

### **Mechanic Protection**

Designed to get your car back on the road with minimum cost or inconvenience after a mechanical or electrical breakdown. Don't let the unexpected stop you.

Mechanic protection will pay to either repair, replace or pay for the reasonable cost to repair the covered components, subject to the Maximum Protection Benefit. Aside from that, we also assist with costs such as towing, car rental and accommodation where a breakdown occurs.



### **Example Parts and Components Included\***



Front wheel bearings, top and bottom ball joints, McPherson struts, but not airbags.

#### FRONT STEERING

Manual – All internal lubricated components contained within the steering box. Power-Steering Box, rack and pump, excluding pipes, hoses and oil leaks.

FUEL SYSTEM – Fuel pumps, fuel injection pump (petrol and diesel) pressure regulator. BRAKES Calipers, wheel cylinders, master cylinder.

#### ENGINE

Piston, piston rings and gudgeon pins, crankshaft, camshaft, lifters and push rods, connecting rods and bearings, timing chains, guides, gears, rocker arms and valves, valve guides, oil pump, engine cylinder head(s) and engine block.

#### TRANSMISSION

All lubricated internal components excluding: Torque converter, casings, clutch plate, pressure plate and release bearings.

ELECTRICAL -

Alternator, starter motor and starter solenoid. Wiper motors.

CLUTCH Master cylinder and slave cylinder.

#### DIFFERENTIAL-DRIVE LINE

All internal parts, half shafts, universal joints, wheel bearings, tail shaft centre bearings, CV joints, except where the CV boot is damaged or split.

#### TRANS-AXLE ASSEMBLY

Complete internals, constant velocity joints. Excludes failure of constant velocity joints if torn or damaged protection boots and casing damage.

#### AIR CONDITIONING -

Compressor, condenser and evaporator. Cover is provided only if the unit was supplied by the manufacturer of the Vehicle.

COOLING SYSTEM —

Radiator, water pump and thermostat (excluding thermostat housing).



### **Mechanic Protection**

The Mechanic Protection – Premier, Superior, and Preferred provide protection for over 4,000 components, which includes but not limited to mechanical damage caused by the initial mechanical failure. Each protection level will provide different coverage depending on your vehicle's needs.

#### Which protection product suits you and your vehicle?

	PREMIER	SUPERIOR	PREFERRED
Eligibility	For vehicle with less than 8 years of age and under 140,000kms at the date of purchase	For vehicle with less than 10 years of age and under 175,000kms at the date of purchase	For vehicle with less than 15 years of age and under 225,000kms at the date of purchase
Protection options (terms/kilometers)	12, 24 or 36 months	12, 36 or 60 months	12, 36 or 60 months
Repair Limit	Up to the purchase price of the vehicle	\$5,000 per claim	\$3,000 per claim for listed components only
Policy Limit	Up to the purchase price of the vehicle	Up to the purchase price of the vehicle	Up to the purchase price of the vehicle
Start of Coverage	The date that the Manufacturer's warranty expires	The date that the Manufacturer's warranty expires	The date that the Manufacturer's warranty expires
	If no existing Manufacturer's warranty: The date of purchase of Mechanic Protection	If no existing Manufacturer's warranty: The date of purchase of Mechanic Protection	If no existing Manufacturer's warranty: The date of purchase of Mechanic Protection

#### Additional Benefits\*



#### Towing

Up to \$100 per claim for towing costs associated with a claim for mechanical breakdown; subject to a limit of \$300 for all claims during the protection period.



Hire Car If your vehicle remains immobilised for more than two consecutive business days, we will cover up to \$500 for car rental expenses.



Emergency Accommodation

Claim up to \$500 for emergency accommodation if your vehicle is immobilised more than 100 km from home and repair work is not completed that day.



**Quality Guarantee:** 

If the Vehicle suffers a Mechanical Breakdown during the protection period, any authorised repairs carried out under this Mechanic Protection will be guaranteed.

### \*Refer to the relevant combine PDS, Protection wording and FSG for full terms, conditions, exclusions, and key factors that influence the cost.

These miscellaneous finance risk products are issued by Motor Owners Mutual Limited SCN 663 390 930 (Mutual) pursuant to an arrangement with Cire Solutions Pty Ltd ABN 97 602 797 848 AFSL 514449 (Cire Solutions). This Mechanic Protection is designed to provide factual advice only and does not consider your personal financial circumstances. Please read the Product Disclosure Statement (PDS), Protection Wording, and Target Market Determination (TMD) before deciding to purchase and hold any products issued by the Mutual.

## Mechanic Protection Preferred

MOTOR OWNE

Combined Financial Services Guide, Product Disclosure Statement and Protection Wording

This document was prepared on 27/02/2023 by Motor Owners Mutual Limited ACN 663 390 930 For more information, contact:

Membership Services 1300 153 258 memberservices@motorownersmutual.com.au

Claims 1300 153 258 warrantyclaims@motorownersmutual.com.au

Complaints 1300 153 645 complaints@motorownersmutual.com.au

Privacy 1300 153 258 memberservices@motorownersmutual.com.au

AFSL Holder Cire Solutions Pty Ltd ACN 602 797 848 AFS Licence no. 514449 1300 153 648 Priority@ciresolutions.com.au

This Combined Product Disclosure Statement, Financial Services Guide and Protection Wording has been authorised for distribution by Cire Solutions Pty Ltd ACN 602 797 848 AFSL no. 514449

Version 1.0 (27/02/2023)

Mechanic Protection Preferred VBMPREF270223



### **INTRODUCTION**

This Combined Financial Services Guide (**FSG**) and Product Disclosure Statement (**PDS**) and Protection Wording is an important legal document that contains details of Mechanic Protection Preferred (**Protection**), the miscellaneous financial risk product that is available to members of Motor Owners Mutual Limited (**Motor Owners Mutual**, **Mutual**).

The Protection is a financial risk product offered by Cire Solutions Pty Ltd ACN 602 797 848 AFSL no. 514449 (Manager) on behalf of the Mutual. It is provided by the Mutual on the terms contained in the PDS (subject to the operation of the Constitution and the Protection Wording).

Before you decide whether to join the Mutual or to purchase the Protection, please read this document and the Constitution carefully. You should also consider the target market determination for the Protection, which is available at <a href="http://www.motorownersmutual.com.au/">http://www.motorownersmutual.com.au/</a>

**Part 1** of this document is the PDS. It contains information about the Protection offered by Motor Owners Mutual and how to become a Member. It sets out your rights and entitlements as a Mutual Member and explains the benefits and risks that are relevant to purchasing the Protection.

The PDS is designed to help you understand what you need to know about Motor Owners Mutual and the Protection so that you can make an informed choice about whether or not you wish to join the Mutual as a Member (**Membership**) and apply for the Protection available to Members.

**Part 2** of this document is the Protection Wording for the Protection offered by the Mutual. These are the terms and conditions on which we provide the Protection including the benefits, exclusions, conditions and other details about accessing the Protection including how to make a claim.

**Part 3** of this document is the FSG. It explains the financial services provided by the Manager and the financial services your motor dealer and finance broker can provide as authorised representatives of the Manager. It also describes how they are remunerated, how to make a complaint about the services and the client compensation arrangements.

You will be offered the opportunity to apply for Protection when you join as a Member. At that time, you will be given details of the amount charged for that Protection. This is referred to as your **Contribution** to the Mutual (as defined in the Constitution). A Protection Schedule will be issued to you when you purchase Protection and this forms part of the terms and conditions of the Protection.

