



# ACER ACCIDENTAL DAMAGE, ACCIDENTAL LOSS AND THEFT PROTECTION INSURANCE

## Combined Financial Services Guide and Product Disclosure Statement

**Product Disclosure Statement prepared on 1 May 2014**  
**Insurer: Virginia Surety Company, Inc. (ABN 63 080 339 957)**  
**Australian Financial Services Licence number 245579**

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

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

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

## Part A

### FINANCIAL SERVICES GUIDE (FSG): Prepared 1 May 2014

We are an Acer Approved Reseller and an Authorised Distributor of Virginia Surety Company, Inc. ABN 63 080 339 957, AFSL No. 245579 (VSC) in respect of Acer Accidental Damage, Accidental Loss and Theft Protection Insurance. VSC has authorised the distribution of this FSG.

#### Important information

This FSG is provided to assist You in making informed decisions about purchasing the Acer Accidental Damage, Accidental Loss and Theft Protection Insurance. It explains the financial services provided and how Acer Computer Australia Pty Ltd ABN 78 003 872 768 (Acer) and the Acer Approved Resellers are remunerated and how Your complaints are dealt with.

Where the Acer Approved Reseller provides factual information to You about Acer Accidental Damage, Accidental Loss and Theft Protection Insurance, or arrange for the issue of Acer Accidental Damage, Accidental Loss and Theft Protection Insurance to you, please refer to the Product Disclosure Statement (PDS) contained in Part B of this document to ensure the cover provided suits Your individual needs. The PDS contains information about the particular Policy, including any relevant risks, benefits and significant characteristics of the Policy. It contains important information about the Policy that will assist You in making an informed decision. You should read the PDS carefully.

#### Authorised services

We are an organisation that is approved by Acer to sell Acer products direct to the public. We are authorised under an agreement with VSC to arrange for the issue of Acer Accidental Damage, Accidental Loss and Theft Protection Insurance to You. We can answer general questions You may have about the Policy, assist with Your application, and accept payment. We can give You general factual information, but cannot advise You if the Policy is appropriate to meet Your particular needs and We cannot provide You with any financial product advice (as defined in the Corporations Act (Cth) 2001).

#### How We are paid

We receive remuneration when You purchase Acer Accidental Damage, Accidental Loss and Theft Protection Insurance. VSC will pay Acer a commission of up to twenty nine percent of the premium You pay (excluding taxes and charges) and We will receive a portion of this commission of up to seven percent from Acer. This commission is included in Your premium and is not an extra charge to You.

#### How can You provide VSC with instructions?

If You want to update Your Policy information in relation to Acer Accidental Damage, Accidental Loss and Theft Protection Insurance, You can do so by contacting Us. See Our contact details below.

#### Your Privacy

We are bound by the Australian Privacy Act 1988. In order for Us to arrange Acer Accidental Damage Protection for You, We need to collect certain personal information about You. Collection of Your personal information usually occurs at the point of sale of the insurance. If You do not provide this information Your application may not be processed, and We may not be able to arrange Your insurance Policy. We may disclose Your personal information to VSC and its policy and claims administrator. We may also disclose Your information to Our domestic and offshore related bodies corporate, contractors or service providers, all of which are required to keep Your information confidential. If You have any questions or queries on the above including, where Your personal information may be stored, how it may be used, would like to access the information We have about You, or to make a complaint see Our privacy policy, which is available on request.

#### If You have a complaint

If You have a complaint about this Policy or service related aspect of it, You may request to speak with the supervisor or manager of the area You are dealing with. If Your complaint is not resolved You can then contact VSC. VSC have an internal dispute resolution system which seeks to resolve any complaints or disputes that may arise. Please contact VSC on 1300 654 611. If You are not satisfied with the response and the matter is not related to the use of Your personal information, You may take the matter up with an external dispute resolution body, the Financial Ombudsman Service ("FOS"). You can contact the FOS at:

Telephone: 1300 780 808

Facsimile: (03) 9613 6399

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

Post: GPO Box 3, Melbourne, VIC 3001

If Your unresolved dispute is in relation to use of Your personal information, You can contact the Privacy Commissioner on 1300 363 992 or [enquire@oaic.gov.au](mailto:enquire@oaic.gov.au).

