

PHONE INSURE  
MOBILE PHONE OR TABLET PC INSURANCE 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 Policy 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 the Policy meets Your needs. The Policy is not compulsory and can be arranged with any insurer of Your choice. When You enter into the Policy You confirm and warrant that You have read (or will read before the end of the Cooling off period) the Policy documents provided to You.

Note that the Policy only:

- covers a Mobile Phone or Tablet PC that is not more than \$1000 recommended retail price (“RRP”) (inclusive of GST) and which was purchased by You and insured under the Policy within the specified time limit (as detailed on [www.phoneinsure.com.au](http://www.phoneinsure.com.au)) from the date the item was purchased, being brand new, and in accord with the combined Tax Invoice and Insurance Schedule.
- provides cover up to the RRP of the covered Mobile Phone or Tablet PC 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 12 month periods and will be automatically renewed (see below for full details) at the end of each 12 month period, unless cancelled earlier in accordance with the terms of the Policy and the Insurance Contracts Act 1984 (e.g. notice of cancellation by You or Us or where the insured limit is exhausted or the Mobile Phone or Tablet PC is replaced).

**Automatic renewal process**

To keep the premium cost low it is a term of the Policy that We will automatically renew the Policy at the expiry of each 12 month Period of Insurance on the same terms as the then current Period of Insurance, unless:

- terminated earlier;
- We tell You otherwise; or
- You tell us You don’t wish to renew.

This means We won’t send you a renewal notice before the expiry of each 12 month period unless We don’t intend to renew or want to change the terms on which we wish to offer renewal.

On or after each renewal, You agree that We can continue to deduct the premium from Your nominated credit card and maintain a copy of Your credit card details for this purpose. The premium amount deducted will be shown in Your relevant account statement next to the heading "Risk Insure Pty Ltd".

**The Policy is only available for Permanent Australian Residents and Citizens, so please ensure You match this criteria before purchase. If not, You will not be entitled to cover.**

This document was prepared on 1<sup>st</sup> May 2014.

### **Your rights under Australian Consumer Law**

You need to know that in some cases, the protection available under the Policy may overlap with and may not be greater than the rights and remedies available to You under the Australian Consumer Law or other relevant law. If there is an overlap, You can choose whether to claim under the Policy or exercise Your rights under the Australian Consumer Law or other relevant law (but not both).

The Policy operates alongside, and in addition to, the rights and remedies to which You may be entitled under the Australian Consumer Law and any other law that applies to Your Mobile Phone or Tablet PC and does not change any of those rights or remedies You may have under the Australian Consumer Law or any other relevant law.

Although You are not required to pay for any rights or remedies You have under the Australian Consumer Law or other relevant law, the amount You pay for the benefits under the Policy will not change to the extent that Your rights under the Australian Consumer Law or other relevant law may overlap with such benefits.

### **About Hollard and RISK INSURE**

The insurer of this insurance is The Hollard Insurance Company Pty Ltd, ABN 78 090584473, AFSL 241436 ("Hollard") of Level 12, 465 Victoria Avenue, Chatswood NSW 2067. 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.

Hollard is responsible for this document.

RISK INSURE is liable for breaches under Chapter 7 of the Corporations Act 2001 (Cth) in relation to the financial services provided by it and/or its representatives.

### **About Your Premium**

The premium for your Mobile Phone or Tablet PC insurance is stated on [www.phoneinsure.com.au](http://www.phoneinsure.com.au) and which will also be printed and detailed on your accompanying combined Tax Invoice and Insurance Schedule, and is inclusive of GST and any relevant amounts payable in respect of Government taxes, charges and levies.

### **Cooling Off Period**

You have a 14 day cooling off period from the date of inception of the Policy in which You can call or write to Us to cancel the Policy and get a full refund, unless You have made or are entitled to make a claim under the Policy.

### **Cancelling the Policy**

#### **How You may cancel the Policy**

You may cancel the Policy at any time by contacting Us on 1300 720 082.

### **The Premium refunded**

If You cancel the Policy after the cooling off period, provided there are no claims, We will refund to You the premium less an amount that covers the period for which Your Mobile Phone or Tablet PC was insured, less a \$35 administration fee and any statutory charges that We are unable to refund. We will not refund any premium if You have made a claim under the Policy. If You have received a refund and later make a claim We can deduct the amount refunded from the claim payment.

### **How We may cancel the Policy**

We may cancel the 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 (including to confirm transactions) RISK INSURE**

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

### **Your Cover**

Subject to terms and conditions, exclusions and limitations in the Policy, the following sets out the cover provided if You enter into the Policy 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; and
- 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 extent permitted by law and/or cancel Your Policy.

#### **1. Definitions**

“**Australian Consumer Law**” means Schedule 2 to the Competition and Consumer Act 2010 (Cth).

“**Excess**” means the amount You must pay to Us in respect of each claim. The excess is as follows:

Mobile Phone or Tablet PC up to and including \$500 RRP

- \$65 if Your Mobile Phone or Tablet PC is replaced;
- \$35 if Your Mobile Phone or Tablet PC is repaired;
- \$35 if Your Apple I Phone or I Pad is damaged and replaced via Apple One-Year Limited Warranty.

Mobile Phone or Tablet PC over \$500 RRP up to and including \$1000 RRP

- \$200 if Your Mobile Phone or Tablet PC is replaced;
- \$75 if Your Mobile Phone or Tablet PC is repaired;
- \$75 if Your Apple I Phone or I Pad is damaged and replaced via Apple One-Year Limited Warranty.

**"Mobile Phone"** means the mobile phone hardware comprising the handset, battery and battery charger but not the SIM card or software and which was brand new and not more than \$1000 RRP when purchased by You and insured under this Policy within the specified time limit (as detailed on [www.phoneinsure.com.au](http://www.phoneinsure.com.au)) after the item was purchased from brand new.

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

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

**"Period of Insurance"** means the period starting from the date of issue of Your Tax Invoice and Insurance Schedule and ending on the earlier of 12 months from the start date and the time the Policy otherwise ends in accordance with its terms. Any renewal period of 12 months is a separate and distinct Period of Insurance.

**"Policy"** means Our agreement with You in accordance with the terms of this Mobile Phone or Tablet PC Insurance PDS, the Tax Invoice and Insurance Schedule and any other document that We tell You forms part of Our agreement with You.

**"RRP"** means recommended retail price for the relevant Mobile Phone or Tablet PC inclusive of GST.

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

**"Tablet PC"** means a wireless, portable personal computer with a touch screen interface comprising the tablet hardware and battery charger, but not SIM Card or software, which was brand new and not more than \$1,000 RRP when purchased by You and listed on the Tax Invoice and Insurance Schedule as covered by the Policy.

**"Tax Invoice and Insurance Schedule"** means the invoice generated for this insurance after You have completed payment for the full insurance premium for the first Period of Insurance or in the case of renewals the relevant nominated credit card statement for the renewal specifying the premium payable for the renewal.

**"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 who has purchased and owns the Mobile Phone or Tablet PC and is insured under the Policy.

## **2. Coverage**

1. In the event that Your Mobile Phone or Tablet PC is physically damaged, lost or stolen anywhere in the world 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.
2. The maximum amount that We will pay for any and all claims during the Period of Insurance is the RRP of the insured item, less any relevant Excess.

## **3. General Exclusions**

You are not covered where:

- Your Mobile Phone or Tablet PC was purchased more than 31 days prior to the inception of the initial Period of Insurance for theft, loss or damage within the first 14 days of the initial Period of Insurance;
- You have not taken reasonable care to prevent the theft, loss or damage of the Mobile Phone or Tablet PC;
- A claim has not been lodged within the first 30 days following the theft, loss or damage of the Mobile Phone or Tablet PC, the subject to the claim;
- You have pre-existing damage to the Mobile Phone or Tablet PC prior to purchasing the Policy;
- 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;
- Your Mobile Phone or Tablet PC has had its serial number label removed, defaced or altered;
- You have not followed manufactures guidelines in relation to splash or water resistant Mobile Phones or Tablet PC'S;
- You can claim for the theft, loss or damage from a manufacture or supplier such as the manufacturer or supplier's express warranty (but does not when You claim for the damage under any consumer guarantee provisions of the Australian Consumer Law);
- 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 or data stored on the covered Mobile Phone or Tablet PC;
- You have modified a Mobile Phone or Tablet PC and the modification causes damage to the Mobile Phone or Tablet PC You are claiming for;
- the Mobile Phone or Tablet PC, as applicable, does not contain Your SIM card relating to Your Nominated Contracted Mobile Number at the time of the theft or loss;
- the Mobile Phone or Tablet PC is left Unattended in a public place;
- You have not provided proof of the replacement sim card and have not requested the IMEI to be blocked in the event of theft or loss within the first 12 hours of the incident occurring;
- the theft or loss of the Mobile Phone or Tablet PC is not reported to the police, and a police report number obtained, within the first 24 hours of the incident;
- 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 handset 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 the Policy must also be submitted with any claim;

- the failure to follow the manufacturer'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 Mobile Phone or Tablet PC has been lawfully seized, including repossession or any other operation of law;
- the Policy was purchased outside the time limited stated on the accompanying Tax Invoice and Insurance Schedule
- the Policy will only apply to You while You are resident in Australia and whilst You are temporarily travelling, in any country where Your Mobile Phone or Tablet PC operates in accordance with its specifications
- 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;
- the loss results directly from damage by fire for Mobile Phone or Tablet PC domiciled in NSW; or
- You are not a Permanent Australian Resident or Australian Citizen.

#### **4. Conditions and Claim Procedures**

1. To proceed with a claim, it is a condition of the Policy that the Policy must have been purchased within the time limit stated on Your Tax Invoice and Insurance Schedule of the Mobile Phone or Tablet PC's original purchase date when new and You must be able to provide proof of this purchase.

2. 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, loss or physical damage;
- immediately, but always within 12 hours, instruct Your Service Provider to block the IMEI number of any stolen or lost Mobile Phone or Tablet PC. Once We have settled Your claim We legally become the owner of the damaged/stolen/lost 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.

3. Where We replace the Mobile Phone or Tablet PC or make a cash payment equivalent to the cost to Us of replacing the Mobile Phone or Tablet PC, the Policy ends unless the Mobile Phone or Tablet PC is replaced through the Apple One-Year Limited Warranty.

4. 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.

5. Where the Mobile Phone or Tablet PC is capable of retaining data We suggest You regularly back up this data. In the claims, repair or replacement process this data may be lost or become corrupt and this is not covered under the Policy. We are also not responsible to You for any loss or corruption of such data in the claims, repair or replacement process.

## **5. 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.

## **6. 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.

## **7. Other Insurance**

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

Where You would be covered under this Policy for the relevant theft, loss or damage but another policy covers You for all or part of the relevant damage, if You are not a contracting party under the other policy but have a right to claim under the other policy by operation of section 48 of the Insurance Contracts Act 1984 (Cth) or otherwise, We will not pay Your claim to the extent Your theft, loss or damage is covered by the other policy.

If You make a claim under one insurance policy and You are paid the full amount of Your claim, You cannot make a claim under the other policy.

If You make a claim under another insurance policy (or if another insurance policy does not cover the theft, loss or damage) and You are not paid the full amount of Your claim, We will make up the difference where covered by Our Policy.

We may seek contribution from Your other insurer. You must give Us any information or assistance We reasonably ask for to help Us make a claim from Your other insurer.

### **8. Goods and Services Tax (GST)**

Any claim payments made under the Policy will be based on GST inclusive costs. However, if You are or would be entitled to claim any input tax credit for the repair or replacement of the Mobile Phone or Tablet PC, We will reduce any claim under the Policy by the amount of such input tax credit. You must advise Us of the input tax credit percentage You are entitled to claim. You are liable to Us for any GST liability We incur arising from Your incorrect advice or inaction.

### **9. Legal Jurisdiction**

This Policy is governed by the laws of the State of New South Wales. Any dispute relating to the Policy shall be submitted to the exclusive jurisdiction of an Australian court within the State or Territory in which the Policy was issued.

### **10. Privacy**

We (in this Privacy section “We”, “Our” and “Us” includes RISK INSURE and any Referrers) 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:

- 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.

### **11. Complaints and Dispute Resolution**



If You are dissatisfied with Our services – Call RISK INSURE on 1300 720 082 or write to RISK INSURE's Customer Relations Department, PO Box 7087 Hutt Street, Adelaide SA 5000.

If We are unable to resolve the matter for You, We will treat it as a complaint and take steps to resolve Your matter as soon as possible.

### **Internal dispute resolution**

If We haven't resolved Your matter to Your satisfaction, at Your request (refer to contact details provided for under "Complaints and Dispute Resolution"), We will escalate Your complaint for review by Our Internal Disputes Resolution team. After full consideration of the matter a written response will be provided that will outline the decision reached and the reasons for the decision.

### **External Dispute Resolution**

In the unlikely event that Your complaint is not resolved to Your satisfaction, or a final response has not been provided within 45 days, 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:

Local call: 1300 78 08 08

Post: GPO Box 3, Melbourne, Victoria 3001

Website: [www.fos.org.au](http://www.fos.org.au)

Email address: [info@fos.org.au](mailto:info@fos.org.au)

## **12. Financial claims scheme and compensation arrangements**

Hollard is 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 is 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 Hollard are exempted from the requirements to meet the compensation arrangements Australian financial services licensee 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 the Corporations Act. Hollard has compensation arrangements in place that are in accordance with the Insurance Act.

In the unlikely event that Hollard were to become insolvent and could not meet their obligations under the Policy, a person entitled to claim under it may be entitled to payment under the Financial Claims Scheme. Access to the scheme is subject to eligibility criteria. Please refer to [www.apra.gov.au](http://www.apra.gov.au) or call the APRA Hotline on 1300 558 849 for more information.

### **13.The General Insurance Code of Practice**

Hollard is a signatory to the General Insurance Code of Practice. The objectives of this Code are to:

- commit us to high standards of service;
- promote better, more informed relations between us and you;
- maintain and promote trust and confidence in the general insurance industry;
- provide fair and effective mechanisms for the resolution of complaints and disputes between us and you; and
- promote continuous improvement of the general insurance industry through education and training.

You can obtain a copy of the Code from the Insurance Council of Australia website [www.insurancecouncil.com.au](http://www.insurancecouncil.com.au) or by phoning (02) 9253 5100.

#### **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 a 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 in relation to the Mobile Phone or Tablet PC Insurance Policy described in the PDS. 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 (“RISK INSURE”, “We”, “Us” or “Our”) 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 the Policy as an agent for Hollard. RISK INSURE does not act for You. See the “About RISKINSURE and Hollard” section of the PDS for Hollard's details.

Risk Insure may from time to time pay a fee to some Referrers who merely refer You to Our product (Referrer). A Referrer is not authorised to deal in this insurance or to provide any advice.

#### **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.

#### **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 may receive a 5% commission for arranging this insurance, and also receives a share of the underwriting profit if any.
- An administration fee of up to \$20 may be paid for each sale through a Referrer (which it may share with its associates).

If You want more details please ask RISK INSURE.

#### **Dispute resolution**

For information on Our internal and external dispute resolution see "Complaints and Dispute Resolution" in the PDS section.

#### **Compensation arrangements**

RISK INSURE is covered under professional indemnity insurance that complies with the requirements of section 912B of the Corporations Act. The insurance (subject to its terms and conditions) will continue to cover claims in relation to representatives/employees of RISK INSURE who no longer work for it (but who did at the time of the relevant conduct).

#### **How We use Your personal information?**

See the PDS for details of Our privacy policy.

#### **Contact Us**

RISK INSURE

ABN: 23 090 918 399 AFS Licence No: 230163

PO Box 7087, Hutt Street, Adelaide SA 5000 T: 1300 720 082

This FSG was prepared on 1<sup>st</sup> May 2014 and its distribution has been authorised by RISK INSURE.