



**Allianz New Vehicle Warranty Insurance**  
Policy Document.  
(Product Disclosure Statement)



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# Section A – About this Insurance

## Our Product Disclosure Statement

This policy document is also a Product Disclosure Statement (PDS). A PDS is a document required by the Corporations Act and contains information designed to help you decide whether to buy the policy.

## Understanding your policy and its important terms and conditions

To properly understand this policy's significant features, benefits and risks you need to carefully read:

- about the available type of cover and benefits in the relevant sections, including any endorsements (remember certain words have special meanings – see “Words with special meanings”);
- “When we will not pay your claim” section (this restricts the cover and benefits);
- “General conditions” and “Making a claim” sections (these set out certain obligations that you and we have. If you do not meet them we may be able to refuse to pay a claim); and
- “Other information” section (this contains important information on your Duty of Disclosure, our privacy policy and our dispute resolution process).

When you apply for the policy by completing our application we agree with you on things such as: the period of insurance; your premium; the vehicle the cover applies to; and whether any standard terms need to be varied (this may be by way of an endorsement). These details are recorded in the schedule we issue to you.

The base premium we charge you is based on your risk profile (e.g. the level of cover you choose and the type of vehicle). You will also have to pay any compulsory government charges (e.g. Stamp Duty and GST) (where applicable) plus any additional charges we tell you of. We tell you the total amount payable when you apply and if you effect cover, the amounts due will be confirmed in your schedule.

This policy sets out the cover we are able to provide you with. You need to decide if the limits, type and level of cover are appropriate for you and will cover your potential loss. If they are not, you may be underinsured and have to bear part of any loss you are not covered for yourself.

You should also read the GST Notice in the “General conditions” section to understand how GST is applied to a claim.

If you have any queries, want further information about the policy or want to confirm a transaction, please use the contact details on the back cover.

## Cooling off period and cancellation rights

Remember you have a cooling off period. You may cancel your policy for any reason within 14 days from the day you purchased this policy. This is known as the cooling off period. You will need to return the policy and schedule to us, together with a letter asking us to cancel the policy. We will refund the premium paid unless an incident has occurred which may result in a claim. Even after this period has ended

you still have cancellation rights (see general conditions section for details).  
Preparation Date 01/07/2006.

## **Updating the PDS**

Information in the PDS may need to be updated from time to time. You can obtain a paper copy of any updated information without charge by calling us on the contact details provided on the back cover of this policy document. If the update is to correct a misleading or deceptive statement or an omission, that is materially adverse from the point of view of a reasonable person deciding whether to acquire this policy, we will provide you with a new PDS or a supplementary PDS.

## **Who is the insurer?**

The insurer is Allianz Australia Insurance Limited AFS Licence No. 234708  
ABN 15 000 122 850 of 2 Market Street, Sydney, NSW, 2000.

## **What is Allianz New Vehicle Warranty Insurance?**

### **Purpose of Allianz New Vehicle Warranty insurance**

In summary, Allianz New Vehicle Warranty insurance is designed to:

- provide cover for the repair or replacement of parts of your vehicle, in accordance with the cover provided by a manufacturer's warranty (to the extent that the manufacturer's warranty is applicable to the conditions set out in this policy), beyond the period of the manufacturer's warranty; and
- provide cover for the cost of towing, hire cars, travel and locksmith services in connection with the warranty work up to the limits stated in the policy (see pages 6 and 7 for cover details).

### **Not everything is covered**

Not everything is covered by Allianz New Vehicle Warranty insurance. The above is only a summary and there are limitations. It is important that you carefully read your policy (in particular, Section B of this policy document) to understand the extent of cover and its limitations.

## **Eligibility**

To be eligible to apply for Allianz New Vehicle Warranty insurance you must have a new vehicle subject to an acceptable manufacturer's extended warranty that meets our underwriting criteria – see definition of your vehicle under "Words with special meanings" on page 5.

