

- they are assisting Us with or are involved in our business (for example, claims assessors, investigators, lawyers, risk assessors, reinsurers, agents, telephone networks, sales associates, market research organisations or business alliance partners)
- a lawful exception applies (for example, if we believe disclosure is reasonably necessary to lessen or prevent a serious and imminent threat to a person's life, health or safety)
- You consent to Us doing so.

From time to time We may use information provided by You to market our other products and services to You. We will do this until you advise us directly that You wish to opt out. To do this, You can tell us when We call or simply contact us and opt out.

You have the right to seek access to Your personal information and to require Us to correct it if the information we hold is inaccurate, incomplete or not up-to-date. For further information about how We collect, use, disclose and keep Your personal information secure and how we make it available for access by You, contact Us.

Dispute Resolution

If You are dissatisfied with Our, the Retailer's or Risk Insure's services – Call Risk Insure on 1300 720 082.

If they are unable to resolve the matter for You, they will refer the matter to Risk Insure's Claims management.

Internal dispute resolution

If the matter cannot be resolved through Risk Insure's management, You can put Your concern in writing to Risk Insure's Customer Relations Department, PO Box 7087 Hutt Street, Adelaide SA 5000.

External Dispute Resolution

You may refer the matter to the Financial Ombudsman Service (FOS) subject to its terms of reference, which acts as Our external dispute resolution provider. FOS is an independent body and its service is free to You.

FOS can be contacted on:

Free call: 1300 78 08 08

Post: GPO Box 3, Melbourne, Victoria 3001

Website: www.fos.org.au

Email address: info@fos.org.au

Financial claims scheme and compensation arrangements

Hollard are an insurance company authorised under the Insurance Act 1973 (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act. The Insurance Act contains prudential standards and practices designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

Because of this:

- the protection provided under the Financial Claims Scheme legislation applies in relation to Us and the policy. If We were to fail and were unable to meet Our obligations under the policy, a person entitled to claim under insurance cover under the policy may be entitled to payment under the Financial Claims Scheme (access to the Scheme is subject to eligibility criteria). Information about the Financial Claims Scheme can be obtained from the APRA website at <http://www.apra.gov.au> and the APRA hotline on 1300 13 10 60; and

- We are exempted by the Corporations Act 2001 from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of that Act. We have compensation arrangements in place that are in accordance with the Insurance Act.

The General Insurance Code of Practice

Hollard are members of the Insurance Council of Australia and are also a signatory to the General Insurance Code of Practice. The objectives of the Code are to:

- Promote better, more informed relations between insurers and their customers;
- Improve consumer confidence in the general insurance industry;
- Provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- Commit insurers and the professionals they rely upon to higher standards of customer service.

You can obtain a copy of the Code from the Insurance Council of Australia website insurancecouncil.com.au

Any more information required?

If You have any queries, want further information about this insurance or want to confirm a transaction, please contact Risk Insure on 1300 720 082.

Updating the PDS

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue a new PDS or supplementary PDS or other compliant document to update the relevant information except in limited circumstances. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue You with notice of this information in other forms or keep an internal record of such changes. A paper copy of any updated information can be provided without charge, on request by contacting Risk Insure on 1300 720 082

FINANCIAL SERVICES GUIDE

This Financial Services Guide (FSG) describes the insurance services offered by Risk Insure Pty Ltd and its associates. It also covers the charges for those services, Your rights as a client and how any complaints You may have will be dealt with.

About us

Risk Insure is an Australian Financial Services Licensee which is authorised to advise on and deal in general insurance, including mobile phone insurance. Risk Insure has a binder agreement with The Hollard Insurance Company Pty Ltd (Hollard), which enables Risk Insure to issue, vary and dispose and handle and settle claims under, this insurance as an agent for Hollard. Risk Insure does not act for You. See PDS section for Hollard's details.

Risk Insure has appointed the Retailer as its distributor pursuant to ASIC Class Order [CO 05/1070] General insurance distributors. As Risk Insure's distributor the Retailer is authorised to deal in this insurance.

Risk Insure's Services

Risk Insure can give You information and general advice on this insurance. Risk Insure only provides general advice on this insurance and does not provide any personal advice on whether it is appropriate for Your particular needs, circumstances and objectives. You should read and understand the PDS to ensure the insurance meets Your needs.