#### Contact

##### VSC, Licensee

You can contact the licensee, VSC by phone on 1300 654 611, by post at PO Box 246, Balwyn VIC 3103 or by email at [customerfeedback@thewarrantygroup.com](mailto:customerfeedback@thewarrantygroup.com).

## Part B

### SECTION 1 - PRODUCT DISCLOSURE STATEMENT: Prepared 1 May 2014

#### 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 Acer Accidental Damage, Accidental Loss and Theft 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. (ABN 63 080 339 957) (VSC) of PO Box 246, Balwyn VIC 3103. 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).

ACER Approved Resellers have been appointed by Us in agreement with Acer as Our authorised distributors for arranging the ACER Accidental Damage, Accidental Loss and Theft Protection Insurance. In effecting this insurance Policy, the selling agent is acting as Our agent and as an agent of Acer, and not as Your agent. The selling agent will receive payment for effecting this Policy on Our behalf, please refer to the Financial Services Guide for details.

The Warranty Group Australasia Pty Ltd (The Warranty Group) (ABN 37 005 004 446) and Acer Computer Australia Pty Ltd (ABN 78 003 872 768) perform administrative Policy functions on Our behalf.

#### ELIGIBILITY

Cover will need to be purchased for each Product You wish to protect.

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

Please Note: Acer Accidental Damage, Accidental Loss and Theft Protection Insurance is only available when purchased with a notebook, netbook, or tablet device from Acer or an approved Acer reseller.

#### 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 and Acer. If the Product is repaired, it may be repaired with new or used parts. Any replaced parts will have the same functionality as the original part/s. If Acer decides 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.

## Accidental Loss

If an occurrence or event arises, resulting in Accidental Loss of Your Insured Product which was unintended and could not have been expected by You;

- in the open air, under the direct control and supervision of an adult;
- on the way to or from school; or
- at extracurricular activities,

We will provide a Replacement Product.

**Please Note: Should you choose the four year cover option, Accidental Loss cover will only apply in the first three years of Cover.**

## Theft Protection

If the insured Product is stolen from a secured office, home or locked vehicle where there is clear evidence of Violent and Forcible Entry during the term of the cover and subject to the applicable Excess, Policy terms and conditions, then We will provide a Replacement Product.

## Use in Schools

This Policy does not provide Cover for Theft or Accidental Loss whilst the Product is within the premises of a kindergarten, primary or secondary school or any other educational facility unless the Product is stolen from a Secured Locker whilst the User is in attendance, with clear signs of Violent and Forcible Entry.

Regardless of the number of claims made the maximum benefit payable on any insured Product is \$2,500 (net of Excesses).

In the event We are unable to provide You with a Replacement Product, we will refund You the lesser of:

- The Original Purchase Price less depreciation as detailed below;
- The remainder of Your Policy benefit for the insured Product; or
- \$2,500.00 inc GST.

Depreciation, calculated on the Original Purchase Price from the date of purchase is:

Less than 1 year	Nil
More than 1 year, but less than 2 years	25%
More than 2 years, but less than 3 years	50%
More than 3 years	75%

This Policy allows for one (1) whole unit replacement per contract year under the Accidental Loss and Theft Protection benefits and limited to a maximum of Two (2) replacements over the entire term of the Policy.

## PERIOD OF COVER

You are able to select the length of time You wish to protect Your Product from Accidental Damage, Accidental Loss and Theft. The Cover periods available to You are: two, three and four years.

## PRODUCTS INCLUDED / COMPONENTS EXCLUDED

This Cover is for hardware only. Accidental Damage, Accidental Loss and Theft Protection does not cover any damage (including without limitation virus-inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Product, including without limitation, the Acer Custom Factory Integration ("CFI") items. We will exercise reasonable efforts to, but this Agreement does not guarantee that we will, repair or replace CFI items that may otherwise be excluded components.

The Policy does not cover externally-attached devices, components, cases, monitor, wall mounts or wiring classified as 'accessories' or 'consumables' and not built in or on the base unit, such as light bulbs, ceiling mount kit, memory disks or disk, disposable memory devices, carrying cases or stylus pens, or any other components not internal to the Product, or other parts/components requiring regular maintenance.

Accidental Damage, Accidental Loss and Theft Protection does not cover any software.

