

LMB

Mechanical Breakdown Insurance

Product Disclosure Statement and Financial Services Guide



AWN 
INSURANCE

Coverholder at **LLOYD'S**

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

SECTION 1: WELCOME

Welcome to **Your Mechanical Breakdown Insurance Policy**.

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

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

Please carefully read this **Mechanical Breakdown Insurance Policy** for the full Terms and Conditions.

1.1 LANGUAGE

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

1.2 GENERAL ADVICE WARNING

Any financial product advice given to **You** by the **Selling Agent** or their representative is general advice only, limited to this **Mechanical Breakdown Insurance** Policy, and does not take into account **Your** personal objectives, needs or financial circumstances. Please read the Product Disclosure Statement to consider whether the product is appropriate for **Your** personal objectives, needs or financial circumstances before entering into the **Policy**.

1.3 ABOUT THIS PRODUCT DISCLOSURE STATEMENT

This Product Disclosure Statement (PDS) contains information designed to help **You** make an informed decision about whether to purchase the **Policy**. This PDS was prepared on the 1st of July 2021. Certain words have special meanings which are explained in Section 3.1 'Definitions' of the **Policy** Terms and Conditions.

1.4 ABOUT AWN AND THE INSURER

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

The **Insurer** can be contacted:

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

Suite 1603, Level 16, 1 Macquarie Place, Sydney NSW 2000

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

Post: PO Box 4301, Loganholme QLD 4129

Phone: (07) 3802 5577

Web: www.awninsurance.com.au

1.5 SELLING AGENT

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

1.6 BENEFITS OF THE POLICY

This **Product** will benefit **You** should a mechanical breakdown occur, and that mechanical breakdown is caused by a defect, failure or fault of a **Covered Component** under the terms of this **Policy**. 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** entered into. Terms of coverage and limits of liability are set out in the following pages.

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

The coverage provided by this **Product** saves **You** the cost of repairs should a mechanical breakdown of a **Covered Component** occur. Further, **AWN's** experience, knowledge and expertise allows **AWN** to direct **Your Motorbike** 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 or to the **Total Benefit Limit**.

1.7 COST OF THE MECHANICAL BREAKDOWN INSURANCE

The cost of the **Mechanical Breakdown Insurance** is dependent on the level of coverage **You** select. In addition to the **Premium**, **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** and amount of these taxes and/or charges will be shown on **Your** application. 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.

Administration charges may also apply if **You** select to pay by instalments option.

1.8 PAY BY INSTALMENTS

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

The following 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**.
- If **You** have an authorised **Claim** during the pay by instalment term, **We** will deduct any outstanding instalments from the **Claim** amount **We** authorise.

1.9 DOCUMENT REPLACEMENT

In the event **You** lose or are unable to locate **Your Policy** documentation, **You** may apply for a replacement copy. A fee of \$33.00 will be payable to **Us** for this service. No fee will be charged if it is sent by email to **You**.

1.10 TRANSFER

This **Mechanical Breakdown Insurance** cannot be transferred to another **Motorbike** or another **Selling Agent**.

If **You** are not in breach of the terms of this **Mechanical Breakdown Insurance Policy** **You** may transfer the benefits of this **Mechanical Breakdown Insurance** to a new owner of the **Motorbike**. As a prerequisite to transferring the **Policy** **We** will require:

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

Apply for and submit **Your** transfer of the **Policy** by application via **AWN's** website www.awninsurance.com.au

1.11 ADDITIONAL INFORMATION AND CONFIRMATION OF TRANSACTIONS

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

1.12 UPDATING THE PDS

We may need to update this PDS from time to time if certain changes occur when required and permitted by law. **We** will issue **You** with a new PDS or a supplementary PDS or another compliant document to update the relevant information except in limited cases, such as, where the information is not something that would affect **You** negatively, where **We** may issue **You** with notice of this information in other forms or keep an internal record of such changes. **You** can get a paper copy of the PDS free of charge by contacting **AWN** using **Our** details provided in this document.

SECTION 2: SIGNIFICANT CHARACTERISTICS OF THIS POLICY

Significant characteristics of this **Mechanical Breakdown Insurance** are contained in the table below. Please read it carefully.

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

2.1 COVERED COMPONENTS

REPAIRING OR REPLACING COVERED COMPONENTS OF YOUR MOTORBIKE

You are covered against the failure of the **Covered Components** that would have been covered by the original Manufacturer's Warranty if it had not expired.

