

# LAPI

## Asset Protection Insurance

### Product Disclosure Statement and Financial Services Guide



Coverholder at **LLOYD'S**

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 Lloyds 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 **Purchase Price** of **Your Asset** or if greater, the **Early Settlement Amount** that **You** owe **Your Finance Company**, following the **Total Loss** of **Your Asset** during the **Policy** Term.

In addition, **We** will pay the relevant 'Additional Cover 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 Asset 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 PDS document for the full details of the terms, conditions, limits and exclusions that apply before deciding to purchase the **Policy**.

## 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 20<sup>th</sup> February 2020 (Rev.06). Certain words have special meanings which are explained in the Definitions section of the **Policy** Terms and Conditions.

## 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.

## CHECK IF THE POLICY IS SUITABLE TO 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 Contract which may not be paid out in full under their **Comprehensive Asset Insurance** 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 Asset Insurance** in the event of a **Total Loss Claim**.

## GENERAL ADVICE WARNING

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

## ABOUT AWN AND THE INSURER

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

The **Insurer** can be contacted:

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

Level 9, 1 O'Connell Street, Sydney NSW 2000

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

**Post:** PO Box 4301, Loganholme QLD 4129

**Phone:** (07) 3802 5577

**Web:** [www.awninsurance.com.au](http://www.awninsurance.com.au)

## BENEFITS OF THE POLICY

Following a valid **Claim**, where **Your Asset** is declared a **Total Loss** by **Your Comprehensive Asset Insurance** provider, **We** will pay the difference, up to the **Sum Insured** shown on **Your Policy Schedule**, between the **Total Loss Valuation** of **Your Asset** and the **Purchase Price** of **Your Asset** 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**.

## CHOICES OF COVERAGE

Coverage Option	Coverage A	Coverage B	Coverage C	Coverage D	Coverage E
API Cover Benefit Limit	\$5,000	\$10,000	\$15,000	\$20,000	\$30,000
Additional Cover Benefit Limit	\$2,000	\$2,000	\$4,000	\$7,000	\$10,000

In addition to the **API Cover Benefit**, Additional Cover 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 Asset 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 an **Asset** following the **Total Loss**, but only if the car hire has been arranged or approved by **Us** first; and
- Dealer delivery charges, compulsory third party insurance, 12 months registration and stamp duty payable on **Your** replacement **Asset**; and
- 12 months **Comprehensive Asset Insurance** premium on **Your** replacement **Asset**.

**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 Contract; and
- The amount potentially payable under **Your Comprehensive Asset Insurance** in the event of a **Total Loss** Payment; and
- The potential gap between the amount payable under **Your** Finance Contract 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 that are not listed in the summary. **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** 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.

## 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.

## SELLING AGENT

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

## ADDITIONAL INFORMATION AND CONFIRMATION OF TRANSACTIONS

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

## 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.

# 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.

**Asset** means the covered Asset identified and specified on the Certification of Cover.

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

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

**Contract Term** means the period stated on Your Policy Schedule.

**Contributory Negligence** means the failure by You to act carefully or thoughtfully and which, in the opinion of an Asset insurer, contributed to the damage to Your Asset 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 will still have an outstanding balance after We have settled Your Claim. For example, You may have borrowed to pay for insurance premiums, road fund licence, new Asset registration fee, fuel, paintwork and/or upholstery protection kits 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 Asset.

**Finance Company** means an authorised Australian Finance Company You have the Finance Agreement with relating to Your Asset.

**Glass's Guide Retail Transacted Value** means an independent vehicle Market 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 Asset 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.

**Purchase Price** means the price paid by You for Your Asset (including all factory fitted accessories, delivery for a new Asset and dealer fitted accessories) after any discount given. The Purchase Price does NOT include the cost of new Asset registration fees, number plates, fuel, paintwork protection applications, insurance premiums (including the premium for this Policy), warranty premiums/charges, any arrears or any finance carried over from a previous Finance Agreement.

**Salvage Value** means any deduction made under Your Comprehensive Asset Insurance Policy for You to retain the salvage of Your Asset.

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

**Total Loss** means where You have submitted a valid Claim under a Comprehensive Asset Insurance Policy and the insurer declares that Your Asset is beyond economic repair resulting in a payment being made.

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

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

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

## 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');
- **You** check the information **You** have given **Us** is accurate (see 'Duty of Disclosure');
- **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.

