

## SAMPLE ONLY

THE PRODUCT DISCLOSURE STATEMENT,  
COVERAGE LIMITS AND  
TERMS AND CONDITIONS  
OF THIS (SAMPLE CONTRACT)  
ARE INTENDED FOR YOUR  
INFORMATION PURPOSES ONLY,  
PRIOR TO PURCHASE.

NO UNAUTHORISED REPRODUCTION,  
IN WHOLE OR IN PART,  
IS PERMITTED WITHOUT PRIOR,  
WRITTEN CONSENT.

## SAMPLE ONLY

### WELCOME

Australian Warranty Network Pty Ltd ABN 78 075 483 206 (AWN), holder of an Australian Financial Services (AFS) Licence No. 246469, P. O. Box 4301, Loganholme, Qld 4129, Telephone: (07) 3802 5577 welcomes and thanks You for considering an AWN mechanical breakdown Warranty product.

Enclosed are the Product Disclosure Statement (PDS) details. Please take the time to read through all Disclosures, Terms, Conditions and Limitations carefully and if You do not understand any part of it, please contact Us and We will be happy to explain any matter for You.

### PRODUCT DISCLOSURE STATEMENT

#### GENERAL ADVICE WARNING

Any financial product advice given to You by the Selling Agent / Selling Agent Representative is general advice only, limited to extended Warranty, and does not take into account Your personal financial circumstances.

#### WHAT IS A PRODUCT DISCLOSURE STATEMENT?

A Product Disclosure Statement (PDS) contains sufficient information so that a retail client may make an informed decision about whether to purchase a financial product. A PDS is prepared by or on behalf of the seller of the financial product and forms the basis of Your Warranty. This PDS was prepared as at 30th December, 2010 (Rev. 8).

#### WHO PROVIDES THE SERVICE

Australian Warranty Network Pty Ltd. ABN 78 075 483 206  
Australian Financial Services (AFS) Licence No. 246469  
P.O. Box 4301, Loganholme, Q. 4129  
Phone: (07) 3802 5577 Web: [www.australianwarranty.com.au](http://www.australianwarranty.com.au)

#### BENEFITS OF THE WARRANTY

This product will benefit You should a mechanical breakdown occur, and that mechanical breakdown is covered by this product. In the event of a mechanical breakdown, items covered by the product offered will be rectified up to the limits of liability for the type of Warranty product You have purchased. Coverages and limits of liability are set out on the following pages.

These coverages and limits of liability should be read in conjunction with Item 3 of the Terms and Conditions on page 3A ("Your Obligations").

These coverages represent substantial savings to You, should a mechanical breakdown occur. Further, Our experience, knowledge and expertise allows Us to direct Your Motor Vehicle to the closest Authorised Repairer. Parts for repairs can generally be sourced at a lower cost by Us, which also represents a saving to You where a claim may exceed the limits of Our liability.

#### DISCRETIONARY RISK OF THE WARRANTY

AWN has an absolute discretion as to whether it will or will not pay a claim that falls within the Warranty Terms and Conditions and Limitations. Although the discretion is absolute, AWN will not exercise that discretion in a way that is unfair and unconscionable, within the Terms and Conditions and Limitations of the Warranty, and will always consider the merit of the claim.

AWN is not an insurance company and as such this Warranty does not offer the same level of protection as an insurance policy. However, AWN has satisfied the Australian Securities and Investments Commission (ASIC) requirements for an Australian Financial Services Licence.

There is also a risk when purchasing this Warranty that one or more of Your claims may exceed the Warranty claim limit for a particular component or part or exceed the total limit.

Detailed information about the Warranty claim limits for each benefit under Your Warranty is listed on Page 2A under the "Significant Characteristics of this Warranty".

There is also risk that if You fail to meet any of the conditions attached in the Warranty, AWN will not exercise discretion in Your favour. Make sure You read the Terms and Conditions for details of the servicing and other conditions that apply to this Warranty.