The Retailer's services

The Retailer is authorised by Risk Insure to deal in this insurance product on its behalf (not Yours). The Retailer is not authorised to provide any financial product advice on this insurance product.

How are we and our associates paid?

If you buy this insurance the premium You pay is distributed between Us and our associates in the following ways:

- Sometimes bonuses and incentives are payable to the sales representatives
- Risk Insure receives a 5% commission for arranging this insurance, and also receives a share of any profit or bears a share of any loss which arises from the mobile phone insurance sold after payment of all related claims and agreed expenses incurred by both Risk Insure and Hollard.
- An administration fee of up to \$40 is paid for each sale to the Retailer (which it may share with its associates).

If you want more details ask Risk Insure.

Dispute resolution

For information on the Retailer's and Risk Insure's internal and external dispute resolution see "Dispute Resolution" in the PDS section.

Compensation arrangements

As required by the Corporations Act 2001 (Cth), Risk Insure has its own insurance protection to further protect Your interests. This insurance covers Risk Insure for claims against their current and former representatives, including the Retailer. Full details of Risk Insure can be found on www.riskinsure.com.au or We will provide details to You upon Your written request.

How We use Your personal information?

See the PDS section for details of Our privacy policy.

Contact us

Risk Insure Pty Ltd

ABN: 23 090 918 399

AFS Lic No: 230163

T: 1300 720 082

PO Box 7087, Hutt Street

Adelaide SA 5000

This FSG is version 1 and was prepared on 1st September 2012 and its distribution has been authorised by Risk Insure.

Phone or Tablet Insurance

This insurance is only for new Mobile Phones or Tablets up to \$1,000 RRP purchased within 30 days prior to the date of purchase of the insurance. Cover limit is \$1,000 RRP less the Excess. Make sure the cover limits are right for your needs.



Theft



Lost



Break



Accidental Damage

2 year plan for \$199.95

For handset or tablet up to \$1,000 RRP

phone
INSURE

Call 1300 720 082
www.phoneinsure.com.au

PHONE INSURE - MOBILE PHONE OR TABLET INSURANCE 2 YEAR POLICY

Combined Financial Services Guide and Product Disclosure Statement

Read this document carefully and make sure You understand the insurance provided and what You need to do. If you have any queries call RISK INSURE.

Product Disclosure Statement

This section tells You about this Mobile Phone or Tablet PC Insurance so You may make an informed decision about whether or not to purchase it.

The information in this document is of a general nature and has not been prepared taking into account Your particular needs, circumstances and objectives. You should read and understand this document to ensure that this insurance meets Your needs. This insurance is not compulsory and can be arranged with any insurer of Your choice.

Note that this insurance only:

- covers a Mobile Phone or Tablet PC that is not more than \$1000 recommended retail price (RRP) and which was purchased brand new within 30 days prior to purchase of this insurance.

- provides cover up to a value of \$1000 RRP less the policy excess. You need to make sure the level of cover is sufficient for Your needs. If the cover amount does not cover Your full loss You will have to bear the remainder Yourself; and

- provides cover for 24 months unless terminated earlier in accordance with the terms of the Insurance Contracts Act 1984 and is not renewable.

This insurance policy is only available for Permanent Australian Residents and Citizens only, please ensure you match this criteria before purchasing this policy.

This document was prepared on 1st September 2012 and is version 1.

About RISK INSURE, Hollard and the Retailer

The insurer of this insurance is The Hollard Insurance Company Pty Ltd (Hollard), ABN 78 090584473, AFSL 241436 ("Hollard") of Level 38, 2 Park Street, Sydney NSW 2000. Hollard issues the insurance through RISK INSURE Pty Ltd ABN 23 090 918 399 ("RISK INSURE") AFSL 230163, of 452 Pulteney Street, Adelaide SA 5000, which acts as its agent (not yours) under a binder agreement

The binder agreement allows RISK INSURE to enter into, vary, cancel, administer and handle and settle claims in relation to this insurance for Hollard.

