



# Protect IT +

## ACCIDENTAL DAMAGE PROTECTION INSURANCE

Combined Product Disclosure Statement and Financial Services Guide

**Product Disclosure Statement and Financial Services Guide prepared on 19 December 2016**  
**Issuer: Virginia Surety Company, Inc. (ARBN 080 339 957)**  
**Australian Financial Services Licence number 245579**

This document is a combined Product Disclosure Statement and Financial Services Guide for Accidental Damage Protection Insurance (Combined PDS and FSG).

**This Combined PDS and FSG is divided into two parts:**

- **Part A: Product Disclosure Statement (PDS) and**
- **Part B: Financial Services Guide (FSG).**

## PART A

### SECTION 1 - PRODUCT DISCLOSURE STATEMENT

#### THE PURPOSE OF THIS PRODUCT DISCLOSURE STATEMENT (PDS)

The purpose of this PDS is to give You the information You require to make an informed decision about whether or not to purchase the Accidental Damage Protection Insurance. To assist You in understanding the Cover provided by the Policy, this PDS details the significant features of the Policy, including the Policy's benefits, risks and information about how the insurance premium is calculated. The information is general and does not take account of Your individual needs.

This PDS, in addition to the Policy Schedule, forms Your contract of insurance with Us. Provided You have paid the premium, We will insure You during the Period of Cover subject to the terms and conditions set out in this PDS. Before deciding to purchase this Policy, You should read this PDS carefully to understand the extent of Cover provided by this Policy and its limitations.

Capitalised terms and expressions used in this PDS have the meanings given to them at the beginning of the Policy Wording in Section 2.

#### WHO IS THE INSURER?

This insurance Policy is underwritten and issued by Virginia Surety Company, Inc.(ARBN 080 339 957) (VSC) of Level 2, 693 Burke Road, Camberwell VIC 3124. Protect IT is a brand name used by VSC. In this PDS, the Insurer is called 'We', 'Us' or 'Our'. We hold an Australian Financial Services Licence (number 245579). You can contact Us:

- by phone on 1300 654 665
- by writing to Us at PO Box 246, Balwyn VIC 3103
- by emailing Us at [vscau@thewarrantygroup.com](mailto:vscau@thewarrantygroup.com)

The Warranty Group Australasia Pty Ltd (The Warranty Group) (ABN 37 005 004 446) performs claims and administrative Policy functions on Our behalf.

In effecting this insurance Policy, the authorised distributor is acting as an agent of VSC, and not as Your agent. Refer to the Financial Services Guide in Part B of this document for details.

#### ELIGIBILITY

Please Note: Accidental Damage Protection Insurance is only available when purchased with the following Products: Laptops/Notebooks/Netbook and Tablet devices.

Cover will need to be purchased for each Product You wish to protect. Where You wish to purchase Accidental Damage Protection Insurance after purchasing Your Product, You may do so no later than 30 days from the date specified in Your Product purchase invoice.

When Accidental Damage Protection Insurance is purchased for a Product, the Original Purchase Price of the individual Product must not exceed \$2,500.

#### FEATURES AND BENEFITS OF THE POLICY

The Policy is an insurance Policy with the following significant features and benefits:

##### Accidental Damage Protection

If the insured Product suffers Accidental Damage, during the Period of Cover, We will repair or replace the Product subject to the applicable Excess, Policy terms and conditions. The decision to repair or replace the unit lies solely with Us. If the Product is repaired it may be repaired with new or used parts. Any replaced part/s will have the same functionality as the original part/s. If We decide that the Product needs to be replaced, then We

will provide a Replacement Product that may be new or reconditioned. The Replacement Product will have the same functionality as the original Product.

The maximum value of all Your Accidental Damage claims (net of Excesses) cannot exceed twice the Original Purchase Price of the Product. Where the damage is extensive and the replacement value of the Product exceeds the remaining Accidental Damage benefit available, We will payout the remaining benefit. In this instance Your Cover ceases as the Policy has paid out the maximum benefit.

### **PERIOD OF COVER**

You are able to select the length of time You wish to protect Your Product from Accidental Damage. The Cover periods available to You are; one, two, or three years.

### **SIGNIFICANT RISKS**

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

**Disclosure Obligations:** Failure to comply with disclosure obligations may have consequences in relation to the Cover being provided or may affect a claim being paid. These consequences are outlined under 'Your Duty of Disclosure' in the Policy Wording.

**Policy Coverage:** Our liability under this Policy is excluded in certain circumstances and We will not be liable for any claim if the following occurs:

- Fraud;
- Non-Disclosure;
- Non payment of premium; or
- Non payment of Excess.

**Please Note:** The above list is not intended to be all inclusive, rather an indication.

**Variation to Your Cover:** It is important that You notify Us of any change to Your circumstances, including if You change Your address.

We reserve the right to obtain Our own assessment and valuation report in the event of any claim.

### **WHAT IS THE COST?**

The premium payable for Your insurance Policy will be shown on Your Policy Schedule. In setting the premium, two factors are taken into consideration:

- the Period of Cover chosen; and
- the Original Purchase Price of the Product to be insured.

In the event that the premium is not received in full, within thirty (30) days from the date of Policy purchase, all Cover will cease. For further details please refer to the Cancellation section of this Product Disclosure Statement.

The premium will be calculated and provided to You at the time of purchase and will be detailed in the Policy Schedule. You may also be required to pay one-off fees in the following circumstances:

- a Cancellation Fee on cancellation of the Policy;
- a Policy transfer fee; and
- an Excess on an accepted claim.

### **COOLING OFF PERIOD**

We understand that all customer needs are different. Accordingly as part of this Policy We offer a fourteen (14) day cooling off period. If You should decide for any reason whatsoever that this Policy does not suit Your individual needs, You may cancel this Policy and receive a full refund as long as no claims have been lodged.

To cancel the Policy within the cooling off period and receive a full refund, You must notify Us in writing:

by email: [vscau@thewarrantygroup.com](mailto:vscau@thewarrantygroup.com);  
by mail: PO Box 246, Balwyn Vic 3103

To cancel Your Policy at other times, please refer to the 'Cancellation' section in the Policy Wording.

### **DISPUTE RESOLUTION**

Should You have a concern relating to any area of Our business or Your Policy You may request that it be dealt with by the supervisor or manager directly responsible for that area. If Your complaint is not resolved by the supervisor or manager, Your complaint may then be referred to Our Internal Dispute Resolution Panel. You can contact Our Internal Disputes Resolution Panel:

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

We will respond to Your complaint in writing provided We have all the necessary information. If You are not satisfied with the outcome, and the matter is not related to use of Your personal information, You may refer the matter to the Financial Ombudsman Service (FOS). The FOS may be contacted:

- by phone on 1300 780 808 (local call fee applies);
- by fax on (03) 9613 6399;
- by writing to GPO Box 3, Melbourne VIC 3001;
- by emailing them at [info@fos.org.au](mailto:info@fos.org.au);
- on the web <http://www.fos.org.au>.

### **THE GENERAL INSURANCE CODE OF PRACTICE**

Virginia Surety Company, Inc. adheres to the General Insurance Code of Practice (Code). The Code was developed with the objective of raising the standards of service and practices in the insurance industry to a level that seeks to achieve total customer satisfaction. The Code aims to improve the quality of policy documentation and information provided to consumers; employee and agent training; claims handling and dispute resolution. Please contact Us if You would like to obtain Our brochure on the Code.

### **YOUR PRIVACY**

Virginia Surety Company, Inc. is bound by the Australian Privacy Act 1988. In order for Us to provide You with Insurance We need to collect certain personal information about You. We collect personal information from You and Our business partners and service providers in connection with the Insurance. Collection of Your personal information from Our business partners and service providers usually occurs at the point of sale of the Insurance. If You do not provide Us with this information Your application may not be processed or, We may not be able to administer claims or handle inquiries in connection with the Insurance. The purposes for which We collect Your personal information are to provide the Insurance, handle inquiries about the Insurance, for security checks to verify Your identity, to administer claims and related, secondary or ancillary purposes. The personal information We collect may be disclosed to assessors, loss adjusters, and other service providers who perform activities in connection with the purposes for which We collect, as well as companies within The Warranty Group including Our companies in the UK, USA, China, Japan and New Zealand. In accordance with Our Privacy Policy You have rights of access to, and correction of, Your personal information upon request. You also have the right to complain about Our management of Your personal information, which is also detailed in Our Privacy Policy. If You would like a copy of Our Privacy Policy, would like access to the information We have about You or wish to make a complaint, please contact Our Privacy Officer on 1300 654 611 or visit <http://virginiasurety.com.au/privacy-policy/>. By applying for the Policy, You consent to Us managing Your personal information in accordance with Our Privacy Policy.

### **FINANCIAL CLAIMS SCHEME**

If We become insolvent, this Policy may be protected under the Federal Government's Financial Claims Scheme administered by APRA. This means that if You meet certain eligibility criteria You may receive payment under the scheme. For more information please refer to the following website: <https://www.fcs.gov.au>.

### **SUBROGATION**

When We pay a claim under the Policy, We have the right to take over and enforce any right You may have to recover the loss from another party. We may do this in Your name and You have an obligation to assist Us as required.

## SECTION 2- POLICY WORDING

### DEFINITIONS

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

**Accidental Damage:** means the unintentional physical damage to property causing the impairment of use.

**APRA:** means the Australian Prudential Regulation Authority.

**Cover:** means the protection provided by the Policy.

**Cancellation Fee:** means the \$55 fee (including GST) charged at the time of cancellation.

**Excess:** means the amount You have to pay each time You make a claim. The applicable Excess is specified in Your Policy Schedule.

**Insured:** means the person or entity who purchases this Policy and as specified on the Policy Schedule.

**Laptop/Notebook/Netbook:** means a new wireless portable personal computer with a flat-panel screen comprising the laptop/notebook hardware and battery charger.

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

**Period of Cover:** means the period of Cover as stated on the Policy Schedule.

**Policy:** means this Accidental Damage Protection Insurance.

**Policy Schedule:** refers to the document provided to You by Us which confirms the Cover You have purchased and includes any written amendments to the terms of this Policy that may apply to You.

**Policy Wording:** means the terms, conditions and exclusions outlined in this document that explains the coverage of Your Policy.

**Product:** means the Laptop/Notebook/Netbook or Tablet device listed in Your Policy Schedule.

**Replacement Product:** means a product that We supply You with in the event of an accepted claim that warrants a replacement. The product will be equivalent to the original Product listed in Your Policy Schedule.

**Tablet:** means a new wireless, portable personal computer with a touch screen interface comprising the tablet hardware and battery charger. Note, the tablet is typically smaller than a laptop/notebook computer but larger than a smart phone.

**Total Loss:** Your Product will be deemed a Total Loss when We consider it uneconomical to repair the insured Product or when repair costs exceed the Original Purchase Price.

**User/s:** means a person who with Your approval will be the primary user of the Product.

**We, Us, Our:** means the insurer, Virginia Surety Company, Inc. (ARBN 080 339 957) (AFSL 245579).

**Wear and Tear;** means problems with the operation or functionality of the Covered Product as a result of normal usage within manufacturer's recommendations.

**You, Your:** means the Insured as listed on the Policy Schedule or authorised User.

### YOUR DUTY OF DISCLOSURE

**What You must tell Us and why:** When entering into a Policy of insurance with Us You must answer Our questions truthfully and You have a duty under law to tell Us anything known to You and which a reasonable person in the circumstances would include in response to Our questions. We will use Your answers to decide whether or not to insure You and anyone else named on the Policy, and on what terms We will provide Cover.

**Who needs to tell Us:** It is important that You understand You are answering questions for yourself and those answers will affect anyone else You want to be covered by the Policy. You have the same duty to disclose this information to Us before You extend, vary or reinstate the Policy.

**If You do not tell Us:** If You do not answer Our questions in this way, We may reduce or refuse to pay a claim, or cancel the Policy. If You answer Our questions fraudulently, We may refuse to pay a claim and treat the Policy as never having existed.

## **POLICY COVERAGE**

We agree that during the Period of Cover, should Your Product suffer Accidental Damage, We will elect at Our option, to repair the Product or if it is deemed a Total Loss, to provide You with a Replacement Product subject to Policy Wording terms and conditions that are provided herein.

Below are some examples of how We will repair or replace the Product under Your Accidental Damage Protection Insurance Policy.

<b>CAUSE OF DAMAGE</b>	<b>RESOLUTION DESCRIPTION</b>
Liquid spilled on or in unit	Repaired or unit replaced
Drops, falls and other similar impact	Repaired or unit replaced
Electrical surge	Repaired or unit replaced
Damaged or broken LCD	Repaired
Accidental breakage (multiple pieces)	Repaired or unit replaced

**NOTE: Reasonable care is to be exercised at all times with Tablet devices such that they are in a protective cover whilst mobile.**

## **LIMIT OF LIABILITY**

The information below outlines the claim limits that apply (net of Excesses) for Your Accidental Damage Protection Insurance.

- The maximum per claim amount payable by Us will be the Original Purchase Price (inclusive of GST) of Your Covered Product.
- The maximum accumulated claims benefit payable by Us will be twice the Original Purchase Price (inclusive of GST) of Your Covered Product. The Original Purchase Price must not be greater than \$2,500. If the Covered Product cannot be repaired and the Replacement Product exceeds the remaining Accidental Damage benefit available, We will pay You out the remaining benefit.
- We will not accept any liability to You, or any subsequent owner of the Product, for any incidental or consequential damages, including, but not limited to, liability or damages for the Product not being available for use, loss or corruption of data or software, personal injury, death, other indirect loss due to Product failure, or any and all incidental, indirect, special or consequential damages arising out of or in connection with the use or performance of the Product, even if You have advised Us of the possibility of such damages.

## **EXCESS**

You must pay the applicable Excess each time You make a claim which We have accepted under the Policy. If You have more than one Product listed on Your Policy Schedule, a separate applicable Excess is payable in relation to each Product that is the subject of a claim. A repaired Product will not be returned or a Replacement Product will not be provided until the Excess is paid.

## **WHEN AM I COVERED?**

Cover will commence on the date specified in Your Policy Schedule under 'Period of Cover'.

Your Cover will end when any of the following occurs:

- the Policy is cancelled (see section 'Cancellation' in this Policy Document);
- the Period of Cover expires; or

- the maximum Policy benefit has been reached being the total amount of all your claims (net of Excesses) add to twice the Original Purchase Price.

## **CANCELLATION**

### **Cancellation by You**

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

by email: [vscau@thewarrantygroup.com](mailto:vscau@thewarrantygroup.com); or  
by mail: PO Box 246, Balwyn Vic 3103.

We will respond to You within seven (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 that Cover has been provided together with Our Cancellation Fee.

### **Cancellation by Us**

We may cancel this Policy by giving You notice in writing in accordance with the Insurance Contracts Act 1984 for reasons including:

- failure to comply with Your Duty of Disclosure;
- failure to comply with the conditions of this Policy;
- misrepresentation prior to entering into this Policy;
- non-payment of premium.

If We cancel Your Policy We will retain the proportionate premium for the time that Cover has been provided together with Our Cancellation Fee.

If Your Policy is cancelled by You or Us after the cooling off period, We will not refund Your premium if You have already made a claim on the Policy. All refunds for cancellations are calculated on a pro-rata basis.

## **GENERAL EXCLUSIONS**

Our liability to pay a claim under the Policy is excluded in the following circumstances:

- Any and all pre-existing conditions that occur prior to the effective date of this Cover and/or any product sold used, damaged, or "as-is" including but not limited to floor models, demonstration models, etc;
- Product repairs that should be covered by a manufacturer's warranty or an extended warranty or are a result of a recall, regardless of the Product manufacturer's ability to pay for such repairs;
- Recovery or repossession of the Product for any reason whatsoever;
- Fraudulent or dishonest acts on Your or the User's part or on the part of any of Your employees acting alone or in collusion with any other person or persons;
- You have not taken reasonable care to prevent the Accidental Damage;
- Your Accidental Damage claim cannot be reasonably proven;
- Where You are not an Australian Resident;
- Consequential loss of any kind;
- Failure of the Product caused by mechanical or electrical breakdown not resulting from Accidental Damage;
- Any recovery or transfer of data stored on the Product. You are solely responsible for all data stored on the Product. We do not provide You any data recovery services under this Policy ;
- If the Product has incurred Accidental Damage, when the Product has been made available to a person other than the Insured or the User.
- Any damage to the Product that is cosmetic only or does not otherwise affect Product functionality;
- Under this Policy, We are not obligated to repair Wear and Tear on the Product and other superficial items, such as scratches and dents that do not materially impair Your use of the Product.
- Any Product that has been repaired or attempted to be repaired by a person other than one We designate. We will not reimburse You for any repairs that You or another person make or attempt to make to the Product or any loss or damage caused as a result of unauthorised repairs;
- The acquisition or destruction of any Product by order of any government, public or statutory authority;
- Any Tablet that is mobile and not in a protective cover that suffers damage;

- Any Product that is intentionally damaged. If We find evidence of intentional damage, We are not obligated to repair or replace the Product;
- Loss or damage caused by war, invasion or act of foreign enemy, hostilities, civil war, rebellion, riot, strike, labour disturbance, lockout, or civil commotion;
- Loss or damage due to external causes including third party actions, fire, insects, animals, exposure to weather conditions, extreme temperature, windstorm, sand, dirt, flood or acts of god.
- Loss or damage from abuse, misuse, introduction of foreign objects into the Covered Product, mechanical or electrical breakdown, unauthorized modifications or alterations to a Covered Product, failure to follow the manufacturer's instructions;
- Cost of installation, set-up, diagnostic charges, removal or reinstallation of the Covered Product;
- Service where no problem can be found;

## CLAIMS

### ACCIDENTAL DAMAGE

In the event of Accidental Damage to Your Product which might give rise to a claim under this Policy You may lodge Your claim at [www.claimstwg.nua.com.au](http://www.claimstwg.nua.com.au) or email Us at [insurance@thewarrantygroup.com](mailto:insurance@thewarrantygroup.com) or Contact Us on 1300 786 225 for assistance.

Upon notification of a claim being lodged, You must give Us an opportunity to assess and inspect the loss or damage before any repairs or alterations are undertaken. If Your claim is accepted under the Policy, You will be required to pay the Excess applicable as outlined in this PDS prior to any repairs taking place, or receiving a Replacement Product. This Policy allows for one (1) whole unit replacement for the Period of Cover selected. Where We have replaced the damaged Product, We will take possession of the damaged Product and dispose of it. Any value We are able to recover from the damaged Product will be retained by Us.

There are several responsibilities prior to sending in the Product for repair, such as: remove all data, including confidential information, proprietary information and personal information, from Your Product or, if You are unable to remove any such information, modify the information to prevent its access by another party or so that it is not personal data under applicable law; remove all features, parts, options, alterations and attachments not covered and ensure that Your Product or part is free of any legal restrictions that prevents its replacement.

### ADDITIONAL CLAIMS INFORMATION

You shall at Your own expense take all reasonable precautions to prevent loss and/or damage and to comply with statutory requirements and the manufacturer's recommendations relating to the safeguarding and operation of the Product.

### WHAT HAPPENS IF I SELL THE INSURED PRODUCT?

If You sell Your Product You may transfer the Policy to the subsequent owner if You call Us on 1300 786 225 and pay a policy transfer fee of \$25 within seven days of the sale. Our total liability under the Policy is not increased as a result of any such transfer.

Contact Details	
Policy Enquiries	<a href="mailto:vscau@thewarrantygroup.com">vscau@thewarrantygroup.com</a>
Claim Lodgements	<a href="http://www.claimstwg.nua.com.au">www.claimstwg.nua.com.au</a>
Claim Enquiries	<a href="mailto:insurance@thewarrantygroup.com">insurance@thewarrantygroup.com</a>
	1300 786 225



## **PART B: FINANCIAL SERVICES GUIDE**

This FSG is issued by Virginia Surety Company, Inc. ARBN 080 339 957, AFSL No. 245579 (VSC) in respect of Accidental Damage Protection Insurance. References in this FSG to 'We', 'Our' or 'Us' are references to VSC.

This FSG is an important document designed to help you make an informed decision about whether to use the financial services We or Our authorised distributors can provide You. It contains information about our roles in providing financial services, how we are remunerated and details regarding how you can access Our complaints handling process.

### **Important information**

Where We or Our authorised distributors provide factual information to You about Accidental Damage Protection Insurance, or arrange for the issue of Accidental Damage Protection Insurance to You, please refer to the Product Disclosure Statement (PDS) contained in Part A of this document to ensure the cover provided suits Your individual needs. Any advice that is provided to you by Us or Our authorised distributors is general in nature and does not take into account Your individual objectives, financial circumstances or needs.

The PDS contains information about the particular product, including any relevant risks, benefits and significant characteristics of the product. It contains important information about the product that will assist You in making an informed decision. You should read the PDS carefully.

### **About the Insurer**

Virginia Surety Company, Inc.(ARBN 080 339 957) (VSC) of PO Box 246, Balwyn VIC 3103 is a licensee (AFSL number 245579) authorised to deal in and provide general insurance products advice in relation to general insurance products. VSC is responsible for this FSG.

### **About our authorised distributors**

VSC has authorised its authorised distributor to provide factual product information and deal in general insurance products on behalf of VSC. The authorised distributor acts on behalf of VSC and not on Your behalf. VSC has authorised the distribution of this FSG.

### **Remuneration**

The premium for this insurance is payable to Virginia Surety Company, Inc. as the insurer. Where this insurance Policy is effected by an authorised distributor, the authorised distributor is acting as an agent of VSC, and not as Your agent. Where the authorised distributor has provided services on behalf of Us they may be remunerated by Us. This remuneration may be a percentage of the premium that you pay for this insurance (net of taxes and charges). The remuneration may be included in the premium you pay and is not an extra charge to you. If you would like more information about the remuneration please call Us on 1300 786 225. This request should be made within a reasonable time after this FSG has been provided to You and before any financial service is provided to You.

### **Your Privacy**

We are committed to ensuring the privacy of your personal information. Please see the section Your Privacy in the PDS section of this document.

### **If You have a complaint**

If you have a complaint in relation to the financial services provided by Us or authorised distributors please see the Dispute Resolution section of the PDS for more details.

### **Contact**

You can contact Us by phone on 1300 654 611, by fax on (03) 9862 3299, by post at PO Box 246, Balwyn VIC 3103 or by email at [customerfeedback@thewarrantygroup.com](mailto:customerfeedback@thewarrantygroup.com) .