

# Excess Plus Motor Vehicle Excess Reimbursement Insurance

Product Disclosure Statement and Policy Document

## PRODUCT DISCLOSURE STATEMENT (PDS)

### WHAT IS A PRODUCT DISCLOSURE STATEMENT?

This PDS provides general information only and does not form part of your contract of insurance. It should be read in conjunction with the attached policy wording and any endorsements attaching to it. The PDS and policy wording contain important information that you should read carefully before deciding to take out any insurance cover.

Do not hesitate to contact us should you wish to comment on any aspect of your policy.

All documentation and correspondence will be in plain English. If you or an insured person has any disability that makes communication difficult, please tell us and we will be pleased to help.

### THE MEANING OF CERTAIN WORDS

Throughout the PDS and in the policy wording, certain words appear in italics. These words have a special meaning which is explained in the General Definitions section below.

### GENERAL DEFINITIONS

The following general definitions apply for the purpose of this policy:

**At-Fault Collision** means a collision:

1. involving an insured person driving their personal motor vehicle;
2. for which a covered excess is payable to the insured person's comprehensive motor vehicle insurance provider due to the insured person being at fault for the collision.

**Covered Excess** means the amount an insured person must contribute towards the cost of a claim as specified under the comprehensive motor vehicle insurance policy which provides cover for their personal motor vehicle.

**Effective Date of Coverage** means the date the policy first commences as per the current policy schedule.

**Insured Person** means either

1. any person employed by the policyholder if the policyholder is an employer or
2. any member of the union/organisation if the policyholder is a union/organisation

Insured persons are not party to this insurance.

**Insurer** means Sovereign Insurance Australia Pty Ltd (ABN 85 138 079 286) who holds AFS Licence No 342516.

**Period of Insurance** means the period stated in the current policy schedule or such shorter time if the policy is terminated.

**Personal Motor Vehicle** means a sedan, station wagon, hatchback, four-wheel drive (4WD) or other non-commercial vehicle (excluding a motorcycle, motor scooter or moped, mobile home, campervan, limousine, trailer, rental vehicle, or any other vehicle manufactured to seat more than eight (8) occupants), which is owned by an insured person.

**Policy** means this policy wording, the current policy schedule and any other documents we may issue that we advise will form part of the policy (e.g. endorsements).

**Policy Schedule** means the relevant policy schedule issued by us to the policyholder.

**Policyholder** means the named organisation or person listed as the policyholder in the policy schedule.

**Premium** means the premium as shown in the policy schedule that is payable by the policyholder in respect of the policy.

**We/Our/Us** means Australian Warranty Network Pty Ltd trading as AWN Insurance, Under a binding authority with the **Insurer**.

**You/Your** means the policyholder listed in the policy schedule

## ABOUT OUR MOTOR VEHICLE EXCESS REIMBURSEMENT INSURANCE

### WHO PROVIDES THE SERVICE

Australian Warranty Network Pty Ltd, trading as AWN Insurance. ABN 78 075 483 206

Australian Financial Services (AFS) Licence No. 246469,

P.O. Box 4301, Loganholme, Qld 4129

**Phone:** (07) 3802 5577

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

AWN as an appointed representative of SIA, provides this service as the supplier of this policy.

### WHO IS THE UNDERWRITER

Sovereign Insurance Australia Pty Ltd underwrites this policy.

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

### POLICY TERMS AND CONDITIONS

The policy is the insurer's legal contract with you and the policy wording contains the terms, conditions and exclusions relating to the insurance cover. The PDS and the policy, which includes the policy schedule, are important documents, so please check them carefully for the coverage they provide and retain them safely for future reference.

This insurance requires you or an insured person to provide documentary evidence to us where a claim is made (e.g. motor insurance certificate, police report). Please see the 'Proof of Loss' Section within the policy wording for this information.

Please keep these documents in a safe place. Should you require any further information about this product, please contact us.

### UPDATING OUR PDS

We may need to update the information contained in the PDS from time to time (where allowed or required by law). We will issue you with a new PDS or a Supplementary PDS when this happens.