#### COST OF THE WARRANTY

A number of factors are taken into account in determining the Warranty price. These include the type of Warranty selected, the type of Motor Vehicle, the age of the Motor Vehicle and kilometres traveled, the Motor Vehicle's history in relation to servicing, where the Motor Vehicle is driven and any modifications to the Motor Vehicle.

> Table of Costs	1 Year	2 Year	3 Year
Basic Coverages	\$750	\$1,000	\$1,250
Upgrade Coverages	\$1,015	\$1,265	\$1,510
4WD / AWD	\$110	\$110	\$110

**VEHICLES EXCLUDED FROM COVERAGES:** All Hybrid-Electric Motor Vehicles.

Selling Agents / Selling Agents Representatives commissions are explained in the FSG supplied by the authorised Selling Agent. Further details on charges and commission are available on our website, [www.australianwarranty.com.au](http://www.australianwarranty.com.au)

#### CANCELLATION

None of the terms and conditions of the Warranty can be cancelled by the Warranty holder and no refunds shall be considered unless to an interested Finance Company in possession of default and repossession papers. The refund calculation will be less Our cancellation/administration costs and any authorised or paid claims.

## TRANSFER

- a) This Warranty can not be transferred to another Motor Vehicle.
- b) If you are not in breach of the terms of this Warranty you may transfer the benefits of this Warranty to a new owner of the Motor Vehicle.
- c) As a prerequisite to transferring the Warranty we require the following:
  - i) Proof of a current Safety Inspection Report and ownership; *and*
  - ii) A mechanical inspection acceptable to us; *and*
  - iii) You must provide the above and request to transfer the Warranty in writing to Us within 7 days of the change of ownership of the Motor Vehicle; *and*
  - iv) A transfer and administration Fee of \$75.00 payable by the new owner.

## DOCUMENT REPLACEMENT

In the event You lose or are unable to locate Your Warranty document, You may apply for a replacement document. A Fee of \$33.00 will be payable for this service.

## DEFINITIONS

There are a number of words in this document that have specific meaning:-

“**Approved Repairer**” means those licensed mechanical workshops approved by AWN to carry out repairs.

“**Authority Number**” means the number issued by AWN’s claims department to the repairer after receiving the repairers quote authorising the repairer to proceed with the repairs.

“**Covered Component**” means a component or part of Your Motor Vehicle that is listed in the ‘Components Covered’ table as being covered under Your Warranty.

“**Fee**” means the amount paid for this Warranty.

“**Motor Vehicle**” means the used Motor Vehicle specified on the Warranty Application page in this document.

“**Normal Wear and Tear**” means the gradual reduction in operating performance of a covered component due to use of the Motor Vehicle (relative to age of the Motor Vehicle and kilometres travelled).

“**Pre-Existing Fault**” means a fault with a Covered Component of the Motor Vehicle, whether known or unknown to You, which existed, or which may reasonably be assumed to have existed, prior to the Warranty Purchase Date.

“**Selling Agent**” means an individual or company approved by AWN as an Authorised Representative.

“**Warranty**” means this document.

“**We, Our, Us**” means Australian Warranty Network Pty Ltd (AWN), A.B.N. 78 075 483 206, AFS Licence No. 246469.

“**You, Your**” means the person(s) named on the Warranty Application page in this document.

## PRIVACY NOTICE AND CONSENT

You are entitled to obtain a copy of AWN’s Privacy Policy on request. The information AWN requests from You is to:

- Enable AWN to determine whether AWN accepts Your Application for the Warranty and if so, on what terms;
- Enable AWN to process Your claims and decide whether any claim You make should be accepted;
- Share with AWN’s related and associated entities.

This information will be kept confidential, except if there is a legal obligation to disclose it. By signing the application or paying any Fee due for the Warranty, You consent to AWN:

- Using the information for any of the above purposes;
- Informing You about AWN’s products or services or those of any of AWN’s associated or related entities. If You do not wish to receive this information You may advise AWN at any time; and
- Obtaining information from and providing information to any third party who is able to assist AWN in considering whether to accept Your claim and the value of Your claim.

## SIGNIFICANT CHARACTERISTICS OF THIS WARRANTY

Significant characteristics of this Warranty are contained in the following table.

This Warranty runs from the Cover Commencement date for the period nominated by You on the Warranty Application page. (Subject to Us receiving the Warranty Application and all Fees in accordance with the Terms and Conditions of this Warranty).

This Warranty covers the items listed below only. Any item not listed below is not covered by this Warranty.

➤ Components Covered	Claim Limits per claim	
	Basic	Upgrade
<b>ENGINE:</b> Engine Block (if damaged by internal components), Oil Pump, Pistons, Piston Rings, Crankshaft and Meshing Timing Gears, Crankshaft Bearings and Camshaft Bearings, Cylinder Wrist Pins, Camshaft and Camshaft Gears, Internal Bushings, Connecting Rods, Balance Shaft and Bearings. <i>Cylinder Head gaskets are only covered when repairs are carried out on the components listed in this subsection. (Specifically excludes Variable Valve Timing Components)</i>	up to <b>\$350</b>	up to <b>\$700</b>
<b>TRANSMISSION:</b> The internal lubricated parts of both manual and automatic transmissions. <i>(Specifically excluding transfer cases, selespeed motors and worn converter clutches.)</i>	up to <b>\$350</b>	up to <b>\$700</b>
<b>DIFFERENTIAL:</b> Internally lubricated parts <i>(specifically excluding axles, wheel bearings and worn limited slip clutch assemblies).</i>	up to <b>\$350</b>	up to <b>\$700</b>
<b>COOLING SYSTEM:</b> Cooling Fan, Water Pump (impeller shaft bearings, bushes.) <i>(specifically excluding any damage caused by collision or the result of road surface projectiles).</i>	up to <b>\$150</b>	up to <b>\$200</b>
<b>ELECTRICAL SYSTEM:</b> Alternator, Starter Motor, Voltage Regulator, Windscreen Wiper motor.	up to <b>\$150</b>	up to <b>\$200</b>
<b>BRAKING SYSTEM:</b> Booster and Brake Calipers, Master Cylinder. <i>(Specifically excluding brake pads or linings, service items and disc rotors.)</i>	up to <b>\$150</b>	up to <b>\$200</b>
<b>STEERING SYSTEM:</b> Rack and Pinion, Power Steering Pump, Steering Box. <i>(Specifically excludes Rack Ends and Rack Boots)</i>	up to <b>\$150</b>	up to <b>\$200</b>
<b>AIR CONDITIONING:</b> Condensor, Evaporator and Compressor. <i>(Specifically excluding gas, leakages, pipes, hoses, thermostat, receiver dryer and TX valves)</i>	up to <b>\$150</b>	up to <b>\$200</b>
<b>CLUTCH:</b> Slave Cylinder, Master Cylinder <i>(specifically excluding clutch plate and pressure plate).</i>	up to <b>\$150</b>	up to <b>\$200</b>
<b>FUEL PUMP AND FUEL INJECTION SYSTEMS:</b> Electrical and Mechanical Fuel pump, Fuel Pressure Regulator, Diesel Injector Pump, Air Flow Meter <i>(Specifically excluding fuel injectors and injection service items.)</i>	up to <b>\$150</b>	up to <b>\$200</b>
<b>DRIVE SHAFTS, CV JOINTS, UNIVERSALS:</b> <i>(specifically excluding CV dust boot).</i>	up to <b>\$150</b>	up to <b>\$200</b>
<b>TURBO:</b> This cover only applies to factory fitted Turbochargers.	up to <b>\$150</b>	up to <b>\$200</b>
<b>ELECTRONIC IGNITION SYSTEM:</b> Ignition module, Ignition coil, Crank angle sensor, Oxygen Sensor, Hall Effect Sensor, Cam Position Sensor, Knock Sensor, DFI Module. <i>(Specifically excluding service items)</i>	up to <b>\$150</b>	up to <b>\$200</b>

## PLEASE READ THESE CLAUSES CAREFULLY

- AWN shall not be held responsible for any damage occurring from overheating or lack of oil, so please maintain your service schedule.
- The Warranty holder is responsible to ensure that the Motor Vehicle is serviced and maintain adequate levels of water and oil throughout the Warranty period.

