

## WELCOME

This **Mechanical Breakdown Insurance** is designed to help reduce the financial impact of unexpected and potentially expensive mechanical repairs to **Your Asset** by providing the parts and labour cover on Covered Components as listed under (Pages 3 to 4), "Significant Characteristics of this **Mechanical Breakdown Insurance**".

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

**We** know 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 Insurance** 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.

## GENERAL ADVICE WARNING

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

## PRODUCT DISCLOSURE STATEMENT

### WHO IS THE UNDERWRITER?

Certain underwriters at Lloyd's underwrite this **Mechanical Breakdown Insurance**.

Lloyd's is the world's leading specialist insurance market that offers an unrivalled concentration of specialist insurance, underwriting expertise and reinsurance risk.

If **You** need to contact Lloyd's, please do so through any of the options listed below:

#### Lloyd's General Representative Australia

Lloyd's Australia Limited

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

Phone: +61 (02) 8298 0783

Fax: +61 (02) 8298 0788

### 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 July 2018 (Rev. 06).

**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. 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,

P.O. Box 4301, Loganholme, Qld 4129

Phone: (07) 3802 5577 Web: [www.awninsurance.com.au](http://www.awninsurance.com.au)

**AWN** as an appointed coverholder of certain Underwriters at Lloyd's, provides this **Mechanical Breakdown Insurance** in respect of the **Asset** specified on the Certification of Cover.

## BENEFITS OF THE MECHANICAL BREAKDOWN INSURANCE

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

These terms and limits of liability should be read in conjunction with (Section 4) of the Terms and Conditions on Page 6 (“**Your Obligations**”).

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

## COST OF THE MECHANICAL BREAKDOWN INSURANCE

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

## 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 it’s 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 **Product** and if so, on what terms;
- Enable **Us** to process **Your** Claims and decide whether any Claim **You** make should be accepted;
- Share with **Our** related and associated entities, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but currently include the United Kingdom, USA, China, Japan, Singapore and South Africa. **We** regularly review the security of **our** systems used for sending personal information overseas. Any information disclosed may only be used for the purposes detailed above and system administration and in accordance with **Our** Privacy Policy.

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** ((07) 3802 5577); and
- 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 INSURANCE

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

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

Asset Type: Motor Vehicle		
COVERAGE	COVERED COMPONENTS	AGGREGATE LIMIT
NEW	You are covered against failure of the Covered Components (up to the Market Value of Your Asset) that would have been covered by the original Manufacturer's Warranty if it had not expired.	The Aggregate Limit payable for the term of this Product (including Customer Care Package) is up to the Market Value of the Asset at the time of the Claim.
USED	You are covered against failure of the Covered Components (up to the Market Value of Your Asset) that would have been covered by the original Manufacturer's Warranty if it had not expired.	The Aggregate Limit payable for the term of this Product (including Customer Care Package) is up to the Market Value of the Asset at the time of the Claim.

### ADDITIONAL BENEFITS - CUSTOMER CARE PACKAGE

Where **We** approve a **Claim** in relation to a **Covered Component**, **We** will provide the following **Additional Benefits** where expenses are incurred, by reason of that **Claim**. Customer Care Package runs for the term of the **Mechanical Breakdown Insurance** selected. Refer to (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 48 hours (specifically excluding car hire over weekends and public holidays).

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

## 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 motor sports activities in any form may render this **Mechanical Breakdown Insurance** 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 arise 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, air bag 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 Insurance specified on the Certification of Cover, and also as explained in the Limits of Liability (Section 6) of this document.
- 'Application Date'** means the date the completed Mechanical Breakdown Insurance document is submitted to AWN.
- 'Approved Repairer'** means those licensed mechanical workshops approved and authorised by AWN to carry out repairs.
- 'Asset'** means the covered Asset identified and specified on the Certification of Cover and Mechanical Breakdown Insurance Application Page.
- 'Australian Consumer Law (ACL)'** means the competition and Consumer Act 2010 (Cth) Schedule 2 (as adopted by each Australian State and Territory) and in force from time to time.
- 'Authorisation Number'** means the unique number issued by AWN's claims department to the Approved Repairer after receiving the Repairer's quote authorising the repairs.
- 'AWN'** means Australian Warranty Network Pty Ltd trading as AWN Insurance, as the supplier of this Mechanical Breakdown Insurance.
- 'Benefit Limit'** means the monetary limit for each authorised Claim under this Mechanical Breakdown Insurance indicated on the Certification of Cover, and also as set out in the Limits of Liability (Section 6) of this Mechanical Breakdown Insurance 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' on (Pages 3 to 4) as being covered under Your Mechanical Breakdown Insurance.
- 'Glass's Guide Retail Transacted Value'** means an independent vehicle Market Value guide published monthly by Glass's Information Services Limited, used by the insurance industry in assessing values relating to vehicles. Their retail transacted value is based on the typical sale price achieved by a retail dealer.
- 'Market Value'** means the pre-mechanical failure retail value of Your Asset. We will determine this amount at the time We assess Your claim, having regard to the age and condition of Your Asset and kilometres it has travelled.
- 'Normal Wear and Tear'** means the gradual reduction in operating performance of a Covered Component due to use of the Asset (relative to 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 Insurance.
- 'Pre-Existing Fault'** means a fault with a Covered Component of the Asset, whether known or unknown to You, which existed, or which may reasonably be determined to have existed, prior to the Mechanical Breakdown Insurance Application Date.
- 'Premium'** means the amount paid or payable for this Mechanical Breakdown Insurance.
- 'Product'** means this document.
- 'Selling Agent'** means an individual or company approved by AWN as an Authorised Representative.
- 'Statutory Warranty'** means any applicable warranty required by the relevant state or territory law to be provided to you by the Selling Agent in connection with the Asset (where applicable).
- 'Mechanical Breakdown Insurance (MBI)'** means the financial service and cover provided on the terms of Product document.
- '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 Certification of Cover 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 Certification of Cover.
- The Cover Commencement Date as noted on the Certification of Cover.
- The expiry of any Manufacturer's Warranty: or
- The expiry of any **Statutory Warranty** (if applicable).

Cover ceases on the sooner of:

- The date nominated by **You** as the **Mechanical Breakdown Insurance** Expiry Date on the Certification of Cover; or
- When the **Aggregate Limit** of the **Mechanical Breakdown Insurance** has been reached; or
- When the **Mechanical Breakdown Insurance** is validly cancelled by **You** in accordance with Section 8 (Cooling Off Period) or Section 9 (Cancellation).



## 2. PRECONDITIONS

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

- 1) The **Product** is purchased from an authorised **Selling Agent**; and
- 2) At the commencement of **Your Mechanical Breakdown Insurance**, the **Asset** is in good mechanical condition, with no Pre-Existing Faults. Failure to disclose any Pre-Existing Faults may void this **Mechanical Breakdown Insurance**; and
- 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 Insurance** 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 on the Certification of Cover.

## 4. YOUR OBLIGATIONS

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

- 1) **SERVICE REQUIREMENTS:** **You** must maintain a regular service schedule in accordance with the manufacturer's specifications but at intervals not to exceed 10,000 (ten thousand) kilometres or 6 (six) months, whichever occurs first. An allowance of no more than 2,000 (two thousand) kilometres or 30 (thirty) days beyond the stated intervals will be considered subject to the circumstances. This regular service schedule can be completed at any licensed service facility of **your** choosing.
- 2) **SERVICE INVOICE RECORDS** **you** will:
  - iii) Submit **Your** service records via **Our** website by going to; [www.awninsurance.com.au](http://www.awninsurance.com.au). Search for **Your Mechanical Breakdown Insurance**, and submit **Your** service details; or
  - iv) Post the relevant service coupon attached to this **Mechanical Breakdown Insurance** 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 receive invoices or other satisfactory evidence detailing the service history of the **Asset**.
- 3) **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 Insurance.**

## 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 Insurance**.
- 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 Certification of Cover. 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 Insurance**). A claim will only be considered where repair of a **Covered Component** is approved by **Us** under this **Mechanical Breakdown Insurance** and costs will be reimbursed to **You** on submission of paid tax invoices or receipts, received and approved by **Us**.
- 3) The Certification of Cover will also specify the **Aggregate Limit**, which is the total amount that can be claimed during the period of this **Mechanical Breakdown Insurance**.
- 4) 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 **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 evidences 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 Insurance** 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 Insurance** will become void and **Your** rights to Claim will be forfeited in respect of any present and future claims (applicable if the **Asset** has odometer fitted at time of manufacturer).

## 8. COOLING OFF PERIOD

**You** may cancel this **Product** for any reason within 28 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 Insurance**. If **We** fail to comply with **Our** obligations, **You** may be entitled to a remedy including cancellation of this **Mechanical Breakdown Insurance** and/or a refund. Cancellation requests must be made in writing at the address of P.O. Box 4301, LOGANHOLME, QLD, 4129. If **We** agree to cancel this **Mechanical Breakdown Insurance**, 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 Insurance** if:

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

## 10. TRANSFER

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

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

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

Apply for and submit **your** transfer of **Mechanical Breakdown Insurance** application via **AWN's** website: [www.awninsurance.com.au](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. 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 necessary for **Us** to issue the **Product**.