The Retailer that displays this document and issues a purchase receipt on payment of the required relation to this insurance. If you have any questions contact RISK INSURE which is authorised to premium is not authorised to provide any advice or deal in or provide any financial services in provide financial services. See the Financial Services Guide (FSG) section of this document for more details.

Hollard is liable for the obligations imposed on it under this document. Risk Insure is liable for breaches of Chapter 7 of the Corporations Act 2001 (Cth) in relation to the financial services provided by it and/or the Retailer.

Cooling Off Period

You have a 14 day cooling off period from the date of inception of this policy in which to cancel this insurance and get a full refund, unless You have made or are entitled to make a claim under the policy.

Canceling Your Policy

How You may cancel this Policy

You may cancel this policy at any time by contacting us on 1300 720 082.

The Premium refunded

We will refund to You a proportion of the premium for the remaining period of insurance less the \$20.00 administration fee.

How we may cancel this Policy

We may cancel this policy in any of the circumstances permitted by law by informing You in writing. We will send this notice to Your address last known to us.

Contacting Risk Insure

Call 1300 720 082 to speak to someone at RISK INSURE.

YOUR COVER

The following sets out the cover provided if you enter into the insurance contract with us as specified above. You need to read the:

- Definitions section for details of what We mean by certain terms;
- Coverage section which sets out what We do and do not cover;
- General exclusions section which sets out other exclusions;
- Conditions and Claim Procedures section which sets out Your and Our obligations.

If you do not meet Your obligations we may refuse to pay or reduce any claim to the extents permitted by law and/or cancel Your insurance.

1. Definitions

"**Excess**" means the amount You must pay to Us in respect of each claim. The excess is \$200 if your Mobile Phone or Tablet PC is replaced:

- ** if repaired the Excess will be \$75.
- ** if Your Apple iPhone or iPad is damaged and replaced via Apple Care, the excess will be \$75.

"**Mobile Phone**" means the mobile phone hardware comprising the handset and battery but not the SIM card or software and which;

- was brand new and not more than \$1000 recommended retail price when purchased by You;

"**Tablet PC**" means a wireless, portable personal computer with a touch screen interface comprising the tablet hardware and battery charger. NB: The tablet form factor is typically smaller than a notebook computer but larger than a smart phone example iPad or Samsung Galaxy Tab

- was brand new and not more than \$1,000 recommended retail price when purchased by You;

"**Nominated Contracted Mobile Number**" means the mobile number you register with us upon activation of insurance.

"**Period of Insurance**" 24 months starting from the date of issue of Your Tax Invoice.

"**Permanent Australian Resident or Citizen**" means a person that is allowed to reside indefinitely within Australia.

"**Tax Invoice**" means the invoice generated after You have completed payment for the full insurance premium.

"**Service Provider**" means the telecommunication network with which You make Your Mobile Phone calls or data use from.

"**Unattended**" means without attendance, not accompanied, not cared for or ministered to, not watched over.

"**We**" "**Our**" "**Us**" means The Hollard Insurance Company Pty Ltd through its agent

RISK INSURE Pty Ltd.

"**You**" "**Your**" means the person or organisation who owns the Mobile Phone or Tablet PC and is insured under this insurance.