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

2.2 ADDITIONAL BENEFITS

CUSTOMER CARE PACKAGE

Where **We** approve a **Claim** in relation to a **Covered Component**, **We** will provide the following **Additional Benefits** at this Section 2.2 where expenses are incurred, by reason of that **Claim**. **Our** Customer Care Package runs for the term of the **Policy**. Refer to Section 3.7 'Limits of Liability'.

TOWING ASSISTANCE

Benefit Limit: Up to \$100.00 per Claim - Reimbursement up to the **Benefit Limit** for towing charges in the event of an authorised **Claim** where **Your Motorbike** is unable to be quickly mechanically repaired where it is located or safely driven to an **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 400 km's from **Your** registered residence and the covered breakdown takes 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 400 km's from **Your** registered residence and the covered breakdown takes more than 48 hours.

QUALITY GUARANTEE

All repairs to **Covered Components** authorised by **Us** prior to the commencement of work will be covered by this **Policy** for the remaining period of cover. **You** may also have the additional benefit of consumer guarantees under the **Australian Consumer Law** in relation to the repairs and any replacement components.

2.3 EXCLUSIONS

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

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

SECTION 3: TERMS AND CONDITIONS

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

3.1 DEFINITIONS

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

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

Application Date means the date the completed application for a **Policy** was submitted to **AWN** as specified in the **Policy Schedule**.

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

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

Authorisation Number means the unique number issued by AWN's claims department to an Approved Repairer after receiving the **Approved Repairer's** quote authorising the repairs.

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

Benefit Limit means the monetary limit for each authorised **Claim** under this **Mechanical Breakdown Insurance** indicated on the **Policy Schedule**, and also as set out in Sections 2.2 'Additional Benefits' and 3.7 'Limits of Liability' of this document.

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

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

Market Value means the reasonable pre-mechanical-failure retail value of **Your Motorbike**. We will use industry/trade guides or independent assessors to determine this amount at the time **We** assess **Your Claim**, having regard to the age and condition of **Your Motorbike** (excluding any modifications, aftermarket accessories, any interest fees and charges, insurances and government taxes).

Mechanical Breakdown Insurance means the coverage provided by this **Product**.

Motorbike means the motorbike identified and specified on the **Policy Schedule**.

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

Pre-Activated Fault means any fault occurring prior to the commencement of this **Policy**.

Pre-Existing Fault means a fault with a Covered Component of the **Motorbike**, whether known or unknown to **You**, which existed, or where in the opinion of an expert repairer it may reasonably be assumed to have existed, prior to the **Application Date**.

Premium means the amount paid or payable for this **Policy**.

Product/Policy means this insurance contract.

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

Selling Agent means an individual or company appointed by **AWN Insurance** as an Authorised Representative.

Selling Agent's 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 **Motorbike** (where applicable).

Total Benefit Limit means the total monetary limit for all valid **Claims** under this **Policy** specified on the **Policy Schedule**, and also as explained in 'Limits of Liability' of this 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 **Policy**.

3.2 PERIOD OF COVER

This **Policy** commences on the latest of the following dates:

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

This **Policy** will cease on the sooner of:

- The Expiry Date on the **Policy Schedule**; or
- When the **Total Benefit Limit** has been reached; or
- When the **Policy** is validly cancelled by **You** in accordance with Section 3.9 'Cooling-Off Period' or Section 3.10 'Cancellation'.

3.3 PRE-CONDITIONS

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

- The **Product** is purchased by an authorised **Selling Agent**; and
- At the commencement of **Your Policy**, the **Motorbike** is in good mechanical condition, with no **Pre-Existing Faults**. Failure to disclose any **Pre-Existing Faults** may void this **Policy**; and
- The **Motorbike** is currently registered as required by State and Territory law; and
- The **Motorbike** when purchased has or is eligible for a current Certificate of Roadworthiness or Safety Inspection report; and
- The **Premium** (if it has not been agreed that the **Premium** is payable by instalments) and the completed and signed application has been received and approved by **AWN** within 21 days from the **Application Date**.

