

Excess Plus Reimbursement Insurance

Sample Product Disclosure Statement and Policy Document

WELCOME

Welcome to Your Excess Plus Reimbursement Insurance.

If within the coverage period of Your complimentary Excess Plus Reimbursement Insurance, You are required to pay the cost of a Basic Excess as the result of an At-Fault Collision in accordance with Your Comprehensive Vehicle Insurance, and all such repairs have been paid for, We will reimburse You for the amount of the Basic Excess You have paid, up to the limit stated in the Policy Schedule, subject to the terms, conditions and exclusions.

You can only make one Claim under this Policy, up to the maximum Benefit Limit. Once a single Claim is approved, no further reimbursements are payable.

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 1st of March 2023. 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 FOR YOU

This Policy is more likely to be suitable for people who have an excess under their Comprehensive Vehicle Insurance in the event of a valid At-Fault Collision Claim. It is not suitable for any person that has no excess under their Comprehensive Vehicle Insurance coverage in the event of a valid At-Fault Collision Claim.

ADVICE WARNING

Any financial product advice given to You by the Authorised Representative is general advice only, limited to this insurance Policy only.

Any product information given to You by the Referrer will be factual information and they are not authorised to provide any advice, limited to this insurance Policy only.

In all instances, the Authorised Representative or the Referrer does not take into account Your personal objectives, needs or financial circumstances. Please read the Product Disclosure Statement to consider whether this Policy is appropriate for Your personal objectives, needs or financial circumstances before entering into the Policy.

ABOUT AWN AND THE INSURER

Australian Warranty Network Pty Ltd. (AWN) trading as AWN Insurance, (ABN 78 075 483 206) is an Australian Financial Services Licence No. 246469, authorised to provide general financial product advice and deal in general insurance products. This insurance is underwritten by Sovereign Insurance Australia Pty Ltd (Insurer) (ABN 85 138 079 286) who holds AFS Licence No 342516. Under a binding authority with the Insurer, AWN as a managing general agent is authorised by them to arrange, issue, vary, cancel and handle all Claim enquiries for these Products on their behalf.

The Insurer can be contacted:

Sovereign Insurance Australia Pty Ltd 3801-3803 Pacific Highway, Tanah Merah, QLD 4128 If You need information about this insurance, in the first instance You should contact AWN Insurance at the details set out below. **Post**: PO Box 4301, Loganholme QLD 4129 **Phone**: (07) 3802 5577

Web: www.awninsurance.com.au

COST OF THE POLICY

There is no premium payable by You for this product.

THE PEOPLE WHO PROVIDE OUR SERVICES

We may use Authorised Representatives or Referrers approved by AWN.

Authorised Representatives are other third parties who We have authorised to provide Your information and Your Vehicle information to Us to allow Us to be able to provide You with this Excess Plus Reimbursement Insurance.

Referrers are other third parties who We have authorised to provide Your information and Your Vehicle information to Us to allow Us to be able to provide You with this Excess Plus Reimbursement Insurance. They will only provide factual information and are not authorised to provide any product or financial advice.

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 another compliant document to update the relevant information except in limited cases, such as, where the information is not something that would affect You negatively, where We may issue You with notice of this information in other forms or keep an internal record of such changes. You can get a paper copy free of charge by contacting AWN Insurance using Our details provided in this document.

POLICY TERMS AND CONDITIONS

Please read these Policy Terms & 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 a specific meaning:

At-Fault Collision means an accident Involving You or a Named Driver driving covered by Your Comprehensive Vehicle Insurance.

Authorised Representative means an individual or company appointed by AWN as an approved representative who is limited to give general advice only.

Benefit Limit means the monetary limit for a valid Claim under this complimentary Excess Plus Reimbursement Insurance indicated on the Policy Schedule

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

Comprehensive Vehicle Insurance means a fully comprehensive third-party Fire and Theft Insurance Policy for Your Vehicle to which You are named or eligible to drive, as issued by the originating Selling Agent and as indicated on the Policy Schedule.

Covered Excess means the amount You pay as a contribution to a Claim made under Your Comprehensive Vehicle Insurance policy.

Excess Plus Reimbursement Insurance means this document.

Insurer means Sovereign Insurance Australia Pty Ltd.

Period of Insurance means the period during which cover is provided under this Policy as shown on the Policy Schedule. The Policy commences from the Cover Commencement Date and ends on the Expiry Date as stated on the Policy Schedule, unless the Policy ends earlier in accordance with the Policy terms and conditions.

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.

Referrer means an individual or company approved by AWN who is limited to give factual advice only.

Vehicle means the registered motor vehicle shown in Your policy details document including its:

standard tools, modifications and accessories as supplied by the manufacturer; and

fitted or non-standard extras, modifications and accessories.