### GROUP INSURANCE POLICIES

If you are a corporation or any type of group, association or organisation obtaining this policy for the benefit of your members or employees, you must ensure that a copy of this PDS and the policy is provided to each member in your organisation.

If new members or employees join your organisation, you must ensure they are provided with this PDS and the policy when they join.

# SIGNIFICANT BENEFITS OF THE MOTOR VEHICLE EXCESS REIMBURSEMENT INSURANCE POLICY

The following information has been prepared to assist you in understanding the Motor Vehicle Excess Reimbursement Insurance provided by this policy and to help you make an informed choice about it.

You must decide what cover you need, so please read the PDS, the policy which includes the policy schedule, and any other documents that we may issue that we advise will form part of your policy e.g. endorsements, carefully.

You should be aware of what the policy covers, the limits on cover and the exclusions from cover. There are also conditions of cover which you and insured persons must comply with; if not, we may refuse to settle a claim.

Some of the significant benefits of the Motor Vehicle Excess Reimbursement policy include:

- cover is available for insured persons aged twenty-one years and above
- cover may apply for at-fault collisions involving either a single vehicle or multiple vehicles
- cover is available on a continuous twenty-four (24) hour basis during the period of insurance.

The insurer shall not provide any benefit under this policy to the extent of providing cover, the 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.

## OPERATION OF COVER

The cover provided by this policy will only apply during the period of insurance stated in the Policy Schedule.

## PREMIUM

All cover is subject to payment of premium. In calculating the premium for the policy the insurer takes into account a range of factors including, but not limited to:

- number of insured persons;
- previous insurance history; and
- the limits and/or excesses chosen.

The premium also includes amounts that take into account our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. stamp duty) in relation to your policy. These amounts will be set out separately in the policy schedule as part of the total premium payable.

## NON-PAYMENT OF PREMIUM

You must pay your premium or any additional premium we request from you on time otherwise your policy may not operate. We have the right to cancel your policy for non-payment of premium. In the event of non-payment, we will write to you to advise you that cover may be cancelled unless this can be rectified.

If a claim is made on the policy while any premium is outstanding, we reserve the right to agree, at our absolute discretion, to accept the claim subject to the payment of the premium or we may deduct any outstanding premium from the claim payment. If no premium has been paid at all, we reserve the right to treat the policy as though it had never been in force.

## PRIVACY

### YOUR PRIVACY

In the course of providing insurance and processing insurance claims, we need to collect personal and sensitive information about insured persons and persons associated with insured persons. If you do not give us this information, we may not be able to provide insurance or process a claim.

### OUR PRIVACY POLICY

In accordance with the Privacy Act 1988 (Cth), our Privacy Policy statement contains the information required to be given to persons about whom we collect personal and sensitive information.

Our Privacy Policy statement is readily available on our website. It provides information on how you or an insured person can make a complaint against us for a breach of the Australian Privacy Principles ("APPs"), or registered APP code(s), if any, that bind us.

Further information on our Privacy Policy can be viewed on our website at: [www.awninsurance.com.au](http://www.awninsurance.com.au)

### YOUR ACCESS TO PERSONAL INFORMATION

Insured persons can request access to personal and sensitive information that we hold about them. Their rights to access are set out in the Privacy Act 1988 (Cth).

## OUR USE OF PERSONAL INFORMATION

We may at any time use personal information we collect about insured persons for any of the following purposes:

- to provide a quotation or assess a proposal for insurance;
- to provide, amend or renew an insurance policy; or
- to respond to a claim.

## OUR DISCLOSURE OF PERSONAL INFORMATION

We may at any time disclose personal and sensitive information to the following types of organisations (some of which may be outside Australia):

- reinsurers;
- external valuers and appraisers;
- loss adjustors, investigators and other organisations retained by us who help us provide our claims service;
- professional advisers, such as accountants and lawyers; and
- other organisations that provide services to us in relation to the provision of insurance.

# TERMS AND CONDITIONS

## COVERAGE

If, during the period of insurance and after an insured person's effective date of coverage, an insured person is required to pay a covered excess as the result of an at-fault collision in accordance with their comprehensive Motor Vehicle Insurance, we will reimburse the insured person for the amount of the covered excess they pay, up to the limit stated in the policy schedule for Excess Reimbursement, provided that the policyholder has paid or agreed to pay the premium required for this insurance. All cover is subject to the terms, conditions and exclusions contained in this policy.

