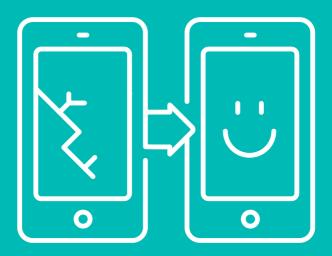
# Product Insurance

Accidents happen. Protect your new device from accidental damage, accidental loss or theft



### **Includes**

- Protection against knocks, drops, liquid spills, accidental loss & theft
- 12 months coverage

Combined Product Disclosure Statement and Financial Services Guide 🔿





## What this insurance covers



### **Accidental damage**

We will repair, replace or pay you the Cover Amount for your device for damage caused by accidental knocks, drops or liquid spills.



#### **Accidental loss or theft**

We will replace or pay you the Cover Amount for your device for accidental loss or theft that can be substantiated.



#### 12 months coverage

Product insurance on your new device for 12 months.



#### **Australia & New Zealand**

You will be covered throughout Australia and New Zealand,



#### **Technical assistance**

Toll free technical support for your device Mon-Fri 9am-5pm AEST.

#### **Eligible devices**

Cover for mobile phones, tablets, notebooks, portable audio/visual equipment, wegrable electronic devices, cameras and electronic readers.

# Follow these simple steps today



Insurance must be purchased at the same time, in the same transaction, as the new device

# **Coverage costs**

Device purchased	Device Purchase Price*	DevicEnsure Premium
Mobile Phones	\$250-500	\$78
	\$501-750	\$127
	\$751-1000	\$157
	\$1001-2500	\$177
Other Devices	\$250-500	\$39
	\$501-750	\$68
	\$751-1000	\$83
	\$1001-2500	\$113
	\$2501-3500	\$187

<sup>\*</sup> The Device Purchase Price you paid for your device is the Cover Amount under the policy.

When you make a claim, we will decide whether to repair, replace, or pay you the Cover Amount, less the applicable excess.

If the unexpected does happen, call 1800 814 099 to claim,

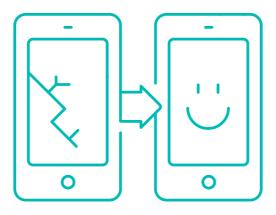
# **Applicable excess**

An excess is applicable for all claims.

Repair - All Devices	\$75 per claim
Replacements	
Mobile Phones (Purchase Price up to and incl \$500)	\$130 per claim
Mobile Phones (Purchase Price above \$500)	\$175 per claim
Other Devices (Purchase Price up to and incl \$2500)	\$100 per claim
Other Devices (Purchase Price above \$2500)	\$130 per claim

## **Product Insurance**

# Get insured now, it's easy!



Take this brochure to the counter to complete your purchase.

# For claims call 1800 814 099



#### **Terms & Conditions**

Cover is subject to standard underwriting guidelines and policy terms. Insurance Australia Limited ABN 11 000 016 722, AFSL 227681 (IAL) is the issuer of DevicEnsure. Officeworks Ltd ABN 36 004 763 526 is an authorised representative of IAL.

Please consider the DevicEnsure Combined Product Disclosure Statement and Financial Services Guide enclosed or available at https://www.officeworks.com.au/services/devicensure to decide whether this insurance is right for you.





Combined Product Disclosure Statement and Financial Services Guide

Welcome to DevicEnsure.

With all the detailed policy information you need to know in this booklet, rest assured we've got your device covered.

If there is anything we can help you with, please call us on 1800 814 099.

Kind regards, Your DevicEnsure Customer Service Team



Resulting in cracked screens, broken buttons.



Damage caused by dropping your device in water or spilling liquid.



If your device is stolen while on you or from a locked house or car.



For example, if you have left your device in a cab or at the airport.



Where your provider has been promptly notified.



Monday to Friday 9am to 5pm AEST.



To get your device working again or organise a replacement.



No matter where you are – outdoors, at home or in the car.

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#### PRODUCT DISCLOSURE STATEMENT

**SECTION 1: IMPORTANT INFORMATION** 

Insurance Australia Limited (IAL) ABN 11 000 016 722 AFSL 227681 is the preparer of this Product Disclosure Statement (PDS). This PDS was prepared on 1 May 2017.

IAL is the issuer of this Policy and is the insurer providing cover under this Policy.

#### **Purpose of this Product Disclosure Statement**

This PDS is designed to help You make an informed choice before deciding to buy this Policy. If You buy this Policy this document forms part of the agreement between Us.

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue You with a new PDS or Supplementary PDS to update the relevant information, except in limited cases where the updated information is not materially adverse from the point of view of a reasonable person considering whether to buy this product. We may issue You with notice of this information in other forms or keep an internal record of such changes (You can get a copy by sending an email to devicensure@iag.com.au).

Please note that any recommendations or opinions in this document are of a general nature only and do not take into account Your objectives, financial situation or needs.

#### **Eligibility**

This Policy only provides cover where the Insured's main place of residence is Australia.

#### **Cooling Off Period**

If You are not completely satisfied with the Policy You may cancel it by notifying Us in writing within 21 days of the commencement of the Policy Term. You will receive a refund of the paid amount, unless You have made or are entitled to make a claim under the Policy. You still have cancellation rights after this Cooling Off period which are set out in the 'Cancellation by You' section.

#### **General Insurance Code of Practice**

We are a signatory to the General Insurance Code of Practice developed by the Insurance Council of Australia. The Code is a self-regulatory code for general insurers in Australia. We embrace the objectives of the Code to raise standards of practice and service in the general insurance industry.

You can obtain a free copy of the General Insurance Code of Practice from www.codeofpractice.com.au.

#### **Financial Claims Scheme**

This Policy may be a 'protected 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.

#### **Privacy Information**

#### How IAL respects your privacy

This Privacy Statement applies to IAL, who are referred to as "We", "Us", "Our" throughout this statement. We are committed to protecting Your privacy in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

This Privacy Statement outlines how We collect, disclose and handle Your personal information (including sensitive information) as defined in the Privacy Act 1988 (Cth).

We need to collect certain personal information from You:

- to provide You with information about Our products and services;
- to issue, manage and administer the products and services We provide You (including managing claims You make);
- for Our quality, training and verification purposes; and
- make special offers of other products and services that might be of interest to You.

We may collect personal information from You in person, by telephone, email or in writing and through websites (from data You input directly or through cookies and other web analytic tools). If You do not provide Us Your personal information, We will not be able to provide You with Our products and services.

We may need to disclose Your personal information to others, including Our agents, distributors, service providers and Our related bodies corporate, some of whom may be located overseas (including in the United States, New Zealand and India). Our privacy policy describes how We handle and disclose Your personal information, how You can access the personal information We hold about You, how You can request that We correct any errors in that information, and how You may make a complaint if You feel that We have breached the Australian Privacy Principles in the Privacy Act 1988 (Cth). You can access Our privacy policy online at www.devicensure.com.au/privacy.

#### Ongoing things You need to tell Us

You must notify Us of changes after the Policy comes into force that may affect Your Policy including but not limited to notifying Us as soon as possible if:

- You change Your address:
- You change any other personal details (i.e. name); or
- there is any change to the Insured Appliance so that We can update the details including the IMEI number. This may occur for example: if the manufacturer or retailer, change over the Insured Appliance.

#### **SECTION 2 - POLICY TERMS AND CONDITIONS**

#### About this Insurance

#### **Summary of Cover**

This Policy is designed to provide cover for certain:

- Accidental Damage to:
- Accidental Loss of: and
- Theft of.

the Insured Appliance, which occurs anywhere in Australia or New Zealand during the Policy Term.

It also provides the following additional covers:

- unauthorised voice calls: and
- toll free telephone technical assistance.

Only the following types of appliances may be covered under the Policy:

- Mobile Phones
- **Tablets**
- **Notehooks**
- televisions
- portable audio/visual equipment
- wearable electronic devices
- cameras
- Electronic Readers.

We will determine whether to Repair, replace or pay You the Cover Amount in relation to the relevant covered loss or damage, less the relevant Excess.

The above is a summary only and You need to read the Policy to understand the full terms which apply to the cover.

#### **Accidental Damage Cover**

If the Insured Appliance suffers Accidental Damage during the Policy Term which occurs in Australia or New Zealand, We will at Our option Repair or replace the Insured Appliance or pay the Cover Amount, subject to the applicable Excess and other Policy terms.

If the Insured Appliance is Repaired, that Repair may be carried out using new or used parts. Any replacement parts will have the same functionality as the original parts.

Under the Accidental Damage cover, there are different settlement options We may choose at Our sole discretion (subject to and in accordance with the Policy terms):

Our decision options	We decide to Repair the Insured Appliance	The Insured Appliance is a Deemed Total Loss and We decide not to Repair the Insured Appliance	The Insured Appliance is an Actual Total Loss
The Settlement	We will Repair the Insured Appliance subject to the applicable Excess being paid.	We will either provide You with a Replacement Appliance or pay You the Cover Amount less the applicable Excess.	We will either provide You with a Replacement Appliance or pay You the Cover Amount less the applicable Excess.
Applicable Excess	Repair Excess	Repair Excess	Replacement Excess
Will the cover under the Policy continue?	Yes	Yes, if We provide You with a Replacement Appliance. No, if We pay You the Cover Amount.	No

#### **Accidental Loss Cover**

If an event arises, resulting in Accidental Loss within Australia or New Zealand to the Insured Appliance during the Policy Term, We will at Our option provide a Replacement Appliance, or pay the Cover Amount, subject to the applicable Excess and other Policy terms. If We provide a Replacement Appliance or pay the Cover Amount for Accidental Loss, the cover under the Policy ends.

#### Theft Protection Cover

If the Insured Appliance is the subject of a Theft during the Policy Term from:

- Your person or Your personal belongings, while in Your possession within Australia or New Zealand; or
- A secured building or a locked and fully enclosed vehicle or marine craft, within Australia or New Zealand and there is evidence of Violent and Forcible Entry during the Theft.

We will at Our option provide a Replacement Appliance or pay the Cover Amount, subject to the applicable Excess and Policy terms.

If We provide a Replacement Appliance or pay the Cover Amount for Theft, the cover under the Policy ends.

#### Replacement

If We elect to replace the Insured Appliance with a Replacement Appliance, it will be an identical appliance or, if an identical appliance is not available, an appliance with equivalent specifications to the Insured Appliance. The cost of replacement will not exceed the Original Purchase Price of the Insured Appliance. The Replacement Appliance We supply may have a lower selling price than the Insured Appliance. What will constitute a Replacement Appliance will be determined by Us at Our sole discretion based on a current item with equivalent specifications.

What constitutes a Replacement Appliance is not limited to the manufacturer's brand of the original Insured Appliance. We will take account of availability and changes in technology in determining what a Replacement Appliance is.

See the table under the Accidental Damage Cover above which describes when the cover under the Policy may continue in relation to the Replacement Appliance provided to You.

If We agree to replace the Insured Appliance We will authorise Our authorised repair/replacement agent to contact You within 3 business days to arrange a Replacement Appliance.

If We replace the Insured Appliance then the Insured Appliance so replaced will become Our property.

If a Replacement Appliance is provided to You as a settlement under the Accidental Loss Cover or Theft Protection Cover, the cover under the Policy will end when the Replacement Appliance is provided to You.

#### **Guaranteed Repair Period**

If We agree to Repair the Insured Appliance, We aim to have the Repair completed within the Guaranteed Repair Period listed below.

If You send the Insured Appliance to one of Our authorised repair/replacement agents and We accept it as a valid claim. and decide to Repair it, but it is not able to be Repaired and dispatched to You within the Guaranteed Repair Period set out below, We will offer to replace the Insured Appliance or pay You the Cover Amount.

#### The Guaranteed Repair Period:

- begins when Our repairer takes possession of the Insured Appliance to be Repaired; and
- ends:
  - in relation to Mobile Phones 3 business days after a) the repairer takes possession of it; or
  - b) in relation to Tablets, Notebooks and Electronic Readers, 7 business days after the repairer takes possession of it; or
  - in relation to televisions, portable audio/visual C) equipment, cameras and wearable electronic devices, 14 business days after the repairer takes possession of it.

#### Option to replace or pay the Cover Amount

If We determine that the claim is valid and decide to Repair the Insured Appliance, We may at any time thereafter decide instead of Repairing, to replace the Insured Appliance or pay the Cover Amount.

#### Unauthorised Calls

Subject to the following and the other terms of the Policy, if the Insured Appliance is a Mobile Phone. We will cover You for any unauthorised voice calls made on the Insured Appliance following a covered Theft or Accidental Loss occurring during the Policy Term up to a limit of \$1,000 (including GST).

Cover will be provided for unauthorised voice calls made during a 24 hour period immediately prior to notifying Your voice services carrier of the Theft or Accidental Loss of the Mobile Phone provided You notify Your voice services carrier of the Theft or Accidental Loss of the Mobile Phone as soon as possible after the Theft or Accidental Loss of the Mobile Phone. When You contact the voice services carrier. You must request that the voice service be suspended and blocked for the covered Mobile Phone (which includes requesting the voice service carrier to block and suspend the Mobile Phone's IMEI and the SIM card).

#### We will not cover You for:

- any unauthorised calls made using software applications on the Mobile Phone (for example, voice calls made through Skype);
- any software applications or services purchased on the Mobile Phone: or
- any data usages.

We will not pay You for this cover unless the applicable Excess has been first paid.

#### **Toll Free Telephone Technical Assistance**

We will provide You with advice on technical problems in relation to the Insured Appliance during normal business hours (Monday to Friday 9am - 5pm AEST) during the Policy Term. You can access this benefit by telephoning Our Toll Free number in Australia: 1800 008 104. For a Mobile Phone, a Notebook and a Tablet, this technical support is limited to advice in relation to technical problems with hardware or the software supplied with the Insured Appliance when it was purchased.

We will outsource this technical advice service to suitably qualified technicians according to the type of Insured Appliance. The advice You receive will be based on the latest technical knowledge available at the time, but will not include the engagement of other parties to carry out any work or conduct further testing.

#### **Policy Term**

Cover will commence on the date You purchase the Policy. Your cover will end when any of the following occurs:

- the Policy is cancelled (see section 'Cancellation' in this Policy);
- the Policy Term expires; or
- the Policy otherwise ends in accordance with the Policy terms or relevant law.

#### Cost of this Insurance

The premium payable for the Policy will be shown on Your Policy Schedule. When calculating the premium, the following factors, amongst others, are taken into consideration:

- the Policy Term selected; and
- the Original Purchase Price of the Insured Appliance.

Your premium also includes amounts that take into account Our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. GST) in relation to Your Policy. These amounts are included in Your Policy Schedule as part of the total premium.

#### **Excess**

Repair Excess	\$75 per claim		
Replacement Excess	Mobile Phones with a Original Purchase Price up to and including \$500	\$130 per claim	
	Mobile Phones with a Original Purchase Price above \$500	\$175 per claim	
	Insured Appliances (other than Mobile Phones) with a Original Purchase Price up to and including \$2500	\$100 per claim	
	Insured Appliances (other than Mobile Phones) with a Original Purchase Price above \$2500	\$130 per claim	

Your Excess must be paid at the time We, or the authorised repair/replacement agent request it.

In relation to a claim for Accidental Damage Cover, see the table in the Accidental Damage Cover section that explains the applicable Excess.

If You make a claim under the Theft Protection Cover or Accidental Loss Cover, the replacement Excess will apply.

In the event We decide to pay the Cover Amount, We will deduct the replacement Excess from any claim payment to You.

#### Cancellation by You

You may cancel this Policy at any time by advising Us in writing:

- by emailing Us at: devicensure@iag.com.au
- by mail to:

**DevicEnsure GPO Box 1465.** Brisbane Queensland 4001.

We will respond to You within 7 days of receiving Your request.

If the Policy is cancelled after the Cooling Off Period We will retain the proportionate premium for the time during which cover has been provided and We will not refund Your premium if You have already made a claim on the Policy. All refunds for cancellations are calculated for the unexpired portion of the Policy on a pro-rata basis. We will retain any tax and duties We cannot recover from the refund amount and We may also deduct any reasonable administrative costs for the cancellation.

#### Cancellation by Us

We may cancel this Policy only for the reasons permitted by the Insurance Contracts Act 1984 (Cth). If so permitted to cancel the Policy We will do so by giving You notice in writing in accordance with the Insurance Contracts Act 1984 (Cth).

#### General Exclusions

The General Exclusions below set out what is not covered under this Policy.

