

# Elite Performance Warranty

## Combined Product Disclosure Statement and Financial Services Guide

Combined Product Disclosure Statement and Financial Services Guide

Prepared on 01 February 2024

Product issued by Virginia Surety Company, Inc. (VSC) ARBN 080 339 957 AFS Licence No. 245579.

Presidian Management Services Pty Ltd (Presidian) ABN 99 166 382 369 is a corporate Authorised Representative (AR) of VSC, AR No. 001 268 955.

### ABOUT THIS DOCUMENT

#### PRODUCT DISCLOSURE STATEMENT (PDS)

This PDS is designed to assist you in understanding this insurance policy. The Elite Performance Warranty is designed to protect your Vehicle in the event of sudden or unforeseen Mechanical Failure. The information contained within is general and does not take account of your individual needs.

In this document you will find everything you need to know about the Elite Performance Warranty. Please read the PDS carefully to make sure this cover is right for you and if you have any questions, please contact Presidian on 1300 363 149 or by email at [enquiries@presidiangroup.com.au](mailto:enquiries@presidiangroup.com.au).

This PDS together with the Insurance Certificate & Declaration issued to you constitutes an agreement between you and the insurer, Virginia Surety Company, Inc. Should there be a need to change something in this PDS, we will in accordance with the law issue a revised PDS or supplementary PDS. All disclosures and communications relating to your Elite Performance Warranty will only be given by electronic communications.

In purchasing the Elite Performance Warranty, Presidian has not provided any financial product advice or recommendations to you and has not considered your objectives, financial situation or needs. If you choose to purchase the Elite Performance Warranty, you will be bound by the terms and conditions in this PDS.

#### Who is the insurer?

This insurance policy (Elite Performance Warranty or Warranty) is underwritten by Virginia Surety Company, Inc (VSC, the insurer, we, us and our) ARBN 080 339 957 AFSL 245579 of Level 2, 693 Burke Road, Camberwell VIC 3124, Tel: 1300 654 665, Email: [vscau@assurant.com](mailto:vscau@assurant.com). The insurer is part of Assurant, Inc., a global provider of risk management solutions.

Presidian Management Services Pty Ltd (Presidian) ABN 99 166 382 369, AR No. 001 268 955 of PO Box 159, Traralgon, VIC 3844, Tel: 1300 363 149, Email: [enquiries@presidiangroup.com.au](mailto:enquiries@presidiangroup.com.au), is authorised by VSC to issue to you, vary or dispose of this cover, collect the premium and perform claims adjudication and administration functions. Presidian acts on behalf VSC, and not on your behalf.

Nothing in this PDS should be taken to constitute personal financial advice and, in particular does not take into account your individual objectives, financial situation or needs.

All amounts referred to in this document are GST inclusive.

#### Benefits of this Warranty

We appreciate that you may want the comfort of knowing that if your Vehicle suffers Mechanical Failure, your Vehicle will be covered for a specific time period. When you purchase an Elite Performance Warranty, you are obtaining certainty as to the period of coverage and that the Covered Components will be repaired or replaced (subject to Per Claim Limits and Exclusions referred to in sections 3, 4 and 9). Other benefits include:

- certainty as to the period and extent of cover;
- the convenience of having the replacement process managed for you by us via our warranty administrator, Presidian;
- clear processes for making a claim for car hire, accommodation and other benefits; and
- the support of our warranty administrator, Presidian.

Please note that certain words used in this document have a specific meaning, as set out in this document.

#### Significant Risks

You should be aware of the following risks associated with the Warranty:

- **Service Requirements:** If the Vehicle is not serviced in accordance with the manufacturer's guidelines, we may refuse to pay a claim and/or void the warranty;
- **Disclosure Obligations:** Failure to comply with disclosure obligations may have consequences in relation to the cover provided by the Warranty or may affect a claim being paid;
- **Warranty Term:** The Warranty Term may end sooner if you fail to service the Vehicle, do not adhere to your disclosure obligations, sell the Vehicle or the Warranty is cancelled; and
- **Limit of Liability:** There is an overall accumulated claim value limit (being the **Market Value** of the Vehicle).

## 1. Definitions

For the purposes of the warranty, the following words have specific meanings as set out below:

**"Australian Consumer Law"**, **"ACL"** means the Australian Consumer Law contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

**"Consequential Loss"** means any damage or loss, including but not limited to sudden or unforeseen mechanical failure, caused to additional Vehicle parts or components as a result of the initial failure of a Vehicle part or component.

