

## WELCOME

This Warranty is designed to help reduce the financial impact of unexpected and potentially expensive mechanical repairs to Your Motor Vehicle by providing parts and labour cover on Covered Components as listed under (Page 2), "Significant characteristics of this Warranty".

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

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

### Language

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

## GENERAL ADVICE WARNING

Any financial product advice given to You by the Selling Agent/Selling Agent Representative is general advice only, limited to extended Warranty, and does not take into account Your personal financial circumstances.

Your Motor Vehicle comes with guarantees that cannot be excluded under the Australian Consumer Law. This Warranty does not limit or exclude the conditions, warranties and guarantees imposed by any relevant Commonwealth or State legislation and in particular does not limit the rights and remedies to consumers under the Australian Consumer Law to the extent they apply to this Warranty.

## PRODUCT DISCLOSURE STATEMENT

### WHO IS THE UNDERWRITER?

Certain underwriters at Lloyd's underwrite this Warranty.

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

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

#### Lloyd's General Representative Australia

##### Lloyd's Australia Limited

Level 21 Angel Place 123 Pitt Street Sydney NSW 2000 Australia

Phone: +61 (0)2 9223 1433

Fax: +61 (0)2 9233 1466

### WHAT IS A PRODUCT DISCLOSURE STATEMENT?

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.

A PDS is prepared by or on behalf of the supplier of the financial product and forms the basis of Your Warranty. This PDS was prepared as at 7th April 2015 (Rev.02).

We may need to update this PDS from time to time if certain changes occur when required and permitted by law. We will issue You with a new PDS or a supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue You with notice of this information in other forms or keep an internal record of such changes. You can get a paper copy free of charge by contacting Us using Our details below.

### WHO PROVIDES THE SERVICE?

Australian Warranty Network Pty Ltd. (AWN) ABN 78 075 483 206 Australian Financial Services (AFS) Licence No. 246469,

P.O. Box 4301, Loganholme, Qld 4129

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

AWN as an appointed coverholder of certain Underwriters at Lloyd's, provides this service as the supplier of this Warranty in respect of the Motor Vehicle only.

### BENEFITS OF THE WARRANTY

This product will benefit You should a mechanical breakdown occur, and that mechanical breakdown is caused by a Covered Component under the terms of this Warranty. In the event of a mechanical breakdown, Covered Components will be rectified up to the limits of liability for those components and subject to the type of Warranty product You have purchased. Terms of coverage and limits of liability are set out on the following pages.

These Warranty terms and limits of liability should be read in conjunction with (Section 4) of the Terms and Conditions on Page 5 ("Your Obligations").

The coverage provided by this Warranty may represent substantial savings to You, should a mechanical breakdown in a Covered Component occur. Further, AWN's experience, knowledge and expertise allows AWN to direct Your Motor Vehicle to the closest Approved Repairer. Parts for repairs can generally be sourced at a lower cost by AWN, which also represents a saving to You were a claim may exceed the limits of Our liability.

### COST OF THE WARRANTY

A number of factors are taken into account in determining the Warranty price. These include the type of Warranty selected, the type of Motor Vehicle, the age of the Motor Vehicle and kilometres travelled the Motor Vehicle's history in relation to servicing, where the Motor Vehicle is driven and any modifications to the Motor Vehicle.

The Warranty retail price is subject to Commonwealth and State taxes and/or charges. These include the Good and Services tax and stamp duty. The amount of these taxes and/or charges will be shown on Your Application Page.

## ISSUING AGENT

AWN has relationships with Our authorised Selling Agents and Selling Agents representatives. We may pay a remuneration to Our Selling Agents / Selling Agents Representatives when they sell Our Warranty products. For further details see the Financial Services Guide supplied by the authorised Selling Agent.

## DEFINITIONS

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

**"AWN"** means Australian Warranty Network Pty Ltd as the supplier of this Warranty.

**"Application Date"** means the date the Warranty document was submitted to AWN.

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

**"Authority Number"** means the number issued by AWN's claims department to the repairer after receiving the repairers quote authorising the repairer to proceed with the repairs.