## GENERAL CONDITIONS APPLICABLE TO THIS POLICY

1. No benefit amount shall be payable unless the insured person is a paid-up financial member of the policyholder, at both:
  - the time of the at-fault collision; and
  - the date on which the covered excess is paid by the insured person.
2. No benefit amount shall be payable unless an insured person has reached the age of twenty-one (21) years and holds a current Australian unrestricted and open driver's licence at the time of the at-fault collision.
3. No benefit amount shall be payable unless an insured person is required to pay a covered excess as a result of an at-fault collision.
4. At the time of an at-fault collision, the insured person must hold an in force comprehensive motor vehicle insurance policy which provides cover for the personal motor vehicle involved in the collision.
5. No benefit amount shall be payable until an indemnity payment for the at-fault collision has been finalised by the insurance provider of the insured person's comprehensive motor vehicle insurance policy and we have received satisfactory proof of this.
6. No benefit amount shall be payable unless the finalised indemnity payment received by the insured person under their comprehensive motor vehicle insurance policy includes a deduction of the covered excess.
7. No benefit amount shall be payable unless the insured person is the actual member or a direct family member residing at the same residential address as the actual member (spouse or dependents). Verification of the relationship to the member may be sought by the insurer.

## NON-PAYMENT OF PREMIUM

You must pay your premium or any additional premium we request from you on time otherwise your policy may not operate. We have the right to cancel your policy for non-payment of premium. If this happens, you will be contacted requesting payment within 14 days. If we do not receive payment within this period, you will be written to again notifying you that your policy will be cancelled.

## A CLAIM MAY BE REFUSED 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.

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.

## COOLING OFF PERIOD

You have twenty-one (21) days to consider the information contained in your policy. This is your cooling off period. If you would like, and provided a claim has not been made under your policy, you have the right to cancel your insurance. We will refund in full any premium you have paid. To exercise this right you must notify us in writing or electronically within twenty-one (21) days from the date your policy takes effect.

## CANCELLING YOUR POLICY BEFORE IT EXPIRES

The policyholder may cancel this policy at any time by notifying us in writing. The cancellation will take effect from 4:00 pm on the day we receive written notice of cancellation or such time as may be otherwise agreed. We may cancel the policy, or any part of it, for any of the reasons set out in Section 60 of the Insurance Contracts Act 1984 (Cth) and in accordance with Section 59 of the Insurance Contracts Act 1984 (Cth).

If the policy is cancelled by either the policyholder or us, we will refund the premium for the policy less a proportional charge to cover the period for which insurance applied. However we will not refund any premium if we have paid a claim or benefit to you or an insured person under the policy.

Cover in respect of an insured person will end on the earlier of:

1. the date the insured person no longer meets the criteria for an insured person set out in the policy schedule;
2. the end of the period of insurance; or
3. when this policy is cancelled at the request of the policyholder or by us pursuant to the Insurance Contracts Act 1984 (Cth).

## GENERAL EXCLUSIONS APPLICABLE TO THIS POLICY

We will not pay benefits, costs or expenses arising out of or attributable to any:

1. claim which has been denied for any reason under an insured person's comprehensive motor vehicle insurance policy;
2. claims that were as a result of a non family member or persons not noted on the comprehensive motor vehicle insurance policy.
3. claim for which an insured person's comprehensive motor vehicle insurance provider has waived the covered excess;
4. claim which does not involve an at-fault collision;
5. claim for which a covered excess is not payable;
6. personal motor vehicle which is not covered by a valid comprehensive motor vehicle insurance policy;
7. single vehicle at-fault collision which occurs at an insured person's normal place of residence, or within their residential boundary;
8. loss which does not exceed the insured person's covered excess, or for which the insured person does not pay the covered excess to their comprehensive motor vehicle insurance provider;
9. insured person who does not hold a valid Australian unrestricted open driver's licence at the time of the at-fault collision;
10. insured person who had not reached the age of twenty-one (21) years prior to the occurrence of the at-fault collision;
11. personal motor vehicle which is used for commercial purposes;
12. loss related to medical payments, personal injury protection, towing coverage or personal hostilities of any kind arising from illegal activity;
13. an insured person causing an at-fault collision whilst driving a motorcycle, motor scooter or moped, mobile home, campervan, limousine, trailer, rental vehicle, or any other vehicle manufactured to seat more than eight (8) occupants;
14. damage to any motor vehicle glass or tyres;
15. at-fault collision which occurs prior to the insured person's effective date of coverage;
16. insured person who does not hold an active and paid-up membership with the policyholder, or any at-fault collision which occurred prior to the insured person becoming a financial member of the policyholder;
17. loss which occurs less than twelve (12) months after any previous claim paid to the same insured person under this policy or under a previous policy of this type issued by us;
18. dishonest, fraudulent, illegal or criminal act committed by the policyholder or an insured person;
19. loss resulting from damage which was not caused by an at-fault collision;
20. the insured person being in control of a personal motor vehicle whilst under the influence of drugs or with a percentage of alcohol in their breath, blood or urine in excess of that permitted by law at the time and place of the incident;
21. the direct operation of any personal motor vehicle other than on a public roadway (whether sealed or unsealed) which is maintained by a local Council, Shire, Government body, company or private individual;
22. loss or damage caused by fire;
23. claim to the extent that trade or economic sanctions or other laws or regulations prohibit us or the insurer from providing the insurance;
24. loss or damage arising 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; or
25. loss or damage arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.



## HOW TO MAKE A CLAIM

If you wish to make a claim, please contact AWN Insurance. This should be done as soon as possible and in any case no later than 31 days from when the loss occurred.

Telephone or write to;

AWN Insurance

PO Box 4301

Loganholme Qld 4129 Australia

Telephone Number: (07) 3802 5577 | Email: [claims@theclaimshub.com.au](mailto:claims@theclaimshub.com.au)

## NOTICE OF CLAIM

### Report Within 30 Days of Loss

Any occurrence or loss which may give rise to a claim under this policy should be reported to AWN Insurance in writing within thirty (30) days of the at-fault collision, or in any event, as soon as reasonably possible after the covered excess has been paid by the insured person.

Failure to furnish AWN Insurance with notice within the time provided in the policy will not invalidate any claim but a failure to do so may result in the insurers being prejudiced and may reduce the insurer's liability under the policy.

### Submitting a Claim

You or the insured person must complete and sign the Claim Form, and return it to AWN Insurance as soon as possible and in any event within 30 days. You or the insured person may request a Claim Form by calling AWN Insurance on (07) 3802 5577 and advising that the claim relates to Motor Vehicle Excess Reimbursement Insurance.

Please include copies of:

1. details of the insured person's membership with the policyholder for the time period during which the at-fault collision occurred;
  2. the insured person's comprehensive motor vehicle insurance certificate;
  3. a receipt from the comprehensive motor vehicle insurance provider and/or licensed motor vehicle repairer showing payment of the covered excess;
  4. vehicle registration notice for the relevant personal motor vehicle which was current at the time of the at-fault collision; and
- AWN Insurance may also request that you provide further relevant documentation at our discretion.

### Proof of Loss

Written proof of loss must be given to AWN Insurance as soon as possible and, in any event, within thirty (30) days after AWN Insurance receive notice of your claim together with original copies of all relevant documentation. You or the insured person will, at your or their expense, provide AWN Insurance with such certificates, information and evidence as AWN Insurance may from time to time require, in a form prescribed by AWN Insurance.

### Claims Investigation

In the event of a claim, AWN Insurance may make any investigation AWN Insurance deem necessary, and both you and the insured person will cooperate fully with such investigation. Failure by you or the insured person to cooperate with AWN Insurance's investigation may result in denial of the claim or cancellation of the policy.

### Payment of Claim

Unless otherwise specified in the policy, all benefits will be payable to the insured person or as they direct or, in the case of an insured person's death, to that insured person's estate. All such payments will be a discharge to AWN Insurance with respect to all claims under your policy.

### Fraudulent Claims

We take a robust approach to fraud prevention in order to keep premium rates down so that you do not have to pay for other people's dishonesty. If any claim under this insurance is fraudulent, deliberately exaggerated, or is intended to mislead, or if any deliberately misleading or fraudulent means are used by you, the insured person or anyone acting on your or their behalf to obtain benefit under this insurance, the 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 fraudulent or deliberately misleading claim. We may also inform the police.

### Processing and Payment of Claims

Subject to payment of the premium, AWN Insurance will take all reasonable steps to pay a valid claim promptly.

### Making Claims After Your Policy is Cancelled

If your policy is cancelled effective from a particular date, this does not affect your or the insured persons right to make a claim under your policy if the covered excess was paid before the date that the cancellation became effective.

## HOW TO MAKE A COMPLAINT

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](mailto: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](mailto: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](mailto: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.

## GENERAL PROVISIONS APPLICABLE TO THIS POLICY

### Alteration of Risk

You must tell us as soon as possible of any change in circumstances, such as change of address or licence status, since you arranged or renewed your policy or if any changes or alterations are made, or intended to be made, to the information you have already provided to us.

### Assignment and Change of Insured Person

No assignment of interest under this policy will be binding on us unless and until the original or a duplicate copy is filed with us. We assume no responsibility for the validity of an assignment. No change of insured person under this policy will bind us to cover unless we receive written notice of such change.

### Cancellation

The policyholder may cancel this policy at any time by notifying us in writing. The cancellation will take effect from 4:00 pm on the day we receive written notice of cancellation or such time as may be otherwise agreed. We may cancel the policy or any part of it, for any of the reasons set out in Section 60 of the Insurance Contracts Act 1984 (Cth) and in accordance with Section 59 of the Insurance Contracts Act 1984 (Cth).

If the policy is cancelled by either the policyholder or us, we will refund the premium for the policy less a daily proportional charge to cover the period for which insurance applied. However, we will not refund any premium if we have paid a claim or benefit to you or an insured person under the policy. Cover in respect to an insured person will end on the earlier of:

1. the date the insured person no longer meets the criteria for an insured person set out in the policy schedule;
2. the end of the period of insurance; or
3. when this policy is cancelled at the request of the policyholder or by us pursuant to the Insurance Contracts Act 1984 (Cth).

### Currency

All amounts shown are in Australian dollars. If expenses are incurred in a foreign currency, the rate of currency exchange used to calculate the amount to be paid will be the rate of exchange published in the Australian Financial Review on the date the expense is incurred or loss is sustained. All claims will be paid in Australian dollars.



## Entire Contract / Alteration

This policy will not be modified except by written amendment or endorsement attached to your policy and signed by our Authorised Employee.

## Proper Law and Jurisdiction

The construction, interpretation and meaning of the provisions of this policy will be determined in accordance with Australian Law. In the event of any dispute arising under this policy, including, but not limited to, its construction, validity, performance and/ or interpretation, the policyholder and/or insured person will submit to the exclusive jurisdiction of any competent court in the Commonwealth of Australia.

The underwriters accepting this insurance on behalf of the insurer agree that:

1. if a dispute arises under this insurance, this insurance 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:
2. Sovereign Insurance Australia Pty Ltd 3801-3803 Pacific Highway, Tanah Merah, QLD 4128 who has an authority to accept service and appear on the underwriters' behalf; and
3. 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.

## Other Insurance

In the event of a claim, the policyholder and/or insured person must advise us as to any other insurance policies that may be available to pay or partially pay that claim. We may pay only our appropriate share of any such claim.

## Precautions

The policyholder and/or insured person must take all reasonable care to prevent or minimise damage, liability or loss, including complying with any law, by-law, ordinance or regulation that concerns the safety of persons or property.

## Providing Proofs

The insured person must keep documents they will need in case of a claim. These documents may include materials to prove the loss, or reports that relate to any claim.

## Subrogation

If we make any payment under this policy, then to the extent of that payment, we may exercise any rights of recovery held by the policyholder or the insured person. The policyholder and the insured person must not do anything which reduces any such rights and must provide reasonable assistance to us in pursuing any such rights.

## 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.

## 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.