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## Mechanical Breakdown Warranty

Product Disclosure Statement and Financial Services Guide



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 and holder of AFS Licence No. 246469. AWN Insurance does not take into account your personal or financial circumstances when offering these products.



## WELCOME

This **Mechanical Breakdown Warranty** 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 Significant Characteristics of this **Mechanical Breakdown Warranty**.

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

**We** know that everyone's circumstances differ, so **We** offer a variety of **Product** options with different levels of cover to suit **Your** coverage requirements, the **Asset** and **Your** budget. This allows **You** to choose the most appropriate level of coverage for **Your** circumstances.

## LANGUAGE

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

## ADVICE WARNING

All **Selling Agents** of this **Product** are limited to providing factual information only about this Product. The factual information provided will not take into account any of **Your** needs or financial circumstances. The **Selling Agent** is not authorised to provide any advice.

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

## WHAT IS A PRODUCT DISCLOSURE STATEMENT?

A Product Disclosure Statement (PDS) contains sufficient information so that a consumer may make an informed decision about whether to purchase a financial product.

A PDS is prepared by or on behalf of the supplier of the financial product and sets out the terms and conditions of this **Product**. This PDS was prepared as at 1st March 2020 (Rev. 01).

**We** may need to update this PDS from time to time if certain changes occur when required and permitted by law. **We** will issue **You** with a new PDS or a Supplementary PDS or other compliant documents to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this **Product**, **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 **Us** using **Our** details below.

## WHO PROVIDES THE SERVICE?

Australian Warranty Network Pty Ltd trading as AWN Insurance,

ABN 78 075 483 206

Australian Financial Services (AFS) Licence No. 246469

PO Box 4301, Loganholme QLD 4129

Phone: (07) 3802 5577

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

provides this **Mechanical Breakdown Warranty Product** in respect of the **Asset** specified on the Product Schedule.

## DISCRETIONARY RISK OF THE MECHANICAL BREAKDOWN WARRANTY

**AWN** has a discretion as to whether it will or will not pay a **Claim** that falls within the **Mechanical Breakdown Warranty** Terms and Conditions and Limitations. **AWN** will not exercise that discretion in a way that is unfair and unconscionable, within the Terms and Conditions and limitations of the **Mechanical Breakdown Warranty**, and will always consider the merits of the **Claim** and the requirements of the applicable State and Commonwealth legislation.

**We** also have a comprehensive Complaints Resolution Process which is explained in Section 14 of this contract.

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

This **Mechanical Breakdown Warranty** is not associated with the manufacturer of your Motor Vehicle nor is it an extension of any warranty that was provided by the manufacturer or the **Selling Agent**. **Claims** against the manufacturer or the **Selling Agent** may be available under the **Australian Consumer Law**. This **Mechanical Breakdown Warranty** is not a repair or maintenance program for your Motor Vehicle.

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

Detailed information about the **Mechanical Breakdown Warranty Benefit Limits** for each benefit under **Your Mechanical Breakdown Warranty** is listed under the “Significant Characteristics of this **Mechanical Breakdown Warranty**”. There is also a risk that if **You** fail to meet any of the conditions set out in this **Mechanical Breakdown Warranty** Contract, **AWN** may not exercise its discretion in **Your** favour. Make sure **You** carefully read the Terms and Conditions for details of the servicing and other conditions that apply to this **Mechanical Breakdown Warranty**.

## COST OF THE MECHANICAL BREAKDOWN WARRANTY

The cost of the **Mechanical Breakdown Warranty** is dependent on the level of cover **You** select. In addition to the **Mechanical Breakdown Warranty Premium** price, **You** also need to pay any applicable Commonwealth and State taxes and/or charges such as Goods and Services Tax (GST). 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.

## 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.

## ISSUING AGENT

**AWN** has relationships with **Our** authorised **Selling Agents** and **Selling Agent's** Representatives. **We** may pay remuneration to **Our** **Selling Agents/Selling Agent's** Representatives when they sell **Our Products**. For further details see the Financial Services Guide supplied by the authorised **Selling Agent** in connection with this **Product**.

## PRIVACY NOTICE AND CONSENT

**We** take great care to protect the privacy of information supplied by individuals or organisations in accordance with the Privacy Act and Australian Privacy Principles. **You** are entitled to request a copy of **Our** Privacy Policy or you can obtain a full copy at [www.awninsurance.com.au](http://www.awninsurance.com.au)

The information requested from **You** is to:

- Enable **Us** to determine whether to accept **Your** Application for the **Mechanical Breakdown Warranty** and if so, on what terms;
- Enable **Us** to process **Your Claims** and decide whether any **Claim You** make should be accepted;

This information will be kept confidential, except if there is a legal obligation to disclose it. By signing the application or paying any **Premium** for the **Product**, **You** consent to **Us**:

- Using the information for any of the above purposes;
- Conducting market or customer research, informing **You** about **Our Products** or services or those of any of **Our** associated, related entities or alliance partners. **You** can opt-out of this by emailing [administration@awninsurance.com.au](mailto:administration@awninsurance.com.au) or calling **Us** on (07) 38025577
- Obtaining information from and providing information to any third party who is able to assist **AWN** in considering whether to accept **Your Claim** and the value of **Your Claim**.

By submitting an Application, **You** consent to **Us** managing **Your** personal information in accordance with **Our** Privacy Policy.

SIGNIFICANT CHARACTERISTICS OF THIS MECHANICAL BREAKDOWN WARRANTY

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

This **Mechanical Breakdown Warranty** covers only the **Covered Components** of the **Asset** listed below. Any component or item not listed below is not covered under this **Product**. The **Benefit Limit** and the **Aggregate Limit** of the **Product** are specified in the Product Schedule.

ASSET TYPE: Motor Vehicle	
COVERED COMPONENTS	AGGREGATE LIMIT
<b>You</b> are covered against the failure of the mechanical <b>Covered Components</b> (up to the <b>Benefit Limit</b> recorded on the Product Schedule) that would have been covered by the original <b>Manufacturer’s Warranty</b> if it had not expired.	The <b>Aggregate Limit</b> payable for the term of the <b>Mechanical Breakdown Warranty</b> (including Customer Care Package) is up to the <b>Market Value</b> of the <b>Asset</b> for the term of the <b>Product</b> .
<p><b>Please Note:</b></p> <p><b>Claims relating to the engine, transmission and differential are conditional on Servicing Requirements as per your manufacturers servicing schedule. All other covered mechanical components are not conditional on any Servicing Requirements.</b></p> <p>Please see Section 4 (<b>Your</b> Obligations) of this Policy for full details.</p>	

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 Warranty** selected. Refer to (Page 7 Section 6) for “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 Warranty** for the remaining period of cover.

## EXCLUSIONS - WHAT IS NOT COVERED

- 1) **Assets** modified beyond manufacturer's specifications, commercial **Assets** over 1,500 (one thousand five hundred) kgs carrying capacity, **Assets** used or which have been used for the conveyance of passengers, for fare or reward (including car rental and rideshare), delivery or courier use, Police or Emergency 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 **Assets** used or tested in preparation for motorsports activities in any form may render this **Mechanical Breakdown Warranty** invalid.
- 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 to the failure to maintain correct service requirements.
- 4) 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**.
- 5) The cost of any consumables that are replaced during the course of repairs.
- 6) Any component that is considered part of any manufacturer's fault and/or notified recall campaign or is reusable.
- 7) 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.
- 8) Any repair, quote or diagnostic cost that is not part of a genuine, approved **Claim**.
- 9) 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.
- 10) Conditions or problems that are reasonably determined to be **Pre-Existing Faults** or **Pre-Activated Faults** with the **Asset**.
- 11) Failures of **Covered Components** subsequent to the refusal of a **Claim** under, or the cancellation or voiding of the **Manufacturer's Warranty**.
- 12) 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.
- 13) Anything not covered in the **Manufacturer's Warranty**, when **Your** vehicle was sold new.
- 14) Structural failure of the **Asset**.
- 15) Computer software upgrades and recoding.
- 16) Any of the following components: any paint, trim or panel instrument cluster, LED/LCD displays, audio systems, directional navigational equipment, tracking devices and monitors, xenon headlights, convertible roof components including lifting mechanism, airbag systems and alarm immobiliser systems.

# TERMS AND CONDITIONS

## DEFINITIONS

These words in this document 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 Warranty specified on the Product Schedule, and also as explained in the Limits of Liability (Section 6) of this document.

**'Application Date'** means the date the completed Mechanical Breakdown Warranty 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 Product Schedule and Mechanical Breakdown Warranty 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'** means Australian Warranty Network Pty Ltd trading as AWN Insurance, as the supplier of this Mechanical Breakdown Warranty.

**'Benefit Limit'** means the monetary limit for each authorised Claim under this Mechanical Breakdown Warranty indicated on the Product Schedule, and also as set out in the Limits of Liability (Section 6) of this Mechanical Breakdown Warranty 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' (Page 4) as being covered under Your Mechanical Breakdown Warranty.

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

**'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 Warranty'** 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, service history, kilometres travelled and manufacturer's recommendations).

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

**'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 Warranty Application Date.

**'Premium'** means the amount paid or payable for this Mechanical Breakdown Warranty.

**'Product'** means this document.

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

**'Servicing Requirements'** means the servicing of the lubricated parts of the engine, transmission and the differential components of your Asset as per the servicing schedule recommended by the manufacturer of the Asset.

**'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 Product Schedule and Application Page in this document.

## 1. PERIOD OF COVER

Cover commences on the later of:

- The date upon which **You** take delivery of the **Asset** listed on the Product Schedule.
- The Cover Commencement Date as noted on the Product Schedule; or
- 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 Warranty** Expiry Date on the Product Schedule; or
- When the **Aggregate Limit** of the **Mechanical Breakdown Warranty** has been reached; or
- When the **Mechanical Breakdown Warranty** is validly cancelled by **You** in accordance with Section 8 (Cooling Off Period) or Section 9 (Cancellation).



## 2. PRE-CONDITIONS

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

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

## 3. OUR OBLIGATIONS

- 1) **AWN** will process **Your** Application within five (5) business days of receipt and either accept or decline cover under this Product.
- 2) If **AWN** does not receive payment within twenty-one (21) days of the **Application Date**, the **Mechanical Breakdown Warranty** policy may be invalid and **AWN** will advise **You** of the declined coverage.
- 3) 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.
- 4) 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.
- 5) The monetary limits of **Our** obligations are set out in the **Aggregate Limit** and **Benefit Limit** specified in the Product Schedule.

## 4. YOUR OBLIGATIONS

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

### SERVICE REQUIREMENTS:

COMPONENTS	REQUIREMENTS
Engine, Transmission and Differential.	<b>Claims relating to the engine, transmission and differential are conditional on Servicing Requirements as per your manufacturers servicing schedule.</b> This regular service schedule can be completed at any licensed service facility of your choosing.
All other mechanical components	No <b>Servicing Requirements</b> required. Coverage on all other mechanical <b>Covered Components</b> for the term of the <b>Product</b> .

### Service Invoice Records for the Engine, Transmission and Differential you will:

- Submit **Your** service records via **Our** website on [www.awninsurance.com.au](http://www.awninsurance.com.au). Search for **Your Mechanical Breakdown Warranty**, and submit **Your** service details; or
- Post the relevant service coupon attached to this **Mechanical Breakdown Warranty** and the Mechanic's Tax Invoice (or legible copy) to **AWN**, PO Box 4301, Loganholme QLD 4129 promptly after the service is completed. The processing of **Your Claim** for any Engine, Transmission and Differential 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.

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

## 5. ASSESSMENT AND AUTHORISATION

- 1) Upon receipt of a **Claim**, **AWN** will check whether **Your Claim** is valid and that all service requirements have been adhered to; and
- 2) If so, **AWN** may ask for the **Asset** to be inspected by one of their **Approved Repairers**; and
- 3) If the **Claim** is valid, **AWN** will authorise their **Approved Repairer** to repair the **Asset** within the terms of this **Mechanical Breakdown Warranty**.
- 4) If the **Claim** is not valid, **You** will be responsible for the cost of the inspection.
- 5) 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**.

## 6. LIMITS OF LIABILITY

- 1) The total **Benefit Limit** per **Claim**, including Customer Care Package, is specified on the Product Schedule. The **Benefit Limit** indicates the limit of each **Claim** at any one (1) time on any one (1) **Claim** regardless of the number of **Covered Components** claimed against.
- 2) Customer Care Package: \$100 (One Hundred Dollars) per **Claim** (up to a maximum of \$300 for the term of the **Mechanical Breakdown Warranty**). A **Claim** will only be considered where repair of a **Covered Component** is approved by **Us** under this **Mechanical Breakdown Warranty** and costs will be reimbursed to **You** on submission of paid tax invoices or receipts, received and approved by **Us**.
- 3) The Product Schedule will also specify the **Aggregate Limit**, which is the total amount that can be claimed during the period of this **Mechanical Breakdown Warranty**.
- 4) Subject to the satisfactory completion of the repairs, **You** agree to accept such payments to cover the full cost of repairs to the **Covered Components** of the **Asset** whether paid to **You** or to the **Approved Repairer** on **Your** behalf, in full satisfaction of the **Claim**.
- 5) 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**.
- 6) All **Benefit Limits** are the GST inclusive cost of the repairs.

## 7. MISCELLANEOUS

- 1) This is a **Mechanical Breakdown Warranty** for used **Assets**, therefore a part may be worn but still quite safe and serviceable.
- 2) **We** will not be liable or responsible for any damage occurring if the **Asset** is stolen, left unattended or being towed.
- 3) **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.
- 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 **Mechanical Breakdown Warranty** 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 time of manufacturer).

## 8. COOLING OFF PERIOD

**You** may cancel this **Product** for any reason within thirty (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](mailto:claims@awninsurance.com.au). This is known as the "Cooling Off Period". **You** will need to return the Schedule to **Us**, together with a letter to request cancellation of the **Product** during the Cooling Off Period. If the **Product** has been issued to more than one person each person must authorise and sign the cancellation request. Provided no **Claim** has been paid 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 9).

## 9. CANCELLATION

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

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

**We** may cancel the **Mechanical Breakdown 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 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 motorsports activities.

## 10. TRANSFER

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

If **You** are not in breach of **Your** obligations the terms of this **Mechanical Breakdown Warranty**, **You** may transfer the benefits of this **Mechanical Breakdown Warranty** 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
- A mechanical inspection acceptable to **Us**
- A completed request to transfer the **Mechanical Breakdown Warranty** in writing to **Us** within seven (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 Warranty** application via **AWN's** website [www.awninsurance.com.au](http://www.awninsurance.com.au)



## 11. 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.

## 12. HOW TO MAKE A CLAIM

Read the full terms of this **Product** carefully to ensure **Your** Claim is covered by the **Mechanical Breakdown Warranty**.

Telephone or write to:

AWN Insurance

PO Box 4301,

Loganholme QLD 129

Phone: (07) 3802 5577

Fax: (07) 3806 1505

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

Office Hours: Monday to Friday 8:15 a.m. to 5:15 p.m. (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 Warranty** 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.

## 13. SUMMARY OF RIGHT 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 Warranty**.

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 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, 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 Warranty**. 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.

ADDITIONAL BENEFITS UNDER THIS MECHANICAL BREAKDOWN WARRANTY NOT AVAILABLE UNDER 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 the 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 Warranty, 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.

14. COMPLAINTS RESOLUTION

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 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	
Phone on (07) 3802 5577	PO Box 4301, Loganholme, 4129 QLD
Email: <a href="mailto:idr@awninsurance.com.au">idr@awninsurance.com.au</a>	Web: <a href="http://www.awninsurance.com.au">www.awninsurance.com.au</a>

If You are still not satisfied with the outcome of Our review, You are entitled to take the matter to the external disputes resolution body. The external resolution review can only be sought after You have obtained an internal dispute review of Your concern. The external resolution body is the Australian Financial Complaints Authority (AFCA).

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

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.

# Financial Services Guide

## Date of Issue:

"WE", "US", "OUR":

ABN:

ADDRESS:

PHONE:

AR NUMBER:

## 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 and others are remunerated in relation to the services, and about how you may access AWN's internal and external dispute resolution procedures.

## THIS FSG CONTAINS INFORMATION ABOUT:

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

## WHAT DOCUMENTS WILL YOU RECEIVE?

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

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

## HOW YOU CAN PROVIDE INSTRUCTION TO US

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

## ABOUT US AND OUR SERVICES

We are an Authorised Representative of the following licensee:

**Australian Warranty Network Pty Ltd (AWN)**

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

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

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

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

Products:

- Mechanical Breakdown Warranty

## HOW ARE WE REMUNERATED?

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

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

If you require more detailed information on our fees or remuneration, please ask.

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

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

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

Should the complaint remain unresolved, you may request the licensee Internal Dispute Resolution Committee (IDRC) to review the dispute at no cost to you. This review will normally be completed within 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 IDRC review of your complaint, you are entitled to take your complaint to the Financial Ombudsman Service (FOS), the licensee External Resolution Scheme. The FOS details and complaints process will be supplied with the IDRC written response to your complaint review.

## PROFESSIONAL INDEMNITY INSURANCE OF LICENSEE

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