

## Assured Extended Warranty Insurance

Policy Document



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## Section A – About this insurance

# 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 types of cover and benefits in the relevant sections, including any endorsements (remember certain words have special meanings – see "Words with special meanings");
- "What is not covered" 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 cancel your policy and/or refuse to pay a claim); and
- "Other information" section containing 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 policy 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 policy 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, these amounts are confirmed in your policy 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 your needs. 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 or want further information about the policy please use the contact details on the back cover of this policy document.

# Information about your rights under the Australian Consumer Law

Your vehicle comes with guarantees that cannot be excluded under the Australian Consumer Law (ACL) or other relevant law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the vehicle repaired or replaced if the vehicle fails to be of acceptable quality and the failure does not amount to a major failure.

Your rights under the ACL commence from the date of purchase of your vehicle and may run for the life of your vehicle.

Should your vehicle suffer a failure or fault that is covered by both this policy and the ACL or other relevant law, you can choose whether to claim under this policy or to contact the selling dealer to enforce your rights under that law.

This policy operates alongside, and in addition to, the rights and remedies to which you may be entitled under the ACL and any other law that applies to your vehicle and does not change those rights or remedies.

In some cases the protection under the policy may overlap with and may not be greater than the rights and remedies available to you under the ACL or any other law. Although you are not required to pay for any rights and remedies you have under the ACL or any other relevant law, the amount you pay for the benefits under this policy will not change to the extent that your rights under such laws may overlap with such benefits. Nothing in this policy excludes, restricts or modifies your rights under the ACL or other relevant law.

Where your vehicle breaks down as a result of a failure to comply with a Consumer Guarantee under ACL, you may be entitled to an alternative remedy to those set out in this policy document. To claim this remedy, you should contact the selling dealer. The protection provided to you under your policy is subject to the terms and conditions specified below.

## Cooling off period and cancellation rights

Even after you have decided, you have a cooling off period and cancellation rights (see "General conditions" section for details).

### 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.

In this document we refer to Allianz Australia Insurance Limited as "we", "us", "our" and "Allianz".

## Who is the insured?

Throughout this policy document the insured (the person named in the policy schedule) is referred to as "you" or "your".

# What is Alphera Assured Extended Warranty Insurance?

## Purpose of Alphera Assured Extended Warranty Insurance

In summary, Alphera Assured Extended Warranty Insurance is designed to:

- provide cover for the repair or replacement of covered components of your vehicle for the period of insurance; 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 this policy document (see "What we will pay – 3. How much we will pay" for details).

#### Not everything is covered

Not everything is covered by Alphera Assured Extended 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 for Alphera Assured Extended Warranty Insurance you must have a vehicle that meets our underwriting criteria.

It is a condition of cover that you will check that the vehicle details and all information contained in the policy schedule are accurate and advise Allianz immediately of any errors or incorrect details. We may be entitled to reduce or refuse a claim payment if the details provided to us were incorrect and the vehicle was not eligible for cover.

## Modifications

Any application for approval of modifications to the vehicle must be made directly to Allianz and approved by Allianz in writing. Modifications to the vehicle cannot be approved for coverage under this policy by the vehicle manufacturer or any motor or authorised dealer or authorised servicing facility.

## Variations to your policy

Any waiver or variation to the policy or the terms and conditions contained in this policy document must be made directly to Allianz and approved by Allianz in writing.

Waivers or variations to cover cannot be approved or agreed to by the vehicle manufacturer or any motor or authorised dealer or authorised servicing facility and such persons have no authority to do so on behalf of Allianz. If any such person agrees to waive or vary the cover provided it is a condition of the policy that you must advise Allianz immediately.

## Significant features

Alphera Assured Extended Warranty Insurance policy has the following significant features and benefits. It:

- provides warranty insurance that covers unforeseen mechanical failures to covered components of your vehicle;
- provides protection after any manufacturer's vehicle warranty or dealer's statutory warranty has expired;
- offers you a choice of terms of cover;
- includes Roadside Assistance which provides benefits such as vehicle towing, emergency accommodation, rental vehicle and accident coordination assistance; and
- can be transferred to a new private buyer (non-dealer or motor vehicle trader).