We will not pay for any loss, damage or liability arising directly or indirectly from or in any way connected with any of the following:

- You have not taken reasonable care to prevent Theft, Accidental Loss or Accidental Damage of the Insured Appliance;
- You have left the Insured Appliance Unattended or unsecured in or out of Your direct sight in any public location, or where the Insured Appliance is in a place where the public has access including but not limited to workplace environments:
- The loss or damage to the Insured Appliance is a result of wear and tear, or gradual deterioration or arises as a result of its ordinary use or operation;
- You have the right to claim for the Theft, Accidental Loss or Accidental Damage from a manufacturer, supplier (including Your rights under the Australian Consumer Law in the Competition and Consumer Act 2010 (Cth));
- Your claim is fraudulent or You cannot reasonably prove the loss:
- The Accidental Damage results from any electronic virus or relates to software malfunction;
- Your Mobile Phone if it does not contain your SIM card relating to Your Nominated Contracted Mobile Number at the time of the Accidental Loss or Theft;
- The Theft of an Insured Appliance which does not result from clear evidence of Violent and Forcible Entry into either a premises or a fully enclosed motor vehicle or marine craft:
- The Insured Appliance is stolen from an Unattended motor vehicle or marine craft, except where:
  - a) Your Insured Appliance is placed out of sight in a glove compartment or locked boot/trunk and the vehicle or marine craft is securely locked and all security systems are activated; and

- b) there is clear evidence of Violent and Forcible Entry manifested by damage to the fully enclosed motor vehicle or marine craft:
- The cause of the disappearance of the Insured Appliance cannot be established by You;
- The Theft or Accidental Damage or Accidental Loss to the Insured Appliance is occasioned by or through or in consequence directly or indirectly of any of the following occurrences, namely:
  - war, invasion, act of foreign enemy, hostilities or war-like operations (whether war be declared or not). civil war:
  - b) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power;
  - confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority:
- Lawful seizure, including repossession;
- Product repairs that are covered by a manufacturer, or other maintenance agreement or are a result of recall, regardless of the manufacturer's ability to pay for such repairs:
- Cosmetic damage which does not affect or impact on the operation of the Insured Appliance;
- Accidental Loss or Accidental Damage due to insects. animals, exposure to weather conditions, extreme temperature, sand or dirt;
- Consequential loss of any nature or type whatsoever;
- Damage resulting from abuse, misuse, or introduction of foreign objects into the Insured Appliance, modifications or alterations to the Insured Appliance or failure to follow the manufacturer's instructions;
- Mechanical or electrical breakdown of any kind;
- Loss of or damage to or corruption of data of any type whatsoever, including during any Repair process\*;

- Loss of or damage to software where there is no damage to the Insured Appliance:
- Theft, Accidental Loss or Accidental Damage that occurs outside of Australia or New Zealand:
- Cost of installation, set-up, diagnostic charges, removal or reinstallation of the Insured Appliance;
- Costs associated with any damage that occurs during transportation, installation, uninstalling, dismantling or re-installation of an Insured Appliance;
- Incomplete or improper installation of any Insured Appliance:
- Failures due to incorrect electrical supply or improper use of an electrical source:
- Any repairs that were not authorised by Us, or were not carried out by one of Our authorised repair/replacement agents;
- Arising directly or indirectly out of:
  - a) the corruption, destruction or alteration of or damage to data, coding programme or software; or
  - b) the unavailability of data or reduction in the functionality, availability or operation of hardware. software or embedded chips: or
  - c) any business interruption losses resulting therefrom;
- Legal liability of whatever nature and however arising;
- The intellectual or sentimental value of an Insured Appliance;
- A claim arising outside the Policy Term; or
- An Act of Terrorism or any action in controlling, preventing, suppressing, retaliating against or responding to any Act of Terrorism.

\*Please note that where the Insured Appliance is capable of retaining user-generated data, the Repair of the Insured Appliance under this contract may result in loss of data. We recommend You back-up Your data regularly. User generated data includes for example, files, telephone numbers, songs, apps or games on mobile technology devices.

#### **CLAIMS**

Having Your property stolen or damaged is stressful. Our claims team is there to support You by guiding You through the claims process. If You do the following things We will be able to handle Your claim as quickly as possible.

#### Lodging a Claim

To lodge a claim, please contact Us:

Phone 1800 814 099

#### THE CLAIMS PROCESS

#### What You Need to Do

#### **All Claims**

For all claims You must:

- Take all reasonable precautions to prevent further loss and/or damage to the Insured Appliance;
- Lodge Your claim within 5 business days of the incident occurring, unless we agree otherwise; and

If Your claim is accepted under the Policy, You will be required to pay the Excess applicable as outlined in this PDS.