Only parts built in or on the base unit, including parts or accessories that are required for regular operation of the unit and shipped at point of sale, such as internal memory, batteries, built-in LCD, internal components/switches, built-in buttons, remote controls, lens, lens cover, card reader slot or projector, synchronization cradles or cables shipped with Your Insured Product are Covered.

In the event of a system or part replacement which may require access to an optical device and the customer has opted out of an optical device, We reserve the right to decline service until the customer grants Acer access to an optical device to enable support and serviceability.

## 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 premiums, a number of factors are taken into consideration. These factors may include:

- term chosen;
- the level of Excess;
- the Original Purchase Price of the insured Product; and
- the type and specifications of the insured Product.

In the event that the premium is not received in full, within thirty (30) days from the date of purchase, all cover will cease.

For further details please refer to the Cancellation section of the 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, please advise Acer of Your request in writing:

- by emailing: [pd\\_enquiry@acer.com.au](mailto:pd_enquiry@acer.com.au)

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 Dispute 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 within 15 working days 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 <mailto:info@fos.org.au>
- on the web <http://www.fos.org.au>

The FOS provides an independent service which will investigate Your complaint and provide a ruling at no cost to You.

## 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, 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 see <http://www.apra.gov.au> or contact the APRA hotline on 1300 131 060.

## 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:** unintentional physical damage to property causing the impairment of use.

**Accidental Loss:** an occurrence or event which results in loss of Your covered Product which was unintended and could not have been expected by You.

**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, where the cancellation is requested by You after the 'Cooling Off' period has expired.

**Excess:** the amount You have to pay each time You make a claim.

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

**Locked Premises:** means normal place of residence of the User.

**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 duration of time for which You are covered as stated on the Policy Schedule.

**Policy:** means this Accidental Damage, Accidental Loss and Theft 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 tablet device, notebook/s or netbook/s listed in Your Policy Schedule, and includes internal or built-in LCDs/screens, parts, drives and standard manufacturer installed operating systems.

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

**Secured Locker:** means a locker that has suitable protection by way of an appropriate locking device.

**Theft:** the act or an instance of stealing.

**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.

**Unattended:** means not being attended to, looked after, or watched.

**Unrestricted Access:** ability to enter or exit with no restriction i.e. unlocked premises.

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

**Violent and Forcible Entry:** means evidence of visible damage at the point of entry.

**We, Us, Our:** means the insurer, Virginia Surety Company, Inc. (ABN 63 080 339 957) (AFSL 245579).

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

## **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, Accidental Loss or Theft, 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, Accidental Loss and Theft 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
Accidental Loss or Theft	Unit Replaced

**NOTE:** All tablet devices are required to be kept in a suitable protective cover at all times. Failure to adhere to this requirement will result in denial of a claim under Accidental Damage.

## **LIMIT OF LIABILITY**

The information below outlines the claim limits that apply (net of Excesses) for each type of Cover under Your Acer Accidental Damage, Accidental Loss and Theft Protection Policy.

- The maximum amount payable by Us will be the Original Purchase Price (inclusive of GST) of Your covered Product per claim.
- There will be a maximum of one (1) whole unit replaced by Us per Product listed on the Policy Schedule per contract year and limited to a maximum of two (2) replacements over the entire term of the Policy for Accidental Loss and Theft Protection.



- Regardless of the number of claims made the maximum benefit payable under any Policy is \$2,500 per Product listed in Your Policy Schedule.
- Where We are unable to provide You with a replacement We will refund You the lesser of:
  - The Original Purchase Price less depreciation as detailed below;
  - The remainder of Your Policy benefit for the insured Product; or
  - \$2,500 inc GST.
  - Depreciation, calculated on the Original Purchase Price from the date of purchase is:

Less than 1 year	Nil
More than 1 year, but less than 2 years	25%
More than 2 years, but less than 3 years	50%
More than 3 years	75%

- We will not accept any liability to You, or any subsequent owner or other User 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 any applicable Excess specified on Your Policy Schedule 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.

## **PERIOD OF COVER**

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;
- the maximum Policy benefit has been reached (net of Excesses); or
- We provide a refund as settlement of a claim.