## ELIGIBILITY

**API** is available for new and used **Assets** and is available for **Assets** purchased 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 Asset** must be covered by a **Comprehensive Asset Insurance Policy** throughout the **Contract Term**. Please Note: asset trade insurance policies are excluded.
- **You** are the registered owner or keeper of **Your Asset**.
- The **Asset** is NOT a motorcycle, motor scooter or moped.
- **Your Asset** has not been declared a **Total Loss** before the **Cover Commencement Date** of this **Policy**.
- **Your Asset** is under 15 years old at the **Policy Cover Commencement Date**.
- **Your Asset** is not a commercial **Asset** with a gross **Asset** weight exceeding 3.5 tonnes or used as a taxi or any other **Asset** used for transporting goods for hire, fare or reward.
- **You** have not changed **Your Asset** in any way from the **Asset's** manufacturers specification.
- **Your Asset** is registered in Australia.
- **You** are a permanent resident in Australia or an Australian registered company.
- A Guaranteed Asset Protection (GAP) Insurance **Policy** is not already in place for **Your Asset**.

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

## COOLING-OFF PERIOD

**You** may cancel this **Policy** for any reason within 30 days from the Application Date by notifying **Us** in writing, or by calling **Us** on (07) 3802 5577 or emailing **Us** at [claims@awninsurance.com.au](mailto:claims@awninsurance.com.au). This is known as the 'Cooling-Off Period'. **You** will need to return the **Policy Schedule** to **Us**, together with a letter to request cancellation of the **Policy** during the cooling-off period. If the **Policy** has been issued to more than one person each person must authorise and sign the cancellation request. Provided no **Claim** has been paid 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.

## WHAT DO WE PAY

This insurance is designed to pay the shortfall between the amount **Your Comprehensive Asset Insurance** provider pays as a result of a **Total Loss Claim** and the original **Purchase Price** of **Your Asset** 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**.

The **Purchase Price** does NOT include the cost of new **Asset** registration fees, number plates, fuel, paintwork protection applications, insurance premiums (including the premium for this **Policy**), warranty premiums/charges, any arrears or any finance carried over from a previous **Finance Agreement**.

## CHOICES OF COVERAGE

Coverage Option	Coverage A	Coverage B	Coverage C	Coverage D	Coverage E
API Cover Benefit Limit	\$5,000	\$10,000	\$15,000	\$20,000	\$30,000
Additional Cover Benefit Limit	\$2,000	\$2,000	\$4,000	\$7,000	\$10,000

## ADDITIONAL COVER

In addition to the **API Cover Benefit**, Additional Cover 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 Asset 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 an **Asset** following the **Total Loss**, but only if the car hire has been arranged or approved by **Us** first; and
- Dealer delivery charges, compulsory third party insurance, 12 months registration and stamp duty payable on **Your** replacement **Asset**; and
- 12 months **Comprehensive Asset Insurance** premium on **Your** replacement **Asset**.

## 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 as shown on **Your Policy Schedule**; or
- The effective date of **Your Policy** being cancelled; or
- The date **Your Comprehensive Asset Insurance** lapses or is cancelled (except when **Your Asset** has been replaced with a new **Asset** and **API** cover is accepted as outlined in 'Replacement Asset Cover'); or
- From the time **Your** ownership of **Your Asset** ends (except when **Your Asset** has been replaced with a new **Asset** and **We** agree to transfer the **Policy** to cover the replacement **Asset** as outlined in 'Replacement Asset Cover'); or
- On payment of a **Claim** under **Your Policy**.

## REPLACEMENT ASSET COVER - FOR NEW CARS ONLY

Where **Your Asset** is a **Total Loss** and **Your Comprehensive Asset Insurance** does not cash settle the **Claim** but replaces the **Asset** with a brand new **Asset**, **You** have the option to apply to change **Your Asset** covered under this **Policy** with this brand new **Asset**. If **We** agree to a change the **Asset** covered under this **Policy**, the Replacement **Asset** Value listed on the first **Policy Schedule** issued under this **Policy**, will not change.

If **We** don't agree to change the **Asset** covered under this **Policy**, **We** will pay **You** a refund of **Your** Premium unless **You** have exercised any of **Your** rights or powers under **Your Policy** such as making a **Claim** or the **Contract Term** has ended. If **We** do this **Your Policy** ends.

## 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 Asset**.
- Any amount in excess of the **Purchase Price** that **You** may have borrowed under the Finance Agreement. For example, **You** may have borrowed to pay for insurance premiums, road fund licence, new **Asset** registration fee, 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 **Asset** 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 Asset** if it is used for hire or rental purposes (rideshare is acceptable).
- Any loss of use of **Your Asset** or any other direct or indirect losses (such as travel costs or loss of earnings).
- Any **Negative Equity**.
- The **Salvage Value** of **Your Asset** if **You** are not required or choose not to transfer the ownership to **Your Asset Insurer** or a **Third-Party Asset Insurer**.
- Any **Claim** where **Your Asset Insurer** or a **Third-Party Asset Insurer** has offered to repair **Your Asset** but **You** have requested the **Claim** to be dealt with on a **Total Loss** basis.
- **Your Asset** if it is used as an emergency **Asset**, for track days, road racing, rallying, pacemaking, speed testing or any other competitive event.
- **Your Asset** if it is driven by any person not holding a valid current licence to drive **Your Asset**.
- **Your Asset** if the **Total Loss** occurred after it was taken or driven without **Your** consent by a family member, spouse or partner.
- If the **Total Loss** was the result of a theft when **Your Asset** was left unoccupied (that is, nobody is inside it) and is left unlocked, with the windows or roof open or with the keys inside or on it.