**"Covered Component"** means only those mechanical components or parts of Your Motor Vehicle that are listed in the 'Covered Components', and 'Customer Care Package' on (Pages 2 to 3) as being covered under Your Warranty.

**"Market Value"** means the pre-mechanical failure retail value of Your Motor Vehicle. We will determine this amount at the time we assess Your claim, having regard to the age and condition of Your Motor Vehicle and kilometres it has travelled.

**"Motor Vehicle"** means the used Motor Vehicle specified on the Certification of Cover and Warranty Application Page in this document.

**"Normal Wear and Tear"** means the gradual reduction in operating performance of a Covered Component due to use of the Motor Vehicle (relative to age of the Motor Vehicle, service history and kilometres travelled).

**"Pre-Activated Fault"** means any fault occurring prior to the commencement of the Warranty.

**"Pre-Existing Fault"** means a fault with a Covered Component of the Motor Vehicle, whether known or unknown to You, which existed, or which may reasonably be assumed to have existed, prior to the Warranty Application Date.

**"Premium"** means the amount paid for this Warranty.

**"Selling Agent Statutory Warranty"** means the warranty required by the relevant state or territory law to be provided to you by the Selling Agent (where applicable).

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

**"Warranty"** means this Policy document.

**"We, Our, Us"** means Australian Warranty Network Pty Ltd, on behalf of certain underwriters at Lloyd's.

**"You, Your"** means the person(s) named on the Certification of Cover and Warranty Application Page in this document.

## PRIVACY NOTICE AND CONSENT

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

The information requested from You is to:

- Enable Us to determine whether to accept Your application for the Warranty and if so, on what terms;
- Enable Us to process Your claims and decide whether any claim You make should be accepted;
- Share with Our related and associated entities, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include the United Kingdom. We regularly review the security of our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

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

- Using the information for any of the above purposes;
- Conduct market or customer research, informing You about Our products or services or those of any of Our associated, related entities or alliance partners. You can opt out of this by emailing ([administration@australianwarranty.com.au](mailto:administration@australianwarranty.com.au)) or calling Us ((07) 3802 5577); and
- Obtaining information from and providing information to any third party who is able to assist AWN in considering whether to accept Your claim and the value of Your claim.

## SIGNIFICANT CHARACTERISTICS OF THIS WARRANTY

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

This Warranty covers only the Covered Components of the Motor Vehicle listed below. Any component or item not listed below is not covered by this Warranty.

## Covered Components

### GUARDIAN COVER

Claim Limit	Up to \$2,000 per claim
Engine	Engine Block (if damaged by internal components), Oil Pump, Pistons, Piston Rings, Crankshaft and Meshing Timing Gears, Crankshaft Bearings and Camshaft Bearings, Cylinder Wrist Pins, Camshaft and Camshaft Gears, Internal Bushings, Connecting Rods, Balance Shaft and Bearings. Cylinder Head gaskets are only covered when repairs are carried out on the components listed in this subsection. <i>(Specifically excludes Variable Valve Timing Components)</i>
Gearbox/ Transmission	The internal lubricated parts of both manual and automatic transmissions. <i>(Specifically excluding transfer cases, selespeed motors and worn converter clutches)</i>
Differential	Internally lubricated parts. <i>(Specifically excluding Axles, Wheel Bearings and worn Limited Slip Clutch Assemblies)</i>
Cooling System	Cooling Fan, Water Pump (Impeller Shaft, Bearings, Bushes), and Viscous Coupling. <i>(Specifically excluding any damage caused by collision or the result of road surface projectiles)</i>
Braking System	Booster and Brake Calipers, Master Cylinder. <i>(Specifically excluding Brake Pads or Linings, service items and Disc Rotors)</i>

