

VSAPI

Asset Protection Insurance

Product Disclosure Statement and Financial Services Guide



Coverholder at



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

WELCOME

Welcome to **Your** Asset Protection Insurance (**API**) **Policy**.

This insurance is designed to pay the difference, up to the **Sum Insured** shown on **Your Policy Schedule**, between the **Total Loss Valuation** and the **Replacement Vehicle Value** of **Your Vehicle** or if greater, the **Early Settlement Amount** that **You** owe **Your Finance Company**, following the **Total Loss** of **Your Vehicle** during the **Policy Term**.

In addition, **We** will pay the relevant “**API Plus Benefit**” amount to **You** (full details are provided later in the Benefit Of The Policy section) in order to compensate for inconvenience suffered, arising from the **Total Loss** claim under **Your Comprehensive Motor Vehicle Insurance**, up to the relevant limits specified for the cover option selected, as shown in the **Policy Schedule**.

We know everyone’s circumstances differ, so **We** offer a variety of **Policy** options with different levels of cover which allows **You** to choose the appropriate level of coverage for **Your** circumstances.

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

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.

GENERAL ADVICE WARNING

Any financial product advice given to **You** by **Us** or the **Selling Agent** or their representatives is general advice only, limited to the Asset Protection Insurance (**API**) **Policy**, and does not take into account **Your** personal financial circumstances or needs.

PRODUCT DISCLOSURE STATEMENT

ABOUT THIS PRODUCT DISCLOSURE STATEMENT

This Product Disclosure Statement contains information designed to help **You** make an informed decision about whether to purchase the **Policy**. This PDS was prepared on 27th August 2018. Certain words have special meanings which are explained in the Definitions section of the **Policy Terms** and Conditions.

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 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 free of charge by contacting Australian Warranty Network using **Our** details provided in this document.

CHECK IF THE POLICY IS SUITABLE FOR YOU

You need to determine if the **Policy** is appropriate for **Your** needs as **We**, the **Selling Agent** and their representatives do not do this for **You**. The **Policy** is more likely to be suitable for people who have a **Finance Agreement** which may not be paid out in full with their **Comprehensive Motor Vehicle Insurance** payment in the event of a **Total Loss** claim. It is less likely to be suitable for people with limited finance of an amount that is well below the amount payable under their **Comprehensive Motor Vehicle Insurance** in the event of a **Total Loss** claim.

WHO IS THE UNDERWRITER?

The **Policy** is underwritten by;

Virginia Surety Company, Inc. (VSC) (ARBN 080 339 957)

Level 2, 693 Burke Road, Camberwell, VIC 3124,

Australian Financial Services Licence number 245579.

VSC are responsible for the PDS. Provided **We** have received payment of the Insurance Premium. This PDS, plus any amendments to it **We** provide **You** with and the **Policy Schedule**, forms **Your** contract of insurance with **Us**.

If **You** need to contact VSC please do so through AWN.

In writing: P.O. Box 4301, Loganholme, QLD 4129

Phone: (07) 3802 5577

Web: www.awninsurance.com.au

ABOUT AWN AND ITS SERVICES

Australian Warranty Network Pty Ltd. (AWN) trading as AWN Insurance (ABN 78 075 483 206) of P.O. Box 4301, Loganholme, QLD 4129, Australian Financial Services Licence number 246469, performs claims and policy administration functions on VSC's behalf under a binding authority as supplier of this **Policy**. In issuing this insurance **Policy** the **Selling Agent** is acting as an agent of AWN and not as **Your** agent. Some of the insurance premium received is paid to the **Selling Agent** as commission. Details of the commission received by the **Selling Agent** are set out in the Financial Services Guide that the **Selling Agent** will provide to **You**.

For all enquiries relating to the **Policy** please contact AWN whose contact details are provided below.

In writing: P.O. Box 4301, Loganholme, QLD 4129

Phone: (07) 3802 5577

Web: www.awninsurance.com.au

BENEFITS OF THE POLICY

Following a valid claim, where **Your Vehicle** is declared a **Total Loss** by **Your Comprehensive Motor Vehicle Insurance** provider, **We** will pay the difference, up to the **Sum Insured** shown on **Your Policy Schedule**, between the **Total Loss Valuation** of **Your Vehicle** and the **Replacement Vehicle Value** of **Your Vehicle** or, if greater, the **Early Settlement Amount** that **You** owe **Your Finance Company**. **We** will pay up to the amount specified in the table below for the applicable cover option shown on **Your Policy Schedule**.