#### **Accidental Loss**

For all claims for Accidental Loss You must:

- Provide a Statutory Declaration (preferably signed and witnessed by a member of the Police Force) detailing the circumstances which led to the cause of the Accidental Loss. A Statutory Declaration form can be found on Our website at http://www.devicensure.com.au/sites/ devicensure/files/statutorydeclaration.pdf and;
- If the Insured Appliance is a Mobile Phone or a Tablet, contact Your voice and data telecommunications carrier as soon as possible to suspend the service and limit unauthorised usage (which includes requesting the carrier to suspend the use of Your SIM card which was used by the covered Mobile Phone or Tablet, and to block the IMEI number). You must provide Us with confirmation that Your SIM card has been suspended and the IMEI number has been blocked. We may refuse to pay Your claim if You do not provide this confirmation.

#### Theft

For all claims for Theft You must:

- Lodge a police report and provide Us with the reference number. We may also require further proof of loss such as photographs and receipts.
- If the Insured Appliance is a Mobile Phone or a Tablet, contact Your voice and data telecommunications carrier as soon as possible to suspend the service and limit unauthorised usage (which includes requesting the carrier to suspend the use of Your SIM card which was used by the covered Mobile Phone or Tablet, and to block the IMEI number). You must provide Us with confirmation that Your SIM card has been suspended and the IMEI number has been blocked. We may refuse to pay Your claim if You do not provide this confirmation.

#### **Accidental Damage**

For all claims for Accidental Damage:

- Upon notification of a claim being lodged, You must give Us an opportunity to assess and inspect the loss or damage to the Insured Appliance before We determine if it is a valid claim.
- Subject to the following, We will provide You with the packaging to send the Insured Appliance to Our nearest authorised repair/replacement agent to have the damage assessed:
  - a) it is Your responsibility to take the damaged Insured Appliance to a Post Office if requested by Us; and
  - b) where the Insured Appliance weighs in excess of 7kgs We will arrange for the collection and delivery of the Insured Appliance to Our nearest authorised repair/replacement agent. This collection service is limited to a 50 km radius from the centre of the nearest metropolitan or major regional township in Australia. If the Insured Appliance is located outside of this radius, You must arrange for the Insured Appliance to be transported to the authorised repair/ replacement agent in the nearest metropolitan or major regional township.

- By sending the Insured Appliance to Our nearest authorised repair/replacement agent You agree that We may require the repair/replacement agent to dismantle it or authorise Us to dismantle it, so We can assess the claim and/or decide if it is valid. We may refuse to assess or pay the claim if You do not agree to this.
- If We determine that the claimed damage is covered, We will settle the claim in accordance with the terms and conditions of the Policy (including the Excess).

If We pay You the Cover Amount, this Policy comes to an end and no refund of premium is due.

#### Claims examples

The following examples are designed to illustrate how a claim payment might typically be calculated and what amount You may be required to pay. The examples are for guidance purpose only and do not cover all scenarios or benefits and do not form part of the Policy terms and conditions.

#### Claim Example 1:

Your Insured Appliance, a Mobile Phone with an Original Purchase Price of \$725, was Accidentally Damaged when it was dropped and it won't turn on anymore.

Because Our authorised repair/replacement agent is not able to repair Your Mobile Phone, it is a Deemed Total Loss. We will arrange for a Replacement Appliance to be sent to You. You will be required to pay the Repair Excess of \$75 to our authorised repair/replacement agent.

#### Claims Example 2:

Your Insured Appliance, a Notebook with an Original Purchase Price of \$1800, was Accidentally Damaged when a heavy bag placed on top of it cracked the screen.

The cost for our authorised repair/replacement agent to Repair Your Notebook is \$800, which We will arrange. You will be required to pay the Repair Excess of \$75 to our authorised repair/replacement agent.

#### Claims Example 3:

Your Insured Appliance, a Tablet with an Original Purchase Price of \$1000, has been stolen. We will arrange for Our authorised repair/replacement agent to send You a Replacement Appliance.

You will be required to pay the replacement Excess of \$100 to Our authorised repair/replacement agent.

#### Jurisdiction and choice of law

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

#### **Goods and Services Tax**

All the benefits listed in this Policy include GST. Any claim settlements will include GST. However the amount We are liable to pay will be reduced by any input tax credit You are entitled to (if You are entitled to an input tax credit, You must tell Us the extent of Your entitlement).

#### Other insurance

If any damage or loss covered under Your Policy is covered under another insurance policy, You must give Us details of such insurance.

Where You would be covered under Your Policy for the relevant damage or loss but another policy under which You are the contracting insured also covers (all or part of) the relevant damage or loss, You can choose which policy(ies) to claim under.

#### Subrogation

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

#### FINANCIAL SERVICES GUIDE

This Financial Services Guide (FSG) was prepared by Insurance Australia Limited (IAL) ABN 11 000 016 722 AFSL 227681 of 388 George Street Sydney NSW 2000 on 1 May 2017. IAL has authorised the distribution of this FSG by Officeworks Ltd (ABN 36 004 763 526) (Officeworks).

#### Purpose of this FSG

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

- IAL and the financial services it provides;
- how complaints are dealt with;
- how to contact IAL:
- how You can provide instructions in relation to Your DevicEnsure insurance Policy;
- Officeworks and the financial services it provides;
- how Officeworks is remunerated in relation to those services:
- how Officeworks respects Your privacy; and
- how You can contact Officeworks.

The Product Disclosure Statement in Part A of this Combined Product Disclosure Statement and Financial Services Guide sets out the relevant benefits and significant characteristics of DevicEnsure insurance and is aimed at assisting You to compare and make informed choices about DevicEnsure insurance.

#### IAL and the financial services it provides

IAL is the issuer of this Policy and is the insurer providing the cover under the Policy.

IAL 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 IAL only provides general product advice.

Officeworks acts for IAL when Officeworks provides financial services on its behalf.

#### **Complaint and Dispute Resolution**

If You have a complaint You may access IAL's internal dispute resolution (IDR) process by contacting IAL and requesting the person who made the decision creating the complaint to review the matter. The person contacted has 1 business day to resolve Your complaint and if he or she cannot do so must refer the complaint to a Claims Specialist. The Claims Specialist has a further 5 business days to resolve the matter. If the Claims Specialist cannot resolve the matter You may ask him or her to refer it to an IDR Officer who then has 15 business days to make a decision.

If You are dissatisfied with IAL's IDR decision You may refer Your dispute to the Financial Ombudsman Service Australia (FOS). The FOS provides a free and independent dispute resolution service for consumers who have general insurance disputes that are covered by its Terms of Reference. If You wish Your dispute to be heard by the FOS, You must refer Your dispute to the FOS within the earlier of 2 years from the date of receiving IAL's final IDR decision, or 6 years from the date You became aware (or should reasonably have become aware) that You have suffered a loss. You may refer the matter to the FOS by contacting them at:

Financial Ombudsman Service Australia (FOS) GPO Box 3

Melbourne Victoria 3001 Tel: 1800 367 287 Email: info@fos.org.au

Website: www.fos.org.au

#### How to contact IAL

If You would like to contact IAL or confirm any transaction, You can do so by:

Email devicensure@iag.com.au

Phone 1800 814 099

#### How You can provide instructions in relation to **Your Policy**

If You want to update Your Policy information or provide other instructions in relation to Your Policy to IAL, You can do so by contacting IAL.

#### Officeworks and the financial services it provides

Officeworks Ltd (ABN 36 004 763 526, Authorised Representative Number: 269258) of Virginia Park. 1 South Drive, 236-262 East Boundary Road, East Bentleigh, VIC 3165 (Officeworks), is a corporate authorised representative of IAL that is authorised to arrange for the issue of DevicEnsure insurance on behalf of IAL. Certain individuals employed by Officeworks have also been appointed as authorised representatives of IAL. The significance of this is that Officeworks (and the individuals employed by Officeworks who have been appointed as authorised representatives of IAL) act as IAL's agent, not for You, when they provide financial services to You.

#### How Officeworks is remunerated

Officeworks receives a commission of 20% of the base premium whenever You enter into a Policy arranged by Officeworks (including some variations which increase the premium payable).

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

If You would like more information about the remuneration that Officeworks receives, please contact IAL. 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 Officeworks respects Your privacy

In order for Officeworks to provide financial services to You it will need to collect certain personal information about You. If You do not provide the personal information requested by Officeworks, it may not be able to provide financial services to You. Officeworks will disclose the personal information collected about You to IAL for the purpose of providing financial services to You. Officeworks may also use the personal information collected about You for marketing purposes (including direct marketing activities). For further information about Officeworks' practices in relation to personal information, please refer to its privacy policy, which is available from the Officeworks website (www.officeworks.com.au).

