

Auto Auto Australia

Return to Invoice Insurance

Sample Product Disclosure Statement and Product Document



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SECTION 1: WELCOME

Welcome to Your Return to Invoice Insurance Policy.

Return to Invoice Insurance is designed to provide You with protection in the event that Your Motor Vehicle is declared a Total Loss by Your Comprehensive Motor Vehicle Insurer. We will pay You the difference between the Total Loss payout by Your Comprehensive Motor Vehicle Insurer and the Purchased Invoice Price of the Motor Vehicle. If there is an outstanding balance applicable to Your Finance Company, the claimable amount will be directed to them in the first instance.

In addition to the Return to Invoice Insurance cover, there are Additional Cover Benefits provided to assist You to pay the following in the event the Comprehensive Motor Vehicle Insurer replaces Your Motor Vehicle. The Additional Cover Benefit provides coverage for the following:

- Incidental expenses You have incurred due to the Total Loss of Your Motor Vehicle, such as accommodation, car hire, meals and necessary travel; and
- Personal items that were lost, stolen or damaged during the Total Loss event, such as laptops, sunglasses, sports equipment, clothing, GPS equipment and similar items.

There is also a Loyalty Benefit that is payable if, and only if, You purchase a replacement vehicle at the same selling agent You purchased the Motor Vehicle from originally. You do not have to return to the original selling agent to purchase a replacement vehicle but, if You do, You are entitled to the Loyalty Benefit.

The above is only a limited summary so please carefully read this PDS document for the full details of the terms, conditions, limits and exclusions that apply before deciding to purchase the Policy.

1.1 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 August 2023. Certain words have special meanings which are explained in the Definitions, Section 2.1 of the Policy Terms and Conditions.

You must read the Policy documents carefully and ensure that You fully understand the terms of the insurance cover provided under Your Policy, including the interests and amounts insured. If any of these things are not in accordance with Your requirements or You are in doubt as to the meaning or the potential impact of the Policy documents, please contact AWN Insurance for assistance.

Keep Your Policy documents, together with any receipts and other evidence of ownership and value of items insured under Your Policy, in a safe place.

1.2 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.

1.3 CHECK IF THE POLICY IS SUITABLE TO YOU

You need to determine if the Policy is appropriate for Your needs as We, Auto Auto and their representatives do not do this for You. The Policy is more likely to be suitable for people who have a Finance Contract which may not be paid out in full under their

Comprehensive Motor Vehicle Insurance in the event of a Total Loss Claim. It is less likely to be suitable for people with the financial means to self support the purchase of a new motor vehicle in the event of a Total Loss of their existing Motor Vehicle.

1.4 GENERAL ADVICE WARNING

Any financial product advice given to You by Auto Auto/Auto Auto's Representative is general advice only, limited to this insurance Policy only, and does not take into account Your personal needs or financial circumstances.

1.5 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 No. 246469, authorised to provide general financial product advice and deal in general insurance products. This insurance is underwritten by Sovereign Insurance Australia Pty Ltd (Insurer) (ABN 85 138 079 286) who holds AFS Licence No 342516. 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:

Sovereign Insurance Australia Pty Ltd

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

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

1.6 BENEFITS OF THE POLICY

Return to Invoice Insurance is designed to provide You with protection in the event that Your Motor Vehicle is declared a Total Loss by Your Comprehensive Motor Vehicle Insurer. We will pay You the difference between the Total Loss payout by Your Comprehensive Motor Vehicle Insurer and the Purchased Invoice Price of the Motor Vehicle. If there is an outstanding balance applicable to Your Financier, the claimable amount will be directed to them in the first instance.

The Coverage

This insurance is designed to cover You as described below:

If the event giving rise to the Total Loss of Your Motor Vehicle occurs:	This insurance provides the following cover:
Throughout the term of Your Policy	The difference between the Total Loss Valuation and the Purchased Invoice Price of Your Motor Vehicle.

Not everything is covered by the Policy. The above is a limited summary only and not a full description of the coverages. All coverages are subject to terms, conditions, exclusions and limitations that are not listed in the summary. You need to read the Policy Terms and Conditions included in this document to properly understand the coverage provided and its limitations.

In addition, We will pay the relevant:

- "Additional Cover Benefits" amount to You; and
- "Loyalty Benefit" (if You elect this option).