We may update this document from time to time. When necessary, we will issue a supplementary or replacement PDS. An up-to-date document can be supplied by the Manager.



### **GLOSSARY**

For the purpose of the PDS (Part 1) and the FSG (Part 3), the following definitions apply. The Protection Wording contains specific definitions which are used in that Part 2.

AFSL	means Australian Financial Services licence.
APRA	means the Australian Prudential Regulation Authority.
ASIC	means the Australian Securities and Investments Commission.
Board	means the board of directors of the Mutual.
Component/Part	has the meaning given to that term in Part 2 of this document.
Constitution	means the constitution of the Mutual, governing membership and protection offered by the Mutual.
Contribution	means the total amount of fees plus any taxes that a Member is required to pay to access the Protection for the duration of each Protection Period.
FSG	means the document named Financial Services Guide issued by the Mutual.
Manager	means Cire Solutions Pty Ltd ACN 602 797 848, AFSL no. 514449.
Mechanic Protection Preferred, the Protection	means the type and amount of protection that a Member is able to access, which will be provided to the Member as a miscellaneous financial risk product.
Mechanical Breakdown	has the meaning given to that term in Part 2 of this document.
Member	means a current member of the Mutual.
Membership	means the membership of the Mutual available to Members.
Membership Member Portal	means the membership of the Mutual available to Members. means the online portal specific to your account to which you will be given access upon joining as a Member of the Mutual.
-	means the online portal specific to your account to which you will be given access upon
Member Portal	means the online portal specific to your account to which you will be given access upon joining as a Member of the Mutual.
Member Portal Mutual	means the online portal specific to your account to which you will be given access upon joining as a Member of the Mutual. means Motor Owners Mutual Limited ACN 663 390 930.
Member Portal Mutual PDS	means the online portal specific to your account to which you will be given access upon joining as a Member of the Mutual. means Motor Owners Mutual Limited ACN 663 390 930. means the document named Product Disclosure Statement issued by the Mutual. means the document titled 'Product Disclosure Statement Quotation' issued by the Mutual prior to purchasing the Protection that provides details about the Protection you have selected, including a quote for the amount of Contribution payable, and which forms part of
Member Portal Mutual PDS PDS Quotation	<ul> <li>means the online portal specific to your account to which you will be given access upon joining as a Member of the Mutual.</li> <li>means Motor Owners Mutual Limited ACN 663 390 930.</li> <li>means the document named Product Disclosure Statement issued by the Mutual.</li> <li>means the document titled 'Product Disclosure Statement Quotation' issued by the Mutual prior to purchasing the Protection that provides details about the Protection you have selected, including a quote for the amount of Contribution payable, and which forms part of this PDS.</li> <li>means the duration for which the Protection will be active as stated in your Protection Schedule, and as described in the "What is the Protection Period" section in Part 2 of this</li> </ul>
Member Portal Mutual PDS PDS Quotation Protection Period	<ul> <li>means the online portal specific to your account to which you will be given access upon joining as a Member of the Mutual.</li> <li>means Motor Owners Mutual Limited ACN 663 390 930.</li> <li>means the document named Product Disclosure Statement issued by the Mutual.</li> <li>means the document titled 'Product Disclosure Statement Quotation' issued by the Mutual prior to purchasing the Protection that provides details about the Protection you have selected, including a quote for the amount of Contribution payable, and which forms part of this PDS.</li> <li>means the duration for which the Protection will be active as stated in your Protection Schedule, and as described in the "What is the Protection Period" section in Part 2 of this document.</li> </ul>
Member Portal Mutual PDS PDS Quotation Protection Period Protection Schedule	<ul> <li>means the online portal specific to your account to which you will be given access upon joining as a Member of the Mutual.</li> <li>means Motor Owners Mutual Limited ACN 663 390 930.</li> <li>means the document named Product Disclosure Statement issued by the Mutual.</li> <li>means the document titled 'Product Disclosure Statement Quotation' issued by the Mutual prior to purchasing the Protection that provides details about the Protection you have selected, including a quote for the amount of Contribution payable, and which forms part of this PDS.</li> <li>means the duration for which the Protection will be active as stated in your Protection Schedule, and as described in the "What is the Protection Period" section in Part 2 of this document.</li> <li>means the schedule of protection issued by the Mutual in relation to the Protection.</li> </ul>
Member Portal Mutual PDS PDS Quotation Protection Period Protection Schedule Protection Wording	<ul> <li>means the online portal specific to your account to which you will be given access upon joining as a Member of the Mutual.</li> <li>means Motor Owners Mutual Limited ACN 663 390 930.</li> <li>means the document named Product Disclosure Statement issued by the Mutual.</li> <li>means the document titled 'Product Disclosure Statement Quotation' issued by the Mutual prior to purchasing the Protection that provides details about the Protection you have selected, including a quote for the amount of Contribution payable, and which forms part of this PDS.</li> <li>means the duration for which the Protection will be active as stated in your Protection Schedule, and as described in the "What is the Protection Period" section in Part 2 of this document.</li> <li>means the schedule of protection issued by the Mutual in relation to the Protection.</li> <li>means the terms on which the Protection is provided as a discretionary risk product by the Mutual.</li> </ul>



### PART 1: PRODUCT DISCLOSURE STATEMENT

#### **SECTION 1 - INTRODUCTION**

This document is an important legal document. This information is provided to help you to make an informed choice about whether or not you wish to join the Mutual as a Member and how to purchase the Protection.

The Protection is a financial risk product offered by the Manager on behalf of the Mutual. It is provided by the Mutual on the terms contained in the PDS and Protection Wording (subject to the operation of the Constitution).

#### SECTION 2 - ABOUT MOTOR OWNERS MUTUAL

#### What is Motor Owners Mutual?

Motor Owners Mutual is a company limited by guarantee which was formed to meet the needs of motor vehicle owners. Using a company structure, those motor vehicle owners will become Members of the Mutual with the rights and entitlements contained in the Mutual's Constitution.

We provide the Protection referred to in the PDS. The Protection is a financial product regulated under the *Corporations Act 2001* (Cth) by ASIC and provided as an alternative to insurance – it is a financial risk product offered as "discretionary risk protection". We provide the Protection solely to our Members – therefore, only Members can make a claim.

As a discretionary mutual, we can use the combined purchasing power of our Members to spread the cost of risk and to provide additional coverage within the discretionary risk protection and other benefits.

#### How does it work?

We offer our Members the opportunity to access the Protection (and other benefits) we provide by paying a Contribution to the Mutual. The amount of Contribution Members pay will depend on the product being purchased, the term of any finance to fund the vehicle and the intended period of ownership of the vehicle. In some cases, there may be an opportunity for Members to purchase the Protection for a number of years or elect to purchase and renew their Protection on an annual basis. A pay-by-the month option may also be available.

We then use the combined resources of each Member's Contributions pooled together to fund the Protection and associated management costs. Each Member will pay a Contribution for their Protection effectively funding the payment of claims by the Mutual.

We also purchase insurance to prudently manage those financial exposures.

#### Who manages the Motor Owners Mutual?

The Board of Motor Owners Mutual has appointed the Manager to manage the Mutual and oversee the provision of financial services. The Manager will offer Membership and the Protection, handle Membership enquiries, claims and other professional services. The Manager is your first point of contact for any enquiries about Membership and the Protection. Their contact details are at the front of this document.

The Manager holds an AFSL (number 514449) and has appointed your motor dealer or finance broker as its authorised representatives to arrange the Protection. More details about the services they provide on our behalf is in the Financial Services Guide.



#### How is the Mutual managed?

The Board manages the Mutual with the assistance of the Manager, which acts as a financial services and claims service provider and membership administrator. The Manager and/or your motor dealer or finance broker will make offers of Membership to the people to whom they sell or finance a motor vehicle and will make offers of the Protection to the Members.

The Board must abide by the Constitution, which sets out the objectives of the Mutual, its powers as a company limited by guarantee, the rules governing its operations, the eligibility criteria of Members, the election of Directors and the conduct of Members' and Directors' meetings. It also contains the power to exercise discretion in response to a Member's claim for the Protection.

Each Member is entitled to one vote at any general meeting of Members of the Mutual, regardless of the financial commitment made to the Mutual.

Details of the financial services that are provided by the Manager are set out in the Financial Services Guide in Part 3 of this document.

#### SECTION 3 - MEMBERSHIP

#### What are the benefits of Membership?

Members of the Mutual have the right to have a claim considered by the Board and the Board will consider a Member's claim for the Protection in accordance with the Protection Wording, the Constitution and the Guidelines set by the Board. The Mutual will always be the party paying your accepted claim.

The Board sets guidelines to ensure it operates fairly and consistently and in the interests of the Members. The Board also considers the terms of this PDS and the Protection Wording when determining claims for the Protection.

Members' rights are contained in the Constitution. It describes the Board's powers when considering claims made by Members who have acquired the Protection. Ask your motor dealer/broker or contact us Membership Services for a copy.

#### Who can join the Mutual?

The Manager and the Board decide who to admit to Membership. Membership is available on application by motor vehicle owners. You will be offered Membership when you purchase a motor vehicle through a participating motor dealership or finance broking business.

If you decide to proceed, you will be offered Membership and Protection. As part of that process, you will be asked to complete an application form in respect of the Protection benefits you wish to purchase. Once this has been submitted, you will be provided with a Membership and Protection Schedule. You will also be given access to your own Member Portal, which will contain details about the financial risk products you have purchased from us, any special offers available to our Members and be one of the means by which we will communicate with you.

You may be invited to renew your Protection at expiry.



#### **About Mechanic Protection Preferred**

The Protection is the financial risk product issued by the Mutual to assist you with the repair of certain Component/Parts of your Vehicle that suffers a Mechanical Breakdown.

The Protection also offers a number of additional benefits, such as reimbursement of reasonable and necessary costs incurred for towing, accommodation, car hire, ease of claim lodgement, quality guarantee and assessment and no limit on the number of claims.

Further information on the significant benefits you will be entitled to, any eligibility requirements, conditions, exclusions, waiting periods and claim limits that apply to the Protection are contained in the Protection Wording set out in Part 2 of this document.

Members of Motor Owners Mutual have the right to have a claim for Protection considered by the Board and the Board has the absolute discretion to accept or refuse a Member's claim for Protection.

#### Why does the Board have discretion to approve claims?

We refer to the benefits we offer as 'Protection' to highlight the fact that we offer an alternative to insurance. The Protection we offer is 'discretionary risk protection'. Discretionary protection is a financial product which is regulated by ASIC. ASIC supervises the Manager as the AFSL holder for the financial product issued by the Mutual under an authority granted by the Mutual.

Insurance is different to discretionary protection because an insurer must indemnify a policyholder if the claim comes within the policy terms and conditions. Discretionary protection involves the Board deciding whether to exercise its discretion to pay a claim based on its understanding of the Member's claim. Members are assured that the Board's discretion will be exercised fairly and consistently, and with all due consideration to the merits and circumstances of each claim. This is entrenched in the Mutual's Constitution and the guidelines adopted by the Board.

The Board sets guidelines to ensure that they exercise discretion in the interests of the Members, and they will consider whether a Member's claim falls within the Protection Wording contained in Part 2 of this document when deciding whether the Member qualifies for the payment of their claim.

The Board has representatives who consider the claim and make a recommendation as to whether it should be paid from the Mutual's financial resources. The Mutual also purchases an insurance program that it can claim on to support the financial resources available for the payment of claims. The powers to exercise discretion are contained in the Mutual's Constitution.

By offering Protection that is discretionary, we are able to offer our Members a more cost-effective financial risk product for management of the financial risks associated with financing the purchase of their motor vehicle without establishing an insurance company.

#### What are the significant risks?

The Protection is a financial product, and you should be aware of the following:

• The Protection is not an insurance product.

The Protection is a 'miscellaneous financial risk product'. This means that there is no automatic right of indemnity under the Protection's Protection Wording. Instead, there is an automatic right to have a claim considered and you may ask the Board to exercise their discretion to indemnify you for the loss. The payment of all claims is at the discretion of the Board.

The Protection provided by the Mutual is not insurance. This means the Mutual is not subject to the prudential standards set by APRA or the provisions of the *Insurance Act 1973* (Cth)and the Protection is not subject to the *Insurance Contracts Act 1984* (Cth). The insurance program that insures the Mutual for its liability to pay Protection claims is provided by an



APRA-regulated insurer. The Mutual can claim on that insurance program whilst the insurance remains current and when the Mutual's financial reserves for paying claims are exhausted.

#### • Whether there is adequate funding of the Mutual

If a large number of claims are made in any one year that exceeds the amount of Contributions made by Members and set aside to pay claims, there could be a risk that a Protection claim would not be paid.

To prevent this risk, we regularly take professional advice as to the adequacy of the Contributions to meet likely claims liabilities for all Members. In addition, we purchase an insurance program to meet claims that exceed the Mutual's self-retention limit. When the insurance program is structured in this way, we are fully funded for our claims liabilities so that Members are fully protected.

#### • A Member could lose their entitlements if they are expelled by the Mutual Board

The Mutual is operated for the benefit of all Members. The Board therefore reserves the right to expel Members or deny them access to the Protection in circumstances which are in the best interests of the Members as a whole, or where a Member breaches the rules of Membership. This includes where the Member has unpaid Contributions, or any other circumstances as set out in the Constitution.

#### SECTION 5 - FINANCIAL INFORMATION

#### What does the Protection cost?

Contributions are the amount you pay to us for each Protection Period whilst you require the Protection. This amount is payable upfront when you first purchase the Protection.

Your Contribution amount will be quoted as a dollar amount when discussing your requirements with your motor dealer or finance broker. This will also be confirmed in an email containing your PDS Quotation for the Protection products and benefits you have selected. If you decide to purchase the Protection, this amount will be shown as a dollar amount on your Protection Schedule.

Some of the key factors that may influence the way we calculate your Contribution include:

- The risk profile determined by the information you provide to us;
- The purchase price of your Vehicle; and
- Government taxes such as GST.

You can pay your Contribution by instalment payments to help spread your payment over time. Please refer to the 'Payment by Instalment' section of the Protection Wording for more information.

#### Are there any tax implications?

Your Contributions have preferential income tax treatment when paid into the Mutual. Contributions will be subject to GST.

There is no stamp duty or other insurance taxes (e.g. emergency services levy) payable on the Contributions.

The Mutual does not provide any advice on the individual tax treatment for Members of having Membership and the Protection or the tax treatment of any claims that are paid to Members. Members should seek their own tax advice.

#### What happens to any surplus?

At the end of the financial year, there may be a 'surplus' of funds held by us – this is the amount that we retain and have not paid out in claims to Members.



We may in our discretion apply a surplus from a previous financial year to assist in the capability of the Mutual to fund claim payments in future, reduce Contributions for Members, provide increased protection to Members, or for any other use approved by the Board on the grounds that it is considered beneficial to Members.

Unlike other public companies, Members are not entitled to receive surplus funds on voluntary winding up or after the closure of the Protection Period in order to preserve the tax treatment.

If the Mutual is wound up, the Mutual could use a surplus for the purposes of its objects including in any successor mutual or risk vehicle, to offer other products and services that benefit the Members or by transferring it to non-profit organisations which provide benefits to the Members.

#### **Estimating future payments**

On the advice of our professional consultants, we will calculate the total amount of Contributions reasonably required to ensure that we will have appropriate financial resources to discharge future liabilities and make future payments to Members who have purchased the Protection, based on actuarial advice.

We will manage these future liabilities and payments through our risk assessment process and the insurance policy we hold.

#### **SECTION 6 - CLAIMS**

#### How to claim

Claim notifications may be lodged in writing through your Member Portal or by calling the Manager on the telephone number set out at the front of this document. Refer to the Protection Wording for more details. You can also contact the Manager if you encounter any difficulties in lodging your claim online or have any questions.

#### When you make a claim

As a Member, you will have an automatic right to have your claim for Protection considered by the Board.

The Manager will support the Board to process claims and deal with recoveries. The Manager makes recommendations to the Board on whether or not to accept a claim and the amount to be paid. At our discretion, we may elect to take over the management or defence of any claim or recovery action on your behalf.

The Board's discretion to refuse or reduce a claim is absolute. The Board has the power to pay claims that do not fall within the Protection Wording. If the Board exercises its discretion not to pay the claim, or to pay only part of the claim, the Manager will advise you promptly.

#### **SECTION 7 – COMPLAINTS**

#### **Complaints process**

We are committed to providing a great range of products and services to our Members that provide value and benefit to them.

The Board sets guidelines to ensure they exercise discretion fairly and consistently and in the interests of all Members when considering the merits of a claim. The Board also considers the terms of the PDS when determining claims for the Protection.



Please talk to the Manager using the details set out at the front of this document if at any time we have not met your expectations. Most times the Manager will be able to resolve your complaint quickly when you raise it with them. By contacting the Manager directly to resolve a complaint or dispute you may avoid unnecessary delays and costs.

If you wish to dispute the decision about a claim made by the Mutual, please contact the Manager in the first instance. You will be requested to supply a written submission and ask the Board to reconsider its decision.

If you have a complaint about any of the services provided by the Mutual, the Manager, or your motor dealer/finance broker in connection with the offer of Membership and/or the Protection, or any other person engaged by them, please contact the Manager using the details contained in this document.

#### **External Dispute Resolution**

If you are not satisfied with the decision or if your complaint remains unresolved after 30 days, you can refer the matter to the Australian Financial Complaints Authority (AFCA). AFCA is an independent body that provides its service free of charge. Membership of AFCA is held by the Manager, as the AFSL holder. The decision is not binding on you but is binding on the Manager.

AFCA is an external complaints resolution scheme approved by ASIC to provide free advice and assistance to consumers to help them resolve complaints relating to members of the financial services industry. Information about AFCA, and the types of disputes that it can consider, can be found at its website.

#### **AFCA Contact Details**

Email: <u>info@afca.org.au</u> Freecall number: 1800 931 678 Online complaint form: <u>https://ocf.afca.org.au</u>

#### SECTION 8 – CHANGES AND CANCELLATIONS

#### Changes to Membership details

If your Membership details change including your contact details (such as residential address and telephone number / email address), you need to advise us. We will not be liable for any loss you suffer because you have failed to update your details.

#### Changes to your circumstances

You need to tell us if your circumstances change in such a way that may require changes to the type of Protection, or that increase the risks that are relevant to your Protection.

Changes required to your Protection that occur during the Protection Period can be made by the Manager. If necessary, we will issue you with a new Protection Schedule or we may endorse your existing Protection Schedule with the new details. We will also determine if any additional Contributions must be paid by you.

#### **Cancelling your Membership**

You may cancel your Membership at any time by contacting us using the details set out at the front of this document or via your Member Portal. If you decide to cancel your Membership during the Protection Period, it will end on the date we receive your cancellation request, unless you inform us otherwise and we agree.

Once you have cancelled your Membership, you cannot access the Protection for your motor vehicle unless you become a Member again. Your right to access your Member Portal may also be terminated.



#### **Cancelling the Protection**

You have a 21 day cooling off period from the date of purchase. If you wish to cancel your Protection, whether during the cooling off period or at any other time, please refer to the process described in the Protection Wording for the Protection.



# PART 2 - MECHANIC PROTECTION PREFERRED – PROTECTION WORDING

#### **DEFINITIONS AND INTERPRETATION**

Some words have a special meaning in this Protection Wording. These words are listed below.

Headings are provided for reference only and do not form part of the Protection for interpretation purposes.

<b>-</b> .	
Australian Consumer Law:	The Australian Consumer Law found in Schedule 2 of the <i>Competition and Consumer Act 2010</i> (Cth).
Component/Part:	A part of the Vehicle that was originally covered by the Vehicle's Manufacturer Warranty and listed in the "Components / Parts" section of this Protection Wording. For the avoidance of doubt, it does not include any components or parts not listed in the "Components / Parts" section or those components or parts specifically excluded by this document or other documents forming the Protection.
Consequential Loss:	Any consequential loss, damage or liability or loss of profit, incurred as a result of the mechanical failure of a Component/Part.
	This includes, but is not limited to, mechanical damage caused by the initial mechanical failure of the Component/Part (subsequent mechanical damage), except where:
	<ul> <li>You could not have taken reasonable steps to prevent the subsequent mechanical damage; or</li> </ul>
	<ul> <li>You have taken reasonable steps to prevent the subsequent mechanical damage.</li> </ul>
Contribution:	The total amount we charge for this Protection (including taxes) as shown on the Protection Schedule.
Dealer:	The selling dealer listed in the Protection Schedule providing this Protection.
Family Member:	A spouse, de facto partner, parent, parent-in-law, daughter, son, daughter-in-law, son-in-law, brother, sister, brother-in-law, sister-in-law, grandchild, grandparent, stepparent, stepchildren, fiancé or fiancée or guardian.
Finance Contract:	A legal agreement with a Financier which describes the terms and conditions under which funds were provided to you for the purchase of the Vehicle, as described on the Protection Schedule.
Financier:	The finance company or credit institution named in the Protection Schedule with whom you have entered into a Finance Contract.
Manufacturer:	The manufacturer of the Vehicle.
Manufacturer	The original warranty coverage provided by the Manufacturer as an express warranty
Warranty:	from the date of first registration of the Vehicle. It does not include any Statutory Warranty or consumer guarantee applicable under the Australian Consumer Law.
Mechanic Protection	Has the meaning given to that term in the Glossary in Part 1 of this document.
Preferred, the	
Protection:	
Mechanical	The sudden and unforeseen failure of a Component/Part of the Vehicle due to a
Breakdown:	defect relating to the quality of the Vehicle including workmanship, roadworthiness or defective material(s). It does not include any failure otherwise excluded by the Protection such as by Normal Wear & Tear or accidental damage caused by a collision (see in particular the "What you are not protected for" section).
Member Portal:	Has the meaning given to that term in the Glossary in Part 1 of this document.



- Normal Wear & Tear: The gradual reduction or deterioration in operating performance of a Component/Part of the Vehicle, having regard to the age of the Vehicle and the distance it has travelled.
- **Repairer:** A registered mechanical automotive repair business employing at least one fully qualified automotive mechanic and who has the relevant equipment and skills to carry out all maintenance and repair work to the standard of the Manufacturer of the Vehicle. It does not include you or a Family Member.
- **Protection Limit:** The maximum amount, in aggregate, for any and all claims, that may be paid under the terms and conditions of this Protection, which will be equal to the Vehicle Purchase Price.

**Protection Period:** Has the meaning given to that term in the Glossary in Part 1 of this document.

Protection Schedule: Has the meaning given to that term in the Glossary in Part 1 of this document.

**Protection Start Date:** The date specified in the Protection Schedule as the date that the Protection commences, if there is no Manufacturer Warranty for the Vehicle or, where there is a Manufacturer Warranty for the Vehicle, the date when the Manufacturer Warranty expires. The Protection Start Date will always be after the Statutory Warranty for the Vehicle has expired.

- **Service Records:** The copies of service history which show that you have complied with the "Servicing" requirements under the Protection.
- **Statutory Warranty:** Any repair and replacement rights which are a statutory warranty that applies to the sale of the Vehicle under State or Territory legislation. It does not include any consumer guarantee applicable under the Australian Consumer Law or a Manufacturer Warranty.
- Total Loss:When the Vehicle is considered damaged as a statutory write off or damaged<br/>beyond economical repair or is stolen and not recovered.
- **Vehicle:** The motor vehicle described in the Protection Schedule (including any fitted accessories or modifications).
- Vehicle Purchase Price: The amount paid for the Vehicle, including on road costs, registration, dealer delivery charges, and compulsory third party insurance. It does not include the cost of any insurance (other than compulsory third party insurance), any non-factory options or any aftermarket products (such as paint protection), any existing debt, stamp duty, transfer fees or any other costs associated with the purchase of your Vehicle. but excluding all other costs.
- Protection Period: Has the meaning given to that term in the Glossary in Part 1 of this document.
- we, us, our: Motor Owners Mutual Limited.
- **you, your:** The Member (as defined in the Glossary in Part 1 of this document) named in the Protection Schedule as the registered owner of the Vehicle.



#### INFORMATION ABOUT YOUR RIGHTS UNDER THE LAW

Your Vehicle comes with a Manufacturer Warranty and/or with a Statutory Warranty and is also subject to consumer guarantees under the Australian Consumer Law. In that respect:

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Any benefits that you may have under this Protection are in addition to other rights and remedies you have under any laws in relation to the goods or services to which this Protection relates, including any consumer guarantees under the Australian Consumer Law.

If you choose to purchase this Protection, you will be purchasing the benefits described in this document in accordance with the terms and conditions of the Protection.

In some cases, this Protection may overlap with or differ from rights and remedies available to you by law including rights under the Australian Consumer Law. Any rights or remedies you may have under any laws will not be affected by purchasing this Protection.

This Protection provides you with benefits that are in addition to your rights and remedies under the Australian Consumer Law. In summary, these additional benefits include:

- 'Out of pocket' expenses Payment of additional 'out of pocket' costs you may have relating to the Mechanical Breakdown of your Vehicle, including towing, car rental and accommodation.
- Repairer network throughout Australia If you don't wish to have the repairs covered by this Protection undertaken by us, with our permission you can access your choice of Repairer, or a network of approved Repairers located in different places throughout Australia at your convenience.
- Certainty of Repairs In a situation where a Manufacturer Warranty or Statutory warranty has expired or will expire
  shortly, whilst there may be some legal protection under the Australian Consumer Law, the exact length of the
  protection is unknown. This because it can depend on a range of factors which can include the age, cost and quality of
  the Vehicle, how the Vehicle is used, and the number of kilometres travelled. You may have to engage with the
  Manufacturer or the dealer to enforce your legal rights and this could be a lengthy and/or expensive process. This
  Protection gives you peace of mind that your claim will be managed efficiently.
- Complaints and dispute handling process An efficient complaints handling process if you are not satisfied in any way with this Protection, the quality of repairs or our service, we have an easy to follow process to help with your complaint. Please refer to the "Complaints" section in the PDS (Part 1) for more information.

#### SUMMARY OF SOME BENEFITS THIS PROTECTION CAN PROVIDE

This is a basic summary only. Please refer to the "What you are protected for" and "Additional Benefits" sections below and the full terms and conditions set out in this Protection Wording for full details.

A key benefit provided under this Protection is that we will repair, or pay the reasonable costs of repair, of those Components/Parts of your Vehicle which are listed in this Protection Wording and suffer a Mechanical Breakdown.

There are also a number of additional benefits associated with this Protection. For example:

• If we approve a claim made under this Protection, we will pay for the reasonable and necessary costs and charges incurred by you, that will be reimbursed upon the submission of receipts or invoices, for:





#### up to the limits applicable to those additional benefits.



**Quality guarantee**: If the Vehicle suffers a Mechanical Breakdown during the Protection Period, any authorised repairs of a Component / Part carried out under this Protection will be guaranteed for the remaining Protection Period.



**Speedy claims assessment**: Claims are assessed during normal working hours, normally within 12 hours of us receiving a diagnosis of the problem and quote for the repair from the Repairer.



**No limit to number of claims:** There is no limit to the number of claims you can make under this Protection during the Protection Period, up to the Protection Limit and subject to any other applicable limits.

#### TO BE ELIGIBLE FOR THIS PROTECTION

To be eligible for this Protection:

- You must:
  - Be at least 18 years of age;
  - Be the registered owner of the Vehicle;
  - Hold a current membership with the Mutual;
  - o During the Protection Period, not use or intend to use the Vehicle:
    - in competitions, rallies, racing, pace making, reliability trials, speed or hill climbing;
    - for carrying and/or towing loads above the gross combination weight of the trailer and your Vehicle, as specified by the Manufacturer;
    - as a rental vehicle;
    - for carrying passengers for hire or reward;
    - for delivery or courier use;
    - as a police or emergency vehicle;
    - for driver instruction or tuition for reward;

- in connection with mining and or excavation activities; or
- outside Australia; and
- The Vehicle must:
  - Be a motor vehicle with a carrying capacity of less than 2 tonnes;
  - Be roadworthy and registered;
  - At the time of purchasing the Protection:
    - Be 15 years old or less (from the date when it was first registered); and
    - Have travelled less than 225,000kms.

#### WHAT YOU ARE PROTECTED FOR

#### Mechanical Breakdown

If, during the Protection Period and subject to the terms and conditions in this Protection Wording, a Component/Part suffers a Mechanical Breakdown in Australia, we will either:

- Repair; or
- Replace; or
- Pay for the reasonable cost to repair,

the Component/Part, subject to the Protection Limit.

If a Component/Part requires replacement, the Repairer will replace them with components consistent with the age and condition of your Vehicle and those components will meet the Manufacturer's technical specifications and / or applicable Australian design rules.

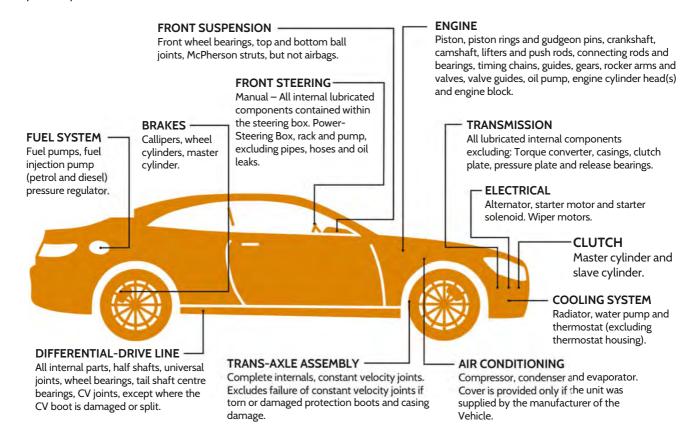
#### **Protection Limit**

The maximum amount payable for any one claim under this Protection is \$3,000. Regardless of the number of claims made for any benefit under this Protection, the maximum amount payable for each and all claims combined under the Protection is limited to the Vehicle Purchase Price. The Protection Limit is calculated in the context of the repair costs (including GST) charged by the Repairer which is payable by us.



#### **COMPONENTS / PARTS**

Subject to the terms and conditions in this Protection Wording, you will be protected if one or more of the following component/parts suffers a Mechanical Breakdown:



The components and parts shown above are protected during the Protection Period provided that your Vehicle:

- Has not been used in a manner expressly excluded in the "What you are not protected for" section of this Protection Wording; and
- Has been regularly and competently serviced in accordance with the requirements of this Protection outlined in the "Servicing" section below.

#### ADDITIONAL BENEFITS

If we accept a claim for Mechanical Breakdown in respect of a Component / Part under this Protection, the following additional benefits are available. Where applicable, we will pay for reasonable and necessary costs and charges incurred. Such costs and charges will be reimbursed upon the submission of receipts or invoices. The amounts mentioned in this Additional Benefit section are all inclusive of GST.

**Towing:** We will pay for any reasonable and necessary costs and charges incurred to tow your Vehicle to us up to \$100 for any one claim, and subject to a limit of \$300 for all claims during the Protection Period.

**Accommodation:** We will pay up to \$500 during the Protection Period towards the cost of reasonable and necessary accommodation if the Vehicle experiences a Mechanical Breakdown and cannot be driven when it is more than 100kms from your home address and repairs cannot be completed on the day of authorisation.

**Car Hire:** We will reimburse you for car hire cost if the repair of your Vehicle as authorised by us takes more than 2 consecutive days to be completed after the date of authorisation. We will pay up to a maximum of \$500 during the Protection Period.

**Quality Guarantee:** If the Vehicle suffers a Mechanical Breakdown during the Protection Period, any authorised repairs of a Component / Part carried out under this Protection will be guaranteed for the remaining Protection Period.



#### WHAT YOU ARE NOT PROTECTED FOR

We will **not** pay a claim under this Protection for:

- Any claim relating to a component or part of your Vehicle which is not listed in the "What you are protected for" section of this Protection Wording;
- Damage to a Component/Part as a result of:
  - Overheating;
  - Impact or a road traffic accident;
  - Modifications made to the Vehicle by you after purchase;
  - Non-Manufacturer fitted parts, which have not been fitted to the Australian design rules;
  - Not being maintained in accordance with the servicing requirements of this Protection (see the "Servicing" section below);
  - Misuse, neglect, abuse or improper servicing or any repairs required as a result of continued operation of the Vehicle once a defect or failure has occurred;
  - Failure to maintain proper levels of fluids, fuels, lubricants or coolants or contamination of fluids;
  - Use of incorrect types and grades of fuel, oil or lubricants or any contaminated fuel, oil or lubricants;
  - Corrosion, rust, fire, illegal use (including damage as a result of the theft of the Vehicle), malicious damage, impact, accident, earthquake, Flood or other occurrence of nature, riot or civil commotion, war, terrorism, invasion, strikes or resulting from nuclear fission, fusion or radioactivity;
  - The Vehicle being fitted with an LPG unit other than a unit supplied, fitted and endorsed by the Manufacturer; or
  - o Normal Wear & Tear or the gradual reduction in operating performance of the Vehicle or Component/Part; or
  - CV joints or any shafts where the dust boot is damaged;
  - Using the Vehicle:
    - in competitions, rallies, racing, pace making, reliability trials, speed or hill climbing;
    - for carrying and/or towing loads above the gross combination weight of the trailer and your Vehicle, as specified by the Manufacturer;
    - as a rental vehicle;
    - for carrying passengers for hire or reward;
    - for delivery or courier use;
    - as a police or emergency vehicle;
    - for driver instruction or tuition for reward;
    - in connection with mining and or excavation activities; or
    - outside Australia; and
- Any fraudulent claim made by you, a Family Member or a person driving the Vehicle;
- Any failure of a Component/Part that existed prior to the start of the Protection Period. These include failures during the Manufacturer Warranty and/or Statutory Warranty period;
- Any repairs where we have not been provided the opportunity to assess the damage/failure for the purpose of determining that the repair/replacement was required to remedy the failure;
- Tyres or wheels (unless protected elsewhere in the terms of the Protection), batteries, mechanical adjustments, exhaust system components, replacement or other servicing (including items scheduled as routine servicing by the Manufacturer) which the Manufacturer recommends be made as maintenance;
- Parts subject to recall by the Manufacturer, component parts or design elements which are found to have been an inherent design fault, including parts subject to:



- An Australian Competition and Consumer Commission (ACCC) recall;
- o A Manufacturer recall; or
- Any notice of faults issued by the Manufacturer;
- Noisy parts or components, in the absence of their failure;
- Any tappings, threads, fixings and/or fastening devices or repairs as a result of these components not being fitted correctly;
- Interior trim components, including but not limited to seats, seat belts (excluding mechanical and electrical components), cup holders, ashtrays, components made of glass and/or decorative components;
- Paintwork, panel and bodywork and all related Vehicle components (including but not limited to) lamps and lamp units, weather-strips and seals, components made of glass, and/or any exterior trim or decorative components;
- Any Consequential Loss. For example, if a defect becomes known or apparent to, or suspected by, you or a driver of the Vehicle (for example by illumination of warning lights, fluid leaks or unusual sounds) and you or they fail to have the problem investigated and a Component/Part promptly repaired and/or you or they continue driving the Vehicle and this causes subsequent mechanical damage, you are not protected for the subsequent mechanical damage.
- Subsequent mechanical damage to components caused by the failure of the Component/Part where you or a driver of the Vehicle continue to operate your Vehicle, except where:
  - You or the driver could not have prevented the subsequent mechanical damage; or
  - You or the driver could have prevented the subsequent mechanical damage and took the steps which a reasonable person in the circumstances would have taken to prevent it;
- Costs associated with or related to:
  - Software upgrades/updates, unless required due to the replacement of a Component/Part; or
  - Improving or reconditioning the Vehicle or parts to a condition superior to that at the time of purchase; or
- Diagnostic and dismantling costs, and costs to reassemble the Vehicle following such diagnosis or dismantling (if applicable), including where such costs are required to ascertain whether a failure is a protected failure under this Protection, unless those are associated with a claim under this Protection.

#### Please note: noise does not necessarily constitute a failure of a Component/Port or a Mechanical Breakdown event.

#### SERVICING

It is a condition of this Protection and your responsibility to have the Vehicle maintained in a roadworthy, mechanically sound condition and serviced regularly in accordance with the Manufacturer's recommendations. If you are unsure of these, please contact the Manufacturer to ascertain the recommended servicing schedule for your Vehicle. You are required to maintain the Service Records yourself and these must be retained by you each time the Vehicle is serviced. We will ask you to supply your Service Records when you make a claim.

Any defect or fault or any parts identified as needing repair or replacement or which are identified as a potential problem during servicing, including those identified while the Vehicle is still covered by a Statutory Warranty or Manufacturer Warranty, must be rectified as soon as reasonably practicable. Upon becoming aware of the development of any mechanical problem, you or any other person driving the Vehicle must take all reasonable steps to minimise any damage that might arise.

If the Mechanical Breakdown of a Component/Part was caused or contributed to directly as a consequence of you not having regular service and then dealing with problems identified by the Repairer, we may not pay the claim you make for repair of that Component/Part.

It is your responsibility to keep complete records of servicing. Before a claim will be authorised, we will require confirmation of the Service Records.



#### WHAT IS THE PROTECTION PERIOD

The Protection Period is the period beginning on the Protection Start Date and ending on the date the Protection ceases. Provided you have paid your Contribution for this Protection, you can make a claim under the Protection during the Protection Period subject to the terms and conditions set out in this Protection Wording.

#### The Commencement Date of your Protection

Your Protection Start Date will be the later of:

- The date that the Manufacturer Warranty expires; or
- The date that the Statutory Warranty expires.

If no Manufacturer Warranty or Statutory Warranty exists, your Protection Start Date will start on the date the Protection Schedule is first issued to you.

#### The end of your Protection

Your Protection will cease immediately :

- At midnight on the date that the Protection Period has lapsed from the Protection Start Date;
- When all claims made under this Protection reach the Protection Limit;
- The Vehicle is deemed a Total Loss or is repossessed by the Financier; or
- If the Protection is cancelled see the "Cancellation" section below.

#### PAYING BY INSTALMENTS

#### PAY YOUR CONTRIBUTION BY INSTALMENTS

For more information on the cost of your Protection and how we calculate if, refer to the "Financial Information" section of the PDS (Part 1).

You can pay your Contribution by instalment payments to help spread your payment over time. If would like to do this, you will need to ask at the time you purchase the Protection and sign a Direct Debit Request Service Agreement (DDRSA).

If you make a claim which results in the termination of your Protection, we will deduct the instalment payments for the remaining Protection Period from any claim amount we pay.

#### **OVERDUE INSTALMENTS**

If you have elected to pay your Contribution by instalment payments and an instalment payment is overdue, we can do one or both of the following:

- Refuse to pay a claim if the instalment payment is 14 calendar days (or more) overdue; and/or
- Cancel your Protection if the instalment payment is 1 month (or more) overdue.

In the absence of an instalment payment being made, we will send you notice that your instalment has not been paid and advise you that we will cancel your Protection if the instalment remains unpaid 1 month after the instalment payment due date, without further notice to you.

If we cancel your Protection because an instalment payment is unpaid, your Protection will end on the date of cancellation (see the "Cancellation" section below for details).

If you are paying the Contribution by instalment payments, please refer to the DDRSA which sets out the terms and conditions applicable to your instalment payment arrangement.



#### CANCELLATION

#### CANCELLATION BY YOU

You may cancel your Protection at any time by contacting us via your Member Portal, by phone, email or mail. If you cancel your Protection, it will end on the date we receive your cancellation request, unless you inform us otherwise and we agree.

#### **COOLING OFF PERIOD**

Where you cancel your Protection within 21 days of the date of issue of the Protection Schedule and you have not and do not wish to lodge a claim relating to that period, we will refund your Contribution in full. This is a cooling off period.

#### CANCELLATION BY US

We may cancel your Protection, if permitted by law, if you:

- Make a misrepresentation to us when you purchase this Protection (for instance in relation to your eligibility for the Protection);
- Fail to tell us anything you should tell us when you apply for the Protection;
- Fail to comply with the terms and conditions in the Product Disclosure Statement and this document (including the obligation to pay your Contribution on time); or
- Make a fraudulent claim under this Protection or another product purchased from us.

#### **ON CANCELLATION**

If your Protection is cancelled either by you outside of your cooling off period or by us (except in the case of fraud), we will refund the portion of any Contribution you have paid for the period after the cancellation date.

If your Protection is cancelled and you are entitled to a refund, we will return the amount within 15 business days. An administration fee of \$20 will be payable, which we will deduct from the amount we refund to you.

If we have cancelled your Protection due to fraud, we will not pay any refund.

Where the cost of this Protection has been financed, we will pay any refund directly to the Financier unless the Financier otherwise authorises in writing the refund to be paid directly to you.

Where we have paid all amounts, we are obliged to pay under this Protection, we will cancel your Protection and we will not pay any refund.

#### TERMINATION

The Protection will terminate, and a refund of your Contribution may be payable (refer to the "Cancellation" section), if:

- You no longer reside in Australia;
- You cease to be a Member;
- The Vehicle is deemed a Total Loss or is repossessed by the Financier;
- The Protection is cancelled;
- The Protection Period expires; or
- We have paid the Protection Limit under this Protection.

No refund of your Contribution is available if we have paid out the Protection Limit under the Protection.

#### WHAT HAPPENS IF YOU PRIVATELY SELL YOUR VEHICLE?

If you privately sell your Vehicle, please contact us to cancel the Protection.



#### HOW TO MAKE A CLAIM

Please contact us, via either the details at the front of this document or those contained on your Member portal, as soon as something happens that you believe you can claim for. Please note that you must contact us for authorisation before ANY repair work is carried out on your vehicle. Failure to do so may invalidate your claim.

You can ask us if your Protection protects you against a particular loss before you make a claim. When we answer your question, we will not discourage you from making a claim and we will tell you that if you make a claim, we will fully assess if your loss is protected.

If you make a claim, we will tell you:

- Our claims process,
- Any excess or waiting period applicable (if any apply), and
- How to contact us regarding your claim.

When we assess your claim, we will consider all relevant facts, the terms of the PDS and your Protection and the law. We will regularly keep you informed of the progress of your claim and respond to your enquiries about your claim's progress promptly.

#### Important conditions relating to claims under this Protection

- Repairs must not commence unless authorised by us.
- You must ensure you take all reasonable steps to protect the Vehicle from further damage.
- If it is an emergency, contact us during ordinary business hours on the details at the front of this document for urgent authorisation. Failing this, please contact the roadside assistance provider or a towing provider for immediate assistance to tow the Vehicle to us or a Repairer, until authorisation can be provided.
- Make sure the Service Records for the Vehicle are up-to-date and you are ready provide them to us and the Repairer.
- You may be asked to contribute toward the repair costs if the repairs being performed will restore the Vehicle to a better condition than that immediately prior to the Mechanical Breakdown. In the event that the total cost of repairs or replacement costs for repairs exceed the Protection Limit, you must pay any additional costs. You hereby acknowledge that any additional costs must be paid directly to the Repairer who has undertaken the work and that the Repairer may exercise their rights under the Repairer's lien until those additional costs are paid. When settling a claim, we have the right to take Normal Wear & Tear into consideration.
- There may be some instances where repairs cannot be authorised until the Vehicle has been dismantled. In this case, we may need your authority to dismantle the Vehicle for diagnosis prior to commencing repairs. Should the problem be captured by the terms of this Protection, the repairs will be authorised. In the instance where the Component/Part is not captured, you will be responsible for all costs associated with dismantling the Vehicle.
- Components and parts that we authorise the Repairer to use in repairing your Vehicle may be manufactured by a supplier which is not the Vehicle's Manufacturer but will be compatible with the age and condition of your Vehicle. In some cases, we may agree to using second hand parts/components that are in good working condition.

#### What do I do in relation to a claim?

If an event which may give rise to a claim under this Protection occurs, then you must:

- 1. Bring your Vehicle, this Protection Wording and the Protection Schedule to the Repairer; and
- 2. Provide your Vehicle's Service Records to the Repairer.

The Repairer will contact us and provide us with a diagnosis of the problem (see the "What you are not protected for" section), its cause and the estimated cost of parts and labour. You may be required to pay for such diagnosis if the claim is found to not be payable under this Protection. If the problem is within the terms of the Protection and we decide to approve your claim, we will supply an authorisation number and approval to commence repairs.

We will not pay for any expense associated with making a claim under this Protection that you incur. This means that you must pay the expense of making a claim (other than those costs expressly met under in this Protection).



#### Fraudulent claims

In the event of any fraudulent claim or in the event of any damage occurring as a result of a wilful act on your part or with your connivance, you will not be entitled to make a claim and we may, in our sole and absolute discretion, invalidate any claim and/or this Protection.

#### GST

Any amount we pay under this Protection includes GST.

If you are registered for GST, you are required to tell us your entitlement to any Input Tax Credits (**ITC**) on the Contribution you pay to us for this Protection. If you do not tell us your entitlement or if the information you give us is incorrect, we will not be liable for any resulting fines, penalties or charges you incur.

When we calculate the amount of any payment we make for a claim, we may reduce the amount by any ITC that you are, will be or would have been entitled to receive.



Motor Owners Mutual Limited

ACN: 663 390 930 Tel.: 1300 153 258 Email: <u>memberservices@motorownersmutual.com.au</u>

Address: P.O. Box 621, Collins Street West, Vic 8007

#### Part 3 FINANCIAL SERVICES GUIDE

#### About this Financial Services Guide

This Financial Services Guide (FSG) describes the services that Cire Solutions Pty Ltd (Cire Solutions) (AFSL no. 514449) and its representatives provide, including your motor vehicle dealer or finance broker who has been appointed as an authorised representative.

It explains the financial services they provide and their important relationships. It also describes how each of them is remunerated, how to make a complaint about the financial services they provide and the relevant professional indemnity arrangements that are in place.

This FSG was prepared on 13 December 2022.

This FSG has been prepared and authorised for distribution by Cire Solutions Pty Ltd ABN 97 602 797 848 AFSL no. 514449.

Your Questions	Our Answers
What financial services are we providing to you?	Cire Solutions and its representatives will provide financial services to you when they offer you Membership and when they arrange for you to purchase one of the Mutual's products. When they offer you protection, they are acting on behalf of the Mutual. They have authority to make offers of Protection to eligible owners of motor vehicles. Cire Solutions also handles claims under their Australian financial services licence on behalf of the Mutual. Some of these services are provided by Cire Support Services Pty Ltd ACN 663 089 021 ( <b>Cire</b> <b>Services</b> ), a company owned by Cire Solutions, and its representatives.
	Cire Solutions and Cire Services may also advise you about the protection products offered by the Mutual and when they do this, they are authorised to provide general advice and factual information and cannot advise about your personal or individual situation or whether the products are suitable for you. They act as agent of the Mutual for the purposes of providing those services.
	Your motor vehicle dealer or finance broker is an authorised representative of Cire Solutions and also acts as its agent to offer Membership and Protection. They are permitted to give you factual information and deal in discretionary protection products by arranging for the offer of those products to you (these are regulated as miscellaneous financial risk products by ASIC). They are not authorised to give you any type of financial product advice.
How are we paid?	Cire Solutions earns a fee for the mutual management services it provides to the Mutual. This fee will be calculated based Mechanic Preferred
	You can ask Cire Solutions for further details of the remuneration that it receives. If you are interested in this information, you must ask Cire Solutions for it within a reasonable timeframe after receiving this FSG. You must ask Cire Solutions before it provides any financial services to you, such as arranging your protection or handling your claim.
	Your motor dealer or financial broker earns a commission of up to 50% when they arrange your Protection. The amount of the commission is calculated with reference to the amount of your Contribution (excluding taxes) and it is included in the price quoted for your Protection.
	Your motor dealer or financial broker may also receive a \$20 introduction fee for each product for introducing you as a member of the Mutual.
What important relationships do we have?	Cire Solutions has one or more directors appointed to the board of the Mutual. Cire Solutions is a mutual capital instrument holder in the Mutual. This means it has an investment in the Mutual. Cire Solutions also owns 100% of the shares in Cire Services.
What happens if you have a complaint or dispute?	Cire Solutions and Cire Services are committed to ensuring their financial services meet your expectations. If you wish to complain about them, please contact Cire Solutions using the contact details at the front of this document.
	Cire Solutions will acknowledge receipt of your complaint within 24 hours and attempt to resolve it within 30 days of receiving it.
	If you are not satisfied with the outcome of the internal review of your complaint, you can contact the Australian Financial Complaints Authority ( <b>AFCA</b> ). AFCA is an external complaints resolution scheme approved by ASIC to provide free advice and assistance to consumers to help them in resolving complaints relating to members of the financial services industry. Cire Solutions holds membership with AFCA. An AFCA decision is not binding on you but on Cire Solutions.
	Information about AFCA, and the types of disputes that it can consider, can be found at its website.
	AFCA Contact Details
	Email: info@afca.org.au
	Free call number: 1800 931 678
	Online complaint form: <u>https://ocf.afca.org.au/</u>
What compensation arrangements apply?	Cire Solutions, Cire Services and your motor vehicle dealer or finance broker have professional indemnity insurance in place which covers them for any errors or mistakes relating to the financial services they provide. This insurance meets the requirements of the Corporations Act. It also provides cover after they cease to provide financial services, provided the insurer is notified of the claim when it arises, and this is done within the relevant policy period.'

How is my personal information dealt with?	Cire Solutions and Cire Services are fully committed to handling your personal information in accordance with the <i>Privacy Act 1988</i> (Cth) and the Australian Privacy Principles. They and the Mutual collect your personal information directly from you or through other entities listed in the Privacy Policy. They do not trade, rent or sell your information.
	Cire Solutions and Cire Services and its representatives including your motor dealer or finance broker will collect personal information from you to process your application for Membership and Protection. If you don't provide the information, the Mutual may not be able to accept your application for Membership or offer Protection to you.
	The Mutual's Privacy Policy is available at: <u>https://motorownersmutual.com.au/mutual-privacy-policy</u> Cire Solutions has its privacy policy at: <u>https://motorownersmutual.com.au/cire-privacy-policy</u>
Where can you find further information?	Please check the Mutual's website or contact Cire Solutions on the contact details set out at the front of this document if you need any further information.

Authorised Representative contact details (if any):		
Company Name:	Car Cover Pty Ltd - CIRE	
Trading Name:	Car Cover Pty Ltd - CIRE	
ABN:	72 614 587 227	
Corporate Authorised Representative No: 1249208		
Address: Level 1 / 68 Alfred Street , MILSONS POINT, New South Wales 2061		
Individual Dealer/Broker Name: Car Cover Pty Ltd - CIRE		
Authorised Representative No: 72 614 587 227		
Phone: 1300 973 066		
Email: info <b>@</b> my	Email: info <b>e</b> mycarwarranty.com.au	
Office Hours: 9:00 am to 5:00pm Monday to Friday		
Web:		

#### FSG – FINANCIAL SERVICES GUIDE

VFSG131222