COVERAGE OPTION	COVERAGE A	COVERAGE B	COVERAGE C
API Cover Benefit Limit	\$8,000	\$12,000	\$15,000
API PLUS Benefit Limit	\$1,500	\$3,000	\$3,000

In addition to the **API** Cover Benefit, **API Plus** Benefit is also provided to assist **You** to pay the following, up to the maximum limit specified for the cover option **You** select:

- The relevant excess paid by **You** under **Your Comprehensive Motor Vehicle Insurance** relating to the event causing the **Total Loss** Payment; and
- Up to 10 days car hire up to a maximum of \$100 per day, whilst **You** are without a vehicle following the **Total Loss**, but only if the car hire has been arranged or approved by **Us** first,
- Dealer delivery charges, compulsory third-party insurance, 12 months registration and stamp duty payable on **Your** replacement vehicle; and
- 12 months **Comprehensive Motor Vehicle Insurance** premium on **Your** replacement vehicle.

You need to determine if the cover, and what level of coverage, is right for **You** and in deciding some things to consider include:

- The amount borrowed under **Your Finance Agreement**; and
- The amount potentially payable under **Your Comprehensive Motor Vehicle Insurance** in the event of a **Total Loss** Payment; and
- The potential gap between the amount payable under **Your Finance Agreement** and the **Total Loss** Payment in the event of a **Total Loss**; and
- How much **You** can afford to be out of pocket if a **Total Loss** occurs.

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

COST OF THE POLICY

The cost of the **Policy** is dependent on the level of cover **You** select. In addition to the **Policy** retail 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 **Policy** price and amount of these taxes and/or charges will be shown on **Your Policy Schedule**. The cost of the **Policy** will also be determined by the payment method used by **You**. If the **Policy** is financed or if **You** use a credit card, interest charges may apply, but will differ depending on **Your** provider. Administration charges may also apply if **You** select a pay by instalments option.

PAY BY INSTALMENTS

You can choose to pay the insurance premium by instalments to help spread **Your** payment over time. This facility is not part of the **Policy Terms** and Conditions as they are 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 by a single payment. The third-party provider will provide all disclosure documentation for **Your** perusal.

The following applies when paying by instalments:

- If **You** are paying by instalments and an instalment remains unpaid for 14 days or more, **We** may refuse a claim.
- If an instalment remains unpaid for a period of one month past it's due date, **We** can cancel the **Policy** (**We** will take all reasonable steps to contact **You** in this time).
- If **You** have a claim, **We** shall deduct the instalments for the remaining **Policy Term** from the amount **We** pay **You** for an authorised claim.

ADDITIONAL INFORMATION AND CONFIRMATION OF TRANSACTIONS

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

FINANCIAL CLAIMS SCHEME

If the underwriter becomes insolvent, this **Policy** may be protected under the Federal Government's Financial Claims Scheme administered by the Australian Prudential Regulation Authority (APRA). This means that if **You** meet certain eligibility criteria **You** may receive payment under the scheme. For more information please refer to the following website: <https://www.fcs.gov.au>

POLICY TERMS AND CONDITIONS

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

DEFINITIONS

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

"API" means Asset Protection Insurance, this insurance Policy.

"Comprehensive Motor Vehicle Insurance" means a fully comprehensive third-party fire & theft insurance policy for Your Vehicle to which You are named or eligible to drive.

"Contributory Negligence" means the failure by You to act carefully or thoughtfully and which, in the opinion of the comprehensive motor vehicle insurer, contributed to the damage to Your 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 of Your Vehicle.

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

"Finance Company" means An authorised Australian finance company You have the Finance Agreement with relating to Your Vehicle.

"Glass's Guide Retail Transacted Value" means an independent vehicle value guide published monthly by Glass's Information Services Limited, used by the insurance industry in assessing values relating to vehicles. Their retail transacted value is based on the typical sale price achieved by a retail dealer.

"Negative Equity" means any finance carried over from a previous vehicle or finance agreement.

"Policy" means this API policy.

"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 defined by the Cover Commencement Date and the cover expiry date stated on Your Policy Schedule.

"Replacement Vehicle Value" means the replacement vehicle value for the Vehicle that is specified in Your Certification of Cover.

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

"Selling Agent" means an individual or company approved by AWN as an approved representative

"Sum Insured" means the maximum amount that We will pay following a claim under this insurance, as shown on Your Policy Schedule.

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

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

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

"You", "Your", "Yourself" or "Yours" means the insured named in the Policy Schedule

"Vehicle" means the vehicle specified on Your Policy Schedule being a vehicle not exceeding 3.5 tonnes registered and used in Australia and having a maximum value of \$120,000.

"We, Us, Our" means VSC acting through their coverholder Australian Warranty Network Pty Ltd. (AWN) trading as AWN Insurance.

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” below);
- **You** check the information **You** have given **Us** is accurate (see “**Your Duty of Disclosure**” below);
- **You** notify **Your Selling Agent** 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.

1. ELIGIBILITY

API is available for used vehicles and may be purchased for vehicles purchased within 60 days before the cover start date. When **You** applied for this insurance, **We** asked **You** to confirm that **You** were eligible for cover. Some of the eligibility requirements are as follows:

- **Your Vehicle** must be covered by a Comprehensive Motor Insurance **Policy** throughout the **API Policy Term**. Please note Motor Trade insurance policies are excluded.
- **Your Vehicle** must be more than two years old from date of first registration.
- **You** are the registered owner or keeper of **Your Vehicle**.
- The **Vehicle** is NOT a motorcycle, motor scooter or moped or caravan.
- **Your Vehicle** has not been declared a **Total Loss** before the **Cover Commencement Date** of this **Policy**.
- **Your Vehicle** is not currently damaged, lost or stolen before the **Cover Commencement Date** of this **Policy**.
- The value of **Your Vehicle** does not exceed \$120,000 at the **Cover Commencement Date** of this insurance.
- **Your Vehicle** is under 10 years old at the **Policy Cover Commencement Date**.
- The value of **Your Vehicle** is more than \$10,000 at the **Cover Commencement Date**.
- **Your Vehicle** is not a commercial vehicle with a gross vehicle weight exceeding 3.5 tonnes or used as a taxi or any other vehicle used for transporting goods for hire, fare or reward.
- **You** have not changed **Your Vehicle** in any way from the **Vehicle’s** manufacturer specification.
- **Your Vehicle** is registered in Australia.
- **You** are a permanent resident in Australia or an Australian registered company.
- **You** and any other insured person named in the **Policy Schedule** must be over twenty-one (21) years old.
- A Guaranteed Asset Protection (GAP) insurance **Policy** is not already in place for **Your Vehicle**.

We may decide not to offer cover if **Your Vehicle** does not meet specified eligibility criteria that **We** set based on the use, age, value, make or model of the **Vehicle**.

2. COOLING OFF PERIOD

You may cancel the **Policy** for any reason within 28 days from the application date of the **Policy** by notifying **Us** in writing, or by calling **Us** on (07) 3802 5577 or emailing **Us** at claims@awninsurance.com.au. This is known as the “Cooling Off Period”. **You** will need to return the 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 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 or duties **We** cannot recover from other sources. After the Cooling Off Period ends **You** still have cancellation rights (see Section 7).

3. WHAT DO WE PAY?

This insurance is designed to pay the shortfall between the amount **Your Comprehensive Motor Vehicle Insurance** provider pays as a result of a Total Loss claim and the original **Replacement Vehicle Value** of **Your Vehicle** or the outstanding balance owed on **Your Finance Agreement**, whichever is the greatest, up to the **Sum Insured** amount that appears on **Your Policy Schedule**. **We** will pay up to the amount specified in the table below for the applicable cover option shown on **Your Policy Schedule**.

4. CHOICE OF COVERAGES

COVERAGE OPTION	COVERAGE A	COVERAGE B	COVERAGE C
API Cover Benefit Limit	\$8,000	\$12,000	\$15,000
API PLUS Benefit Limit	\$1,500	\$3,000	\$3,000

ADDITIONAL API PLUS BENEFIT

In addition to the **API** Cover Benefit, **API** Plus Benefit Cover is also provided to assist **You** to pay the following, up to the maximum limit specified for the cover option **You** select:

- The relevant excess paid by **You** under **Your Comprehensive Motor Vehicle Insurance** relating to the event causing the **Total Loss** Payment; and
- Up to 10 days car hire up to a maximum of \$100 per day, whilst **You** are without a vehicle following the **Total Loss**, but only if the car hire has been arranged or approved by **Us** first,
- Dealer delivery charges, compulsory third-party insurance, 12 months registration and stamp duty payable on **Your** replacement vehicle; and
- 12 months **Comprehensive Motor Vehicle Insurance** premium on **Your** replacement vehicle.

5. PERIOD OF INSURANCE

The **Policy** will commence on the commencement date specified on the **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 **You** ownership of **Your Vehicle** ends; or
- On the date **Your Vehicle** is repossessed by the **Finance Company**; or
- On payment of a claim under **Your Policy**.