These are some of the significant features only and are subject to terms and conditions, limits and exclusions.

# Section B – Your policy

## What your policy consists of

Your policy consists of:

- this Alphera Assured Extended Warranty Insurance policy document (including any supplementary policy documents) which sets out the details of your cover and its limitations; and
- the Alphera Assured Extended Warranty Insurance policy schedule provided 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 policy schedule in this policy document.

You should carefully read and retain your policy document and your policy schedule.

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

- that you have paid, or agreed to pay us the premium for the cover which your policy schedule indicates is in force; and
- of the information provided by you in accordance with this policy document. If you fail 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 policy purchase as stated on the policy 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 26.

## Period of insurance

Cover will commence on the later of:

- 1. the date you purchase this Alphera Assured Extended Warranty Insurance; or
- 2. the date the manufacturer's vehicle warranty expires.

Cover will cease on the sooner of:

- 1. 4pm on the date that the term in months has elapsed from the date the cover commenced; or
- when the odometer on your vehicle has reached the term in kilometres, as outlined on your policy schedule; or
- 3. the time your cover otherwise ends (for example, if your policy is cancelled or otherwise ends in accordance with its terms); or
- 4. if your vehicle is sold and no valid "Transfer of ownership" form is accepted by us.

### Paying your premium by instalments

Allianz offers you the option to pay your premium by monthly instalments. Your policy can be paid over a 12 month instalment period, from the date you agreed to purchase the insurance.

Please note that if you choose the pay by the month premium option the total sum of all instalments is greater than the lump sum policy premium payable if the monthly instalment payment option is not taken.

Note that an instalment premium outstanding for 14 days or more may result in our refusal to pay a claim.

We may cancel your policy if an instalment is one month or more overdue. If we cancel your policy where an instalment is unpaid, your insurance cover will be cancelled by giving you at least three business days notice in writing of the date from which the policy will be cancelled.

If you pay your premium by instalments refer to the "General conditions" section for important details on your and our rights and obligations.

# 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.

"Australian Consumer Law" (ACL) means the consumer protection sections under Australian Consumer Law found in the Competition and Consumer Act 2010.

"authorised servicing facility" means a registered mechanical repair business employing at least one (1) fully qualified automotive mechanic, who conducts vehicle servicing in accordance with your vehicle manufacturer's specifications.

"Allianz authorised repairer" means a repairer authorised by Allianz to conduct claims diagnosis and repair.

"covered component" means a component of your vehicle that was originally fitted by the vehicle manufacturer, but only to the extent that is it not otherwise excluded under "What is not covered' on pages 16 to 19 of this policy document.

"dealer statutory warranty" means the warranty required by any relevant state or territory law to be provided to you by the selling dealer (where applicable).

"manufacturer's vehicle warranty" means the original new vehicle warranty, which is provided by the manufacturer of your vehicle (excludes rust, corrosion, perforation, accessory, battery and tyre warranties and/or any other limited warranty offered by the vehicle manufacturer). "mechanical failure" means the sudden or unforeseen failure of a covered component, excluding failure due to wear and tear.

"period of insurance" means the period outlined on page 9 of this policy document under the heading "Period of insurance".

"policy schedule" means the most recent schedule we give you describing the terms and conditions that are specific to your policy. This also includes any amendments we send you in writing. Your policy schedule confirms Alphera Assured Extended Warranty Insurance coverage.

"premium" means the amount paid for this Alphera Assured Extended Warranty Insurance, as stated on the policy schedule.

"total loss" means when, in our opinion, the vehicle is not safe or economical for us to repair.

"vehicle" means the vehicle described in the policy schedule.

"we", "us", "our" and "Allianz" means Allianz Australia Insurance Limited ABN 15 000 122 850. It does not mean or include any selling agent.

"wear and tear" means damage or the gradual deterioration in operating performance of a covered component which naturally and inevitably occurs as a result of normal use, wear or ageing.

"you" or "your" means the person named as the insured in the policy schedule.