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

You, Your means the person(s) named on this Policy Schedule and on the Comprehensive Vehicle Insurance policy details document as the policyholder.

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 ('General Conditions' below);
- You check the information You have given Us is accurate (see 'Your Duty of Reasonable Care.');
- You notify AWN 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.

COVERAGE

If within the coverage period of Your complimentary Excess Plus Reimbursement Insurance issued to You:

- You are required to pay the cost of a Basic Excess as the result of an At-Fault Collision in accordance with your Comprehensive Vehicle Insurance; and
- All such repairs have been paid for, We will reimburse You for the amount of the Basic Excess You have paid, up to the limit stated in this Policy Schedule, subject to the terms, conditions and exclusions contained in the Policy Schedule.

All cover is subject to terms, conditions, exclusions and limitations. You need to read the Policy Terms and Conditions included in this document to properly understand the cover provided and its limitations.

POLICY LIMIT

You can only make one Claim under this Policy, up to the applicable Benefit Limit, depending on the type of Claim. Once a single Claim is approved, no further reimbursements are payable. The maximum Benefit Limit of this Policy is up to:

- \$2,000 for any At-Fault Collision excluding any weather event Claim relating to hail, storm, cyclone, bushfire or flood damage; or
- \$500 for any At-Fault Collision Claim relating to a wether event including hail, storm, cyclone, bushfire or flood damage.

GENERAL CONDITIONS

No benefit is payable unless:

- 1. The repair in total must be over \$1,000.
- 2. At the time of the accident;
 - i. Your Comprehensive Vehicle Insurance is in force; and
 - ii. Provides cover for the Vehicle involved in the accident; and
 - iii. List You as the policyholder; and
 - iv. You or anyone with Your permission (as relevant) are twenty-one (21) years of age or older and hold a full Australian licence, excluding Provisional and Learner Licences.
- 3. The repair has been approved under Your Comprehensive Vehicle Insurance and We have received satisfactory proof of the Covered Excess amount.

COOLING-OFF PERIOD

You may cancel this Policy for any reason within 30 days from the Application Date by notifying Us in writing, or by calling Us on (07) 3802 5577 or by emailing Us at <u>claims@theclaimshub.com.au</u>. This is known as the 'Cooling-Off Period'. If the Policy has been issued to more than one person each person must authorise and sign the cancellation request.

As this is a complimentary product there will be no applicable refund of any premium.

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 in accordance with the Cooling-Off Period; or
- The date Your Comprehensive Vehicle Insurance lapses or is cancelled; or
- On payment of a Claim under Your Policy.

EXCLUSIONS

Event or Circumstance

Any not At-Fault Collision Claims as nominated by a Comprehensive Vehicle Insurance provider where no Covered Excess applied.

YOUR DUTY OF REASONABLE CARE

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.

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

VARIATIONS, EXTENSIONS AND REINSTATEMENTS

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

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

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.

We value the privacy of personal information and are bound by the Privacy Act 1988 when We collect, use, disclose or handle personal information. We collect personal information to offer, provide, manage and administer the many financial services and products We are involved in. By accepting this insurance product from Us and by providing Us with Your personal and/or sensitive personal information, You consent to Your information being used, processed, disclosed, transferred and retained for the purposes set out within this notice.

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
- Notify You of any renewable offers to any previously issued Policies; 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, Our claim management partner(s), Your 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, Asia-Pacific 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 <u>www.awninsurance.com.au</u> or by contacting Us on (07) 3802 5577 AEST 9 am - 5 pm, 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** 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 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.

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.

HOW TO MAKE A CLAIM

Who to Contact?

Read the full terms of this Policy carefully to ensure Your Claim is covered.

To make a Claim, go to https://sovereigninsurance.com.au/forms/excess-claim-form.pdf

We require:

- 1. A copy of Your Comprehensive Vehicle Insurance policy;
- 2. A copy of the Driver's Licence of the driver at the time of the accident; and
- 3. A completed Excess Plus Reimbursement Claim Form.

If further information is required, please contact:

AWN Insurance

Phone: 07 3802 5577

Email: claims@theclaimshub.com.au

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

Things You must do

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

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 a benefit under this insurance, Your right to any benefit under this insurance will end, Your Policy will be cancelled without any Premium refund and We will be entitled to recover any benefit paid and costs incurred as a result of any such deliberately fraudulent or misleading Claim. We may also inform the police.

COMPLAINTS RESOLUTION

Complaints About Policy and Claim Administration Matters

This Insurance is subject to the provisions of the Insurance Council of Australia's General Insurance Code of Practice. For more information see <u>www.codeofpractice.com.au</u>

If You have any concerns or wish to make a complaint in relation to this policy, Our services or Your insurance Claim, please let Us know and We will attempt to resolve Your concerns in accordance with Our Internal Dispute Resolution procedure.