6. 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 Vehicle**.
- Any amount that has been 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 vehicle that was not manufactured for or intended to be sold in Australia.
- Any incident resulting in a **Total Loss** which did not occur in Australia.
- **Your Vehicle** if it is used for hire or rental purposes.
- Any loss of use of **Your Vehicle** or any other direct or indirect losses (such as travel costs or loss of earnings).
- Any **Negative Equity**.
- The **Salvage Value** of **Your Vehicle** if **You** are not required or choose not to transfer the ownership to **Your Comprehensive Motor Vehicle Insurance** provider or a **Third-Party Motor Insurer**.
- Any claim where **Your Comprehensive Motor Vehicle Insurance** provider or a **Third-Party Motor Insurer** has offered to repair **Your Vehicle** but **You** have requested the claim to be dealt with on a **Total Loss** basis.
- **Your Vehicle** if it is used as an emergency vehicle, for track days, road racing, rallying, pace making, speed testing or any other competitive event.
- Any loss where **You** have not received a **Total Loss** payout from **Your Comprehensive Motor Vehicle Insurance** provider.
- 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 early discharge penalty payment or additional interest owed under the **Finance Agreement**.
- Any loss that is attributable to or arising from a variation of the **Finance Agreement** after the **Policy** had been entered into. Alterations to the **Finance Agreement** after the **Policy** has been accepted is not allowed.

7. CANCELLATION

AUTOMATIC CANCELLATION

This **policy** will automatically end on the earliest of the following dates:

- The expiry date shown on **Your Policy Schedule**.
- The date **You** vary **Your Finance Agreement**.
- The date on which **Your Vehicle** is repossessed by the **Finance Company**.
- The date **Your Vehicle** is declared a **Total Loss**
- The date **Your Vehicle** is sold or transferred to a new owner.
- The date **Your Comprehensive Motor Vehicle Insurance** lapses or is cancelled.

YOUR CANCELLATION RIGHTS

In addition to **Your** cooling off rights, **You** may cancel the **Policy** at any time by notifying **Us** in writing and returning the Schedule to **Us**, or by calling **Us** (07) 3802 5577 or emailing **Us** at claims@awninsurance.com.au. 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 terms relating to 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.

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 cancellation fee of \$110 and any government charges **We** are unable to recover.

8. RENEWING YOUR POLICY

This insurance **Policy** cannot be renewed or extended.

9. YOUR DUTY OF DISCLOSURE

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

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

You have this duty until **We** agree to insure **You**.

10. VARIATIONS, EXTENSION AND REINSTATEMENTS

For variations, extensions and reinstatements, **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.

IF YOU DO NOT TELL US SOMETHING

If **You** do not tell **Us** anything **You** are required to tell **Us**, **We** may cancel **Your** contract or reduce the amount **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 contract as if it never existed.

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**.

Unless the context otherwise provides, in this section '**We**,' '**Our**' or '**Us**' means VSC 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.

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.

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.

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.

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**, reinsurers, **Your 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** appoint 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 region of Asia-Pacific, UK, USA and South Africa. Who they are may change from time to time. **You** can contact **Us** for details or refer to **Our Privacy Policy** available at **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.

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 **Our** Website www.awninsurance.com.au or by contacting **Us** on (07) 3802 5577 EST 9am-5pm, Monday-Friday. VSC's Privacy **Policy** is available at <https://www.thewarrantygroup.asia/privacy> or by calling the VSC Privacy Officer on 1300 654 611.

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, please contact **Us** by calling (07) 3802 5577, alternatively **You** can opt out by emailing administration@awninsurance.com.au, **We** will cancel **Your policy** and accordingly refund the premium.

11. 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 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.

12. 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.

13. HOW TO MAKE A CLAIM

WHO TO CONTACT

To make a claim please contact AWN whose contact details are provided below.

In writing: P.O. Box 4301, Loganholme, QLD 4129

Phone: (07) 3802 5577

Web: www.awninsurance.com.au

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.

- Before **You** accept any offer or valuation from a motor insurer, **You** must notify the AWN Claims Team on (07) 3802 5577. Failure to do this may result in **Your** claim being settled based on the **Glass's Guide Retail Transacted Value** and not the **Total Loss Valuation** applied by **Your Comprehensive Motor Vehicle Insurance** provider. If **Your Vehicle** is not shown in Glass's Guide, **We** will use the average retail value of three similar vehicles by reference to Glass's Guide, other trade publications or the internet.
- All claims must be reported to the claims team as soon as possible and within 60 days of the **Total Loss** offer. **You** must complete a claim form (in full) and provide at **Your** own expense, any information and assistance which the claims team may require in establishing the amount of any payment under **Your** insurance.
- **You** will need to provide supporting documents which may include:
 - i) proof of the amount of payment of **Your Total Loss** claim;
 - ii) a copy of **Your Comprehensive Motor Vehicle Insurance Policy schedule**;
 - iii) details of **Your Finance Agreement/Early Settlement Amount** (if applicable);
 - iv) other relevant documents as requested by **Us**.
- If **You** do not report **Your** claim as soon as possible and within 60 days of the **Total Loss** offer and this affects the ability of the claims team to fully assess **Your** claim and/or keep **Our** losses to a minimum, **Your** claim may not be paid or may not be paid in full.