- Any theft or malicious damage **Claim** which is not accompanied by a valid crime reference number.
- **Your Asset** if the **Total Loss** occurred while the person in charge of the **Asset** is convicted of driving under the influence of drink or drugs at the time of an incident, or driving against medical advice.
- 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.
- **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).

## CANCELLATION

### AUTOMATIC CANCELLATION

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

- The expiry date as shown on **Your Policy Schedule**.
- The date on which **Your Asset** is repossessed by the **Finance Company**.
- The date **Your Asset** is declared a **Total Loss**.
- The date **Your Asset** is sold or transferred to a new owner.
- The date **Your Comprehensive Asset Insurance** lapses or is cancelled (except when **Your Asset** has been replaced with a new **Asset** and **API** cover is accepted as outlined in 'Replacement Asset Cover').

### 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 **Policy Schedule** to **Us**, or by calling **Us** on (07) 3802 5577 or emailing **Us** at [claims@awninsurance.com.au](mailto: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 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**.

## RENEWING OUR POLICY

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

### 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**.

### VARIATIONS, EXTENSIONS 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 DON'T 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**.

## PRIVACY NOTICE AND CONSENT

Unless the context otherwise provides, in this section '**We**', '**Our**' or '**Us**' means the Underwriters 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**, other insurers and reinsurers, Lloyd's, **Our Claim** management partner(s), **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 United Kingdom 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 [www.awninsurance.com.au](http://www.awninsurance.com.au) or by contacting **Us** on (07) 3802 5577 EST 9am - 5pm, Monday-Friday.

## YOUR CHOICES

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

## 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 **Claim** 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.

## 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.

## MAKING A CLAIM

### WHO TO CONTACT

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

**Post:** PO Box 4301, Loganholme QLD 4129

**Phone:** (07) 3802 5577

**Web:** [www.awninsurance.com.au](http://www.awninsurance.com.au)

### THINGS YOU MUST DO

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 an **Asset** 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 Asset** insurer. If **Your Asset** is not shown in Glass's Guide, **We** will use the average retail value of three similar **Assets** 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:
  - proof of the amount of payment of Your Total Loss Claim;
  - a copy of Your Comprehensive Asset Insurance Policy Schedule;
  - details of Your Finance Agreement/Early Settlement Amount (if applicable);
- 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.

## HOW WE DEAL WITH YOUR CLAIM

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

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

## 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.

## 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 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 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.

## COMPLAINTS RESOLUTION

### COMPLAINTS ABOUT POLICY AND 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.

**You** can contact **Us** at:

#### AWN IDRC

**Post:** PO Box 4301, Loganholme QLD 4129

**Phone:** (07) 3802 5577

**Email:** [idr@awninsurance.com.au](mailto:idr@awninsurance.com.au)

**Web:** [www.awninsurance.com.au](http://www.awninsurance.com.au)

If **You** are still not satisfied after receiving 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**.

#### LLOYD'S GENERAL REPRESENTATIVE AUSTRALIA

**Post:** Level 9, 1 O'Connell Street, Sydney NSW 2000

**Phone:** (02) 8298 0783

**Email:** [idraustralia@lloyds.com](mailto:idraustralia@lloyds.com)

**Web:** [www.awninsurance.com.au](http://www.awninsurance.com.au)

If **You** are still not satisfied with the outcome of either **Our** review or Lloyd's review, **You** are entitled to take the matter to the external disputes resolution body. The external resolution body is the Australian Financial Complaints Authority (AFCA).

#### AFCA

**Post:** GPO Box 3, Melbourne VIC 3001

**Phone:** 1800 931 678 (free call)

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**Web:** [www.afca.org.au](http://www.afca.org.au)

They 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.

## 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 certain Underwriters at Lloyd's. Lloyd's has adopted the Code subject to certain Lloyd's specific qualifications.

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](http://www.codeofpractice.com.au).

## SOME LEGAL AND REGULATORY INFORMATION

### SEVERAL LIABILITY

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

### 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.

## DISPUTES

The Underwriters accepting this Insurance agree that:

- If a dispute arises under the **Policy**, the **Policy** 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;
- Any summons notice or process to be served upon the Underwriters may be served upon:  
**Lloyd's Underwriters' General Representative in Australia**  
Level 9, 1 O'Connell Street, Sydney NSW 2000  
who has authority to accept service and to appear on the Underwriters' behalf;
- 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.

## 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.