3.4 OUR OBLIGATIONS

- **AWN** will process **Your** application within 5 business days of receipt and either accept or decline cover under this **Product**.
- If **AWN** does not receive payment of **Premium** within 21 days of the **Application Date**, the **Policy** will be considered never to have commenced and **AWN** will advise **You** of the declined coverage unless it has been agreed the **Premium** is payable by instalments.
- Provided cover is granted, **We** will pay for the repairs or replacement of **Covered Components** causing the mechanical breakdown always considering that the **Motorbike** purchased is a used **Motorbike**. If a **Covered Component** requires replacement, **We** may replace it with a reconditioned or similar suitable component.
- **You** should advise **Your** repairer that any repairs **We** agree to pay for must be undertaken by an **Approved Repairer** at a price acceptable to **AWN**. **Your** repairer will know if they are approved by **Us**, otherwise, they can call **AWN** to confirm.
- The monetary limits of **Our** obligations are set out in the **Total Benefit Limit** and **Benefit Limit** specified on the **Policy Schedule**.

3.5 YOUR OBLIGATIONS

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

SERVICE REQUIREMENTS

Motorbike

You must maintain a regular service schedule for the **Motorbike** in accordance with the manufacturer's specifications but at intervals not to exceed 8,000 kilometres or 12 months, whichever occurs first. An allowance of no more than 2,000 kilometres or 30 days beyond the stated intervals will be considered subject to the circumstances. This regular service schedule can be completed at any licensed motorbike service facility of **Your** choosing.

SERVICE INVOICE RECORDS

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

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

MINIMISE DAMAGE

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

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

3.6 ASSESSMENT AND AUTHORISATION

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

3.7 LIMITS OF LIABILITY

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

3.8 MISCELLANEOUS

- This is a **Policy** for used **Motorbikes**, therefore a part may be worn but still quite safe and serviceable.
- **We** will not be liable or responsible for any damage occurring if the **Motorbike** is stolen, left unattended or being towed.
- **We** will not be held responsible for any delays in repair due to a lack of supply of parts or any materials needed to complete any work.
- At all times the odometer must work. If the odometer has been tampered with, made inoperative or altered, or should any false statement be made by **You** or any person acting on **Your** behalf or otherwise, with **Your** knowledge, in support of any claim, then this **Policy** will be cancelled and **Your** rights to a **Claim** shall be forfeited in respect of all past, present and future claims.

3.9 COOLING-OFF PERIOD

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

3.10 CANCELLATION

We are required by law to provide certain guarantees in providing **Our Mechanical Breakdown Insurance Claims** service. If **We** fail to comply with **Our** obligations, **You** may be entitled to a remedy including cancellation of this **Policy** 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 **Policy**, any refund calculation will be on a pro-rata basis for the unexpired portion of the **Policy** less any authorised or paid **Claims** and administration fee.

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

We may cancel the **Policy** if:

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

3.11 MAKING A CLAIM

- Read the full terms of this **Product** carefully to ensure **Your Claim** is covered by the **Policy**.
- Telephone, write or lodge online. Contact details are:
 - AWN Insurance**
PO Box 4301, Loganholme, Qld 4129
 - Web:** lodge online 24/7 at www.awninsurance.com.au
 - Phone:** 07 3802 5577
 - Email:** claims@awninsurance.com.au
 - Office Hours:** Monday to Friday 8:15 am to 5:15 pm (AEST)
- Quote the **Product** number, registration number and current odometer reading of the **Motorbike**.
- Explain fully the nature of the **Claim** remembering that **You** are required to disclose to **Us** all information that 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 repairs.
- 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 **Motorbike** to a better condition than the condition prior to the failure.
- **You** are to pay for any work not included in this **Claim**.
- 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 Motorbike** that is not claim related, just call **Our** claims department and **We** can still assist **You** through **Our** network of **Approved Repairers** Australia-Wide.

3.12 IF YOU DON'T TELL US SOMETHING

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

3.13 PRIVACY NOTICE AND CONSENT

Unless the context otherwise provides, in this section '**We**', '**Our**' or '**Us**' means the Underwriters and **AWN Insurance**.

Personal information is essentially any information or an opinion about an identified individual, or an individual who is reasonably identifiable. See the Privacy Act 1988 (the **Privacy Act**) for full details of what constitutes personal information. This privacy notice details how **We** collect, disclose and handle personal information.

3.14 WHY WE COLLECT YOUR PERSONAL INFORMATION

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

- Identify **You** and conduct necessary checks; and
- Determine what service or Products **We** can provide to **You** e.g. offer **Our** insurance **Products**; and
- Issue, manage and administer services and **Products** provided to **You** or others, including **Claims** investigation, handling and settlement; and
- Improve **Our** services and **Products**, e.g. training and development of **Our** representatives, **Product** and service research and data analysis and business strategy development.