14. HOW WE DEAL WITH YOUR CLAIM

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

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

15. 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 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.

16. DISPUTES RESOLUTION

Complaints about **Policy** & claim administration matters

If **You** wish to make a complaint about service matters such as general administration of **Your Policy**, **You** may request that it be dealt with by the supervisor or manager directly responsible for that area. If **You** are not satisfied **Your** complaint will be referred to **Our** Internal Dispute Resolution Committee (IDRC) to review the dispute at no cost to **You**. **You** can contact **Our** Internal Dispute Resolution Panel at;

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** dispute, **You** can take the matter to VSC to review the dispute at no cost to **You**. VSC can be contacted at;

Virginia Surety Company, Inc. PO Box 246, Balwyn Vic 3103, Phone: 1300 654 611 or by emailing customerfeedback@thewarrantygroup.com

If **You** are still not satisfied with the outcome of either **Our** review or VSC's review, **You** are entitled to take the matter to the external disputes resolution body. The external resolution body up to 31 October 2018 is the Financial Ombudsman Service (FOS), who will be replaced on 1 November 2018 by the Australian Financial Complaints Authority (AFCA). These parties may be contacted:

FOS	AFCA
Up to 31 October 2018	From 1 November 2018
by phone on 1800 367 287 (free call);	by phone on 1800 931 678 (free call)
by post: GPO Box 3, Melbourne VIC 3001;	by post: GPO Box 3, Melbourne VIC 3001
by emailing them at: info@fos.org.au ; or	by emailing them at: info@afca.org.au
on the web: www.fos.org.au .	on the web: www.afca.org.au

These parties provide an independent service which will investigate **Your** complaint and provide a ruling at no cost to **You**.

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

17. SUBROGATION

When **We** pay a claim under the **Policy**, **We** have the right to take over and enforce any right **You** may have to recover the loss from another party. **We** may do this in **Your** name and **You** have an obligation to assist **Us** as required.

18. GENERAL INSURANCE CODE OF PRACTICE

AWN adheres to the General Insurance Code of Practice (Code). The Code was developed with the objective of raising the standards of service and practices in the insurance industry to a level that seeks to achieve total customer satisfaction. The Code aims to improve the quality of **Policy** documentation and information provided to consumers; employee and agent training; claims handling and dispute resolution.

You can obtain more information on the Code of Practice and how it assists **You** by contacting **Us** or visiting www.codeofpractice.com.au

19. SOME LEGAL AND REGULATORY INFORMATION

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:

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

ABN:

ADDRESS:

PHONE:

AR NUMBER:

Third Party Introducer (TPI) Details (if applicable)

TPI:

ABN:

ADDRESS:

PHONE:

WHAT IS THE PURPOSE OF THIS DOCUMENT?

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

THIS FSG CONTAINS INFORMATION ABOUT:

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

WHAT DOCUMENTS WILL YOU RECEIVE?

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

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

HOW YOU CAN PROVIDE INSTRUCTION TO US

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

ABOUT US AND OUR SERVICES

We are an Authorised Representative of the following 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@awninsurance.com.au

AWN provides the listed products underwritten by Virginia Surety Company, Inc.(VSC).

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:

- Extended Warranty
- 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

WHAT SHOULD YOU DO IF YOU HAVE A COMPLAINT?

Complaints about policy & claim administration matters

If You wish to make a complaint about service matters such as general administration of Your policy, or about a claim, the first thing You should do is contact AWN, and Your complaint will be referred to their Internal Dispute Resolution Committee (IDRC) to review the dispute at no cost to You. 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 VSC to review the dispute at no cost to You. This review will normally be completed within 15 business days. VSC can be contacted at; Virginia Surety Company Inc. PO Box 246, Balwyn Vic 3103, Phone 1300 654 611 or by emailing 'customerfeedback@thewarrantygroup.com

If You are still not satisfied with the outcome of either AWN's review or the VSC'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 AWN's and the VSC'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.

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.