Additional Cover Benefit

In addition to the Return to Invoice Insurance cover, an Additional Cover Benefit is provided to assist You to pay the following in the event the Comprehensive Motor Vehicle Insurer replaces Your Motor Vehicle:

- Incidental expenses You have incurred due to the Total Loss of Your Motor Vehicle, such as accommodation, car hire, meals and necessary travel; and
- Personal items that were lost, stolen or damaged during the Total Loss event, such as laptops, sunglasses, sports equipment, clothing, GPS equipment and similar items.

Additional Coverage	Benefit Limits
All coverages	5% of the Purchased Invoice Price of Your Motor Vehicle.

Loyalty Benefit

The Loyalty Benefit is also payable if, and only if, You purchase a replacement vehicle at the same selling agent You purchased the Motor Vehicle from originally. You do not have to return to the original selling agent to purchase a replacement vehicle but, if You do, You are entitled to the Loyalty Benefit.

Loyalty Benefit	Benefit Limits
All coverages	5% of the Purchased Invoice Price of Your Motor Vehicle.

1.7 COST OF THE POLICY

The cost of the Policy is dependent on the Purchased Invoice Price of the Motor Vehicle. In addition to the Policy Premium price, You also need to pay any applicable Commonwealth and State taxes and/or charges such as Goods and Services Tax (GST) and Stamp Duty. The total Premium price and amount of these taxes and/or charges will be shown on Your Application Page. The total Premium will also be determined by the payment method used by You. If the Premium is financed or if You use a credit card, interest charges will apply but will differ depending on Your financial provider.

Additional charges may apply to Pay by Instalment options.

1.8 PAY BY INSTALMENTS

You can choose to pay Your Premium by instalments to help spread Your payment over time. An administration charge will apply to use these facilities, therefore Your Premium will be more than if You choose to pay by a single payment.

The following additional conditions apply to Pay by Instalments Premium;

- If You are paying by instalments and an instalment remains unpaid for 14 days or more, We may refuse a Claim.
- If an instalment remains unpaid for a period of one month past its due date, We can cancel the Policy (We will take all reasonable steps to contact You in this time).
- If You have an authorised Claim during the Pay by Instalment term, We will deduct any outstanding instalments from the Claim amount We authorise.

1.9 AUTO AUTO

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

1.10 ADDITIONAL INFORMATION AND CONFIRMATION OF TRANSACTIONS

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

1.11 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 other compliant documents 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 free of charge by contacting Australian Warranty Network using Our details provided in this document.

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 DEFINITIONS

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

Auto Auto means the company approved to issue this product by AWN as an approved representative.

Benefit Limit means the benefit amount for the term of the Policy, selected at the time of issuing the Policy that is applicable to the Additional Cover Benefit and the Loyalty Benefit, if optioned.

Claim means a valid Claim authorised in accordance with these Terms and Conditions and approved by AWN.

Comprehensive Motor Vehicle Insurance means a fully comprehensive third-party Fire and Theft Insurance Policy for Your Motor Vehicle to which You are named or eligible to drive.

Comprehensive Motor Vehicle Insurer means the issuer of the Comprehensive Motor Vehicle Insurance policy.

Contributory Negligence means the failure by You to act carefully or thoughtfully and which, in the opinion of a Motor Vehicle Insurer, contributed to the damage to Your Motor Vehicle resulting in a Total Loss. Examples of failing to act carefully or thoughtfully include driving carelessly or driving without using a seatbelt.

Cover Commencement Date means the date this insurance cover commences as shown on Your Policy Schedule.

Early Settlement Amount means the amount required at the date of the Total Loss to settle the element of Your Finance Agreement that relates to the Purchase Price. (N.B. If You borrowed more than the Purchase Price on the Finance Agreement, You would still have an outstanding balance after We have settled Your Claim. For example, You may have borrowed to pay for additional insurance premiums, fuel, paintwork and/or upholstery protection kits, modifications, tow bars and We would not pay any outstanding balance relating to such items).

Finance Agreement means the credit agreement between You and the Finance Company relating to the Purchase Price of Your Motor Vehicle.

Finance Company means an authorised Australian Finance Company You have the Finance Agreement relating to Your Motor Vehicle.

Insurer means Sovereign Insurance Australia Pty Ltd.

Motor Vehicle means the covered Motor Vehicle identified and specified on the Policy Schedule.

Negative Equity means any finance carried over from a previous Motor Vehicle or Finance Agreement.