**"Cooling Off Period"** means the period of 30 days following the purchase of your Warranty.

**"Covered Components"** means those Vehicle components and parts listed in clause 3 of this document.

**"Elite Performance Warranty"** and **"Warranty"** means this Insurance Policy issued by VSC.

**"Exclusions"** refers to parts or components of the Vehicle which are not covered under this Warranty. It also refers to situations or circumstances which will not be covered under this Warranty. Exclusions are set out in clause 9.

**"Insurance Certificate & Declaration"** means the document titled Insurance Certificate & Declaration completed by you and us which sets out the particular details of your Insurance Policy.

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“**Insurance Policy**” means this PDS and the completed Insurance Certificate & Declaration.

“**Manufacturer’s Warranty**” means any new Vehicle warranty provided by the manufacturer of your Vehicle.

“**Market Value**” is the average wholesale value of the Vehicle as detailed in the Redbook Guide at the time of the claim. Average wholesale value is described in the Redbook Guide as – vehicles are in normal condition for their age and would have travelled average distances. The body and interior should be reasonably original, and the vehicle should be mechanically sound and should not require any major repairs to make them ready for sale.

“**Mechanical Failure**” means the sudden and unforeseen failure of any Covered Component to perform the function for which it was designed, subject to the exclusions listed in Section 9.

“**Per Claim Limits**” means the Per Claim Limits for each claim relating to Covered Components listed in clause 3 and clause 4.

“**Personal Information**” as defined in the Privacy Act means any information that identifies you as an individual. This includes information such as your name, address, contact number, credit card and other personal details.

“**Premium**” means the amount payable by you to purchase the Warranty for the Warranty Term.

“**Presidian**” means Presidian Management Services Pty Ltd (Presidian) ABN 99 166 382 369, AR No. 001 268 955, who we have appointed to issue to you, vary or dispose of this cover, collect the premium and perform claims adjudication and administration functions for this Warranty.

“**Redbook Guide**” is the Vehicle valuation guide provided by Automotive Data Services Pty Ltd and used by us to establish the Market Value of your Vehicle.

“**Repossessed**” is the taking of possession of your Vehicle by a financier in connection with finance provided to you by the financier.

“**Sensitive Information**” as defined under the Privacy Act includes information about your racial or ethnic origin, political opinions, professional or political or religious affiliations or memberships, sexual orientation or practices, criminal record, health, genetics and/or biometrics. This type of information is afforded a higher level of protection.

“**Traded In**” means when you sell or hand over the Vehicle to a registered Motor Dealer.

“**Vehicle**” means the Vehicle described in the Insurance Certificate & Declaration.

“**Warranty Term**” means the period beginning on the date the Warranty cover commences as shown on the Insurance Certificate & Declaration and ending on the date the Warranty cover expires as shown on the Insurance Certificate & Declaration (unless terminated or cancelled earlier in accordance with this Insurance Policy).

“**we**”, “**us**”, “**our**” means the insurer VSC.

“**Written Off**” in relation to your Vehicle, means your insurance company or a qualified vehicle assessor has assessed the Vehicle to be a total loss, or assessed it to be uneconomical or unsafe to repair.

“**you**”, “**your**” means the person named in the Insurance Certificate & Declaration as the owner of the Vehicle.

## 2. How your Warranty operates

2.1 We provide this Warranty to you upon payment of the premium. We are the issuer of the warranty and have responsibility for payment of claims during the Warranty Term.

This Warranty is not:

- a) associated with the manufacturer of your Vehicle and is not an extension of any warranties provided by the manufacturer of your Vehicle; and
- b) is not a repair or maintenance plan for your Vehicle.

2.2 We have appointed Presidian as a claims administrator for this Warranty. This means that Presidian will do things in respect of this Warranty as our agent, including considering any claims you lodge and (if your claim is approved) authorising repairs, settling claims, answering questions you have about this Warranty (and exercising our rights under this Warranty). Should you have any enquiries regarding any aspect of the details within this Warranty, or if you wish to make a claim on this Warranty, contact Presidian.