## **CANCELLATION**

### **Cancellation by You**

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

- by emailing: [pd\\_enquiry@acer.com.au](mailto:pd_enquiry@acer.com.au)

Acer 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.

## **EXCLUSIONS**

### **USE IN SCHOOLS**

This Policy does not provide Cover for Theft or Accidental Loss whilst the Product is within the premises of a kindergarten, primary or secondary school or any other educational facility unless the Product is stolen from a Secured Locker whilst the User is in attendance, with clear signs of Violent and Forcible Entry.

### **ITEMS NOT COVERED**

This Policy does not Cover items such as docking stations, external modems, external speakers, game devices, secondary monitors, external mouse, external keyboard on notebooks, externally-attached devices, components, cases, monitor, wall mounts or wiring classified as 'accessories' or 'consumables' and not built in or on the base unit, such as light bulbs, ceiling mount kit, memory disks or disk, disposable memory devices, carrying cases or stylus pens, or any other parts/components requiring regular maintenance.

### **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 Acer's or an extended warranty or are a result of a recall, regardless of the Acer'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;
- Consequential loss of any kind;
- Failure of the Product caused by mechanical or electrical breakdown not resulting from Accidental Damage;
- Any Product that is damaged, subject to loss or stolen while located outside of Australia;
- 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, Accidental Loss or Theft 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 has suffered damage whilst not kept in a protective cover;
- 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, acts of god or consequential loss of any nature except lightning, hail, explosion, earthquake, volcanic eruption, storm and water damage.
- 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 Acer's instructions;
- Cost of installation, set-up, diagnostic charges, removal, freight during repair or replacement or reinstallation of the Covered Product;
- Service where no problem can be found;
- Theft by the User, You or any of Your employees and/or their family members;
- Any Theft claim which is not substantiated by a colour photo showing signs forcible entry and a detailed police report indicating Violent Forcible Entry to a Locked Premises;

- Loss or damage due to Theft by an owner, employee, anyone an owner lives with or is related to, or by anyone who has unrestricted access to your premises;
- Loss or damage by Theft or attempted Theft but is covered if loss or damage occurs from any occupied building or vehicle;
- Loss or damage by Theft or attempted Theft but is covered if loss or damage occurs from any unoccupied building or vehicle following forcible entry;
- Loss or damage by Theft or attempted Theft in the open air but is covered if a product is under the direct control or supervision of an adult;
- Loss or damage by Theft or attempted Theft in the open air but is covered if a student is on the way to or from school, an organised extra-curricular activity, other places of residence or a medical appointment; or
- Loss or damage by Theft or attempted Theft in the open air but is covered if loss or damage occurs by force or intimidation.

## **CLAIMS**

### **ACCIDENTAL DAMAGE**

In the event of Accidental Damage to Your Product which might give rise to a claim under this Policy You shall:

Contact Acer on:

- Telephone: 1300 365 100

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 on Your Policy Schedule prior to any repairs taking place, or receiving a Replacement Product.

Where We have replaced the damaged Product or refunded the Original Purchase Price, 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.

### **ACCIDENTAL LOSS AND THEFT PROTECTION**

All claims must be lodged by completing a claim form within 7 days of the incident occurring. For Accidental Loss, You must also include a Statutory Declaration (signed and witnessed by a member of the Police force) detailing the circumstances which led to the cause of the Loss. For claims due to Theft of Your Product You must include at Your cost a police report for the Theft. A copy of the police report must be provided, together with colour photographs showing the point of Violent and Forcible Entry e.g. broken door, lock, window with another photo showing the address of the premises broken into. For Theft a detailed police report would be required stating the events of how the entry was gained into the premises in cases where a colour photo is insufficient to show the point of Violent and Forcible Entry. This Policy allows for one (1) whole unit replacement per contract year and limited to a maximum of two (2) replacements over the entire term of the Policy.

To lodge a claim, please contact Acer on:

- Telephone: 1300 365 100

You must cooperate with Acer and ensure that all the documents requested for are provided in order to be eligible for a Replacement Product.

If Your claim is accepted under the Policy, You will be required to pay the Excess applicable as outlined on Your Policy Schedule prior to receiving a Replacement Product.

### **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 Acer'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 (7) days of the sale. Our total liability under the Policy is not increased as a result of any such transfer.