<b>Electrical System</b>	Alternator, Starter Motor, Voltage Regulator, Windscreen Wiper motor.
<b>Steering System</b>	Rack and Pinion, Power Steering Pump, Steering Box. <i>(Specifically excludes Rack Ends and Rack Boots)</i>
<b>Air Conditioning</b>	Condensor, Evaporator and Compressor. <i>(Specifically Excluding gas, leakages, pipes, hoses, thermostat, receiver dryer and TX valves)</i>
<b>Clutch</b>	Slave Cylinder, Master Cylinder. <i>(Specifically excluding Clutch Plate and Pressure Plate)</i>
<b>Fuel System</b>	Electrical and Mechanical Fuel Pump, and Fuel Pressure Regulator.
<b>Drive Shafts &amp; Universals</b>	Drive shaft and universal joints only. <i>(Specifically excluding CV dust boot)</i>
<b>Turbo</b>	This cover only applies to factory fitted Turbochargers.
<b>Electronic Ignition System</b>	Ignition module, ignition coil and crank angle sensor. <i>(Specifically excluding service items)</i>
<b>Electronic Solenoids &amp; Computers</b>	Engine Control Module, and Engine Control Unit.
<b>ABS Braking System</b>	ABS control unit only. <i>(Specifically excluding brake pads or linings, disc rotors and service items)</i>
<b>Cylinder Heads</b>	Cylinder Heads, Valves and Lifters (If no evidence of overheating or corrosion).
<b>Radiator</b>	Engine Cooling Radiator. <i>(Specifically excluding damage by impact, corrosion and blockages)</i>
<b>Power Window Motors &amp; Switches</b>	<i>(Specifically excluding Sun Roofs)</i>

## ENDURE COVER

<b>Claim Limit</b>	<b>Up to \$4,000 per claim</b>
<b>Engine</b>	Engine Block (if damaged by internal components), Oil Pump, Pistons, Piston Rings, Crankshaft and Meshing Timing Gears, Crankshaft Bearings and Camshaft Bearings, Cylinder Wrist Pins, Camshaft and Camshaft Gears, Internal Bushings, Connecting Rods, Balance Shaft and Bearings. Cylinder Head gaskets are only covered when repairs are carried out on the components listed in this subsection. <i>(Specifically excludes Variable Valve Timing Components)</i>
<b>Gearbox/ Transmission</b>	The internal lubricated parts of both manual and automatic transmissions. <i>(Specifically excluding transfer cases, selespeed motors and worn converter clutches)</i>
<b>Differential</b>	Internally lubricated parts. <i>(Specifically excluding axles, wheel bearings and worn limited slip clutch assemblies)</i>
<b>Cooling System</b>	Cooling Fan, Water Pump (Impeller Shaft, Bearings, Bushes), Viscous Coupling, and Thermostat. <i>(Specifically excluding any damage caused by collision or the result of road surface projectiles)</i>
<b>Braking System</b>	Booster and Brake Calipers, Master Cylinder. <i>(Specifically excluding brake pads or linings, service items and disc rotors)</i>
<b>Electrical System</b>	Alternator, Starter Motor, Voltage Regulator, Windscreen Wiper motor.
<b>Steering System</b>	Rack and Pinion, Power Steering Pump, Steering Box. <i>(Specifically excludes Rack Ends and Rack Boots)</i>
<b>Air Conditioning</b>	Condensor, Evaporator and Compressor. <i>(Specifically excluding gas, leakages, pipes, hoses, thermostat, receiver dryer and TX valves)</i>
<b>Clutch</b>	Slave Cylinder, Master Cylinder. <i>(Specifically excluding clutch plate and pressure plate)</i>
<b>Fuel Pump &amp; Fuel Injection System</b>	Electrical and Mechanical Fuel pump, Fuel Pressure Regulator, Diesel Injector Pump, Air Flow Meter. <i>(Specifically excluding fuel injectors and injection service items)</i>
<b>Drive Shafts, CV Joints, Universals</b>	Drive Shafts, Universal Joints, Centre Bearings, Tailshafts, Slip Joints, and Tail Shaft Coupling. <i>(Specifically excluding CV dust boot)</i>
<b>Turbo</b>	This cover only applies to factory fitted Turbochargers.
<b>Electronic Ignition System</b>	Ignition module, Ignition coil, Crank angle sensor, Oxygen Sensor, Hall Effect Sensor, Cam Position Sensor, Knock Sensor, DFI Module. <i>(Specifically excluding service items)</i>
<b>Electronic Solenoids &amp; Computers</b>	Engine Control Module, Transmission Computer, Electronic Control Unit, Sensors, and Cruise Control Actuators (if factory fitted).
<b>ABS Braking System</b>	ABS Actuators, Electronic Module, ABS Control Unit and Wheel Speed sensors. <i>(Specifically excluding brake pads or linings, disc rotors and service items)</i>
<b>Cylinder Heads</b>	Cylinder Heads, Valves and Lifters (If no evidence of overheating or corrosion).
<b>Radiator</b>	Engine Cooling Radiator. <i>(Specifically excluding damage by impact, corrosion and blockages)</i>
<b>Power Window Motors &amp; Switches</b>	<i>(Specifically excluding Sun Roofs)</i>

## ADDITIONAL BENEFITS - CUSTOMER CARE PACKAGE

Where we approve a claim in relation to failure of a Covered Component under this Warranty, We will provide the following additional benefits where expenses are incurred, by reason of that claim. Customer Care Package runs for the term of the Warranty selected. Refer to (Page 5 Section 6) for "Limits of Liability".

**TOWING ASSISTANCE: (Claim Limit: Up to \$100.00 per claim)** - Reimbursement up to the Claim Limit for towing charges in the event of a covered mechanical breakdown where your Motor Vehicle is unable to be quickly mechanically repaired or safely driven to an AWN Approved Repairer.

**ACCOMMODATION ASSISTANCE: (Claim Limit: Up to \$100.00 per claim)** - Reimbursement up to the Claim Limit for emergency accommodation, arrangements and costs in the event of a covered major vehicle breakdown where you are more than 400kms from your registered residence and taking more than 48 hours to repair.

**CAR HIRE ASSISTANCE: (Claim limit: Up to \$100.00 per claim)** - Reimbursement up to the Claim Limit for car hire costs in the event of a covered major vehicle breakdown where you are more than 400kms from your registered residence and taking more than 48 hours to repair. (Specifically excluding car hire over weekends and public holidays).

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

## OPTIONAL BENEFIT - 24 HOUR ROADSIDE ASSISTANCE

If You have selected and paid for 24 hour Roadside Assistance, it will be noted on Your Certification of Cover.

The Roadside Assistance program provides access to the following services. Some services are provided on a fee for service arrangement (as noted below).

The 24 hour Roadside Assistance is provided by:

**Australia Wide Assist** - ABN 93 061 656 184

Phone Toll Free - 1800 651 111

Available 24 Hours - 7 days/week

- **FLAT BATTERY** - Jump start Motor Vehicle.
- **FLAT TYRE** - Replace flat with spare.
- **OUT OF FUEL** - Supply minimum of 5 litres (unleaded) fuel to be paid for by driver. LPG/Diesel Motor Vehicles transport to fuel supply.
- **LOCK OUTS** - Access Motor Vehicle/Replace key (up to \$77.00 per case). (Specialist locksmith attendance may involve extra charge to driver).
- **TOWING - BREAKDOWN** - If Your Motor Vehicle is unable to be quickly mechanically repaired or safely driven, the Motor Vehicle, including the driver, will be transported to a nominated service centre or mechanical repair facility. If after hours, arrangements can be made to store the Motor Vehicle and transport when the service centre or repair facility is open. A 20km metropolitan or 50km rural "Free of Charge" service for roadside response and breakdown towing applies. Excess kilometres charged at the recommended industry rates.  
Platinum Extra - 50km Free Service Radius.
- **GENERAL ASSISTANCE** - Australia Wide Assist will relay urgent messages to family, friends and business associates, likely to be concerned by disruption or delay. Australia Wide Assist will also arrange for alternative transport in the case of a major breakdown or accident ie. taxi (cost at drivers expense).

### Platinum Extras - Available at Extra Cost

- **Car Hire** - In the event of a major mechanical failure, whilst more than 100km from Your registered residence, which sidelines Your Motor Vehicle for longer than 48 hours, excluding weekends and public holidays, Australia Wide Assist will assist with reasonable necessary car rental costs. (excluding fuel & insurance).  
**On submission of the account, (excluding petrol, km's and insurance) together with a copy of the repair bill, Australia Wide Assist will cover up to \$200.00 per claim.**
- **Accommodation** - In the event of a major mechanical failure, whilst more than 100km from your registered residence, which sidelines Your Motor Vehicle for longer than 48 hours, excluding weekends and public holidays, Australia Wide Assist will assist with reasonable necessary emergency accommodation costs (excluding meals).  
**On submission of the account together with a copy of the repair and accommodation bill, Australia Wide Assist will cover up to \$200.00 per claim.**
- **Ambulance Cover** - In the event of an accident where the registered Motor Vehicle is involved, and the driver or immediate family of the driver (ie. Wife/Husband, Sons/Daughters) require the services of an ambulance as a result of that accident, Australia Wide Assist will assist with ambulance costs.  
**On submission of the account together with a copy of the ambulance bill, Australia Wide Assist will cover up to \$200.00 per claim. (N.b. Liability not to exceed \$200 per registration period).**

### Exclusions

- Trucks, heavy equipment and Motor Vehicles over 3.5 tonnes gross
- Motor Vehicles that require specialist or heavy equipment for removal or are not within easy reach of a public road
- Motor Vehicles used for hire or reward
- Motor Vehicles operated by non-Australian residents
- Unregistered Motor Vehicles

### How to use 24 hour Roadside Assistance

Call the 24 hour Roadside Assistance hotline on 1800 651 111 any time to discuss Your problem with the 24 hour Roadside Assistance operator.

Please have the following information ready when You call:

- The precise location of Your Motor Vehicle, including the name of the road You are on, and the nearest cross street,
- The make, model, colour, and registration number of Your Motor Vehicle,
- The nature of Your problem, and
- Your warranty number and the full name and address of the person named on the Certification of Cover.

### Note

The 24 hour Roadside Assistance package is provided and administered by Australia Wide Assist and does not form part of your Warranty.

Your Selling Agent and AWN will accept no responsibility for the services, advice or action provided by Australia Wide Assist.

Any provider despatched by Australia Wide Assist will act as Your agent and not an agent of Australia Wide Assist. Accordingly Australia Wide Assist takes no responsibility for the actions of any provider once they have arrived on the scene.

Australia Wide Assist will always endeavour to provide the services described above. However, events beyond Australia Wide Assist's reasonable control (such as: industrial disputes, strikes, flood conditions, the absence and/or availability of providers of the services or the inaccessibility of certain parts of Australia) may delay or prevent Australia Wide Assist from being able to provide some or all of the services. Australia Wide Assist will not be held liable in any way if for any such reason Australia Wide Assist is unable to provide any or all of the services when requested to do so.

**The 24 hour Roadside Assistance hotline - 1800 651 111**

# Terms and Conditions

## 1. PERIOD OF COVER

This Warranty will commence as from the Cover Commencement Date listed under Warranty Details on the Certification of Cover page.

This Warranty will cease the sooner of:

- a) The date nominated by You as the Warranty Expiry Date listed under Warranty Details on the Certification of Cover page, or when the maximum benefit of the Warranty has been reached; or
- b) In the event You fail to comply with the Warranty service requirements; or
- c) When the Warranty is cancelled by You in accordance with Section 9 (Cooling Off Period)

## 2. PRECONDITIONS

It is a precondition of this Warranty that:

- a) The Warranty is purchased from an authorised Selling Agent; and
- b) At the commencement of Your Warranty, the Motor Vehicle is in good mechanical condition, with no Pre-Existing Faults. **Failure to disclose any Pre-Existing Faults may void this Warranty;** and
- c) The Motor Vehicle is currently registered; and
- d) The Motor Vehicle has a current Certificate of Roadworthiness or Safety Inspection report; and
- e) The Premium and the signed Warranty Application Page must be received and approved by AWN within twenty one (21) days from the Warranty Application Date.

## 3. OUR OBLIGATIONS

- a) AWN will process Your application within (21) twenty one days of receipt and either accept or decline cover.
- b) Provided cover is granted, We will pay for the repairs or replacement of any broken or damaged Covered Components causing mechanical breakdown always considering that the Motor Vehicle purchased is a used Motor Vehicle. If a Covered Component requires replacement, We may replace with a reconditioned or similar component.
- c) Any repairs We agree to pay for must be undertaken by an AWN Approved Repairer at a price acceptable to AWN.
- d) The monetary limits of Our obligations are set out in Section 6 (Page 5) of the Terms and Conditions of this Warranty.

## 4. YOUR OBLIGATIONS

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

- a) **Servicing Requirements:** You must maintain a regular service schedule in accordance with the manufactures specifications. The Selling Agent or an authorised service facility should carry out servicing at intervals **not to exceed 10,000 (ten thousand) kilometres or 6 (six) months, whichever occurs first.** An allowance of no more than 2,000 (two thousand) kilometres or 30 (thirty) days beyond the stated intervals will be accepted.
- b) **Service Invoice Records:** To post the relevant service coupon attached to this Warranty and the service tax Invoice (or copy) to AWN, P.O. Box 4301, LOGANHOLME, QLD, 4129, within seven (7) days of the service being 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 Motor Vehicle.
- c) **Minimise Damage:** That You, or any person in control of the Motor Vehicle, must take all reasonable precautions to minimise damage to the Covered Components and/ or the Motor Vehicle, and must not continue to operate the Motor Vehicle if damage to a Covered Component is reasonably suspected.

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

## 5. ASSESSMENT AND AUTHORIZATION

- a) Upon receipt of a claim enquiry, AWN will check whether Your claim is valid under this Warranty and that all service requirements have been adhered to; and
- b) If so, AWN may ask for the Motor Vehicle to be inspected by one of their Approved Repairers; and
- c) If the claim is valid, AWN will give approval for their Approved Repairer to repair the Motor Vehicle within the terms of this Warranty.
- d) If the claim is not valid, then You shall be responsible for the cost of the inspection.
- e) No reimbursement shall be given for any work commenced without official authorisation being issued by AWN to the Approved Repairer.

## 6. LIMITS OF LIABILITY

- a) The maximum amount payable whilst this Warranty is in force for the total of all claims, shall not exceed the Market Value of the Motor Vehicle at the time of claim, as determined by Us.
- b) The total monetary limit per claim (including Customer Care Package) under this Warranty will not exceed:
  - i) **Guardian Cover:** \$2,000 (Two Thousand Dollars); or
  - ii) **Endure Cover:** \$4,000 (Four Thousand Dollars); or
  - iii) **Customer Care Package:** \$100 (One Hundred Dollars) per claim (up to a maximum of \$300 for the term of the Warranty). A claim will only be considered where a claim is made in relation to a failure of the Covered Component that is approved by Us under this Warranty, and will be reimbursed to You on submission of paid tax invoices or receipts, received

On any repair/s being undertaken at any 1 (one) time on any 1 (one) claim number.

- c) Subject to satisfactory completion of the repairs, You agree to accept such payments to cover the full cost of repairs to the Covered Components of the Motor Vehicle whether paid to You or to the Approved Repairer on Your behalf to be in full satisfaction of the claim.
- d) Acceptance of the payment and/or Motor Vehicle after the repairs have been satisfactorily completed shall also be deemed to be in full satisfaction of the claim.
- e) All claim limits are the GST inclusive cost of the repairs.

## 7. EXCLUSIONS

This Warranty does not cover:

- a) Motor Vehicles modified beyond manufacturer's specifications, commercial Motor Vehicles over 1,500 (one thousand five hundred) kgs carrying capacity, Motor Vehicles used or have been used for the conveyance of passengers, for fare or reward (this includes car rental), delivery or courier use, Police or Emergency Motor Vehicles, drivers instruction or tuition for reward.
- b) Any damage due to misuse, fire, accident, theft, impact, submersion in water, neglect, rust, corrosion, towing without suitable equipment as recommended by the manufacturer, or Motor Vehicle's used or tested in preparation for motor sports events in any form shall render this Warranty null and void.
- c) Any damage to Covered Components occurring from overheating or lack of oil or lubricant, low fluid level, any damage caused by failure to maintain correct service requirements and any damage, which is consequential of the failure to maintain correct servicing requirements.
- d) Any damage, loss or expense of any kind, which occurs or arises as a result of the failure of a Covered Component, other than the cost of replacing or repairing the component itself.
- e) Any damage, loss or expense of any kind which occurs or arises as a result of the failure of any item or component of the Motor Vehicle which is not a Covered Component under this warranty.
- f) The cost of any consumables that are replaced during the course of repairs.
- g) Any component that is considered part of any manufacturer's fault and / or recall campaign or is considered reusable.
- h) Oil leaks, water leaks, normal wear and tear, all service and maintenance items and any consumables that are replaced during routine service and maintenance, or any failure of Covered Components due to water, oil, and fuel or coolant contamination.
- i) Any repair, quote or diagnostic cost that is not part of a genuine, approved claim.
- j) Any damage occurring while You continue to drive with a known or suspected fault, or which a reasonable person in the position of the driver would or should know or suspect to be a fault.
- k) Conditions or problems that are determined to be Pre-Existing Faults or Pre-Activated Faults.
- l) Failures of Covered Components subsequent to the cancellation or voiding of the Manufacturer's Warranty.
- m) Failures of Covered Components resulting in any way from:
  - i) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind;
  - ii) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

## 8. MISCELLANEOUS

- a) This is a mechanical breakdown Warranty for used Motor Vehicles, therefore a part may be worn but still quite safe and serviceable.
- b) We will not be liable or held responsible for any damage occurring if the Motor Vehicle is left unattended or being towed.
- c) We will not be held responsible for any delays due to lack of supply of parts or any materials needed to complete any work undertaken.
- d) At all times the odometer must work. If the odometer has been tampered with, made inoperative or altered, or should any false statement be made by You or any person acting on Your behalf or otherwise, with Your knowledge, in support of any claim, then this Warranty will become null and void and Your rights to a claim shall be forfeited in respect of all past, present and future claims.

## 9. COOLING OFF PERIOD

You may cancel Your Warranty for any reason within 14 days from the day you purchased this Warranty unless an incident has occurred which may result in a claim. This is known as the "Cooling off Period". You will need to return the Warranty document to Us, together with a letter to request cancellation of the Warranty during the Cooling Off Period. We will refund the Premium paid, less any taxes or duties We cannot recover from other sources.

## 10. CANCELLATION

We are required by law to provide certain guarantees in providing Our Warranty claims service. If we fail to comply with Our obligations, You may be entitled to a remedy including cancellation of this Warranty 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 Warranty, any refund calculation will be on a pro-rata basis less Our cancellation/administration costs and any authorised or paid claims.

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

We may cancel the warranty if:

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

## 11. TRANSFER

This Warranty cannot be transferred to another Motor Vehicle.

If you are not in breach of the terms of this Warranty you may transfer the benefits of this Warranty to a new owner of the Motor Vehicle.

As a prerequisite to transferring the Warranty we require the following:

- Proof of a current Safety Inspection Report and ownership; and
- A mechanical inspection acceptable to Us; and
- You must provide the above and request to transfer the Warranty in writing to Us within 7 days of the change of ownership of the Motor Vehicle; and
- A transfer and administration fee of \$75.00 payable to Us by the new owner.

## 12. DOCUMENT REPLACEMENT

In the event You lose or are unable to locate Your Warranty document, You may apply for a replacement document. A Fee of \$33.00 will be payable to Us for this service.

## 13. YOUR DUTY OF DISCLOSURE

You must tell Us anything that You know, or should know, which could affect Our decision to insure You and/ or the terms on which to insure You. You must do this when You apply for insurance, renew Your insurance or when You change or reinstate Your insurance. When We ask You specific questions, You must answer these questions truthfully and in a way that a reasonable person in the circumstances would answer them. It is important that every person who will be insured by this insurance answers all questions in this way. These are requirements of the Insurance Contracts Act 1984.

### What you do not need to tell Us

You do not need to tell Us about any matter:

- that diminishes Our risk;
- that is of common knowledge;
- that We know or should know as an insurer; or
- that We indicate that We do not need to know.

### Who does the duty apply to?

The duty applies to the person who is noted under customer details on the Certification of Cover.

### What happens if You (or they) do not comply with the duty?

If You (or they) do not comply with the duty, We may cancel the Warranty or reduce the amount We pay if you make a claim. If fraud is involved, We may treat the Warranty as if it never existed and pay nothing.

## 14. 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 Warranty. Please refer to the 'Limits of Liability' section in this Warranty (Section 6 Page 5).

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

## 15. HOW TO MAKE A CLAIM

1. Read the Warranty carefully to ensure Your claim is covered by the Warranty.
2. Telephone or write to:

### **Australian Warranty Network Pty Ltd**

P.O. Box 4301, Loganholme, Qld 4129

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

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

Office Hours: Monday to Friday 8:15 a.m. to 5:15 p.m. (AEST)

3. Quote the Warranty Number, registration number and current odometer reading.
4. Explain fully the nature of the problem remembering that You are required to disclose to Us all information which is relevant in assisting Us to consider Your claim. If You fail to disclose such information Your rights to claim may be seriously affected.
5. Upon receipt of the above information We will process and consider Your claim. Repairs will not be paid by Us unless an Authorisation Number is issued by Us to the Approved Repairer prior to the commencement of the repairs.

In some cases You will be given the opportunity to contribute something towards the cost of the repairs, i.e. any repairs that restore the Motor Vehicle to a better condition than the condition prior to the failure.

Failure by You to pay for any work not included in this claim shall render this Warranty void.

In the event of a mobile mechanic being called by Us, You agree that any work carried out by that or any mechanic that is not part of the cover or if the call is of a service nature then this cost shall be Your responsibility.

If You have a problem with Your Motor Vehicle that is not claim related, just call AWN's claims department and We can still assist You through their network of Approved Repairers Australia-Wide.

## 16. COMPLAINTS RESOLUTION

### Complaints about policy & claim administration matters

If You wish to make a complaint about service matters such as general administration of Your policy, or about a claim, the first thing You should do is contact Us, and Your complaint will be referred to Our Internal Dispute Resolution Committee (IDRC) to review the dispute at no cost to You. This review will normally be completed within 15 business days. **Internal Dispute Resolution Committee, AWN, PO Box 4301, Loganholme, Qld, 4129, Phone: (07) 3802 5577.**

If You are still not satisfied with the outcome of the AWN IDRC review of Your complaint, You can take Your complaint to Lloyd's to review the dispute at no cost to You. This review will normally be completed within 15 business days. Lloyd's General Representative Australia, Level 21 Angel Place 123 Pitt Street, Sydney NSW 2000 Australia, Phone: (02) 922 314 33, or Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com).

If You are still not satisfied with the outcome of either Our review or the Lloyd's review of Your complaint, You are entitled to take Your complaint to the Financial Ombudsman Service (FOS), the External Resolution Scheme. The FOS details will be supplied with Ours and the Lloyd's written response to Your complaint review.

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

## 17. GENERAL INSURANCE CODE OF PRACTICE

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

We support the standards set out in the Code.

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

## 18. LEGAL AND REGULATORY INFORMATION

### Insurer's Liability

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

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

### The law & legal proceeding applicable to this Warranty

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

### Disputes

The Underwriters accepting this Insurance agree that:

- a) If a dispute arises under this Warranty, this Warranty 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;
- b) Any summons notice or process to be served upon the Underwriters may be served upon:  
Lloyd's Underwriters' General Representative in Australia Suite 2, Level 21  
Angel Place  
123 Pitt Street  
Sydney NSW 2000  
who has authority to accept service and to appear on the Underwriters' behalf;
- c) 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.