Policy means Your insurance contract with Us. It includes this PDS, the Policy Schedule and any other document We agree will form part of the terms and conditions of Your Policy, including any endorsements issued by Us. These are important documents and should all be carefully read together and kept in a safe place for future reference.

Policy Schedule means the document that 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.

Policy Term means the period stated on Your Policy Schedule.

Purchased Invoice Price means the invoice price of Your Motor Vehicle at the time of purchase including all on-road costs, stamp duty, registration and compulsory third party. It does not include any additional insurances or warranties, any non-factory options or aftermarket products, any existing debt or Negative Equity or any other costs associated with the purchase of the Motor Vehicle.

Return to Invoice Insurance means this Return to Invoice Insurance Policy.

Salvage Value means any deduction made under Your Comprehensive Motor Vehicle Insurance policy for You to retain the salvage of Your Motor Vehicle.

Third-Party Motor Vehicle Insurer means a company who You or parties acting on Your behalf make a Claim against following a non-fault Motor Vehicle Claim, for the same entitlement as You would benefit from under Your own Motor Vehicle Insurance.

Total Loss means where You have submitted a valid Claim under a Comprehensive Motor Vehicle Insurance policy and the Insurer declares that Your Motor Vehicle is beyond economic repair resulting in a payment being made.

Total Loss Valuation means the value of Your Motor Vehicle at the date of the incident which caused Your Motor Vehicle to be declared a Total Loss. This will exclude any contents or any compensation for third party Claims, personal injury, Motor Vehicle rental charges or any other out of pocket expenses as assessed by the Insurer of the Comprehensive Motor Vehicle Insurance policy.

We, Us, Our means Australian Warranty Network Pty Ltd trading as AWN Insurance, on behalf of Sovereign Insurance Australia Pty Ltd.

You, Your means the insured named in the Policy Schedule.

2.2 IMPORTANT INFORMATION

It is important that:

- You check Your Policy Schedule to ensure the details are correct and that the cover is as You requested;
- You check that You are eligible for this insurance (see Eligibility in Section 2.3);
- You check the information You have given Us is accurate (see Your Duty of Disclosure in Section 2.12);
- You notify Auto Auto as soon as possible of any inaccuracies on Your Policy Schedule, or if You are not eligible for the insurance; and
- You comply with any duties detailed under each section of the Policy Document and under the insurance as a whole.

2.3 ELIGIBILITY

Return to Invoice Insurance cover is available for new and used Motor Vehicles purchased or refinanced within 180 days before the cover start date.

When You applied for this insurance, We asked You to confirm that You were eligible for cover. The eligibility requirements are as follows:

- Your Motor Vehicle must be covered by a Comprehensive Motor Vehicle Insurance policy throughout the Policy Term. Please Note: motor trade insurance policies are excluded.
- You are the registered owner or keeper of Your Motor Vehicle.
- The Motor Vehicle is NOT a motorcycle, motor scooter or moped.
- Your Motor Vehicle has not been declared a Total Loss before the Cover Commencement Date of this Policy.
- The value of Your Motor Vehicle does not exceed \$200,000 at the Cover Commencement Date of this Policy.
- Your Motor Vehicle is under 10 years old at the Policy Cover Commencement Date.
- Your Motor Vehicle is not a commercial Motor Vehicle with a gross Motor Vehicle weight exceeding 3.5 tonnes or used as a taxi's, rental cars, rideshare or any other Motor Vehicle used for transporting goods for hire, fare or reward.
- You have not changed Your Motor Vehicle in any way from the Motor Vehicle's manufacturers specification.
- Your Motor Vehicle is registered in Australia.
- You are a permanent resident in Australia or an Australian registered company.
- A Guaranteed Motor Vehicle Protection (GAP) Insurance Policy is not already in place for Your Motor Vehicle.
- You and any insured person named in the Policy Schedule must be over eighteen (18) years old.
- Other eligibility criteria may apply.

2.4 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 by emailing Us at 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 and You have no intention of making a Claim or have not made a valid Claim, We will refund the premium paid, less any taxes, charges or duties which We cannot recover from other sources. After the cooling-off period ends You still may have cancellation rights.

2.5 WHAT DO WE PAY

In the event that Your Comprehensive Motor Vehicle Insurer makes a Total Loss payment, We will pay You the difference between the Total Loss payout by Your Comprehensive Motor Vehicle Insurer and the Purchased Invoice Price of the Motor Vehicle. If there is an outstanding balance applicable to Your Financier, the claimable amount will be directed to them in the first instance.

We agree to the Purchased Invoice Price when You apply for Return to Invoice Insurance, this amount will be shown on Your Policy Schedule, and it cannot be more than the value of Your Motor Vehicle at the Cover Commencement Date of the Policy. However, We will not pay more than the difference between the Total Loss Valuation and the Purchased Invoice Price of Your Motor Vehicle.

2.6 THE COVERAGE

This insurance is designed to cover You as described below:

If the event giving rise to the Total Loss of Your Motor Vehicle occurs:	This insurance provides the following cover:
Throughout the term of Your Policy	The difference between the Total Loss Valuation and the Purchased Invoice Price of Your Motor Vehicle.

Not everything is covered by the Policy. The above is a limited summary only and not a full description of the coverages. All coverages are subject to terms, conditions, exclusions and limitations that are not listed in the summary. You need to read the Policy Terms and Conditions included in this document to properly understand the coverage provided and its limitations.

In addition, We will pay the relevant:

- "Additional Cover Benefits" amount to You; and
- "Loyalty Benefit" (if You elect this option).

2.7 ADDITIONAL BENEFITS AVAILABLE

Additional Cover Benefit

In addition to the Return to Invoice Insurance cover, an Additional Cover Benefit is provided to assist You to pay the following in the event the Comprehensive Motor Vehicle Insurer replaces Your Motor Vehicle:

- Incidental expenses You have incurred due to the Total Loss of Your Motor Vehicle, such as accommodation, car hire, meals and necessary travel; and
- Personal items that were lost, stolen or damaged during the Total Loss event, such as laptops, sunglasses, sports equipment, clothing, GPS equipment and similar items.

Additional Coverage	Benefit Limits
All coverages	5% of the Purchased Invoice Price of Your Motor Vehicle.

Any Additional Cover Benefit payment is paid to You but is not a payment which in any way relates to any property mortgaged to the Finance Company.

Any Claim for the Additional Cover Benefit must be reported to Us within 3 months of the incident giving rise to a Claim under this Policy.

If available, You will need to provide Us with receipts for any Claims under the Additional Cover Benefits.

Loyalty Benefit

The Loyalty Benefit is also payable if, and only if, You purchase a replacement vehicle at the same selling agent You purchased the Motor Vehicle from originally. You do not have to return to the original selling agent to purchase a replacement vehicle but, if You do, You are entitled to the Loyalty Benefit.

Loyalty Benefit	Benefit Limits
All coverages	5% of the Purchased Invoice Price of Your Motor Vehicle.

2.8 PERIOD OF INSURANCE

The Policy will commence on the commencement date specified on Your Policy Schedule. The Policy will end on the earlier of:

- The expiry date shown on Your Policy Schedule; or
- The effective date of Your Policy being cancelled; or
- The date Your Comprehensive Motor Vehicle Insurance lapses or is cancelled; or
- From the time Your ownership of Your Motor Vehicle ends; or
- On payment of a valid Claim under Your Policy.

2.9 WHAT IS NOT COVERED

- Any benefit if You do not meet the eligibility requirements for this Policy.
- Any percentage or monetary amount deducted from the Total Loss Valuation because of Contributory Negligence or due to the condition of Your Motor Vehicle.
- Any amount in excess of the Purchased Invoice Price that You may have borrowed under the Finance Agreement. For example, You may have borrowed to pay for insurance premiums, fuel, paintwork and/or upholstery protection kits and We would not pay any outstanding balance relating to such items).
- Any amount that has become due and payable under the Finance Agreement and has not been paid by its due date of payment.
- Any recoverable GST where You are GST registered or part GST registered.
- Any incident resulting in a Total Loss which did not occur in Australia.
- Your Motor Vehicle if it is used for hire, rental or reward purposes.
- Any loss of use of Your Motor Vehicle or any other direct or indirect losses (such as travel costs or loss of earnings).
- Any Negative Equity.
- The Salvage Value of Your Motor Vehicle if You are not required or choose not to transfer the ownership to Your Motor Vehicle Insurer or a Third-Party Motor Vehicle Insurer.
- Any Claim where Your Comprehensive Motor Vehicle insurance offered to repair Your Motor Vehicle, but You have requested the Claim to be dealt with on a Total Loss basis.
- Any loss resulting 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.
- Any loss resulting from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- Any outstanding premium payments applicable to Your Comprehensive Motor Vehicle Insurance policy.
- Your ITC (Input Tax Credit) entitlement;
 - Any amount where You retain Your Motor Vehicle if it has suffered loss or damage;
 - Any amount for which payment has been made by Your Comprehensive Motor Vehicle Insurer for loss and/or damage resulting as a consequence of the Total Loss of Your Motor Vehicle;
 - Any arrears due, refundable or rateable amounts included in the Finance Agreement; or
 - Any additional costs arising from a variation of the Finance Agreement after the Policy was entered into.
- If Your Motor Vehicle is under a Finance Agreement and You have a Claim under Your Policy, We have the option of making any payment to Your financier in full or part settlement of Your Claim.
- If the Total Loss payout made by Your Comprehensive Motor Vehicle Insurer is greater than the Purchased Invoice Price and/or any loan settlement amount, and You do not make a Claim for Additional Cover and a change of Motor Vehicle is not endorsed onto this Policy, You can cancel the Policy and ask for a refund.
- Any additional costs arising from a variation in the Finance Agreement after this Policy is entered into:
 - Any loss where You have not received a Total Loss payment under Your Comprehensive Motor Vehicle Insurance covering Your Motor Vehicle;
 - Any loss where You have not provided Us with a copy of the release You signed to obtain Your Total Loss payment, which Your Comprehensive Motor Vehicle Insurer required You to sign in order to receive.
- 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).

2.10 CANCELLATION

AUTOMATIC CANCELLATION

This Policy will automatically end on the earliest of the following dates:

- The expiry date that is shown on Your Policy Schedule.
- The date on which Your Motor Vehicle is repossessed by the Finance Company.
- The date Your Motor Vehicle is declared a Total Loss.
- The date Your Motor Vehicle is sold or transferred to a new owner.
- The date Your Comprehensive Motor Vehicle Insurance lapses or is cancelled (except when Your Motor Vehicle has been replaced with a new Motor Vehicle).

YOUR CANCELLATION RIGHTS

In addition to Your cooling-off rights, You may cancel the Policy at any time by notifying Us in writing by post or emailing Us at claims@theclaimshub.com.au, or by calling Us on (07) 3802 5577. If the Policy has been issued to more than one person each person must sign the cancellation request.

OUR CANCELLATION RIGHTS

We have the right to cancel this Policy where permitted by law. For example, We can cancel:

- If You have failed to comply with Your duty of disclosure; or
- Where You have made a misrepresentation to Us during negotiations prior to the issue of the Policy; or
- Where You have failed to comply with a provision of Your Policy, including the term relating to the payment of premium; or
- Where You have made a fraudulent Claim under Your Policy or under some other contract of insurance that provides cover during the same period of time that Our Policy covers You; or
- Where We have been unable to collect a premium payment, We will contact You in writing requesting payment by a specific date. If We do not receive the payment by this date, We will issue a cancellation letter. Your Policy will be cancelled if payment is not received by the end of the cancellation notice period.

CANCELLATION CALCULATION (FOR YOUR, OUR AND AUTOMATIC CANCELLATIONS, IF APPLICABLE)

If You or We cancel this insurance after the cooling-off period then, provided no Claim has been paid and You have no intention of making a Claim or have not made a valid Claim, You will receive a refund of premium proportionate to the unexpired term of the Policy, less any reasonable administrative costs related to the acquisition and termination of the Policy and any government charges We are unable to recover.

For details of applicable costs and fees, please contact Us.

2.11 RENEWING OUR POLICY

This insurance Policy cannot be renewed or extended.

2.12 YOUR DUTY OF REASONABLE CARE

Before You enter into an insurance policy, You have a duty of disclosure under the Insurance Contracts Act 1984.

If We ask You questions that are relevant to Our decision to insure You and on what terms, You must tell Us anything that You know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until We agree to insure You.

For variations, extensions and reinstatement's, You have a broader duty to tell Us anything that You know, or could reasonably be expected to know, which may affect Our decision to insure You and on what terms.

2.13 VARIATIONS, EXTENSIONS AND REINSTATEMENT

For variations, extensions and reinstatement, You have a broader duty to tell Us anything that You know, or could reasonably be expected to know, which may affect Our decision to insure You and on what terms.

2.14 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.

2.15 MORE THAN ONE INSURED

If more than one person is named as the Insured, We will treat a statement, act, omission or Claim of any one of those people as a statement, act, omission or Claim by all people named as the Insured on this Policy.

2.16 PRIVACY NOTICE AND CONSENT

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

Personal information is essentially any information or an opinion about an identified individual, or an individual who is reasonably identifiable. See the Privacy Act for full details of what constitutes personal information.

This privacy notice details how We collect, disclose and handle personal information.

2.17 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.

2.18 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.

2.19 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.

2.20 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, Our Claim management partner(s), Auto Auto, 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, Japan 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 Act. By proceeding to acquire Our services and products You agree that You cannot seek redress under the Act or against Us (to the extent permitted by law) and may not be able to seek redress overseas.

2.21 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 Our Privacy Policy. It is available at www.awninsurance.com.au or by contacting Us on (07) 3802 5577 EST 9 am - 5 pm, Monday-Friday.

2.22 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.

2.23 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 2.24 of this Policy.

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.

2.24 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 the 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.

2.25 MAKING A CLAIM

WHO TO CONTACT

Telephone, write or lodge online. Contact details are:

AWN Insurance

Address: PO Box 4301, Loganholme, Qld 4129

Web: lodge online 24/7 at www.awninsurance.com.au

Phone: 07 3802 5577

Email: claims@theclaimshub.com.au

Office Hours: Monday to Friday 8:15 am to 5:15 pm (AEST)

THINGS YOU MUST DO

You must comply with the following conditions. If You fail to do so, We may not pay Your Claim, or any payment could be reduced.

When making a Claim and to assist Us in processing it, You must give Us the information and assistance We reasonably request, and any information You give Us must be honest, correct and complete.

We may need certificates or other documentation to verify Your Claim, including a completed Claim form. Where this is required, We will ask for it. Any costs associated with obtaining further information regarding Your Claim are payable by You. You will need to provide supporting documents which may include:

- proof of the amount of payment of Your Total Loss Claim;
- a copy of Your Comprehensive Motor Vehicle Insurance policy schedule;
- details of Your Finance Agreement/Early Settlement Amount (if applicable);
- other relevant documents as requested by Us.

Until such time as We accept and approve a Claim, You are responsible to continue to make repayments under the Finance Agreement (where applicable).

No benefit is payable under this Return to Invoice Insurance until such time as the Comprehensive Motor Vehicle Insurer declares the Motor Vehicle a Total Loss and makes full settlement under the Comprehensive Motor Vehicle Insurance policy.

If there is an outstanding balance applicable to Your Finance Company, the claimable amount will be directed to them in the first instance, if applicable.

2.26 HOW WE DEAL WITH YOUR CLAIM

In order to ensure that You secure the correct settlement from the Motor Vehicle Insurer, the claims team may with Your approval take over the negotiation of Your Comprehensive Motor Vehicle Insurance Claim.

If Your Motor Vehicle was purchased under a Finance Agreement, We will make any Claim payment directly to Your Finance Company.

2.27 OTHER INSURANCE

If at the time of a valid Claim under this Policy, there is another insurance policy in force which 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.

2.28 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 other people'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.

2.29 COMPLAINTS RESOLUTION

Complaints about policy & 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 Resolutions 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 Sovereign Insurance Australia. Their contact details are:

Sovereign Insurance Australia	
Email: complaints@sovereigninsurance.com.au	
Phone: 1800 240 125	Post: 3801-3803 Pacific Highway, Tanah Merah, QLD 4128

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 undertake Your own legal proceedings.

The Insurer accepting this Insurance agrees that:

1. if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Insurer will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
2. any summons notice or process to be served upon the Insurer may be served upon:
Sovereign Insurance Australia Pty Ltd
3801-3803 Pacific Highway, Tanah Merah, QLD 4128

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

National Claims Manager - AWN Insurance

Email: claims@theclaimshub.com.au

Phone: (07) 3802 5577

Post: PO Box 4301, Loganholme QLD 4129

2.30 GENERAL INSURANCE CODE OF PRACTICE

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice, which is a self-regulatory code for use by all Insurers. The Code aims to raise the standards of practice and service in the insurance industry.

The Policy is underwritten by Sovereign Insurance Australia Pty Ltd and they have adopted the Code.

To obtain more information on the Code of Practice and what rights You have under it, please contact Us or You can access the Code at www.codeofpractice.com.au

2.31 SANCTIONS

We shall not provide any benefit under this Policy 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.