# Section B – Your Policy

## What this policy consists of

### Your policy consists of:

- this printed Allianz New Vehicle Warranty insurance policy document which sets out details of your cover and its limitations, and
- the Allianz New Vehicle Warranty Insurance Schedule approved by us which sets out who is insured, the cover(s) selected, the period of insurance, the premium, the limits of liability and other important information. This is referred to as your schedule in the policy document.

You should carefully read and retain your policy document and your schedule. These documents should be read together as they jointly form the contract of insurance between you and us. Any new or replacement schedule we may send you, detailing changes to your insurance or the period of insurance will become your schedule, which you should carefully read and retain.

## Our agreement with you

We will insure you in accordance with the cover detailed in your policy for the period of insurance shown in your schedule on the basis:

- that you have paid, or agreed to pay us the premium for the cover which your schedule indicates is in force,
- of the information provided by you in this Allianz New Vehicle Warranty insurance document which drew your attention to your Duty of Disclosure. If you failed to comply with your Duty of Disclosure, we may be entitled to reduce our liability under the policy in respect of a claim or we may cancel your policy. If you have told us something which is fraudulent, we have the option of cancelling your policy from the date of the agents signature as stated on the schedule.

For your assistance we have provided a full explanation of your Duty of Disclosure and the consequences of non-disclosure, under the heading “Your Duty of Disclosure”, on page 11.

## Words with special meanings

Some of the words in your policy have special meanings wherever they appear. These words and their meanings are defined below.

**“manufacturer’s warranty”** means the original manufacturers warranty which is provided by the manufacturer of your vehicle.

**“period of insurance”** means the period from the time when the original manufacturer’s standard new car warranty period on your vehicle ends to the earlier of the following:

- i. 36 months after the original manufacturer’s standard new car warranty period on your vehicle ended; or

ii. when the odometer reading reaches 60,000 kilometres more than the reading when the original manufacturer's standard new car warranty period on your vehicle ended; or

iii. when the odometer reading on your vehicle reaches 160,000 kilometres.

**“we”, “our” or “us”** means Allianz Australia Insurance Limited  
AFS Licence No. 234708 ABN 15 000 122 850 of 2 Market Street,  
Sydney, NSW, 2000.

**“you” or “your”** means the person(s) named in the current schedule as the insured.

**“your vehicle”** means the vehicle named in your schedule under “Vehicle Identification” that is still covered by the original manufacturer's warranty.

# What we will pay

## 1. Repairing or replacing parts of your vehicle

If during the period of insurance your vehicle requires repair or replacement of parts which would have been covered by its original manufacturer's standard new car warranty if it had not expired, we will, at our option, either:

- a. repair; or
- b. replace,  
the parts requiring repair or replacement with parts of a similar type and quality as the parts used in your vehicle; or
- c. pay the reasonable cost of such repair or replacement.

In doing the above under a., b., or c., we:

- may take into account the age of the parts to be repaired or replaced and the number of kilometres travelled by your vehicle; and
- will not repair, replace or pay for parts excluded under "When we will not pay your claim" on page 7.

## 2. Additional benefits

If we agree to your claim under section 1. "Repairing or replacing parts of your vehicle" above, we will also pay for the following additional expenses you necessarily and reasonably incur:

### 1. Rental reimbursement

The cost of renting a substitute vehicle for your vehicle while its parts are being repaired or replaced.

The most we will pay is \$70 per day up to a maximum of \$350 any one claim.

### 2. Towing

The cost of towing your vehicle to the nearest repairer of your choice.

The most we will pay is \$150 any one claim.

### 3. Accommodation and travel expenses

The cost of travelling expenses if the repair or replacement of parts is being carried out more than 150 kilometres from your usual place of residence.

The most we will pay is \$75 per day up to a maximum of 5 days any one claim.

You only need authorisation from us for this benefit if we have not authorised the repair or replacement of parts of your vehicle.

### 4. Locksmith services

The cost of the services of a professional locksmith if the locks on your vehicle need repair or replacement.

The most we will pay is \$50 any one claim.

You only need authorisation from us for this benefit if we have not authorised the repair or replacement of parts of your vehicle.

# When we will not pay your claim

We will not pay any claim arising directly or indirectly out of or in any way connected with:

1. repair or replacement of parts while your vehicle is outside Australia.
2. any deliberate, intentional, malicious or criminal act of or caused by:
  - a. you; or
  - b. any person who is acting with your express or implied consent.
3. tyres or batteries.
4. any failure to properly maintain your vehicle or any part of it, including any failure to adjust parts in accordance with the manufacturer's warranty or the dealer's service bulletin.
5. the replacement of worn or broken parts which are known to have a limited life span and require regular replacement during your vehicle's lifespan, including but not limited to exhaust systems, filters, hoses, and brake pads.
6. adjustment or replacement of any part of your vehicle which is required under any law or government standard.
7. repair or replacement of any part of your vehicle which is covered by:
  - a. the manufacturer's or statutory warranty;
  - b. a repairer's guarantee; or
  - c. a manufacturer's recall programme.
8. any part of your vehicle if the odometer or other method of recording the age or use of the vehicle has been tampered with.
9. the failure of any part which is caused by:
  - a. any part which was not made or supplied by the manufacturer of your vehicle; or
  - b. any modification to your vehicle which altered its specification from the manufacturer's original specification, including but not limited to any change over to LPG (liquid petroleum gas), turbo-charging or a change in piston size.
10. any act of nature including but not limited to bushfire, earthquake, thunderstorm, hail or flood.
11. the misuse of your vehicle including but not limited to use for any purpose other than the use for which it was designed, sustained driving at high speeds, racing or other competitive use.
12. any form of vandalism to your vehicle.
13. any part of your vehicle if it has been used:
  - a. as a taxi;
  - b. as a police, security or emergency vehicle;
  - c. as a rental, driving school or courier vehicle; or
  - d. in the mining industry.

# General conditions

## 1. Service and maintenance of your vehicle

We may not pay your claim if you do not:

- a. service your vehicle in accordance with the manufacturer's recommendations and keep a record of the services undertaken on your vehicle.
- b. take reasonable care to maintain and protect your vehicle.

## 2. Transfer of the policy

If during the period of insurance you privately sell your vehicle to a person other than a motor vehicle dealer, cover under your policy will continue with the new owner, provided that:

- a. you complete the transfer form contained in the back of this policy document in accordance with the instructions provided; and
- b. the person named in the transfer form as the new owner observes all the terms and conditions of your policy.

## 3. Cancellation rights under the policy

- a. In addition to your cooling off rights, you may cancel the policy or any part of the policy at any time by notifying us in writing. If the policy has been issued to more than one person each person must sign the notice.
- b. 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 this policy, or
  - where you have failed to comply with a provision of your policy, including the term relating to payment of premium, or
  - where you have made a fraudulent claim under your policy or under some other contract of insurance that provides cover during the same period of time that our policy covers you.
- c. If you or we cancel the policy we may deduct a pro rata proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of the policy and any government taxes or duties we cannot recover.
- d. No refund will be provided if an incident has occurred which may rise in a claim.

## 4. GST Notice

This policy has a GST provision in relation to premium and our payment to you for claims. It may have an impact on how you determine the amount of insurance you need. Please read it carefully. Seek professional advice if you have any queries about GST and your insurance.

## **Sums insured**

All monetary limits in this policy may be increased for GST in some circumstances (see below).

### **Claim settlements – Where we agree to pay**

When we calculate the amount we will pay you, we will have regard to the items below:

- Where you are liable to pay an amount for GST in respect of an acquisition relevant to your claim (such as services to repair a damaged item insured under the policy) we will pay for the GST amount.

We will pay the GST amount in addition to the sum insured/limit of indemnity or other limits shown in the policy or in this schedule.

If your sum insured/limit of liability is not sufficient to cover your loss, we will only pay the GST amount that relates to our settlement of your claim.

We will reduce the GST amount we pay for by the amount of any input tax credits to which you are or would be entitled.

- Where we make a payment under this policy as compensation instead of payment for a relevant acquisition, we will reduce the amount of the payment by the amount of any input tax credit that you would have been entitled to had the payment been applied to a relevant acquisition.
- Where your policy insures business interruption, we will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by your business that is relevant to your claim.