2.3 You agree that we will not be required to pay a Warranty claim, under this Warranty, where Presidian has finalised its review of your claim and either:

- a) Presidian pays the claim in its capacity as administrator of this Warranty; or
- b) Presidian provides notice to you that the claim does not satisfy the terms of this Warranty and the claim will not be paid (for example, this may occur because an Exclusion applies).

2.4 To make a claim or query, you will need to contact Presidian in the first instance. Presidian’s contact details are set out in clause 12: Contact us.

2.5 The commencement date of the Warranty Term will be the later of the purchase date of this Warranty or expiry of any Manufacturer’s Warranty, motor dealer extended warranty or insurance extended warranty.

2.6 The Warranty will end on the expiry of the Warranty Term.

2.7 We may terminate your Warranty if you materially breach the terms and conditions of this Warranty.

2.8 We will confirm the Warranty purchase by issuing to you the Insurance Certificate & Declaration.

2.9 We will, in respect of the Mechanical Failure of the Vehicle, pay the reasonable cost, up to the Per Claim Limits applicable, to repair the failed Covered Components commensurate with the Vehicle’s age and kilometres travelled subject always to the Terms and Conditions in this PDS. If a covered component cannot be repaired and requires replacement, we use new, recycled or reconditioned parts consistent with the age and condition of the vehicle. Parts used may be supplied or manufactured by a company other than your vehicle’s manufacturer.

2.10 Repairs and/or replacement of the Vehicle’s Covered Components will only occur where the Mechanical Failure causes the damage. We and our agents (including Presidian) are not required to repair or authorise for repair, a component that is worn but still fit for use.

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2.11 We and our agents (including Presidian) have no liability or responsibility for loss, damage, expenses or other liability you may incur as a result of any delays relating to the repair of your Vehicle which is caused by our suppliers' delays in obtaining parts and/or materials required.

2.12 Nothing in this warranty excludes, restricts or modifies your rights under the ACL.

### 2.13 Eligibility

There are restrictions related to vehicle age and kilometres travelled that will determine the Warranty plan that your vehicle is eligible for.

Plan	Eligibility
Plan A	For vehicles up to 12 years that have travelled less than 180,000kms at the date of purchase.
Plan B	For vehicles up to 8 years that have travelled less than 120,000kms at the date of purchase.
Plan C	For vehicles up to 5 years that have travelled less than 100,000kms at the date of purchase.

### 2.14 Insured age eligibility

To be eligible to purchase this Warranty you need to be 21 years or older.

## 3. Covered Components

3.1 This Warranty covers the repair or replacement of most failed mechanical and electrical components which would have been covered by the original Manufacturer's Warranty, as specified in the Manufacturer's Warranty book, unless noted as an Exclusion in this Warranty (see Section 9 of the PDS).

3.2 The most we will pay in relation to any one claim (including GST) is up to the Per Claim Limit as listed below in line with the Plan displayed on your Insurance Certificate & Declaration. All claims may be paid up to the claim limit as shown in this table however the total value of all claims is limited to the Market Value of the Vehicle.

Plan A	Up to \$5,000
Plan B	Up to \$8,000
Plan C	Up to \$50,000

### 3.3 Maximum Claim Limit and Kilometre Limit

There is no limit to the number of claims that can be made, or the kilometres travelled under the Warranty during the Warranty Term, however the total value of all claims is limited to the Market Value of the Vehicle.

## 4. Other coverage

### 4.1 Accommodation

We will reimburse you up to \$175.00 per day for a maximum of five (5) days per claim towards the cost of accommodation actually paid and reasonably incurred under the following circumstances:

- if the Mechanical Failure is approved as a claim under the terms of the Warranty; and
- if the Mechanical Failure occurs more than 100km from your usual residence; and
- the Vehicle is immobilised for more than one (1) day.

### 4.2 Car Hire

We will reimburse you up to \$125.00 per day for a maximum of seven (7) days, per claim towards the cost of car hire actually paid and reasonably incurred under the following circumstances:

- if the Mechanical Failure is approved as a claim under the terms of the Warranty; and
- the repair takes more than five (5) business days after the date of authorisation to be completed.

### 4.3 Transfer of Warranty

If you sell the Vehicle, we may transfer your Warranty to the new purchaser unless Presidian reasonably considers that you have not complied with the terms of the Warranty. In order to validate the transfer you must within thirty (30) days after the sale of the Vehicle, provide Presidian with:

- A copy of the vehicle registration transfer papers;
- The completed Transfer of Ownership form which can be downloaded from [www.presidiangroup.com.au](http://www.presidiangroup.com.au) or by contacting Presidian on 1300 363 149.
- Complete service invoice records, as detailed in clause 5.3; and
- A transfer fee of \$75.00.

The Warranty cannot be transferred to another Vehicle.

### 4.4 Ease of Claim Lodgement

In the event of a claim, simply contact Presidian prior to the commencement of any repairs. It is not necessary to fill out any claims forms.

### 4.5 Quality Guarantee

Any Covered Component repaired under this warranty will continue to be a Covered Component until expiry of the Warranty Term.

## 5. Your obligations under this Warranty

From the date your Warranty commences, you must comply with the following conditions. Failure to comply with these conditions may invalidate a claim (and void this Warranty).

5.1 **Servicing Requirements** - You must have the Vehicle serviced as per the manufacturer's guidelines.

You may take your Vehicle to any licensed mechanic or service centre.

5.2 **Coolants and lubricants** - You must regularly check and maintain coolants and lubricants.

5.3 **Service invoice records** - You must provide each service invoice (copy/original) to Presidian detailing the Vehicle's registration number, your name and address, kilometres at the time of service, the work performed, and the Warranty policy number.

You can provide the invoices to Presidian by uploading them via its website [www.presidiangroup.com.au](http://www.presidiangroup.com.au) or posting or emailing the invoices to Presidian (see clause 12: Contact us).

The processing of your claim may be delayed or declined if Presidian does not have invoices detailing the service history of the Vehicle.

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- 5.4 **Road worthiness** - You must take all reasonable care to maintain the roadworthy condition of the Vehicle.
- 5.5 **Operation** - The Vehicle must at all times be operated in accordance with the manufacturer's instructions and in a manner consistent with the Vehicle's design and specifications.
- 5.6 **Minimise damage** - You, or any other person in control of the Vehicle, must take all reasonable precaution to minimise damage to the Vehicle and/or the Vehicle's components/ parts when you or they suspect a Mechanical Failure may have developed.

### 6. Taxation implications

The taxes and charges that apply to the Warranty will be shown on the Insurance Certificate & Declaration issued by us through Presidian. The Per Claim Limit for each claim includes any GST payable for repairs and replacement.

### 7. Making a claim

- 7.1 Read the PDS to find out if your claim may be covered.
- 7.2 Contact Presidian (whose contact details are found under clause 12: Contact us) or call 1300 363 149 for the location of your nearest approved repairer.
- 7.3 The Warranty does not cover any repairs commenced without pre-approval from Presidian. An authorisation number must be issued by Presidian to the authorised repairer.
- 7.4 It is your responsibility to authorise and pay for any diagnosis necessary to determine if the problem falls within the terms of the Warranty. If the claim is authorised by Presidian, the reasonable cost of the diagnosis will be included in the claim (up to the appropriate claim limit).
- 7.5 After the problem has been diagnosed, the authorised repairer will contact Presidian and provide your Warranty policy number, current odometer reading of the Vehicle, a description of the problem and cause, the repairs required, and the detailed estimated cost of repairs. Presidian will consider your claim and the information provided by the authorised repairer. Presidian will consider repairing or replacing (or pay for the reasonable cost of) any Covered Components up to the Per Claim Limits stated in this document, and otherwise subject to the Exclusions, terms and conditions of this Warranty.
- 7.6 Where deemed necessary Presidian may require the vehicle to be moved to an alternate repairer, nominated by Presidian for a second opinion or assessment of the required repairs, or request further evidence to support the diagnosis.
- 7.7 If Presidian authorises your claim, Presidian will issue the authorised repairer with an authorisation number, which will allow the authorised repairer to commence repairs.
- 7.8 You will be required to contribute to the cost of coolants, lubricants, machining and re-gassing.
- 7.9 To make a claim in respect of accommodation (clause 4.1) or car hire (clause 4.2) forward a copy of your paid tax invoice to Presidian, quoting the Warranty policy number, ensuring your current address is provided. If approved, we will forward payment within fourteen (14) days.