3.15 WHAT HAPPENS IF YOU DON'T GIVE US YOUR PERSONAL INFORMATION

If **You** choose not to provide **Us** with the information **We** have requested, **We** may not be able to provide **You** with **Our** services or **Products** or properly manage and administer services and **Products** provided to **You** or others.

3.16 HOW WE COLLECT YOUR PERSONAL INFORMATION

Collection can take place through websites (from data input directly or through cookies and other web analytic tools), email, by telephone or in writing.

We collect it directly from **You** unless **You** have consented to collection from someone other than **You**, it is unreasonable or impracticable for **Us** to do so or the law permits **Us** to. If **You** provide **Us** with personal information about another person **You** must only do so with their consent and agree to make them aware of this privacy notice.

3.17 WHO WE DISCLOSE YOUR PERSONAL INFORMATION TO

We share **Your** personal information with third parties for the collection purposes noted above.

The third parties include: **Our** related companies and **Our** representatives who provide services for **Us**, other Insurers and reinsurers, Lloyd's, **Our** claim management partner(s), **Selling Agents**, **Our** legal, accounting and other professional advisers, data warehouses and consultants, investigators, loss assessors and adjusters, other parties **We** may be able to claim or recover against, and anyone either of **Us** appoints to review and handle complaints or disputes and any other parties where permitted or required by law.

We may need to disclose information to persons located overseas who will most likely be located in the United Kingdom, South Africa, Asia-Pacific and the USA. Who they are may change from time to time. **You** can contact **Us** for details or refer to **Our** Privacy **Policy** available on **Our** website. In some cases, **We** may not be able to take reasonable steps to ensure they do not breach the Privacy Act and they may not be subject to the same level of protection or obligations that are offered by the Privacy Act. By proceeding to acquire **Our** services and **Products** **You** agree that **You** cannot seek redress under the Privacy Act or against **Us** (to the extent permitted by law) and may not be able to seek redress overseas.

3.18 MORE INFORMATION, ACCESS, CORRECTION OR COMPLAINTS

For more information about **Our** privacy practices including how **We** collect, use or disclose information, how to access or seek correction to **Your** information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to **AWN's** Privacy Policy. It is available at www.awninsurance.com.au or by contacting **AWN** on (07) 3802 5577 EST 9 am - 5 pm, Monday-Friday.

3.19 YOUR CHOICES

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

3.20 TAXATION INFORMATION

Premiums are subject to Goods and Services Tax (GST) and Stamp Duty imposed by Commonwealth and State Governments. GST will also affect any **Claim** **You** make under the **Policy**. Please refer to the 'Goods and Services Tax' Section 3.21 of the **Policy** below. Generally, **Your** **Premiums** are not tax-deductible and **Claims** payments are not assessable income for tax purposes unless **You** purchase **Your** **Policy** for business purposes. This taxation information is a general statement only. **You** should seek professional taxation advice for information about **Your** personal circumstances.

3.21 GOODS AND SERVICES TAX (GST)

Any **Claim** payments made under the **Policy** will be based on GST inclusive costs, up to the relevant maximum amount that **We** pay. However, if **You** are or would be entitled to claim any input tax credit for any of the things covered, **We** will reduce any **Claim** under the **Policy** by the amount of such input tax credit. **You** must advise **Us** of **Your** correct input tax credit percentage where **You** are registered for GST.

You are liable to **Us** for any GST liability **We** incur arising from **Your** incorrect advice or inaction.

3.22 OTHER INSURANCE

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

3.23 FRAUDULENT CLAIMS OR MISLEADING INFORMATION

We take a robust approach to fraud prevention in order to keep **Premium** rates down so that **You** do not have to pay for another person's dishonesty. If any **Claim** under this insurance is deliberately fraudulent, exaggerated, or is intended to mislead, or if any deliberately misleading or fraudulent means are used by **You** or anyone acting on **Your** behalf to obtain a benefit under this insurance, **Your** right to any benefit under this insurance will end, **Your** **Policy** will be cancelled without any **Premium** refund and **We** will be entitled to recover any benefit paid and costs incurred as a result of any such deliberately fraudulent or misleading **Claim**. **We** may also inform the police.

3.24 SUMMARY OF RIGHTS AND REMEDIES UNDER THE ACL

The protection afforded to **You** under this **Product** is in addition to and does not substitute for, or reduce 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** may also need to **Claim** under **Your** **Policy** when not covered by the **ACL**.

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

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

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

Motorbikes 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 with the **ACL**.

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

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

When **You** purchase this **Product** **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 efficiently managed for **You** by **AWN** and work undertaken by one of **Our Approved Repairer**.