Refer to the Terms and Conditions for all Terms, Conditions, Limitations and Exclusions of This Warranty.

## TERMS AND CONDITIONS

### 1. PRECONDITIONS

It is a precondition of this Warranty that:

- a) The Motor Vehicle is purchased from an Authorised Selling Agent; *and*
- b) At the time You take possession of the Motor Vehicle it is in good mechanical condition, with no Pre-Existing Faults (it is Your responsibility to ensure that the Motor Vehicle is in good mechanical condition); *and*
- c) The Motor Vehicle is currently registered; *and*
- d) The Motor Vehicle has a current Certificate of Roadworthiness or Safety Inspection report; *and*
- e) This Warranty is acquired at the time the Motor Vehicle is purchased; *and*
- f) All Fees and signed Warranty Application page are received and approved by Us. This Warranty will not be accepted if this Warranty and Fee is not received by Us within twenty one (21) days from the Motor Vehicle purchase date.

## 2. OUR OBLIGATIONS

- a) Provided the above preconditions have been satisfied, We will consider, in Our absolute discretion, a request by You to repair or replace any broken or damaged parts that are covered under Your particular Warranty, always considering that the Motor Vehicle purchased is a used Motor Vehicle.
- b) Any repairs We agree to undertake must be done by a suitably qualified motor mechanic in a workshop approved by Us at a price acceptable to Us.
- c) The monetary limits of Our obligations are as set out in section 5 of the Terms and Conditions (page 3A) of this Warranty.

## 3. YOUR OBLIGATIONS

You agree:

- a) To maintain a regular service schedule in accordance with manufacturers specifications with a qualified motor mechanic at intervals **not to exceed 10,000 (ten thousand) kilometres or 6 (six) months, whichever occurs first**. An allowance of no more than 2,000 (two thousand) kilometres or 30 (thirty) days beyond the stated intervals will be accepted. In addition any Motor Vehicle over the age of 10 (ten) years or in excess of 200,000 (two hundred thousand) kilometres must also have a motor mechanics safety check and oil change at intervals **not exceeding 3 (three) months or 5,000 (five thousand) kilometres, whichever occurs first**. An allowance of no more than 1,000 (one thousand) kilometres or 30 (thirty) days beyond the stated intervals will be accepted.
- b) To post the relevant service coupon attached to this Warranty and the Mechanic's Tax Invoice (or copy) to AWN, P.O. Box 4301, LOGANHOLME, QLD, 4129, within seven (7) days of the service being completed.
- c) That You or any person in charge of the Motor Vehicle with Your permission must not operate the Motor Vehicle in a manner that could do damage to the components covered in this document or continue to drive the Motor Vehicle if damage is suspected of occurring.

**Failure to comply with any part of this Section (Section 3(a) (b) or (c)) will render any claims You make invalid.**

## 4. ASSESSMENT AND AUTHORISATION

- a) Upon receipt of a claim enquiry, We will check whether Your claim is valid under this Warranty and that all service requirements have been adhered to; *and*
- b) If so, We may ask for the Motor Vehicle to be inspected by one of Our Approved Repairers; *and*
- c) If the claim is valid, We may in Our absolute discretion, give approval for Our Approved Repairer to repair the Motor Vehicle within the terms of this Warranty.
- d) If the claim is not valid, then You shall be responsible for the cost of the inspection.
- e) No reimbursement shall be given for any work commenced without official authorisation being issued by Us to the Repairer.

## 5. LIMITS OF LIABILITY

- a) The total monetary limit per claim shall not exceed:
  - i) **Multi-Cover Basic: \$350** (Three Hundred and Fifty Dollars), or **\$150** (One Hundred and Fifty Dollars) (depending on the claim limit of the covered component); *or*
  - ii) **Multi-Cover Upgrade: \$700** (Seven Hundred Dollars) or **\$200** (Two Hundred Dollars) (depending on the claim limit of the covered component).  
on any repair/s being undertaken at any 1 (one) time on any 1 (one) claim number.
- b) Further, the total monetary limit per claim, where the claim involves the repair of more than one component, is restricted to the monetary limit of the component which has the highest individual monetary limit.
- c) You agree to accept such payments to cover the cost of repairs to the Motor Vehicle whether paid to You or to the Approved Repairer on Your behalf to be in full satisfaction of the claim and as a total discharge of all liability to that claim.
- d) Acceptance of the payment and/or Motor Vehicle after the repairs have been carried out shall also be deemed to be in full satisfaction of the claim and as a total discharge of all liability to that claim.
- e) All claim limits are the GST inclusive cost of the repairs.

## 6. EXCLUSIONS

This Warranty does not cover:

- a) Vehicles modified beyond manufacturers specifications, commercial Motor Vehicles over 1,500 (one thousand five hundred) kgs carrying capacity, rotary and 2 (two) stroke engine Motor Vehicles, taxis and hire cars.
- b) Any damage due to misuse, fire, accident, theft, impact, submersion in water, neglect, rust, corrosion, towing without suitable equipment as recommended by the Manufacturer, or use of Motor Vehicle's in motor sports events shall render this Warranty null and void.
- c) Any damage occurring from overheating or lack of oil or lubricant, low fluid level, any damage caused by failure to maintain correct service requirements and any damage which is consequential of the failure to maintain correct servicing requirements.

- d) Loss or damage (including but not limiting same to personal injury) arising as a consequence of an event or the failure of any component of the Motor Vehicle.
- e) Any consequential damage or loss of any kind, including without limitation as a result of a Covered Component failing.
- f) The cost of any consumables which are replaced during the course of repairs.
- g) Any component that is considered part of any manufacturer's fault and / or recall campaign or is considered reusable.
- h) Oil leaks, water leaks, normal wear and tear, all service and maintenance items and any consumables which are replaced during routine service and maintenance, or any failure of claimable components due to water, oil, fuel or coolant contamination.
- i) Any repair, quote or diagnostic cost that is not part of a genuine, approved claim.
- j) Any damage occurring while You continue to drive with a known or suspected fault, or which a reasonable person in the position of the driver would know or suspect to be a fault.
- k) Conditions or problems that are Pre-Existing Faults.

## 7. MISCELLANEOUS

- a) This is a Mechanical Breakdown Warranty for used Motor Vehicles, therefore a part may be worn but still quite safe and serviceable.
- b) We shall not be liable or held responsible for any damage occurring if the Motor Vehicle is left unattended or being towed.
- c) We shall not be held responsible for any delays due to lack of supply of parts or any materials needed to complete any work undertaken.
- d) This Warranty does not limit or exclude the conditions, warranties and guarantees imposed by any relevant Commonwealth or State legislation and in particular does not limit the rights and remedies available to consumers under the Australian Consumer Law 2011.
- e) At all times the odometer must work. If the odometer has been tampered with, made inoperative or altered, or should any false statement be made by You or any person acting on Your behalf or otherwise, with Your knowledge, in support of any claim, then this Warranty will become null and void and Your rights to a claim shall be forfeited in respect of all past, present and future claims.
- f) After the expiration of the Motor Vehicles statutory warranty, You agree not to hold the Selling Agent responsible for any of Our obligations under this Warranty.

## 8. HOW TO MAKE A CLAIM

- 1) Read the Warranty carefully to ensure Your claim is covered by the Warranty.
- 2) Telephone or write to:

**Australian Warranty Network Pty Ltd**

P.O. Box 4301, Phone: (07) 3802 5577  
Loganholme, Qld 4129 Fax: (07) 3806 1505  
Email: [claims@australianwarranty.com.au](mailto:claims@australianwarranty.com.au)

Office Hours: Monday to Friday 8:15 a.m. to 5:15 p.m. (AEST)

- 3) Quote the Warranty Number, registration number and current odometer reading.
- 4) Explain fully the nature of the problem remembering that You are required to disclose to Us all information which is relevant in assisting Us to consider Your claim. If You fail to disclose such information Your rights to claim may be seriously affected.
- 5) Upon receipt of the above information We will process and consider Your claim. Repairs will not be paid by Us unless an authorisation number is issued by Us to the Repairer prior to the commencement of the repairs.

In some cases You will be given the opportunity to contribute something towards the cost of the repairs, i.e. any repairs that restore the Motor Vehicle to a better condition than the condition prior to the failure.

Failure by You to pay for any work not included in this claim shall render this Warranty void.

In the event of a Mobile Mechanic being called by Us, You agree that any work carried out by that or any mechanic that is not part of the cover or if the call is of a service nature then this cost shall be Your responsibility.

If You have a problem with Your Motor Vehicle that is not claim related, just call AWN's claims department and We can still assist You through our network of Approved Repairers Australia-Wide.

## 9. COMPLAINTS RESOLUTION

If a complaint arises during the course of Your dealings with Us, please contact Our Claims Manager to discuss the matter.

Should the complaint remain unresolved, You may request Our Internal Dispute Resolution Committee (IDRC) to review the dispute at no cost to You. This review will normally be completed within 15 business days. **AWN, PO Box 4301, Loganholme, Qld, 4129, Phone (07) 3802 5577.**

If You are still not satisfied with the outcome of the IDRC review of Your complaint, You are entitled to take Your complaint to the Financial Ombudsman Service (FOS), Our External Resolution Scheme. The FOS details will be supplied with the IDRC written response to Your complaint review.

# Service Coupons

Service Coupon - Customer Copy	
<i>Please retain for your records</i>	
DATE	ODOMETER
WARRANTY NO	
INVOICE NO	
<i>Affix Service Centre Stamp Here</i>	

Service Coupon - AWN Copy				
<i>Please attach Service Invoice to this Service Coupon</i>				
DATE	REGO	ODOMETER	WARRANTY NO	INVOICE NO
NAME		VEHICLE		
PHONE		ADDRESS		
<i>Affix Service Centre Stamp Here</i>		<i>Please Cut Out This Coupon And Post To:</i> <b>AUSTRALIAN WARRANTY NETWORK PTY LTD</b> P.O. Box 4301, Loganholme, Qld 4129		

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# Warranty Application

WARRANTY NUMBER

## Customer Details

WARRANTY NUMBER

NAME

ADDRESS

EMAIL

PHONE

FAX

MOBILE

## Selling Agent Details

TRADING NAME

ABN

ADDRESS

PHONE

FAX

AR#

## Warranty Details

COVER COMMENCEMENT DATE

COVERAGE

## Finance Details

FINANCED BY

WARRANTY RETAIL PRICE \$

(Includes GST \$ )

## Motor Vehicle Details

VEHICLE PURCHASE DATE

VIN

REGO

RWC

VEHICLE

CYLINDERS

ENGINE NO

TRANSMISSION

ODOMETER READING

FUEL TYPE

STOCK NUMBER

## Customer Declaration

**PRIVACY NOTICE AND CONSENT:** I have read and understood the Privacy Notice and Consent in the Important Notices and consent to the matters set out in the Notice and Consent.

**DECLARATION:** I confirm that I have been given a copy of the Financial Services Guide (FSG) and Product Disclosure Statement (PDS) relating to this Warranty and confirm that I have read it, understood it, and agreed to be bound by the Terms and Conditions contained therein.

Applicant Signature: \_\_\_\_\_

Selling Agent Signature: \_\_\_\_\_



Please fax, email or mail this page to:

**Australian Warranty Network Pty Ltd**

ABN 78 075 483 206

AFS Licence No. 246469

PO Box 4301,  
Loganholme, Qld 4129

Phone: (07) 3802 5577

Fax: (07) 3801 1539

Email: [claims@australianwarranty.com.au](mailto:claims@australianwarranty.com.au)