### 8. When you're unable to claim under this Warranty

- 8.1 You may be ineligible to make a claim, or Presidian may decline a claim under the Warranty, if:
- you fail to minimise damage to the Vehicle by continuing to drive the Vehicle when damage to any of the Vehicle's Covered Components is suspected;
  - repairs are commenced or carried out without the express authority of Presidian;
  - you fail to provide proof of payment for services if required;
  - you fail to comply with your obligations under the Warranty as specified in clause 5; or
  - you have failed to service your vehicle in accordance with the manufacturer's requirements and the failure to service is directly attributable to the cause of your claim.
- 8.2 If upon assessment of your claim, Presidian discovers that you are in breach of your obligations, you will be ineligible to claim for that specific repair or any faults whilst in breach of those obligations. If this happens, you will be responsible for the repair cost yourself, however, you will still be able to use our extensive network of approved repairers to ensure an efficient and cost effective repair process.

### 9. Exclusions from this Warranty

Under this Warranty, we will not pay for repair or replacement in the following circumstances:

**Accidental Damage** - Any loss of or damage to your vehicle resulting from a collision, impact or any accidental fire, theft or water ingress.

**Batteries** - Any mechanical failure to any battery including batteries fitted to Hybrid or Fully-Electric Vehicles.

**Certain Uses** - Where the vehicle is being used as;

- a mining, police or other emergency vehicle, or
- any form of motor sport including, but not limited to, racing, motor events or competitions.

**Consequential Loss** - Any Consequential Loss or damage of any kind, as described in section 1 of this warranty PDS.

**Contamination** - Failure caused by the ingress of any foreign material or the contamination of any fluids.

**Continued Use** - Any repairs required as a result of the continued operation of the Vehicle once a defect or fault has occurred (including activation of any warning system, overheating or loss of fluids). Presidian may assess if the initial failure falls within the terms of the Warranty, but no further damage will be covered.

**Diagnostic Costs** - The cost to diagnose the fault, unless accepted as part of an authorised claim.

**Exceeding Operating Limitations** - Any mechanical failure attributed to the failure to follow the vehicle manufacturer's operating guidelines, including using the vehicle for a purpose for which it was not designed, exceeding the manufacturers operating limitations or misuse.

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**Excessive Use of Oil** - Any claim relating to the excessive use and/or burning of oil where no sudden or unforeseen mechanical failure has occurred.

**Exhaust System** - Exhaust system components including but not limited to mufflers, pipes, particulate filters (DPF) and catalytic converters.

**Exterior components** - Any repairs to the trim, paintwork, panel and bodywork. These items include, but are not limited to: wheels, tyres, convertible roof mechanisms, materials and trim, lamps and lamp units, bulbs, weatherstrips and seals, mirror assemblies, and components made of glass.

**Faults and Recalls** - Any failure caused by faulty design (common faults) or covered by any other warranty, entitlement or recall campaign including any manufacturer's vehicle warranty, repairer's guarantee, or failure to address or complete any published or issued recall or notice from the manufacturer.

**Housings** - The repair or replacement of any component housings, covers, bolts, threads and/or fixing and fastening devices will not be covered, unless the repair or replacement of the housing is required as part of the repair or replacement of a Covered Component.

**Interior Components** - Seats and seat mechanisms, carpets, cup holders and ashtrays, sun visors, components made of glass and/or decorative components or SRS Components including seat belts and air bags.

**Location** - Any claim where the mechanical failure occurs outside of Australia.

**Maintenance** - Any maintenance, adjustment, calibration, upgrade, modification, machining and/or reprogramming required to any covered component.

**Modifications** - Any component that has been modified or altered from the original manufacturers specifications, including any damage caused by modifications or alterations. This includes, but is not limited to, components altered as a result of Left to Right Hand Drive Conversions, fuel system or performance modification including ECU Alterations, turbochargers, superchargers or LPG units, other than a unit supplied, fitted or endorsed by the Vehicle's manufacturer.

**Neglect** - Any repair or replacement required as a result of any form of neglect, including where the vehicle has not been serviced in accordance with the service requirements detailed under "Servicing requirements" in clause 5.1 of this document.

**Negligence** - Any failure caused by negligence, including but not limited to, a failure due to a lack of, poor quality, or the incorrect grade or type of fuel, lubricant, coolant or any other required fluids.

**No Mechanical Failure** - Any Covered Component that is worn but still fit for use.

**Pre-existing defects** - Defects existing at the time the warranty came into effect.

**Personal injury/property damage** - Any liability for death, bodily injury, or damage to property.

**Rust** - Failure caused by corrosion, electrolysis or rust.

**Seals and Gaskets** - Replacement of a seal or gasket will only be included when part of the repair of another covered component.

**Specific Parts** - Any items that require replacement as a part of normal vehicle maintenance or are known to have a limited service life, including spark plugs and leads, glow plugs, belts, timing belts and chains, including guides, sprockets, keyways and tensioners, filters, hoses, any rubber bushes, couplings, dampeners or mounts, CV boots, shock absorbers, strut inserts, suspension air bags, brake linings, brake pads, disc rotors, drums, clutch linings, globes and fuses.

**Unauthorised repairs** - Any claims where you have not contacted Presidian prior to the commencement of any repairs where Presidian has not issued a work authorisation number. Presidian may consider a claim for unauthorised repairs if Presidian considers the repairs were deemed necessary in an emergency.

**The exclusions set out above do not affect any right or entitlement you may have under the ACL.**

### 10. Cooling Off Period and Cancellation

- 10.1 You may cancel this Warranty for any reason within the Cooling Off Period which is 30 days after the date of purchase. We will provide you with a full refund of the Premium as displayed on your Insurance Certificate & Declaration, provided that you have not made a claim under the Warranty.
- 10.2 For cancellations after the Cooling Off Period, you are entitled to a refund calculated on a pro-rata basis of the Premium, as displayed on your Insurance Certificate & Declaration. A cancellation fee of \$75 including GST will be deducted from the refund.
- 10.3 If you have made a claim under the Warranty, no part of the Premium will be refunded should you wish to cancel the Warranty.
- 10.4 Your Warranty may be cancelled by us if during the Warranty period you, or a person acting on your behalf, provides a false or misleading statement or information in relation to a claim, if the Vehicle's odometer has been tampered with or is defective, or if the Vehicle has been used for rallying, racing, competitive driving or tested for any such events. No part of the Premium will be refunded in such cases.
- 10.5 Presidian may cancel this Warranty on our behalf by giving you notice in writing in accordance with the Insurance Contract Act 1984 (Cth) for reasons including non-disclosure, failure to comply with the conditions of this Warranty, misrepresentation or nonpayment of Premium.
- 10.6 If you wish to cancel your Warranty Contract at any time or during the Cooling Off Period, you must notify Presidian in writing:

Via email at [cancellations@presidiangroup.com.au](mailto:cancellations@presidiangroup.com.au)

Via post to: Presidian

PO BOX 159

Traralgon VIC 3844

Presidian can also be contacted by telephone on 1300 363 149.

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### 11. Presidian and your privacy rights

- 11.1 Presidian is committed to protecting your privacy. Presidian collects your Personal Information to perform its duties with respect to administering your Warranty and assessing any claims you make. Presidian may disclose your personal information to its trading divisions, associated entities, related bodies corporate or to another person or organisation necessary for the performance of its duties with respect to this Warranty and on confidential terms. Please contact Presidian if you do not wish this to happen. Presidian will not trade, rent or sell your information.
- 11.2 If you don't provide Presidian with complete information, Presidian cannot administer the Warranty. If you provide Presidian with personal information about anyone else, Presidian relies on you to tell them that you will give Presidian their information, tell them who Presidian gives it to, the purposes for which Presidian will use it and how they can access and correct it. If the information is Sensitive Information, Presidian relies on you to have obtained their consent on these matters.
- 11.3 Presidian's Privacy Policy contains important information about how it collects, holds, uses and discloses Personal Information. It explains what happens if Presidian cannot collect your Personal Information, as well as how you can access and correct the Personal Information Presidian holds about you, or make a complaint. It is available at [www.presidiangroup.com.au](http://www.presidiangroup.com.au). If you do not wish to receive promotional material from Presidian or would like a copy of the Presidian Privacy Policy, please contact Presidian.
- 11.4 If you would like a copy of VSC's Privacy Policy, would like access to the information we have about you or wish to make a complaint, please contact our Privacy Officer on 1300 654 611 or visit [www.assurant.com.au/privacy-policy](http://www.assurant.com.au/privacy-policy). By applying for the Warranty, you consent to us and Presidian managing your Personal Information in accordance with our respective Privacy Policies.
- 11.5 Should any unforeseeable event occur which results in the loss, or unauthorised access or disclosure of your Personal Information that is likely to result in serious harm to you, we will investigate the matter and notify you and the Office of the Australian Information Commissioner (OAIC) as soon as practicable pursuant to our obligations under the Privacy Act 1988.

### 12. Contact us:

For any questions about your Warranty, please contact Presidian at:

Presidian  
PO BOX 159  
Traralgon, Victoria 3844

Phone: 1300 363 149  
Fax: 03 5177 4050  
Email: [enquiries@presidiangroup.com.au](mailto:enquiries@presidiangroup.com.au)  
Web: [www.presidiangroup.com.au](http://www.presidiangroup.com.au)

### Duty of Disclosure

When purchasing your Warranty, you must take reasonable care to answer any questions asked truthfully and accurately. If you do not answer the questions in this way, Presidian may reduce or refuse to pay a claim, or cancel your cover.

If any question is answered or any claim is made under your Warranty which is fraudulent in any way, or if you or anyone on your behalf, or with your permission wilfully causes damage to the Covered Components, then we may refuse to pay the claim, without prejudice to any other rights we may have under your cover or at law.

### Ongoing things you need to tell Presidian

You must notify Presidian of any changes that affect your Warranty. You can do this by contacting Presidian (whose contact details are found under clause 12: Contact us) or call 1300 363 149.

The changes Presidian need to know include, but are not limited to notifying them as soon as possible if:

- you change your email address;
- you change any other personal details (i.e., name);
- you dispose of the Vehicle; or
- there is any change to the Vehicle, for example you modify the Vehicle.

You have a duty to take reasonable care not to make a misrepresentation when answering our questions.

### Jurisdiction and choice of law

This Warranty is governed by and construed in accordance with the laws of the Commonwealth of Australia, and you agree to submit to the exclusive jurisdiction of the courts of the State or Territory in which this Policy was issued.

### Australian Consumer Law (ACL)

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

The benefits of the Elite Performance Warranty as set out in this PDS work alongside and in addition to the rights and remedies to which you may be entitled under ACL. In no way does the Elite Performance Warranty limit your rights under ACL.

Subject to the exclusions and limitations set out in this PDS, the Elite Performance Warranty gives you a guaranteed minimum remedy where your Vehicle suffers Mechanical Failure covered by the Elite Performance Warranty.

### Other Insurance

If cover provided under your Warranty is also provided under another insurance policy, you must give us details of such insurance.

Where you would be covered under your Warranty for the relevant Mechanical Failure, but another insurance policy under which you are the contracting insured also covers (all or part of) the relevant Mechanical Failure, you can choose which insurance policy to claim under.

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### Subrogation

We may, at our discretion, undertake in your name and on your behalf, control and undertake settlement of proceedings for our own benefit, to recover compensation or secure indemnity from any party in respect of anything covered by the Warranty in the event that your claim under the Warranty is accepted.

You are to assist and permit to be done, all acts and things as required by us for the purpose of recovering compensation or securing indemnity from other parties to which we may become entitled or subrogated, upon us settling your claim under the Warranty regardless of whether we have yet settled your claim and whether or not the amount we pay you is less than full compensation for your loss.

### General Insurance Code of Practice

VSC adheres to the General Insurance Code of Practice (Code). The purpose of the Code is to raise the standards of practice and service in the general insurance industry. The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. If you would like a copy of the Code or if you want more information about the Code or the CGC you can visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

### Financial Claims Scheme

This Warranty may be a 'protected insurance policy' under the Federal Government's Financial Claims Scheme (FCS) that applies in the event of an insurer becoming insolvent and the Federal Treasurer declaring that the FCS will apply to that insurer.

Payment of a claim under the FCS is subject to the Scheme's eligibility criteria being met.

Information about the FCS can be obtained from [www.fcs.gov.au](http://www.fcs.gov.au).

### FINANCIAL SERVICES GUIDE

This Financial Services Guide (FSG) was prepared by Virginia Surety Company, Inc (VSC) ARBN 080 339 957 AFSL 245579 of Level 2, 693 Burke Road, Camberwell VIC 3124 on 1 February 2024 VSC has authorised the distribution of this FSG by Presidian Management Services Pty Ltd (Presidian) ABN 99 166 382 369, AR No. 001 268 955.

#### Purpose of this FSG

The purpose of this FSG is to help you make an informed decision about the services that VSC and Presidian offer and can provide to you. This FSG contains information about:

- VSC and the financial services it provides;
- how complaints are dealt with;
- how to contact VSC;
- how you can provide instructions in relation to your insurance policy;
- Presidian and the financial services it provides;
- how Presidian is remunerated in relation to those services;
- how Presidian respects your privacy; and
- how you can contact Presidian.

The Product Disclosure Statement sets out the relevant benefits and significant characteristics of the Warranty and is aimed at assisting you to compare and make informed choices about the insurance.

#### VSC and the financial services it provides

VSC is the issuer of this Warranty and is the insurer providing the cover under the Warranty.

VSC holds an Australian Financial Services Licence and is authorised to issue, vary and cancel general insurance products and provide financial product advice in relation to general insurance. In relation to your insurance VSC only provides general financial product advice.

Presidian acts for VSC when Presidian provides financial services on its behalf.

#### Complaint and Dispute Resolution

Should you have a concern relating to any area of your Warranty you may request that it be dealt with by the Presidian supervisor or manager directly responsible for that area. Presidian may be contacted on 1300 363 149. If your complaint is not resolved by the Presidian supervisor or manager, your complaint may then be referred by Presidian to our Internal Dispute Resolution Panel. You can contact our Internal Disputes Resolution Panel:

- by emailing us at [customerfeedback@assurant.com](mailto:customerfeedback@assurant.com) ; or
- by phone on 1300 654 611

We will respond to your complaint in writing provided we have all the necessary information. If you are not satisfied with the outcome, you may refer the matter to the external disputes' resolution body. The external disputes resolution body is the Australian Financial Complaints Authority (AFCA).

# Elite Performance Warranty

## Combined Product Disclosure Statement and Financial Services Guide

AFCA may be contacted:

- by phone on 1800 931 678 (free call)
- by post: GPO Box 3, Melbourne VIC 3001
- by emailing them at: [info@afca.org.au](mailto:info@afca.org.au)
- on the web: [www.afca.org.au](http://www.afca.org.au)

AFCA provides an independent and free service which will investigate your complaint and provide a ruling at no cost to you.

### How to contact VSC

If you would like to contact VSC, you can do so by:

Email [vscau@assurant.com](mailto:vscau@assurant.com)  
Phone 1300 654 665

### How You can provide instructions in relation to your Warranty

If you want to update your Warranty information or provide other instructions in relation to your Warranty, you can do by contacting Presidian (whose contact details are found under clause 12: Contact us) or call 1300 363 149.

### Presidian and the financial services it provides in relation to the Warranty

Presidian Management Services Pty Ltd (Presidian) ABN 99 166 382 369, AR No. 001 268 955 of PO Box 159, Traralgon, VIC 3844, Tel: 1300 363 149, Email: [enquiries@presidiangroup.com.au](mailto:enquiries@presidiangroup.com.au), is a corporate authorised representative of VSC, authorised to issue to you, vary or dispose of this cover, collect the premium and perform claims adjudication and administration functions. Certain individuals employed by Presidian have also been appointed as authorised representatives of VSC. The significance of this is that Presidian (and the individuals employed by Presidian who have been appointed as authorised representatives of VSC) act as VSC's agent, not for you, when they provide financial services to you.

### How Presidian is remunerated

Presidian receives a commission of up to 30% of the base premium whenever you enter into a Warranty arranged by Presidian.

The commission excludes GST and is a percentage of the base premium for your Warranty (i.e., premium excluding VSC's actual or estimated liability for stamp duty, GST or any other government charges, taxes, fees or levies). The commission is included as part of your premium.

Presidian may share part of this commission with their distribution partners who have referred you to them.

Presidian also receives a share of the profit made by VSC in relation to the Warranty, which is calculated and paid annually.

If you would like more information about the remuneration that Presidian receives, please contact VSC. This request should be made within a reasonable time after this document is provided to you and before this insurance is issued to you.

### How Presidian respects Your privacy

In order for Presidian to provide financial services to you it will need to collect certain personal information about you. Refer to clause 11 (Presidian and your privacy rights) in the PDS which details Presidian's Privacy Policy and how they deal with your personal information.

### How to contact Presidian

You can contact Presidian on 1300 363 149 or by email at [enquiries@presidiangroup.com.au](mailto:enquiries@presidiangroup.com.au)