Please contact AWN Insurance in the first instance:

Internal Dispute Resolution Officer - AWN Insurance	
Email: idr@awninsurance.com.au	Phone: (07) 3802 5577
Post: PO Box 4301, Loganholme QLD 4129	

We will acknowledge receipt of Your complaint and do Our utmost to resolve the complaint to Your satisfaction within 10 business days.

If We cannot resolve Your complaint to Your satisfaction, We will escalate Your matter to Sovereign Insurance Australia. Their contact details are:

Sovereign Insurance Australia	
Email: complaints@sovereigninsurance.com.au	Phone: 1800 240 125

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

A final decision will be provided to You within 30 calendar days of the date on which You first made the complaint.

You may refer Your complaint to the Australian Financial Complaints Authority (AFCA) at any time, and if Your complaint is not resolved to Your satisfaction within 30 calendar days of the date on which You first made the complaint:

AFCA can be contacted as follows:	
Email: info@afca.org.au	Phone: 1800 931 678
Post: GPO Box 3 Melbourne VIC 3001	

Your complaint must be referred to AFCA within 2 years of the final decision. If Your complaint is not eligible for consideration by AFCA, undertake Your own legal proceedings.

The Insurer accepting this Insurance agrees that:

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

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

National Claims Manager - AWN Insurance

Email: claims@theclaimshub.com.au

Phone: (07) 3802 5577

Post: PO Box 4301, Loganholme QLD 4129

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:

Authorised Representative Details				
"We", "Us", "Our":		ABN:		
Address:	AR Number:	Phone:		
Third-Party Introducer (TPI) Details (if applicable)				
TPI:		ABN:		
Address:		Phone:		

WHAT IS THE PURPOSE OF THE FINANCIAL SERVICES GUIDE?

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

THIS FSG CONTAINS INFORMATION ABOUT:

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

WHAT DOCUMENTS WILL YOU RECEIVE?

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

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

HOW YOU CAN PROVIDE INSTRUCTION TO US

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

ABOUT US AND OUR SERVICES

We are an Authorised Representative of the following licensee:

Australian Warranty Network Pty Ltd trading as AWN Insurance (AWN)

ABN: 78 075 483 206 | AFSL No: 246469.

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

Tel: (07) 3802 5577

Email: claims@theclaimshub.com.au

AWN who is underwritten by Sovereign Insurance Australia, ABN: 85 138 079 286 and holder of AFS Licence No 342516, provides the listed products.

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.

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.

The following commissions apply:

Products	Commission rates
Mechanical Breakdown Insurance	Depending on the retail price, this may vary between 0% and 30% of the Premium
Asset Protection Insurance	Depending on the retail price, this may vary between 0% and 30% of the Premium
Loan Protection Insurance	Depending on the retail price, this may vary between 0% and 20% of the Premium
Complimentary Policies: Excess/4 Week Introductory	If the Premium on the Policy Schedule is showing \$0 or Complimentary, the commission rate on that Policy is 0%.

AWN may also provide benefits in the form of advertising and promotional material, admission to sales seminars, business-related conferences and attendance at sporting or hospitality events. These are provided to Us at no additional cost to You.

Third party introducer (if applicable and noted above)

The TPI receives from AWN in the form of an agreed fee, an amount to complete relevant duties as agreed by AWN and the TPI. These fees are included in the Premium quoted to You.

If you require more detailed information about the remuneration that is received please contact AWN within a reasonable time after the FSG is provided to you and before the financial service is provided to You.

Authorising licensee

AWN is paid a commission by the Insurer when You are issued with a Product. The commission is included in the premium charged by the Authorised Representative. AWN's employees are paid an annual salary and may be paid a bonus based on performance criteria.

If you require more detailed information about the remuneration that is received please contact AWN within a reasonable time after the FSG is provided to you and before the financial service is provided to You.

WHAT SHOULD YOU DO IF YOU HAVE A COMPLAINT?

If You wish to make a complaint about service matters such as general administration of Your policy, or about a claim, the first thing You should do is contact AWN, and Your complaint will be referred to their Internal Dispute Resolution Committee (IDRC) to review the dispute at no cost to You. If our review takes more than 10 business days, we will provide you with regular updates and, depending on the outcome, may engage Sovereign Insurance Australia to conduct a further review before you receive a final decision.

Please address all complaints to:

Mail: Internal Dispute Resolution Committee, AWN, PO Box 4301, Loganholme, QLD, 4129.

Phone: (07) 3802 5577.

Email: idr@awninsurance.com.au

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.