## What we will pay

# 1. Repairing or replacing components of your vehicle

If, during the period of insurance, your vehicle suffers a mechanical failure of a covered component(s), we will, at our option, either:

- a. repair; or
- b. replace; or
- c. pay the reasonable cost of such repair or replacement; or
- d. pay you the market value of the vehicle if we determine, at our absolute discretion, that the vehicle is a total loss. Your vehicle will then become our property and we will keep the proceeds of any salvage sale.

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

- may take into account the age of the component(s) to be repaired or replaced and the number of kilometres travelled by your vehicle; and
- will not pay any claim arising directly or indirectly out of or in any way connected with the exclusions listed under "What is not covered" from page 16 of this policy document; and
- may direct you to an Allianz authorised repairer.

## 2. Additional benefits

If your vehicle suffers a mechanical failure of a covered component during the period of insurance, we will pay for the following additional expenses you may necessarily and reasonably incur:

#### a. Vehicle rental reimbursement

If your vehicle is immobilised for more than two (2) consecutive days after repair authorisation of a valid claim, we will contribute a total of \$50 per day for a maximum of ten (10) days towards the cost of hiring a rental vehicle.

The most we will pay for this benefit during the period of insurance is \$500.

Any hire car must be arranged through the Allianz authorised repairer or a genuine rental vehicle company operating under an Australian Business Number, and prior approval must be obtained from us. You will be responsible for all rental vehicle running costs, tolls, fines, excesses and costs associated with any damage occurring to the vehicle during your rental period, as well as any other costs you are liable for under the rental agreement you signed and agreed too.

#### b. Vehicle towing

If your vehicle is immobilised and cannot be driven as a result of a mechanical failure covered by this policy, we will pay the cost of towing your vehicle to an authorised servicing facility, Allianz authorised repairer or the nearest place of safety.

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

The most we will pay for this benefit during the period of insurance is \$500.

#### c. Accommodation

If your vehicle is subject to an authorised repair, where the mechanical failure has occurred more than 150 kilometres from your usual place of residence and the repair cannot be completed on the same day of diagnosis and authorisation, we will pay for emergency accommodation up to \$100 per day up to a maximum of five (5) days for any one claim. You will require authorisation from us to claim this benefit if we have not authorised the repair or replacement of parts of your vehicle.

The most we will pay for this benefit during the period of insurance is \$500.

#### d. Locksmith services

If your vehicle locks require repair or replacement or you have locked your keys in your vehicle, we will pay the cost of the services of a professional locksmith required to make the repair or replacement or assist you in gaining access to your vehicle. The most we will pay for locksmith services is \$150 for any one (1) claim.

You will require authorisation from us to claim this benefit if we have not authorised the repair or replacement of parts of your vehicle.

The most we will pay for this benefit during the period of insurance is \$500.

#### e. Quality guarantee

All repairs authorised by us and performed by an Allianz authorised repairer will be guaranteed for the duration of this policy.

#### f. Consumable items

Any items that require periodic replacement, as part of normal vehicle maintenance are not covered by this policy (refer to "What is not covered" from page 16 of this policy document). We will however, pay to replace such items if they are required in relation to an authorised repair.

#### g. 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 may continue with the new owner, provided that:

- a. you have paid the premium in full (if the monthly instalment option was selected, all remaining instalments or premium are required to be paid to transfer the policy); and
- b. that the "General conditions" of this policy (outlined from page 20 of this policy document) have been adhered to; and
- c. within 30 days of private sale of the vehicle, you return the completed "Transfer of ownership form" contained in the back of this policy document accompanied by:
  - a copy of the complete and compliant scheduled maintenance service records; and
  - a copy of the vehicle's Roadworthy certificate or inspection report; and

- the warranty transfer fee of \$75 including GST (do not send cash); and
- d. the person named in the transfer form as the new owner observes the "General conditions" of this policy (outlined from page 20 of this policy document).

### 3. How much we will pay

If we agree to your claim, under Section 1 "Repairing or replacing components of your vehicle", the most we will pay in relation to any one claim is the market value of the vehicle at the time of claim, as determined by us.

If we agree to your claim, under Section 2 "Additional benefits", the amount authorised for that additional benefit is in addition to the limits noted above for authorised claims under Section 1 "Repairing or replacing components of your vehicle".

The most we will pay for the total of all claims made during the period of insurance is limited to the purchase price of the vehicle as declared on the policy schedule.

## What is not covered

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

- 1. Any mechanical failure or costs covered by any other warranty, entitlement or recall campaign, including any manufacturer's vehicle warranty, dealer statutory warranty and/or repairer's guarantee.
- 2. Any claim which arises within 30 days of the purchase date of the policy as shown on the policy schedule.
- 3. Any mechanical failure attributable to failure to follow the vehicle manufacturer's operating guidelines, including failure to address or complete any published or issued recall or field campaign.
- 4. Any component which was not made or supplied by the manufacturer of your vehicle.
- 5. Failure to comply with the "General conditions" of this policy as detailed from page 20 of this policy document.
- 6. Any mechanical failure attributable to continued operation of the vehicle once a defect or fault has occurred (including activation of any warning system, overheating or loss of fluids).
- 7. Any liability, consequential loss or damage of any kind arising from a mechanical failure (including but not limited to loss of profits, personal injury).
- 8. Any loss of or damage to, your vehicle including any form of damage resulting from a collision, impact or any accidental fire or theft.
- 9. Faulty workmanship, other than for repairs previously authorised by us.
- 10. Any repairs that have not been performed by an Allianz authorised repairer.
- Any repairs arising from failure to adhere to the instructions outlined under "Making a claim" on page 24 of this policy document.

- 12. Any mechanical failure caused by a fault that existed prior to the commencement of cover.
- Any mechanical failure caused by poor quality or the incorrect grade or type of fuel, lubricant, coolant or other fluids.
- 14. Any mechanical failure caused by the ingress of any foreign material or the contamination of any fuel, oil, coolant or fluids, unless caused by the failure of a covered component.
- 15. Any mechanical failure or costs caused by oil degradation, sludge or carbon.
- 16. Failure caused by corrosion, electrolysis or rust.
- 17. Failure arising from wear and tear and/or the gradual reduction in operating performance of any covered component.
- 18. Any claim relating to the excessive use and/or burning of oil where no mechanical failure has occurred.
- 19. Any items that require replacement as a part of normal vehicle maintenance or are known to have a limited service life.
- 20. The following items: spark plugs and leads, glow plugs, shock absorbers, strut inserts and suspension bushes, belts (including timing belts), filters, flexible hoses, any bushes, dampeners or mounting devices, CV boots, brake linings, brake pads, disc rotors, drums and/or disc and drum machining, clutch linings, pressure plate and release bearing, batteries (including electric or hybrid vehicle batteries and power cells) and incandescent globes.
- 21. Exterior components and trim, paintwork, panel and bodywork. These items include, but are not limited to: wheels, tyres, convertible roof materials and trim, handles and hinges, sunroof panels and their cassettes and mechanisms, antenna, lamp housings and lenses, weatherstrips and seals.
- 22. Interior trim components including, but not limited to: seat materials and cushioning, carpets, cup holders and ashtrays, components made of glass and/or decorative components.

- 23. Exhaust system components (including mufflers, pipes, particulate filters and catalytic converters).
- 24. Any external tappings, threads and/or fixing and fastening devices.
- 25. Any maintenance, adjustment, upgrade, modification and/or reprogramming required to any covered component.
- 26. Any claim where the damage to a covered component was caused by a non-covered component.
- 27. Diagnostic costs, unless accepted as part of an authorised claim.

## B. This policy will be cancelled and no claims will be accepted where the vehicle:

- Has been modified from the manufacturer's original specifications, unless you have first notified Allianz of the modifications and Allianz has agreed, in writing, to extend cover under this policy for the modified vehicle (as detailed under "General conditions – 4. Modifications" on page 22 of this policy document).
- 2. Is being, or has been, used or tested in preparation for, or participation in, any form of motor sport.
- Has not been serviced in accordance with the service requirements detailed under "General conditions – 1. Service and maintenance of your vehicle" on page 20 of this policy document.
- 4. Is being used for hire, driver instruction or conveyance of goods (courier and delivery services use) or passengers, for fare or reward (this includes car rental).
- 5. Is being used as a police, security, mining or other emergency vehicle.
- 6. Was not imported into Australia by the vehicle manufacturer or their authorised Australian distributor (grey import).
- 7. Is being used for a purpose for which it was not designed.

- 8. Odometer reading cannot be determined as accurate by virtue of it having been inoperative, tampered with or removed from the vehicle.
- 9. Is un-roadworthy or unregistered.
- 10. Has had any part of the manufacturer's vehicle warranty cancelled or voided.
- 11. Prior to purchase of the warranty, was owned by you and during that time had not been serviced in accordance with the vehicle manufacturer's requirements and recommendations.
- 12. Was not eligible for cover in accordance with our underwriting criteria at the time the policy was issued and incorrect details were provided to us, including but not limited to, the vehicle's age, condition, modifications or odometer reading.

# General conditions

#### 1. Service and maintenance of your vehicle

For this policy to remain valid, you are required to:

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

All vehicle servicing should be carried out by the selling dealer or an authorised servicing facility. Once a service has been completed you must make sure the authorised servicing facility completes and stamps the "Scheduled maintenance service records" contained in this booklet at the time of the service and you must retain an invoice of servicing showing:

- the name and ABN of the authorised servicing facility that completed the service; and
- the vehicle identification number (VIN); and
- the date of service and odometer reading at time of service, and
- a list of the scheduled service items and any other repairs completed; and
- a breakdown of labour and parts costs.

If you do not fully comply with these servicing requirements, we may refuse a claim and cancel the policy.

#### 2. Cancellation rights under the policy

a. 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 notify us using the contact details provided on the back cover of this policy document requesting us to cancel the policy. We will refund the premium paid unless an incident has occurred which may result in a claim.

- b. In addition to your cooling off rights, you may cancel the policy or any part of the policy at any time by notifying us using the contact details provided on the back cover of this policy document.
- c. 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 the vehicle was not eligible for cover in accordance with our underwriting criteria at the time the policy was issued and incorrect details were provided to us, including but not limited to, the vehicle's age, condition, modifications or odometer reading; or
  - where you have failed to comply with a provision of your policy, including the "General conditions" sections relating to "Service and maintenance of your vehicle" and "Modifications" to your vehicle; or
  - where the vehicle is being used in any manner as outlined under "What is not covered" (Section B); 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 agree to accept payment of premium by periodic instalment and at least one instalment remains unpaid in excess of one month from the date on which it was due and payable.
- d. If you cancel the policy after the end of the cooling off period or if we cancel the policy at any time we will, subject to paragraph e. of this clause 2, refund any premium paid, being an amount calculated to ensure that we retain a proportion of the premium for time on risk and we recover our reasonable administrative costs related to the acquisition and termination of the policy and any government taxes or duties we cannot recover from another source.

e. Where a claim or claims have been paid under the policy, we will deduct the amount of that claim or claims from any applicable refund. If the amount we have paid for a claim or claims under the policy exceeds the refund amount no refund will be paid.

#### 3. Premium payment by direct debit

You may have chosen to pay the premium for this insurance by direct debit from a financial institution holding your account or your credit card account. If you choose this option, the financial institution may dishonour the direct debit payment due to lack of funds in your account. If this occurs, we may charge you for any direct and indirect costs which we incur arising from the payment being dishonoured.

#### 4. Modifications

This policy does not provide any cover where the vehicle has been modified from the manufacturer's original specifications unless:

- a. at the time of entering into this policy you advised us of the modifications made to the vehicle and we have agreed, in writing, to extend or vary cover under this policy for the modified vehicle; or
- b. for modifications made to the vehicle after this policy has commenced, you have first notified us of the modifications and we have agreed, in writing, to extend or vary cover under this policy for the modified vehicle.

Any application and approval of modifications must be made directly to us and approved by us in writing. Modifications to the vehicle cannot be approved for coverage under this policy by any agent of ours, the vehicle manufacturer or an authorised dealer.

Acceptance of any modifications may be withheld at our sole discretion. If we agree to extend cover for any modifications to the vehicle from the manufacturer's original specifications this will remain subject to your acceptance of any additional terms or conditions and payment of any additional premium that may apply.

If we have not agreed to any modifications to the vehicle we may refuse to pay a claim and cancel this policy.

#### 5. 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.

#### 6. Sums insured

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

#### 7. Claim settlements - where we agree to pay

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

- a. 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 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.
- b. 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.
- c. 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 pa relevant acquisition.

#### 8. 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 80 80 50.

#### 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. Any displaced parts as a result of a claim settlement under this policy become the property of us. You must not waive our recovery rights against any third party you or we may be entitled to recover from or we may reduce or refuse to pay a claim to the extent you have waived these recovery rights.

#### 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, please contact us and we will direct you to an alternative Allianz authorised repairer;
- c. ensure that the dealer or Allianz authorised repairer contacts us to authorise the claim before any work is done on your vehicle. However, the dealer or Allianz authorised 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 Allianz authorised repairer or you contact us as soon as possible after we re-open.

d. advise us or ensure your dealer or Allianz authorised repairer advises us if your vehicle has been towed as covered under "2. Additional benefits – b. Vehicle towing" on page 13.

#### 4. Diagnostic costs

There will be some instances where repairs cannot be authorised until the vehicle has been dismantled. In these cases, the Allianz authorised repairer will need your authority to dismantle the vehicle for proper diagnosis prior to commencing any repairs. Provided that the mechanical failure is covered by this policy, repairs will be authorised.

In instances where the problem is not covered by this policy, you will be responsible for all costs associated with dismantling, repairing and reassembling your vehicle.

# Other information

## Your Duty of Disclosure

Before you enter into a contract of insurance with us, you have a duty, under the Insurance Contracts Act 1984, to disclose to us every matter that you know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to us before you extend, vary or reinstate the contract.

This duty of disclosure applies until the contract is entered into (or extended, varied or reinstated as applicable).

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by us; or
- that is of common knowledge; or
- that we know or, in the ordinary course of our business as an insurer, ought to know; or
- as to which compliance with your duty is waived by us.

#### Non-disclosure

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the contract in respect of a claim, cancel the contract, or both.

If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning.

## Privacy notice

This document sets out how we use, collect and disclose personal information about you. It replaces any information about privacy in the insurance documentation we have previously provided to you.

Further information is in our Privacy Policy available at www.allianz.com.au.

At Allianz, we give priority to protecting the privacy of your personal information. We do this by handling personal information in a responsible manner and in accordance with the Privacy Act 1988 (Cth).

#### How we collect your personal information

We usually collect your personal information from you or your agents. We may also collect it from our agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that you are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

#### Why we collect your personal information

We collect your personal information to enable us to provide our products and services, including to process and settle claims; offer our products and services and those of our related companies, brokers, intermediaries and business partners that may interest you; and conduct market or customer research to determine those products or services that may suit you. You can choose not to receive product or service offerings from us (including product or service offerings from us on behalf of our brokers, intermediaries and/or our business partners) or our related companies by calling the Allianz Direct Marketing Privacy Service Line on 1300 360 529, EST 8am to 6pm Monday to Friday, or going to our website's Privacy section at www.allianz.com.au.

#### Who we disclose your personal information to

We may disclose your personal information to others with whom we have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to you. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, our advisers, persons involved in claims, external claims data collectors and verifiers, parties that we have an insurance scheme in place with under which you purchased your policy (such as a financier or motor vehicle manufacturer and/or dealer). Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

#### Disclosure overseas

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. We regularly review the security of our systems used for sending personal information overseas.

Any information disclosed may only be used for the purposes of collection detailed above and system administration.

#### Access to your personal information and complaints

You may ask for access to the personal information we hold about you and seek correction by calling 1300 360 529 EST 8am–6pm, Monday to Friday. Our Privacy Policy contains details about how you may make a complaint about a breach of the privacy principles contained in the Privacy Act 1988 (Cth) and how we deal with complaints. Our Privacy Policy is available at www.allianz.com.au.

#### Telephone call recording

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where we have recorded a telephone call, we can provide you with a copy at your request, where it is reasonable to do so.

## General Insurance Code of Practice

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.

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 document.

# Complaints – Internal and external complaints procedure

If you are dissatisfied with our service in any way contact us and we will attempt to resolve the matter in accordance with our Internal Dispute Resolution procedures. To obtain a copy of our procedures contact us on 13 2664 EST 8am–6pm. A dispute can be referred to the Financial Ombudsman Service Australia (FOS) subject to its terms of reference. It provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms and its contact details are:

The Financial Ombudsman Service Australia Phone: 1800 367 287 Post: GPO Box 3, Melbourne, Victoria 3001 Website: www.fos.org.au

# 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.

# 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 page 30.

### How to contact us

For all policy or claims enquiries please:

- Call us on 1300 80 80 50, or
- write to us at GPO Box 9897 Melbourne Vic 3001.

Allianz Australia Insurance Limited AFS Licence No. 234708 ABN 15 000 122 850

Registered Office: 2 Market Street, Sydney NSW 2000.

# Transfer of ownership

Policy schedule number\_

Should you sell your vehicle privately while your warranty is still current, you may request us to transfer the policy to the new owner subject to the policy terms and conditions and our approval.

Please complete the details below and return this form within 30 days of private sale of the vehicle, accompanied by copies of each of the following:

- Complete and compliant Scheduled service records
- Roadworthy certificate or vehicle inspection report
- The transfer fee of \$75 (including GST)

(Do not send cash) (PLEASE USE BLOCK LETTERS)

#### Current owner details

Name of current owner (include ABN if company)

Address
Postcode
Telephone ()
Vehicle registration no
Odometer reading at date of transfer Kms
Date sold /
New owner details
Name of new owner (include ABN if company)
Address
Postcode
Telephone ()
please turn overleaf

Signature current owner\_\_\_\_\_ Date \_\_\_\_\_/ /\_\_\_\_ Signature new owner \_\_\_\_\_

Date \_\_\_\_ / \_\_\_

Transfer of ownership is only available where the premium has been paid in full by you and the vehicle is not sold to, or through, a motor dealer or motor trader.

Important Notice: Signing and sending this document to us does not affect the transfer. Transfer is only effective if approved by us in writing.

# Claim form

Policy schedule number

#### Assured Extended Warranty Insurance details

Name of current owner (include ABN if company)

Address
Postcode
Business telephone ()
After hours ()
Are you registered for GST purposes? 🗌 No 🗌 Yes
What is your ABN?
Have you claimed an input tax credit on the GST amount applicable to this policy? $\Box$ No $\Box$ Yes
Is the amount claimed less than 100% of the GST applicable to the premium? No Yes Please specify the % amount claimable
Are you entitled to claim an input tax credit for repairs or replacement of your vehicle? $\Box$ No $\Box$ Yes
Vehicle details
Registration No
Date of purchase /
Selling dealer's name
Vehicle make & model
Year of manufacture
Has the vehicle been modified from the manufacturer's specification? $\Box$ No $\Box$ Yes – please provide details

#### Claim details

Date of loss \_\_\_\_\_ / \_\_\_\_

Odometer reading at date of loss \_\_\_\_\_ Kms

Description of problem \_\_\_\_\_

Did you have any warning or indications of a problem occurring prior to the loss? No Yes – please provide details \_\_\_\_\_

Has the account been paid?	No	Yes
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Was the vehicle towed? 🗌 No 🗌 Yes – please enclose a
copy of the towing invoice

#### Declaration

I hereby declare that the information above is true and correct to the best of my knowledge and belief and I have complied with all the conditions of the Alphera Assured Extended Warranty Insurance issued to me by Allianz (Allianz Australia Insurance Limited AFS Licence No. 234708 ABN 15 000 122 850 of 2 Market Street, Sydney, NSW, 2000). I agree to Allianz and its representatives using my personal information I have provided on this form for the purpose of processing my claim. I understand that if I choose not to provide the required details, this is my choice; however, Allianz and its representatives disclosing my personal information to or collecting additional information about me from investigators, legal advisors, third parties as permitted or required by law.

Your signature\_\_\_\_\_

Date \_\_\_\_ / \_\_\_

(The issue or completion by you of this form does not constitute any admission of liability by Allianz, its representatives or the dealer providing you this warranty)

## IMPORTANT: Repairer information to be completed on next page

# To be completed by repairer

Policy schedule number \_\_\_\_

Repairer: Accounts will not be accepted unless they include the authorisation number supplied by Allianz.

Repairer information	
Company name	
Contact name	
Address	
	Postcode
Business telephone no ()	
Hourly labour rate <u></u>	
Vehicle information	
Registration No	
Vehicle make & model	
Year of manufacture	
Odometer reading at date of transfer	Kms
Nature of repair	
Description of repair	
Description of rectification	
Parts used Cost	
1	\$
2	\$
3	\$
4	\$
5	\$
Total labour hours	
Total cost of repair (including parts & labour)	\$

Order number\_\_\_\_

(If insufficient space, please attach any additional pages)

I/we hereby declare that the above information given is true and correct.

Repairer's signature \_\_\_\_\_

Date / /

Registered repairer's no \_\_\_\_\_

Repair representative's stamp

Policy schedule number \_\_\_\_\_

This record will be required in the event of a claim.

1st Service
Vehicle registration no
Date of service/ / Km at service
Servicing dealer name
RO/Invoice no
Service adviser
Signature
Dealer stamp
2nd Service
Vehicle registration no
Date of service/ / Km at service
Servicing dealer name
RO/Invoice no
Service adviser
Signature
Dealer stamp
3rd Service
Vehicle registration no
Date of service/ / Km at service
Servicing dealer name
RO/Invoice no
Service adviser
Signature
Dealer stamp

Policy schedule number \_\_\_\_\_

This record will be required in the event of a claim.

4th Service
Vehicle registration no
Date of service/ / Km at service
Servicing dealer name
RO/Invoice no
Service adviser
Signature
Dealer stamp
5th Service
Vehicle registration no
Date of service/ / Km at service
Servicing dealer name
RO/Invoice no
Service adviser
Signature
Dealer stamp
6th Service
Vehicle registration no
Date of service Km at service
Servicing dealer name
RO/Invoice no
Service adviser
Signature
Dealer stamp

Policy schedule number \_\_\_\_\_

This record will be required in the event of a claim.

7th Service
Vehicle registration no
Date of service Km at service
Servicing dealer name
RO/Invoice no
Service adviser
Signature
Dealer stamp
8th Service
Vehicle registration no
Date of service Km at service
Servicing dealer name
RO/Invoice no
Service adviser
Signature
Dealer stamp
9th Service
Vehicle registration no
Date of service / Km at service
Servicing dealer name
RO/Invoice no
Service adviser
Signature
Dealer stamp

Policy schedule number \_\_\_\_\_

This record will be required in the event of a claim.

10th Service
Vehicle registration no
Date of service/ / Km at service
Servicing dealer name
RO/Invoice no
Service adviser
Signature
Dealer stamp
11th Service
Vehicle registration no
Date of service/ / Km at service
Servicing dealer name
RO/Invoice no
Service adviser
Signature
Dealer stamp
12th Service
Vehicle registration no
Date of service/ / Km at service
Servicing dealer name
RO/Invoice no
Service adviser
Signature
Dealer stamp

If you need help, ask your Alphera Dealer, or ring our Alphera Insurance Customer Contact Centre on 1300 80 80 50.

This insurance is issued by Allianz Australia Insurance Limited, AFS Licence No. 234708 ABN 15 000 122 850 (Allianz). In arranging this insurance Alphera Financial Services, a division of BMW Australia Finance Limited ABN 78 007 101 715 and authorised dealers act as agents of Allianz and not as your agent.