

# Motorbike Care Elite Mechanical Breakdown Insurance

Sample Product Disclosure Statement and Policy Document

## 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 listed under Section 2.2 'Significant Characteristics of this Policy'.

When You purchase this Mechanical Breakdown Insurance, You benefit from having 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 October 2021. Certain words have special meanings which are explained in Section 1.15 '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](http://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 Agents 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 2.8 '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 allow 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 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@theclaimshub.com.au](mailto:claims@theclaimshub.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 2.13).

## 1.9 QUALITY GUARANTEE

All repairs to Covered Components authorised by Us prior to the commencement of work will also be covered by this Policy for the remaining period of cover under this Policy. You may also have the additional benefit of consumer guarantees under the Australian Consumer Law in relation to the quality of the repairs and any replacement components. Please tell Us if You are not satisfied with the authorised repairs.

## 1.10 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.
- If You transfer the Policy to a new owner throughout the term of the Instalment Plan, the balance of the Instalment Plan must be paid in full before the Policy can be transferred (see Section 1.12 for all other Transfer details).
- If You fail to make a payment or repayment of the Instalment Plan in full by the due date the provider may, at its absolute discretion, charge a late fee proportionate to the additional fees and administrative duties applicable to the transaction.

## 1.11 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.

## 1.12 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 is 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](http://www.awninsurance.com.au)

## 1.13 ADDITIONAL INFORMATION AND CONFIRMATION OF TRANSACTIONS

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

## 1.14 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.

## 1.15 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 2.3 'Additional Benefits' and 2.10 '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 2.2 and 2.3) on Significant Characteristics of this Policy as being covered under Your Mechanical Breakdown Insurance.

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

**Market Value** means the invoiced value of Your Motorbike at the time of purchase (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 covered 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.

**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.

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

**Pre-Existing or Known Fault** means a mechanical fault with a Covered Component of the Motorbike, reasonably determined on inspection by an Approved Repairer to have occurred or existed, and which You knew, or ought reasonably to have known existed, or where in the opinion of an independent repairer it may reasonably be assumed to have occurred or existed, prior to the Application Date and is not the direct consequence of or result from a known manufacturing fault.

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

**Product/Policy** means this insurance contract.

**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.

## SECTION 2: 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.

### 2.1 ELIGIBILITY

This Mechanical Breakdown Insurance is available for certain makes and models (please note that not all makes and models are eligible, the Selling Agent will advise whether the make and model are eligible). For eligible makes and models, the Motorbike:

- Has not been modified from the manufacturer specification which would have any effect on the Covered Components; and
- Is registered in Australia.

We will not authorise or pay a Claim or may reduce the overall Benefit Limit payable if Your Motorbike is:

- Used in competitions, rallies, racing, pacemaking, reliability trials, speed or hill climbing, or any other type of motor racing or competitive activity;
- Carrying and/or towing loads above the gross combination weight of the trailer and Your Motorbike, as specified by the manufacturer's logbook recommendations;
- A rental vehicle;
- Carrying passengers for hire or reward;
- Used for the purposes of:
  - Deliveries or as a courier vehicle;
  - Police or emergency services activities;
  - Driver instruction or tuition for reward; or
  - Mining and or excavation activities.
- Determined reasonably to be un-roadworthy or unregistered;
- Being used outside of Australia at the time of the event resulting in a Claim under this Policy.

### 2.2 MECHANICAL BREAKDOWN INSURANCE COVER

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.

#### COVERED COMPONENTS

<b>Covered Components</b>	You are covered against the failure of the mechanical Covered Components that would have been covered by the original Manufacturer's Warranty if it had not expired. Please see Section 2.4 "Exclusions" for a comprehensive description of components not covered.
<b>Benefit Limit</b>	You are covered up to the Benefit Limit recorded on the Product Schedule.
<b>Total Benefit Limit</b>	The Total Benefit Limit payable (including Customer Care Package) is up to the Market Value of the Motorbike for the term of the Policy.

### 2.3 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 2.3 where expenses are incurred, by reason of that Claim. Our Customer Care Package runs for the term of the Policy. Refer to Section 2.10 '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.

## 2.4 EXCLUSIONS

The following are not covered under this Policy:

- Damage to the Covered Components as a result of:
  - Overheating or failure to properly maintain coolants and lubricants;
  - Impact or a road traffic accident;
  - Modifications to the Motorbike outside of manufacturer's logbook recommendations;
  - Non-manufacturer fitted parts, which have not been fitted to the Australian Design Rules;
  - Not being maintained in accordance with the appropriate service requirements of this Product (See Section 2.7, Your Obligations);
  - Misuse, neglect, abuse or inappropriate servicing or any repairs required as a result of continued operation of the Motorbike once a defect or fault has occurred;
  - Failure to maintain recommended levels or use of incorrect types and grades of fuel, oil, coolants or lubricants or use of any contaminated fuel, oil, coolants or lubricants;
  - Corrosion, rust, fire, illegal use (including damage as a result of the theft of the Motorbike), malicious damage, impact, accident, earthquake, flood or other occurrences of nature, riot or civil commotion, war, terrorism, invasion, strikes or resulting from nuclear fission, fusion or radioactivity;
  - The Motorbike is fitted with an LPG unit other than a unit supplied, fitted and endorsed or approved by the manufacturer's logbook recommendations; or
  - Deterioration due to Normal Wear and Tear or the gradual reduction in operating performance of the Motorbike or any Covered Component; (refer to the definition of Normal Wear and Tear); or
  - CV joints or any shafts where the dust boot is damaged.
- Any Pre-Existing or Known Faults existing prior to the commencement of cover or which can be reasonably determined to have arisen or occurred during the Manufacturer's Warranty and/or the Selling Agents Statutory Warranty period for the Motorbike;
- Any repairs or mechanical failures where We have not been provided with a reasonable opportunity to assess the damage/fault for the purpose of determining that the repair/replacement was required to remedy a fault or reduce the likelihood of the mechanical failure;
- Tyres or wheels (unless covered elsewhere in the Product), batteries, mechanical adjustments, exhaust system components, replacement or other servicing (including items scheduled as routine servicing in accordance with the manufacturer's logbook recommendations for Your selected Motorbike) which in the judgement of the manufacturer are made or should be made as part of appropriate servicing or maintenance;
- Any Covered Components or parts subject to recall by the manufacturer, component parts or design elements which are found to have been an inherent design fault, including parts subject to:
  - An Australian Competition and Consumer Commission (ACCC) recall;
  - A manufacturer recall; or
  - Any notice of faults issued by the manufacturer;
- Noisy parts or components, in the absence of their mechanical failure;
- Any tapping's, threads, fixings and/or fastening devices or repairs as a result of these components not being fitted correctly or in accordance with manufacturer's logbook recommendations;
- Interior trim components, including but not limited to seats, seat belts (excluding mechanical and electrical components), storage compartments, cup holders, ashtrays, components made of glass and/or decorative fascia components;
- Paintwork, panel and bodywork and all related Motorbike components, including but not limited to, lamps and lamp units, weather-strips and seals, components made of glass, and/or any exterior trim or decorative components;
- Any consequential financial or non-financial loss, damage or liability of any kind incurred as a result of the incident giving rise to a Claim, except unavoidable mechanical damage caused by the failure of a Covered Component.
- Subsequent mechanical failure or damage to other components caused by the failure of the Covered Component where You continue to operate Your Motorbike, except where:
  - You could not have reasonably prevented the subsequent mechanical damage; or
  - You could have prevented the subsequent mechanical damage and took the steps which a reasonable person in the circumstances would have taken to prevent it.

- Costs, loss, liability or damage associated with or related to:
  - any hacking event including any loss, damage, liability, cost or expense caused by or associated in any way with malicious or non-malicious use of any computer application, process, software, code or programme, including computer virus, malware, ransomware (or any other computer-related hoax, scam, data breach or other unauthorised access to a computer system of any kind).
  - Software modifications, upgrades/updates, unless connected to the replacement of a Covered Component;
  - Improving or reconditioning the Motorbike or parts to a condition superior to that at the time of purchase or contrary to the manufacturer's logbook recommendations; or
  - Any damage due to misuse, fire, accident, theft, police incident, submersion in water, neglect, rust, excessive loading or towing without suitable equipment or any use or modification other than in accordance with the manufacturer's logbook recommendations.
- Costs associated with or related to diagnosing, dismantling and reassembling the Motorbike, or consumables lost or required to be replaced unless accepted as part of an authorised Claim.

## 2.5 PERIOD OF COVER

This Policy will commence on the latest of the following dates:

- the Cover Commencement Date as noted on the Policy Details on the Application Page; or
- the expiry of any Manufacturer's Warranty or Selling Agent's Statutory Warranty, if applicable.
- If no manufacturer warranty or Selling Agent Statutory Warranty exists, upon the expiry of 90 days after the Policy Schedule is issued to You, or when the Motor Vehicle has travelled 5,000 km's since the date of purchase, whichever occurs first.

This Policy will cease on the sooner of:

1. The date selected by You as the Policy expiry date listed on the Policy Schedule; or
2. When the Total Benefit Limit of the Policy has been reached; or
3. In the event You fail to comply with the Policy service requirements; or
4. When the Policy is cancelled by You in accordance with the Cooling Off Period (Section 1.8)

## 2.6 PRE-CONDITIONS

It is a precondition of this Policy that:

1. The Product is purchased by an authorised Selling Agent; and
2. At the commencement of Your Policy, the Motorbike is in good mechanical condition, with no Pre-Existing or Known Faults. Failure to disclose any Pre-Existing or Known Faults may void this Policy; and
3. The Motorbike is currently registered as required by State and Territory law; and
4. The Motorbike when purchased has or is eligible for a current Certificate of Roadworthiness or Safety Inspection report; and
5. 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.

## 2.7 OUR OBLIGATIONS

1. AWN will process Your application within 5 business days of receipt and either accept or decline cover under this Product.
2. 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.
3. 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.
4. 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.
5. The monetary limits of Our obligations are set out in the Total Benefit Limit and Benefit Limit specified on the Policy Schedule.

## 2.8 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:

1. Submit Your service records via Our website by going to; [www.awninsurance.com.au](http://www.awninsurance.com.au) search for Your Policy and submit Your service details but no later than at a Claim time; or
2. To post the relevant service coupon attached to this Policy and the Mechanic's Tax Invoice (or legible copy) to AWN, P.O. 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 have invoices or other satisfactory evidence detailing the service history of the Motorbike.

**Minimise Damage:** That 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 damage to a Covered Component is reasonably suspected.

**Coolants and Lubricants:** Must be checked and maintained regularly.

**Road Worthiness:** You must take all reasonable care to maintain the roadworthy condition of the Motorbike.

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

## 2.9 ASSESSMENT AND AUTHORISATION

1. Upon receipt of a Claim, AWN will check whether Your Claim is valid under this Mechanical Breakdown Warranty and that all service requirements have been adhered to; and
2. If so, AWN may ask for the Motorbike to be inspected by one of Our Approved Repairers; and
3. If the Claim is valid, AWN will authorise Our Approved Repairer to repair the Motorbike within the terms of this Policy.
4. Where We need to dismantle Your Motorbike to diagnose for the purpose of assessing Your Claim, We may ask You to contribute if it becomes apparent the Claim is not a successful Claim. In this circumstance We will;
  - i. Ask Your permission to dismantle the Motorbike;
  - ii. Give You an estimated cost of the cost to dismantle and diagnose;
  - iii. Make clear to You that those costs will not be reimbursed if the Claim is rejected.
5. 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.

## 2.10 LIMITS OF LIABILITY

1. 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.
2. 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.
3. 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.
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 Motorbike 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 Motorbike 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.

## 2.11 MAKING A CLAIM

1. Read the full terms of this Product carefully to ensure Your Claim is covered by the Policy.
2. 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](http://www.awninsurance.com.au)  
**Phone:** 07 3802 5577  
**Email:** [claims@theclaimshub.com.au](mailto:claims@theclaimshub.com.au)  
**Office Hours:** Monday to Friday 8:15 am to 5:15 pm (AEST)
3. Quote the Product number, registration number and current odometer reading of the Motorbike.
4. 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.
5. Upon receipt of the required information, We will process and consider Your Claim.

### Additional Requirements:

1. 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.
2. 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.
3. You are to pay for any work not included in this Claim.
4. 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.
5. 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.

## 2.12 MISCELLANEOUS

1. This is a Policy for used Motorbikes, 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 Motorbike is stolen, left unattended or being towed.
3. 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.
4. The odometer must be accurate and maintained in good working order. If at any time 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 become void and Your rights to Claim will be forfeited in respect of any present and future claims (applicable if the Motorbike has an odometer fitted at time of manufacturer). Nothing in this clause prevents you from undertaking, at your own expense, repairs or maintenance to the odometer at a licensed service facility of your choosing in order to maintain it in good working order.

## 2.13 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 'Rule of 78' basis for the unexpired portion of the Product less any authorised or paid Claims.

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.



## SECTION 3: ADDITIONAL INFORMATION

### 3.1 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.

### 3.2 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.

### 3.3 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.

### 3.4 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.

### 3.5 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.

### 3.6 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.

### 3.7 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](http://www.awninsurance.com.au) or by contacting AWN on (07) 3802 5577 EST 9 am - 5 pm, Monday-Friday.

### 3.8 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](mailto:administration@awninsurance.com.au) or by calling Us on (07) 3802 5577.

### 3.9 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 3.10 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.

### 3.10 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.

### 3.11 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.

### 3.12 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 canceled 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.

### 3.13 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.

### 3.14 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.

### 3.15 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](http://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](mailto: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:

<b>Lloyd's Australia Limited</b>	
<b>Email:</b> <a href="mailto:ldraustralia@lloyds.com">ldraustralia@lloyds.com</a>	<b>Phone:</b> (02) 8298 0783
<b>Post:</b> 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:

<b>AFCA can be contacted as follows:</b>	
<b>Email:</b> <a href="mailto:info@afca.org.au">info@afca.org.au</a>	<b>Phone:</b> 1800 931 678
<b>Post:</b> 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:

<b>National Claims Manager - AWN Insurance</b>	
<b>Email:</b> <a href="mailto:claims@theclaimshub.com.au">claims@theclaimshub.com.au</a>	<b>Phone:</b> (07) 3802 5577
<b>Post:</b> PO Box 4301, Loganholme QLD 4129	

## 3.16 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 THE FINANCIAL SERVICES GUIDE?

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 Insurance'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 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

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

**Email:** [claims@theclaimshub.com.au](mailto:claims@theclaimshub.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?

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](mailto: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.