### **Disclosure – Input tax credit entitlement**

If you register or are registered for GST, you are required to tell us your entitlement to an input tax credit on your premium. If you fail to disclose or understate your entitlement, you may be liable for GST on a claim we may pay. This policy does not cover you for this GST liability, or for any fine, penalty or charge for which you may be liable.

# Making a claim

## What you must do

We may not pay your claim if you do not act as follows:

### 1. Contact us as soon as possible

You must tell us of your claim as soon as possible by contacting our Customer Service Centre on **1300 139 664**.

### 2. Assist us with your claim

You must give us all the information and assistance with your claim which we may reasonably require. If we have the right to recover any amount payable under this policy from any other person, you must co-operate with us in any action we may take. We may appoint a loss adjuster to help settle your claim.

### 3. Problem with your vehicle

If you have a problem with your vehicle you must:

- a. take all reasonable precautions to prevent any further loss or damage;
- b. take your vehicle to the dealer who sold it to you or, if this is not possible, the closest licensed repairer of your choice;
- c. ensure that the dealer or repairer contacts us to authorise the claim before any work is done on your vehicle. However, the dealer or repairer may repair or replace the parts without our authorisation:
  - i. if the repair or replacement is required outside of our business hours; and
  - ii. the dealer or repairer or you contact us as soon as possible after we re-open.
- d. tell us or ensure your dealer or repairer tells us if your vehicle has been towed as covered under “Additional benefit 2.”, “Towing” on page 6.

# Other information

## Your Duty of Disclosure

Before you enter into an insurance contract with us, the Insurance Contracts Act 1984 requires you to provide us with the information we need to enable us to decide whether and on what terms your proposal for insurance is acceptable and to calculate how much premium is required for your insurance.

You will be asked various questions when you apply for this policy. When you answer these questions, you must:

- give us honest and complete answers;
- tell us everything you know; and
- tell us everything that a reasonable person in the circumstances could be expected to tell us.

### **What you do not need to tell us**

You do not need to tell us about any matter:

- that diminishes our risk;
- that is of common knowledge;
- that we know or should know as an insurer; or
- that we tell you we do not need to know.

### **Who does the duty apply to?**

Everyone who is insured under the policy must comply with the duty.

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

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

## Privacy Act 1988 – Information

The Privacy Act 1988 contains National Privacy Principles which require us to tell you that as an insurer we collect, handle, store and disclose your personal and sensitive information in order to:

- decide whether to issue a policy;
- determine the terms and conditions of your policy;
- compile data; and
- handle claims.

Sensitive information includes, amongst other things, information about an individual's health, membership of professional associations and criminal records. You have given us your consent to collect your personal and sensitive information in order to issue you with this policy.

We disclose personal information to third parties who we believe are necessary to assist us and them in providing the relevant services and products. For example, in handling claims, we may have to disclose your personal and other information to third parties such as other insurers, reinsurers, loss adjusters, external claims data collectors, investigators and agents or other parties as required by law. We limit the use and disclosure of any personal information provided by us to them to the specific purpose for which we supplied it.

You have the right to seek access to your personal and sensitive information and to correct it at any time. Allianz Australia aims to ensure that your personal information is accurate, up to date and complete. Please contact us on **13 2664** EST 8am-6pm, Monday to Friday if you; would like to seek access to, or revise your personal information or feel that the information we currently have on record is incorrect or incomplete or believe that the privacy of your personal information at Allianz Australia has been interfered with. In these cases you are entitled to raise your concerns. Your complaint will be managed and resolved through our internal Privacy Complaint Procedure.

Should you wish to obtain more information about Allianz's privacy policies, please contact us and ask for a copy of our booklet called **"General Insurance Information Privacy Code"**.

From time to time we may advise or offer you information on other Allianz products or services that may be relevant and of interest to you. If you do not wish to receive these offers or information please call the Allianz Direct Marketing Privacy Service Line on **13 2664** EST 8am-6pm, Monday to Friday or indicate your decision in the appropriate area of the Privacy section of our website at [www.allianz.com.au](http://www.allianz.com.au).

## **General Insurance Code of Practice – providing you with even better service**

The General Insurance Code of Practice was developed by the Insurance Council of Australia Limited to further raise standards of practice and service across the insurance industry.

We keenly support the standards set out in the Code.

You can obtain more information on the Code of Practice and how it assists you by contacting us. Contact details are provided on the back cover of this policy.

## **Dispute resolution process – helping you solve any problems**

Complaints or disputes are not an everyday occurrence at Allianz. We strive to do things the right way and keep our customers happy.

Sometimes though, complaints or disputes do occur and when this happens, our objective is to resolve any disagreement as amicably and as quickly as possible. We believe the best way to achieve this is to provide you with an opportunity for an unbiased review of the issue.

## **Here's what to do if a complaint or dispute arises**

Regardless of whether the complaint or dispute involves our staff, an agent, loss adjuster, assessor, investigator or the service we provide, simply contact 13 2664; speak to one of our call centre operators and provide them with the details of the issue concerning you. They will attempt to resolve the complaint or dispute, if they are unable to do so they will log it and refer it to the appropriate business unit for resolution.

Within our organisation we have established a complaints and disputes resolution process. This is a free service. It is a system designed to log, track, escalate and monitor complaints received from clients and customers about our services and products. A staff member involved in the complaints and disputes resolution process will write to you within 15 working days advising the outcome of the review and reasons for their decision. We do not consider a complaint or dispute to be resolved until a proposed resolution or solution has been communicated to you and you have accepted the resolution or solution.

### **If you are not satisfied with the outcome of this process**

If we are unable to resolve the complaint or dispute we will offer you the option of referring the matter to the insurance industry's external independent complaints scheme subject to eligibility.

The scheme will only review complaints or disputes if they have gone through our internal complaints and disputes resolution process.

## **If this insurance has been issued through an insurance intermediary**

If your policy has been issued through our agent, or a broker who is acting under an agency arrangement such as a binder with us, then they are acting as our agent and not as your agent.

Where this policy has been arranged through an intermediary a commission is payable by us to them for arranging the insurance.

## **Phoning for assistance and confirmation of cover**

If you need to confirm any policy transaction or clarify any of the information contained in this policy document or if you have any other queries, please use the contact details on the back cover.

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# Transfer of policy –



## Allianz New Vehicle Warranty Insurance

This insurance is provided by Allianz Australia Insurance Limited AFS Licence No. 234708

ABN 15 000 122 850 of 2 Market Street, Sydney, NSW 2000

How to transfer the policy		Policy Number	
<p>If you privately sell the vehicle during the period of insurance you can transfer the policy to the person who buys it. To do this you must:</p> <ul style="list-style-type: none"><li>fill out this form (Remember that the new owner must sign in the space provided in <i>New owner's details</i>)</li><li>Send us a copy of this form with a \$50.00 transfer fee. Please make your cheque or money order payable to Allianz Australia Insurance Limited. Our postal address is: <b>Allianz Dealer Support Team</b> <b>GPO Box 5289</b> <b>Brisbane QLD 4001</b></li><li>keep a copy of this form inside the policy as your record of the transfer.</li></ul>			
Your details		Please use CAPITALS	
Name			
Address			
		State	Postcode
Details of any modification made to the vehicle during the period of insurance			
Odometer reading at date vehicle is sold		Registration number at date vehicle is sold	
Your signature			Date / /
New owner's details		Please use CAPITALS	
Name		Date of Birth	
Address			
		State	Postcode
Occupation	Private phone no. ( )	Business phone no. ( )	
ABN	Registered for GST	Yes/No	% ITC
New owner's signature			Date / /

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For all policy enquiries please call us  
on 1300 139 664.

For all claims please call us on  
1300 130 728.

**Allianz Australia Insurance Limited**  
**AFS Licence No. 234708**  
**ABN 15 000 122 850**  
**Registered Office:**  
**2 Market Street, Sydney NSW 2000.**