2. Coverage

- In the event that the Mobile Phone or Tablet PC is physically damaged, lost or stolen anywhere in Australia during the Period of Insurance, We will at Our option repair it, or replace it with the same (or if not available, an equivalent) model, or at Our option, make a cash payment equivalent to the cost to Us of replacing the Mobile Phone or Tablet PC.
- The maximum amount that we will pay for any claim is \$1000 RRP, less the Excess.
- General Exclusions
You are not covered where –
 - You have not taken reasonable care to prevent the theft, loss or damage of the Mobile Phone or Tablet PC;
 - where You have left your Mobile Phone or Tablet PC unsecured in or out of Your direct sight in any public location, or where Your Mobile Phone or Tablet PC is in a place where the public has access including but not limited to workplace environments;
 - the loss or damage to the Mobile Phone or Tablet PC is a result of wear and tear, gradual deterioration or developing flaws as a result of ordinary use or operation;
 - You can claim for the theft, loss or damage from a manufacture or supplier;
 - Your claim is fraudulent or the damage or theft , loss cannot be reasonably proven;
 - the damage results from any electronic virus or relates to software of the handset;
 - the Mobile Phone or Tablet PC where applicable does not contain Your SIM card relating to your Nominated Contracted Mobile Number at the time of the theft, loss;
 - the Mobile Phone or Tablet PC is left Unattended;
 - the theft of the Mobile Phone or Tablet PC has not been as a result of a clear, violent and forcible entry into a premises or vehicle;
 - the theft of the Mobile Phone or Tablet PC is from any Unattended motor vehicle, except where the Mobile Phone or Tablet PC is placed out of sight in a locked glove compartment or locked boot/trunk, the vehicle is securely locked, all security systems activated and there is clear and reasonable evidence of violent and forced entry. A copy of the repair account or other proof of damage caused to the motor vehicle in the event of a claim under this insurance must also be submitted with any claim;
 - the failure to follow the manufacture's instructions;
 - the disappearance of the Mobile Phone or Tablet PC when the cause cannot be established;
 - the damaged Mobile Phone or Tablet PC has been intentionally disposed of ;
 - the insurance policy was purchased outside the 30 days after the event of theft, loss or damage.
 - the theft, loss or damage is caused by, or contributed to by war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war or strife, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation requisition, or destruction of, or damage to property by or under the order of any government, public, or local authority or looting, sacking, or pillage following any of the above;
 - the theft, loss or damage is caused by, or contributed to by nuclear weapons material or ionizing radiation, contamination, radioactivity from any nuclear fuel or nuclear waste, or from the combustion of nuclear fuel or nuclear waste, or from any self sustaining process of nuclear fission; or
 - the loss results directly from damage by fire for Mobile Phone or Tablet PC domiciled in NSW or Victoria.
 - You are not a Permanent Australian Resident or Australian Citizen.

3. Conditions and Claim Procedures

- To proceed with a claim, it is a condition of this insurance that the insurance must have been purchased within 30 days of the Mobile Phone or Tablet PC's original purchase date when new and You must be able to provide proof of this purchase.
- This policy may be cancelled by You at any time or by Us in accordance with the terms of the Insurance Contracts Act 1984. If you want to cancel the policy, call RISK INSURE on1300 720 082.
- In the event of a claim you must
 - contact RISK INSURE on 1300 720 082 as soon as possible but in any event within 48 hours of theft or damage;
 - immediately but always within 12 hours, instruct your Service Provider to block the IMEI number of any stolen Mobile Phone or Tablet PC. Once we have settled your claim We legally become the owner of the damaged/stolen Mobile Phone or Tablet PC and You are not authorised to unblock that IMEI number without the written agreement of RISK INSURE; and
 - report any theft or malicious damage to the police within 24 hours of discovery and obtain a police report number. The claim will not be approved unless the IMEI number is blocked and police report number is supplied.
- The maximum number of replacement claims we will pay on a 2 year policy is 2, one in each 12 month period. Where the second replacement claim is made the insurance ends unless replaced through the Apple Care Process.
- If We replace your Mobile Phone or Tablet PC, the Mobile Phone or Tablet PC the subject of the claim becomes Ours. If it is returned or found you must notify Us. You are not authorised to retain RISK INSURE property.

4. Assistance and co-operation

You must provide us with all reasonable assistance and co-operation that We request.

Risk Insure may request additional information in support of Your Insurance claim.This may include but is not limited to receipts, monthly statements and identification.

If the requested information is not supplied Risk Insure has the option to decline settlement of Your claim.

In cases where citizenship and residency need to be proven Risk Insure will request proof to verify status.

5. Subrogation

In the event of any payment under the policy, We shall be subrogated to all of Your rights to recover against any person or entity other than another person provided with cover and You must execute and deliver any instruments and papers and do whatever else is necessary to enable Us to secure such rights. You shall not take action after any damage to the Mobile Phone or Tablet PC which will prejudice Our rights to subrogation.

6. Legal Jurisdiction

This insurance is subject to the laws of the State of New South Wales.

7. Privacy

We are committed to ensuring the privacy of Your personal information. We collect Your personal and other information in accordance with all relevant legislation and for the functions and activities of our business (e.g. to sell and administer this insurance and sell and administer our other products and services). We only disclose information to persons outside the company, and then only to the extent necessary, if: