown on your policy schedule, except for the Additional Benefits 1, 2 and 3 which also provide cover for those benefits in the Lexus new vehicle warranty period. See page 11 for more details.

Cover option	Period of cover
1	12 months to maximum 100,000 km
2	24 months to maximum 100,000 km
3	36 months to maximum 100,000 km
4	12 months to maximum 150,000 km
5	24 months to maximum 150,000 km
6	36 months to maximum 150,000 km

#### Your privacy

As part of your dealings with Lexus Insurance we collect personal information (including sensitive information such as health information) about you ('Your Information'). Wherever possible we will collect Your Information directly from you. However, there may be occasions when we collect Your Information from someone else. We value your privacy and will only use Your Information for the purposes for which it was collected, other related purposes notified to you and as permitted or required by law. You may choose not to give us Your Information, but this may affect our ability to provide you with our products or services.

We may share Your Information with our related entities and third parties who provide services to us or on our behalf or with other entities for purposes for which it was collected. Some of these entities may be located outside of Australia.

For more information on how we collect, store, use and disclose Your Information please read our privacy policy ('Policy') located at lexusinsurance.com.au or contact us at insurance@lexus.com.au or 1300 888 840 to request a copy of the Policy be sent to you. We encourage you to obtain a copy of the Policy and read it carefully. By applying for, using or renewing any of our products or services or providing us with Your Information, you agree to Your Information being collected, held, used and disclosed as set out in the Policy.

The Policy also contains information about how you can access and seek correction of Your Information, make a complaint about a breach of the privacy law and how we will deal with such a complaint.

#### Your promise to us

When we agree to insure you or vary your policy, or pay your claim, our decision relies on the accuracy of the information you give us. You must provide honest, correct and complete answers to the questions we ask you.

It is important that you tell us immediately of any changes that have occurred since your policy started, and if any of the information shown on your policy schedule or any other notices you may receive from us from time to time is incorrect or incomplete or requires updating.

If the information you provide us is not honest, correct and complete, we may reduce or deny any claim you make, cancel your policy or treat your policy as if it never existed.

## Genuine Factory Approval

Your Lexus Insurance Factory Approved Extended Warranty policy is approved by Toyota Motor Corporation Australia Limited ABN 64 009 686 097 and distributed by Lexus Insurance.

## Vehicle servicing requirements

The vehicle must be maintained by regular servicing and maintenance (including fluid and lubricant levels) in accordance with the manufacturer's recommendations. Details of these recommendations are contained in the owner's documentation. All servicing must be performed by a licensed motor vehicle repairer. If you fail to do this we may refuse or reduce any claim you make and/or cancel this policy.

We recommend you have your vehicle serviced by the Selling Dealer or an Authorised Lexus Dealer. You should keep evidence of how and where your vehicle has been serviced by ensuring the service maintenance coupons contained in your owner's documentation are completed, as it will help to minimise any delay in processing any claim you may make.

## **COMMONLY USED WORDS OR EXPRESSIONS**

Some of the words in this policy have specific meanings. These words and their meanings are listed below:

Additional Benefits means the benefits under this policy which are described in the section entitled 'Additional Benefits'.

**Administrator** means Lexus Premium Care, a division of Toyota Finance Australia Limited ABN 48 002 435 181, Australian Credit Licence 392536.

**Approved repair** means a repair or replacement authorised by the Administrator.

**Authorised Lexus Dealer** means a Dealer appointed by Lexus to sell Lexus vehicles.

**Authorised Repairer** means an Authorised Lexus Dealer, or, where this is not possible due to the vehicle's geographical location, the nearest Lexus Dealer or a licensed motor vehicle repairer approved by the Administrator.

**Dealer statutory warranty** means the warranty required by law to be provided by the Dealer at the time you purchased the vehicle.

**Fails, failed or failure** means the inability of a covered component to satisfactorily perform its intended function, other than any reduction in operating performance due to wear and tear consistent with its age and distance travelled.

Lexus means Lexus Australia, a division of Toyota Motor Corporation Australia Limited ABN 64 009 686 097.

**Lexus component** means any component or part of the vehicle including components authorised and marketed by Lexus as Accessories, provided such Accessories are fitted at the time the vehicle first entered service as a new vehicle, and includes any Lexus Genuine Accessories fitted after vehicle delivery, but within the Lexus new vehicle warranty.

**Lexus Insurance, we, us or our** means Aioi Nissay Dowa Insurance Company Australia Pty Ltd ABN 11132 524 282 AFSL Number 443540.

Lexus new vehicle warranty means the vehicle warranty set out in the owner's documentation supplied with the vehicle.

**Market value** means our determination of the value of your vehicle immediately prior to the event that leads to a claim under this policy. Our determination will take into account such things as your vehicle's age, condition and kilometres travelled.

**Owner's documentation** means the owner's manual, quick guide and warranty and service book provided by Lexus in relation to the vehicle.

**Period of cover** means the period of time and distance travelled for which we have agreed to provide you with insurance as set out on page 10.

**Policy schedule** means the most recent policy schedule that shows the particular details and current status of your policy. This includes any other notices we may give you from time to time.

**Repair, replace or replacement** means to make good, to an acceptable working condition, using parts of a like kind and quality. Parts used to repair your vehicle will be genuine, however where genuine parts are not available in Australia or where non-genuine parts have been fitted after purchase, replacement parts will be of a similar type and quality to those used in your vehicle, taking into account its age, condition and distance travelled.

**Selling Dealer** means the Authorised Lexus Dealer who sold you the vehicle and this policy.

Vehicle means the vehicle manufactured and/or marketed by Lexus as described in the policy schedule.

**We, us, our or Lexus Insurance** means Aioi Nissay Dowa Insurance Company Australia Pty Ltd ABN 11132 524 282 AFSL Number 443540.

You or your means the person or persons named as the insured on the current policy schedule.

## WHEN YOU ARE COVERED

You are covered during your period of cover.

Your period of cover will start on the commencement date, which is the later of:

- 1. the date of issue as stated in your policy schedule;
- 2. the date that the Dealer statutory warranty expires; or
- 3. the date that the Lexus new vehicle warranty expires.

Your period of cover will end on the earlier of:

- 1. the date the vehicle has travelled the distance set out under the period of cover in the policy schedule;
- 2. the expiry of the time set out under the period of cover in the policy schedule; or
- 3. the date we have paid the market value of the vehicle following a claim.

## WHAT IS COVERED

We will cover you under this policy if your vehicle fails in Australia during the period of cover subject to:

- the terms, conditions and limits set out in this policy, including the vehicle servicing requirements and claim approval requirements; and
- · the failure occurring in Australia.

We will also pay the Additional Benefits set out on pages 11 to 12. Some of these benefits apply if you have a failure that is covered by this policy. However, some do not require a failure to occur for the benefit to apply.

## **WHAT WE WILL PAY**

For any claim covered by this policy, we may choose, at our option, to pay the cost of either repairing or replacing any Lexus components of your vehicle found to be defective in materials or workmanship under normal operation and use in Australia.

The most we will pay for repairing or replacing Lexus components during the period of cover is limited to the market value of the vehicle as at the date of the repair.

#### All claims require the approval of the Lexus Premium Care Administrator

All repairs made under this policy require the approval of the Administrator. Apart from distributing this policy, your Selling Dealer is not authorised to act as the agent for us or the Administrator, or to bind any party to any arrangement with you.

If your vehicle fails and needs to be repaired outside the Administrator's normal office hours and cannot be approved before repairs are carried out, you must contact the Administrator as soon as possible after they reopen if you want to claim for the repairs under this policy.

See page 15 for contact details of the Administrator.

For examples of how we pay claims see 'Claim payment examples' on pages 20-21 of this PDS.

## **ADDITIONAL BENEFITS**

Your Lexus Insurance Factory Approved Extended Warranty policy provides you with a number of other Additional Benefits:

#### 1. Towing expenses

We will, during the period of cover and the Lexus new vehicle warranty period, pay for the reasonable costs you incur in towing your vehicle to the nearest Authorised Lexus Dealer or licensed motor vehicle repairer, should towing be required for the purpose of carrying out an approved repair or a repair performed under the Lexus new vehicle warranty.

#### 2. Accommodation expenses

We will reimburse you for the cost of temporary accommodation (room rental only) that those travelling in your vehicle incur if:

- i. a failure occurs more than 200 kilometres from your usual place of residence; and
- ii. the amount of labour time required to complete the approved repair or a repair performed under the Lexus new vehicle warranty to your vehicle exceeds eight (8) hours.

The most we will pay for such accommodation expenses in total during the period of cover and the Lexus new vehicle warranty period is \$500.

#### 3. Hire car expenses

Where the amount of labour time required to complete the approved repair or a repair performed under the Lexus new vehicle warranty to your vehicle exceeds eight (8) hours, we will reimburse you for the cost of a hire car up to \$80 per day while your vehicle is being repaired, up to a maximum period of 14 days.

The most we will pay for such hire car expenses in total during the period of cover and the Lexus new vehicle warranty period is \$1,120.

You will need to make your own insurance arrangements for the hire car and pay any applicable excesses. The cost of fuel and any other costs associated with the rental car or any additional hire costs will be your responsibility. You must meet the rental conditions which apply, including driver age restrictions, daily kilometre allowances, vehicle return and pick up locations and the deposit of any bonds.

We will not pay for:

- rental car costs incurred as a result of a delay by you in having your vehicle repaired; or
- any costs incurred due to a delay by a repairer you choose in carrying out repairs.

#### 4. Excess reimbursement

We will reimburse you for the cost of any basic excess which applies to your Lexus Insurance Motor Vehicle policy where:

- i. a claim is made for accidental damage to or theft of your vehicle under your Lexus Insurance Motor Vehicle policy; and
- ii. the accidental damage to or theft of your vehicle occurs on a date during the period of cover for this extended warranty. (Please carefully read the section 'When you are covered' on page 10).

The most we will pay for such excess reimbursement in total during the period of cover is \$600.

#### 5. Quality Repair Guarantee

We will guarantee the labour and workmanship on any repairs that we authorise under this policy.

#### 6. Consumable items replaced in repairs

We will pay to replace any consumable items if required due to the repair of a failure covered by this policy.

## All claims require the approval of the Lexus Premium Care Administrator

If you wish to claim for any of the above Additional Benefits, you must ask the Authorised Lexus Dealer or licensed motor vehicle repairer to contact the Administrator to obtain claim authorisation, or you can contact the Administrator directly.

If your vehicle fails outside normal office hours you must contact the Authorised Lexus Dealer or licensed motor vehicle repairer as soon as possible after they re-open if you wish to claim for Additional Benefits expenses under this policy.

See page 15 for contact details of the Administrator.

## **LEXUS GENUINE PARTS**

Every Lexus Genuine Part and Accessory is designed and constructed to the original manufacturer's specifications for maximum performance, longevity and optimal fit. All Lexus Genuine Parts and Accessories purchased are warranted by Lexus for the balance of the Lexus new vehicle warranty or carry a 12 month unlimited kilometre Lexus warranty, whichever is the greater.

Any Lexus Genuine Parts and Accessories fitted during the Lexus new vehicle warranty are guaranteed for the period of cover.

## WHAT IS NOT COVERED

To make a claim under this policy you must provide us with honest, correct and complete information in a timely manner. Your failure to do this may result in us reducing or denying any claim you make. In addition you need to be aware of the risks that you are not covered for under this policy.

#### Your Lexus Insurance Factory Approved Extended Warranty policy does not cover the following:

- Consumable items that have a limited working life, such as those recommended for regular replacement within the owner's documentation, including but not limited to:
  - batteries:
  - tyres;
  - filters;
  - hoses: or
  - brake pads and linings,

unless these items are found to be defective in materials or workmanship or are covered under Additional Benefits on pages 11-12;

- The costs of normal maintenance or service. This includes adjustments to your vehicle that are part of the scheduled servicing recommended by Lexus as described in the owner's documentation;
- Any vehicle adjustments or replacements necessary to maintain roadworthiness, insurance or registration, unless they result from defective Lexus components or faulty workmanship in Lexus components;
- · Any failure caused by contaminated/incorrect fuel grade, incorrect or poor quality lubricants;
- Superficial damage, such as cosmetic or surface corrosion from stone chips or scratches in the paint;
- Any consequential loss, expense, damage or liability, including loss of time or convenience, or a reduction in the value of your vehicle or personal liability;
- Repairs to or replacement of components (including Lexus components) while they are covered by any other warranty
  or guarantee, including:
  - Dealer statutory warranty;
  - Lexus new vehicle warranty;
  - Lexus recall campaigns; or
  - a repairer's warranty or guarantee (other than under Additional Benefit 5);
- Any Lexus component that fails outside the period of cover; or
- Software upgrade, reprogramming or technical change/upgrade.

#### Your policy does not cover parts that fail because:

- · you have neglected to properly maintain and service your vehicle;
- your vehicle has been fitted with parts that are non-genuine, not made or not supplied by Lexus;
- your vehicle has been modified from Lexus factory specifications (for example conversion to LPG operation, addition
  of a turbocharger or installation of oversize pistons or valves), unless the modifications are Lexus approved and
  installed:
- of acts of nature (for example bushfire, earthquake, thunderstorm, hail, flood);
- of the continued operation of your vehicle once a defect or fault has occurred (including loss of lubricants and coolant);
- of the misuse, abuse or vandalism of your vehicle, including but not limited to use for any purpose other than for which it was designed, sustained driving at high speeds, racing or any other competitive use; or
- · of corrosion, electrolysis or rust.

#### You are not covered under this policy:

- for any items that require periodic replacement as part of normal vehicle maintenance, unless they are covered under Additional Benefit 6;
- for any failure caused by your failure to service your vehicle in accordance with your vehicle servicing requirements set out on page 8 of this document;
- · for any failure caused by your failure to take reasonable care to protect and maintain your vehicle;
- if you (or anyone using your vehicle or acting with your consent) intentionally damage your vehicle causing component failure; or
- if you make or attempt to make a fraudulent claim.

#### This policy is only available to vehicles that are used under normal operating conditions.

# This policy will cease immediately where your vehicle has been or is being used outside normal operating conditions, for example if your vehicle is used:

- for hire, fare or reward, or as a taxi, loan or driving school vehicle;
- as a rental vehicle (except where this use has only occurred prior to the period of cover);
- · for motor sports or as an emergency, security or law enforcement vehicle;
- · as a courier vehicle or for mail delivery;
- · for fast food delivery or towing for income; or
- · on mining sites.

## WHAT YOU MUST DO AND MUST NOT DO

#### What you must do

#### During your period of cover you must:

- service your vehicle in accordance with your vehicle servicing requirements set out on page 8 of this document; and
- · take reasonable care to protect and maintain your vehicle.

#### You must tell us if the vehicle use changes during the period of cover; for example if your vehicle is used:

- for hire, fare or reward, or as a taxi, loan or driving school vehicle;
- as a rental vehicle (except where this use has only occurred prior to the period of cover);
- · for motor sports or as an emergency, security or law enforcement vehicle;
- · as a courier vehicle or for mail delivery;
- · for fast food delivery or towing for income; or
- · on mining sites.

#### As soon as possible after a failure that you feel might be covered by this policy, you must:

- take reasonable steps to prevent further damage to your vehicle; and
- take your vehicle to the Selling Dealer or, if this is not possible, to the closest Authorised Lexus Dealer or Authorised Repairer.

## What you must not do

Do not have your vehicle repaired, nor authorise repairs, unless the Administrator has approved repairs.

## **MAKING A CLAIM**

#### To make a claim on this policy

Before any work is done to your vehicle, you must obtain the approval for that work from the Administrator. If you do not have the approval of the Administrator for a vehicle repair you may not be covered under this policy. The contact details for the Administrator are set out below.

Alternatively you can ask the Selling Dealer, Authorised Lexus Dealer or Authorised Repairer to read the Repairer Instructions at the rear of this booklet and to contact the Administrator for claim authorisation.

For any claim under the Additional Benefits, you will need to provide us with receipts for the expenses being claimed. The Administrator must approve payments under these benefits, but approval is not required before they are incurred.

You can contact the Administrator by:

**Phone:** 1300 888 840

Mail: Lexus Premium Care

Locked Bag 980

Milsons Point NSW 1565

**Email:** insurance@lexus.com.au

The expense associated with making a claim under this policy is not covered by this policy. This means that you must bear the expense of making a claim, including contacting the Administrator.

You can send your completed claim form to:

Lexus Premium Care Locked Bag 980 Milsons Point NSW 1565

Otherwise you can ask the Authorised Repairer to lodge the claim on your behalf.

For examples of how we pay claims see 'Claim payment examples' on pages 20-21 of this PDS.

## **ADDITIONAL TERMS AND CONDITIONS**

#### Paying for your insurance

We will tell you when your payment is due. Your premium must be paid on or before the due date for cover to be provided by this policy.

#### Cancelling your policy

#### 21-day Cooling Off period

You can cancel this policy within 21 days of its purchase date and you will receive a full refund, provided you have not lodged a claim. To cancel your policy please call Lexus Insurance on 1300 658 067, or email or write to us. Our contact details are provided on the last page of this document.

#### Cancellation after 21 days

#### By you

You may also cancel this policy at any time after 21 days of its purchase date by requesting us to do so.

We will refund the balance of your premium in respect of any unexpired period of cover, less any applicable processing charges. If we have paid you the market value of your vehicle following a claim, your policy ends and no refund of premium applies.

#### By us

We can only cancel your policy by giving you written notice in accordance with legislative requirements. If we do this, we will refund the balance of premium in respect of any unexpired period of cover, less any applicable processing charges. If we have paid you the market value of your vehicle following a claim, your policy ends and no refund of premium applies.

## **GST** and Input Tax Credits

If you are registered for GST, you are required to tell us your entitlement to any Input Tax Credits (ITC) on the premium you pay to us.

If you do not tell us your entitlement or if the information you give us is incorrect, we will not be liable for any resulting fines, penalties or charges you incur.

When we calculate the amount of any payment we make for a claim, we may reduce the amount by any ITC that you are, will be or would have been entitled to receive.

## Transferability

Only you are entitled to make a claim or receive a benefit from this policy. At our sole discretion, we may permit transfer of the policy to a new owner if you sell the vehicle.

To request a transfer please call Lexus Insurance on 1300 658 067, or email or write to us and advise that you wish to transfer this policy to the new owner of the vehicle. Our contact details are provided on the last page of this document.

If we accept the transfer, a new policy schedule will be forwarded to the new owner. Transfer will not be accepted if the vehicle is sold to or through a motor dealer or trader.

## **OUR SERVICE COMMITMENT TO YOU**

#### General Insurance Code of Practice

Lexus Insurance proudly supports, and complies with the General Insurance Code of Practice ('Code'). The Code has been developed to exceed the standards set out in regulation and to reflect changing community expectations and attitudes towards insurance.

It has been designed to create:

- · an informed relationship between insurers and customers;
- · public confidence in the general insurance industry;
- · rapid resolution of complaints and disputes; and
- · even higher standards of customer service.

A copy of the Code can be obtained from the Insurance Council of Australia (ICA) or by visiting codeofpractice.com.au

#### How to tell us when you are not satisfied, for any reason

We're committed to providing you with the highest standard of service. However occasionally there may be some aspect of our service, the cover provided under your policy or a decision we have made that you wish to query or draw to our attention.

If you are unhappy with the outcome of any dealings with us we will do our best to work with you to resolve it using the following process:

#### Step 1. Talk to us first

In the first instance we encourage you to discuss the matter with the staff member who provided your initial service by calling  $1300\,658\,067$ . Most times they will be able to resolve the matter to your satisfaction. If the staff member is unable to resolve your concern, they will refer you to their manager or senior staff member (who can also be contacted on the above number). If you are not satisfied with their response, you can proceed to Step 2 – Request a review.

#### Step 2. Request a review

If your concern remains unresolved by the manager or senior staff member, they will refer the matter to our Internal Dispute Resolution Department (IDR). Our IDR has the full authority to act independently in dealing with your dispute and will ensure your concern is referred to the appropriate person and receives prompt attention.

The designated IDR specialist will respond to you within 5 business days of you notifying us of your concern. You will be contacted with our final decision within 15 business days.

If you remain unsatisfied with the decision from our IDR specialist, you can proceed to Step 3 – Seek an external review of your dispute.

#### Step 3. Seek an external review of your dispute

If you have followed Steps 1 and 2 above and we have still failed to satisfactorily deal with your concern or we have taken more than 15 days to respond, you can appeal to the Financial Ombudsman Service (FOS).

The FOS is an independent, external dispute resolution scheme and there is no charge for this service.

#### How to contact the Financial Ombudsman Service

The Financial Ombudsman Service can be contacted by:

**Phone:** 1300 780 808

Fax:

Mail: Financial Ombudsman Service

(03) 9613 6399

GPO Box 3

Melbourne VIC 3001

Email: info@fos.org.au

Website: fos.org.au

#### Are any decisions binding on you?

We will stand by any decision made as part of our complaints process in an attempt to satisfy your concern.

However you do not have to accept any decision made by us or the FOS and alternatively may wish to seek your own advice on this matter elsewhere.

#### Financial Claims Scheme

This policy may be a 'protected policy' for the purposes of the Federal Government's Financial Claims Scheme (FCS). The FCS is administered by the Australian Prudential Regulation Authority (APRA). We are authorised by APRA.

In the unlikely event of an insurer authorised by APRA, such as us, becoming insolvent, the Federal Treasurer may make a declaration that the FCS applies to that insurer. If the FCS applies, as a policyholder, you may be entitled to have valid claims paid under the FCS. Access to the FCS is subject to eligibility criteria.

Information about the scheme can be obtained from the APRA website at apra.gov.au and the APRA hotline on 1300 558 849.

## **REPAIRER INSTRUCTIONS**

Do not commence repairs unless authorised by the Administrator.

Please contact the Administrator on 1300 888 840 and advise them that you wish to make a claim under the Lexus Insurance Factory Approved Extended Warranty policy.

A claim form can be obtained by:

- · emailing insurance@lexus.com.au; or
- calling 1300 888 840.

If the claim is authorised, the Administrator will approve the repairs and issue a repair authorisation number.

Once the repairs are completed, the Authorised Repairer must forward a tax invoice to the address below for payment. Tax invoices must be addressed to the Administrator and include the following information:

- 1. Repair authorisation number;
- 2. Vehicle registration number;
- 3. Customer's name in full (include ABN if a company);
- 4. Odometer reading;
- 5. Breakdown of repair costs, detailing parts, labour and GST content;
- 6. Copies of any sublet repair invoice (when requested);
- 7. Name, address and ABN of the Authorised Repairer; and
- 8. Date of issue.

Mail: Lexus Premium Care

Locked Bag 980

Milsons Point NSW 1565

**Phone:** 1300 888 840

## **CLAIM PAYMENT EXAMPLES**

The following are examples of how we pay a claim under your policy and are not terms or conditions of the policy wording. They are examples 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 this Policy and Product Disclosure Statement (PDS) for full details of what we cover, as well as what policy limits and exclusions apply.

#### 1. Cover option 3 (36 months to maximum 100,000km)

A claim for repair and replacement of Lexus components (including a claim for towing and hire car expenses).

You have cover under option 3, which you purchased when your Lexus was 23 months old.

Two years have elapsed since you purchased your vehicle and you are now 11 months outside the Lexus new vehicle warranty end date. You have driven 90,000km when your vehicle's gearbox bearing fails prematurely. You are 300km from home when this occurs.

As your vehicle cannot be driven, it is towed to the nearest Authorised Lexus Dealer at a cost of \$200. Consequently you also need a hire car to return to your home which costs \$77. You contact the Administrator to lodge a claim under your Lexus Insurance Factory Approved Extended Warranty policy and the Dealer advises the Administrator that your vehicle has been towed and you have incurred hire car expenses of \$77 which are to be reimbursed to you.

The repairs are assessed and authorised by the Administrator at a total cost of \$5,500. The local Dealer undertakes these repairs.

We will pay the following	Amount
Cost to repair your vehicle (we will pay this to your local Dealer)	\$5,500
PLUS	
Hire car expenses (we will pay this to you)	\$77
PLUS	
Towing expenses (we will pay the towing company)	\$200

In Example 1 our payment is based on the following policy provisions - refer to the relevant section of this PDS for details:

- 1) When are you covered (see page 10)
- 2) What is covered (see page 10)
- 3) What we will pay (see page 10)
- 4) Additional Benefits 1. Towing expenses and 3. Hire car expenses (see page 11)
- 5) You do not have an ITC entitlement on the item being claimed. Refer GST and Input Tax Credits (see page 16)

## 2. Cover option 1 (12 months to maximum 100,000km)

#### A claim for the replacement of Lexus components.

You choose cover under option 1 which you purchased at the point of vehicle sale.

You have owned your vehicle for eight months following expiry of the Lexus new vehicle warranty and driven 65,000km when the sunroof electric motor stops working.

After contacting the Administrator, the repairs to your Lexus are authorised at a cost of \$3,200. The local repairer undertakes these repairs and we pay your repairer \$3,200.

We will pay the following	Amount
Cost to repair your vehicle (we will pay this to your local repairer)	\$3,200

In Example 2 our payment is based on the following policy provisions - refer to the relevant section of this PDS for details:

- 1) When are you covered (see page 10)
- 2) What is covered (see page 10)
- 3) What we will pay (see page 10)

## 3. Cover option 5 (24 months to maximum 150,000km)

#### A claim for excess reimbursement.

You selected cover option 5 which you purchased at the point of vehicle sale. Your vehicle is also covered by a Lexus Insurance Comprehensive Motor Vehicle policy.

Just over three years have passed since you purchased your vehicle and you are now two months outside the manufacturer's new vehicle warranty end date. Your vehicle is involved in an accident which occurred on a date after your Lexus Insurance Factory Approved Extended Warranty Insurance policy commenced.

You make a claim under your Lexus Insurance Comprehensive Motor Vehicle policy. The accident is deemed to be your fault and a basic excess of \$550 applies to your claim. We arrange for the vehicle to be repaired and you pay your \$550 basic excess to the repairer when you collect your vehicle after it has been repaired.

You then contact the Administrator to lodge a claim under your Lexus Insurance Factory Approved Extended Warranty policy for reimbursement of the \$550 excess you have paid under your Lexus Insurance Comprehensive Motor Vehicle policy. Along with your completed claim form you provide a copy of the receipt from the repairer for payment of your excess.

We will pay the following	Amount
Basic excess paid to the repairer	\$550
(as shown on your policy schedule - we will reimburse this amount to you)	

In Example 3 our payment is based on the following policy provisions - refer to the relevant section of this PDS for details:

- 1) When are you covered (see page 10)
- 2) What is covered (see page 10)
- 3) What we will pay (see page 10)
- 4) Additional Benefits 4. Excess reimbursement (see page 11)
- 5) You do not have an ITC entitlement on the item being claimed. Refer GST and Input Tax Credits (see page 16)

## **CONTACT DETAILS**

To make a claim or enquire about additional insurance needs:

**Phone:** 1300 888 840

Mail: Lexus Premium Care

Locked Bag 980

Milsons Point NSW 1565

Email: insurance@lexus.com.au

Web: lexusinsurance.com.au

#### Lexus Insurance

PO Box 7212, Melbourne VIC 3004 Level 8, 390 St Kilda Road, Melbourne VIC 3004 E insurance@lexus.com.au lexusinsurance.com.au