**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 Certification of Cover.

### 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 of any benefit **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 void the **Product**.

## 13. 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 **Product**. Please refer to the 'Limits of Liability' section in this document (Section 6 Page 7).

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

## 14. HOW TO MAKE A CLAIM

- 1) Read the full terms of this **Product** carefully to ensure **Your** Claim is covered by the **Mechanical Breakdown Insurance**.
- 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 **Product** Number, registration number and current odometer reading of the **Asset**.
- 4) 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.
- 5) Upon receipt of the required 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 work.
  - 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 **Asset** to a better condition than the condition prior to the Claim.
  - iii) Failure by **You** to pay for any work not included in the Claim may render this **Mechanical Breakdown Insurance** 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 coverage or if the call is of a service nature then this cost shall be **Your** responsibility.
  - v) 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.

## 15. 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 Insurance**.

The ACL protects consumers by automatically giving them basic, guaranteed rights for goods they purchase ("Consumer Guarantees") at no charge. For example, the ACL requires that, taking account of the nature of goods, the price, any representations made by the supplier or manufacturer and other relevant circumstances, the goods must be free of defects, do what they are meant to do, be safe, durable and acceptable in appearance and finish, be fit for any particular purpose that the consumer makes known, and comply with any description given or any demonstration model used.



In the event of a breach of a Consumer Guarantee where there is a major failure of the goods, consumers are entitled to reject the goods and choose a replacement or refund and claim compensation for any reasonably foreseeable loss or damage suffered by consumers as a result of the failure. Where the failure does not amount to a major failure, consumers are entitled to have the supplier repair or replace the goods (at the supplier's choice). Whether a specific failure breaches a Consumer Guarantee and a consumer is entitled to a remedy under the ACL will depend on the circumstances.

Consumer Guarantees have no set time limit but generally last for an amount of time that is reasonable to expect in the circumstances, given factors including the age, cost and quality of the goods, the use made of the goods or any representation made by the supplier or manufacturer. Consumer Guarantees may continue even at the expiry of the Manufacturer's Warranty Breakdown Insurance for the goods or this **Mechanical Breakdown Insurance**. The exact amount of time that Consumer Guarantees last in the case of a specific purchase varies depending on the circumstances.

Assets may also have an additional **Statutory Warranty**. The provisions of such warranties varies 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 INSURANCE 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 Insurance**, they are;

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

## **16. GENERAL INSURANCE CODE OF PRACTICE**

Lloyd's Australia has adopted the General Insurance Code of Practice, and **AWN** adheres to its requirements. The purpose of the Code is to raise and maintain high standards of practice and service in the general insurance industry.

**We** support the standards set out in the Code.

**You** can obtain more information on the Code of Practice and how it assists **You** by contacting **Us** or visiting [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

## **17. 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:

#### **Internal Dispute Resolution Committee,**

AWN Insurance,

PO Box 4301, Loganholme, Qld, 4129

Phone: (07) 3802 5577.

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

#### **LLOYD'S GENERAL REPRESENTATIVE AUSTRALIA,**

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

Phone: (02) 8298 0783, or

Email: [idaustralia@lloyds.com](mailto:idaustralia@lloyds.com).

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

#### **AFCA Contact Details**

by phone on 1800 931 678 (free call)

by post: GPO Box 3, Melbourne VIC 3001

by emailing them at: [info@afca.org.au](mailto:info@afca.org.au)

On the web: [www.afca.org.au](http://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.

## 18. LEGAL AND REGULATORY INFORMATION

### INSURER'S LIABILITY

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

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

The law & legal proceedings applicable to this **Mechanical Breakdown Insurance**

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

### DISPUTES JURISDICTION AND NOTICES

The Underwriters accepting this Insurance agree that:

- 1) If a dispute arises under this **Mechanical Breakdown Insurance**, this **Mechanical Breakdown Insurance** will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- 2) Any summons notice or process to be served upon the Underwriters may be served upon:
  - Lloyd's Underwriters' General Representative in Australia,
  - Level 9, 1 O'Connell Street
  - Sydney NSW 2000
  - who has authority to accept service and to appear on the Underwriters' behalf;
- 3) If a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Australian Court or any competent Appellate Court.

### SANCTIONS

**We** will not provide any benefit under this **Product** 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 international law or regulation.