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

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

3.26 COMPLAINTS RESOLUTION

COMPLAINTS ABOUT POLICY AND CLAIM ADMINISTRATION MATTERS

This Insurance is subject to the provisions of the Insurance Council of Australia's General Insurance Code of Practice. For more information see www.codeofpractice.com.au

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure.

Please contact AWN Insurance in the first instance:

Internal Dispute Resolution Officer - AWN Insurance

Email: idr@awninsurance.com.au

Phone: (07) 3802 5577

Post: PO Box 4301, Loganholme QLD 4129

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited

Email: ldraustralia@lloyds.com

Phone: (02) 8298 0783

Post: Suite 1603, Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA) at any time, and if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint:

AFCA can be contacted as follows:

Email: info@afca.org.au

Phone: 1800 931 678

Post: GPO Box 3 Melbourne VIC 3001

Your complaint must be referred to AFCA within 2 years of the final decision. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or provided with other options.

The Underwriters accepting this Insurance agree that:

- i. if a dispute arises under this Insurance, this 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;
- ii. any summons notice or process to be served upon the Underwriters may be served upon:
Lloyd's Underwriters' General Representative in Australia
Suite 1603, Level 16, 1 Macquarie Place, Sydney NSW 2000
who has authority to accept service on the Underwriters' behalf;
- iii. if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this **Policy IMMEDIATE NOTICE** should be given to:

National Claims Manager - AWN Insurance	
Email: claims@awninsurance.com.au	Phone: (07) 3802 5577
Post: PO Box 4301, Loganholme QLD 4129	

3.27 SOME LEGAL AND REGULATORY INFORMATION

INSURER LIABILITY

This **Policy** is underwritten 100% by 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

GOVERNING LAW

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

SANCTIONS

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

Financial Services Guide

Date of Issue:

Authorised Representative Details

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

ABN:

ADDRESS:

AR NUMBER:

PHONE:

Third Party Introducer (TPI) Details (if applicable)

TPI:

ABN:

ADDRESS:

PHONE:

WHAT IS THE PURPOSE OF THIS DOCUMENT?

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

THIS FSG CONTAINS INFORMATION ABOUT:

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

WHAT DOCUMENTS WILL YOU RECEIVE?

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

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

HOW YOU CAN PROVIDE INSTRUCTION TO US

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

ABOUT US AND OUR SERVICES

We are an Authorised Representative of the following Authorised Licensee:

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

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

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

Phone: (07) 3802 5577 | **Fax:** (07) 3806 1505

Email: claims@awninsurance.com.au

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

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

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

Products:

- Mechanical Breakdown Insurance
- Asset Protection Insurance

HOW ARE WE REMUNERATED?

Authorised Representatives

We receive a commission from AWN when We arrange Your Products. The amount is calculated as a percentage of the Premium (excluding taxes and statutory charges) and is included in the Premium quoted to You. Depending on the retail price elected by Us, this may vary between 0% and 30% of the Premium.

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

Third Party Introducer (if applicable and noted above)

The TPI receives from AWN in the form of an agreed fee, an amount to complete relevant duties as agreed by AWN and the TPI. These fees are included in the Premium quoted to You.

If you require more detailed information about the remuneration that is received, please contact AWN within a reasonable time after the FSG is provided to you and before the financial service is provided to You.

Authorising Licensee

AWN is paid a commission by the Underwriter when You are issued with a Product. The commission is included in the premium charged by the Authorised Representative. AWN's employees are paid an annual salary and may be paid a bonus based on performance criteria. If you require more detailed information about the remuneration that is received please contact AWN within a reasonable time after the FSG is provided to you and before the financial service is provided to You.

WHAT SHOULD YOU DO IF YOU HAVE A COMPLAINT?

Complaints about policy & claim administration matters

If You wish to make a complaint about service matters such as general administration of Your policy, or about a claim, the first thing You should do is contact AWN, and Your complaint will be referred to their Internal Dispute Resolution Committee (IDRC) to review the dispute at no cost to You. If our review takes more than 10 business days, we will provide you with regular updates and, depending on the outcome, may engage Lloyd's to conduct a further review before you receive a final decision.

Please address all complaints to:

Mail: Internal Dispute Resolution Committee, AWN, PO Box 4301, Loganholme, QLD, 4129

Phone: (07) 3802 5577

Email: idr@awninsurance.com.au

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

PROFESSIONAL INDEMNITY INSURANCE OF LICENSEE

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