#### How to contact Officeworks

You can contact Officeworks:

- using the online "Contact Us" section at www.officeworks.com.au: or
- by phone on 1300 633 423.

#### What Our Words Mean

In this Policy the singular includes the plural unless the context otherwise requires.

Some words have a special meaning in this Policy and have been capitalised. These words are listed below. In some cases, certain words may be given a special meaning when used in other documents making up the Policy.

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

**Accidental Damage:** means unintentional damage to the Insured Appliance that is not expected or planned by You, but does not include Accidental Loss or Theft.

**Accidental Loss:** means an event which results in loss of the Insured Appliance which was unintended and could not have been foreseen by You, but does not include Accidental Damage or Theft.

Act of Terrorism: includes any act, or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- a) involves violence against 1 or more persons; or
- b) involves damage to property; or
- endangers life other than that of the person committing the action; or
- d) creates a risk to health or safety of the public or a section of the public; or
- is designed to interfere with or to disrupt an electronic system.

**Actual Total Loss:** means when the Repair costs of the Insured Appliance will exceed the Cover Amount.

**Cover Amount:** means the maximum amount You are covered for an Insured Appliance per claim. The Cover Amount is the amount shown on the Policy Schedule.

Deemed Total Loss: means when the Repair costs of the Insured Appliance will not exceed the Cover Amount but We decide it is uneconomical or impractical for Us to Repair the Insured Appliance.

**Excess:** means the amount You have to pay in accordance with the Policy terms each time You make a claim for each Insured Appliance.

Electronic Reader: means an electronic device with a display to enable the reading of electronic books.

Guaranteed Repair Period: has the meaning given in the Guaranteed Repair Period section.

**IMEI number:** means the International Mobile Equipment Identity, a unique 15-digit number assigned to all cellular devices.

**Insured:** means the person who purchases this Policy and who is specified on the Policy Schedule.

**Insured Appliance:** means the Tablet, Notebook, camera, portable audio/visual equipment, wearable electronic devices, television, Mobile Phone or Electronic Reader listed in Your Policy Schedule as insured.

Mobile Phone: means the mobile telephone handset and battery charger, but not the SIM card, any other accessories or software.

Nominated Contracted Mobile Number: means the mobile number You register with Us upon the purchase of the Policy or by calling Us if there is any change to the mobile number.

Notebook: means a wireless portable personal computer with a flat-panel screen comprising the notebook hardware and battery charger but not a Tablet.

Original Purchase Price: means the purchase price of Your Insured Appliance specified on Your Officeworks tax invoice, inclusive of GST, but does not include any additional accessories or sundries.

Policy: means this DevicEnsure combined PDS and FSG, the Policy Schedule and any other documents that We tell You forms part of Our agreement with You.

Policy Schedule: means the most current document of that name that describes the individual details of Your Policy.

Policy Term: means the number of years of cover that You have purchased, being either 1 or 2 years duration unless the Policy otherwise ends.

Repair: means the restoration of the Insured Appliance to its condition prior to the covered Accidental Damage. Repair may be effected using new or used parts. Any replaced parts used will have the same functionality as the original parts.

Replacement Appliance: means an appliance that We supply to You from the manufacturer or retailer. It may include changeover appliances that have been re-manufactured or refurbished under a recognised changeover program.

Retailer's Tax Invoice: means the original purchase invoice from Officeworks for the Insured Appliance.

**Tablet:** means a wireless, portable personal computer with a touch screen interface comprising the Tablet hardware and battery charger. In interpreting this definition a Tablet is to be considered as typically smaller than a Notebook but larger than a smart Mobile Phone.

**Theft:** means the dishonest appropriation without lawful excuse of the Insured Appliance by someone other than You, where that other person intended to permanently deprive You of that Insured Appliance.

**Unattended:** means in relation to the Insured Appliance that You were not attending to it, or accompanying it, or looking after it or watched over it or at a distance from it such that You are unable to prevent it being taken.

Violent and Forcible Entry: means evidence of visible damage at the point of entry to a building or vehicle.

We, Us, Our: means Insurance Australia Limited (IAL) ABN 11 000 016 722 AFSL 227681 of 388 George Street Sydney NSW 2000 who is the insurer providing cover under Your Policy.

You or Your: means the person named on the Policy Schedule as the Insured.

