# Important things you need to know

**Device Protect**

Combined Product Disclosure Statement, Policy Terms and Conditions and Financial Services Guide

OPTUS

## COMBINED PRODUCT DISCLOSURE STATEMENT, POLICY TERMS AND CONDITIONS AND FINANCIAL SERVICES GUIDE

This Combined Financial Services Guide (FSG) and Product Disclosure Statement (PDS) includes the FSG for Optus Mobile Pty Limited (ABN 65 054 365 696) and the PDS for Device Protect and was prepared on 1 June 2016. Its distribution has been authorised by the Insurer.

In this Combined PDS, Policy Terms and Conditions and FSG:

**"Device Protect"** is the name of the insurance product specified in the PDS, and is subject to the terms and conditions of this document.

**"Insured Equipment"** or **"Optus Device"** means the device(s) named as insured device(s) in the records of Optus Mobile Pty Limited at the time of its loss including any accessories provided with the device, or any replacement of those accessories for which you have proof of purchase, including but not limited to chargers, head phones, hands free or booster kits. 'Insured Equipment' or 'Optus Device' does not include wearable devices such as smart watches and fitness activity trackers.

"we", "us" and "our" means Optus Insurance Services Pty Limited (ABN 12 005 711 928).

"you" and "your" means the customer named in the applicable service of Optus Mobile Pty Limited.

## PRODUCT DISCLOSURE STATEMENT

**Product disclosure statement**

This PDS is designed to help you understand what you need to know about the Device Protect policy so that you may make an informed decision about the product.

**Insurance details**

The Policy is issued by Optus Insurance Services Pty Limited (ABN 12 005 711 928) AFSL No. 247379 (Insurer) and can be arranged by Optus Mobile Pty Limited (ABN 65 054 365 696) (Optus). You may contact Optus on 1300 300 937 or by writing to PO Box 53 Collins Street West, Melbourne VIC 8007.
You may contact the insurer on (08) 7223 1716 or by writing to PO Box 7087, Adelaide SA 5000.
The full terms, conditions and exclusions applying to your Policy are set out in:

- your application;
- this PDS, including the Policy Terms and Conditions;
- any supplementary PDS that the Insurer gives to you; and
- each Optus bill that includes your monthly charge.

The Insurer will issue your Device Protect on the date that your application is received. Device Protect is only available at the time of purchasing a new device from Optus. However, your insurance protection only commences after the device is active on the Optus Network and has made an outbound call or uploaded/downloaded data.

**Raincheck**

If you are an existing Device Protect customer and purchase a new Optus Device service, your Device Protect will cover your existing Optus Device until you receive your new Optus Device. At this time, cover for your old Optus Device ends and cover for your new Optus Device starts. Continuation of cover is subject to renewal and payment of premium.

**Significant benefits**

Under this Policy, the Insured Equipment will, at our discretion, be repaired, exchanged with a remanufactured unit or replaced with a new unit if:

- it is lost, stolen or accidentally damaged; or
- there is a mechanical or electronic breakdown/failure that is not covered by the manufacturer's warranty or consumer guarantee under the Australian Consumer Law.

You are covered for the above losses regardless of where the event giving rise to the loss occurs (that is, anywhere in the world).

The maximum amount payable for any claim is $2,000 (including GST and the unauthorised usage limit described below), less the excess applicable to the claim (as set out below).

When you make a valid claim under your Policy, you will also be entitled to claim for reimbursement of costs incurred as a result of any unauthorised use of the Insured Equipment within the twelve hours immediately prior to you notifying Optus of it being it lost or stolen (up to a maximum of $600 including GST).

**Exclusions**
This Policy will not cover you for any of the following:
(a) Loss or damage to Insured Equipment caused by fire;
(b) Loss or damage as a result of mechanical breakdown or failure to the Insured Equipment after two years after the original purchase date;
(c) Loss or corruption of any data or software stored within the Insured Equipment resulting from any cause whatsoever;
(d) Loss of use or consequential loss (including but not limited to expectation or profit loss, and even if such losses arise naturally, according to the usual course of things) of any kind;
(e) Damage to Insured Equipment due to improper or abnormal use, any process or while actually being worked upon and resulting therefrom, including but not limited to unauthorised repairs;
(f) Wear and tear, gradual deterioration or inherent vice of Insured Equipment;
(g) Marring or scratching of Insured Equipment;
(h) Loss or damage to Insured Equipment due to lawful seizure, including repossession or other operation of law;
(i) Loss or damage to or malfunction of Insured Equipment where no actual known and identifiable event can be ascribed to causing the loss, damage or malfunction.
(j) Loss or damage to any Insured Equipment which has had its serial number label removed, defaced or altered;
(k) Loss or damage to Insured Equipment arising from any intentional act by you or anyone acting as your agent; and
(l) (i) Insured Equipment for which you cannot produce proof of purchase.

You should back up the data that is on your device. Repair, replacement with a remanufactured device or replacement with a new device will result in loss of data.

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefit under this insurance, or if any loss or damage or destruction is occasioned by your wilful act or with your connivance, we will (subject to the Insurance Contracts Act) be entitled to refuse to pay, or reduce the amount payable, under the relevant claim.
If there is another insurance under which you would be entitled to seek an indemnity for such loss or damage, you must inform Optus and provide Optus with details in respect of the other insurance.

No loss will be paid hereunder if you have already been indemnified for the loss from another source.

**Cost**
The premium for your Device Protect is $14 per month, which includes GST. Optus may vary the monthly insurance charges at any time by giving you 30 days' notice. The premium will be billed direct to your monthly bill for your Optus Device service. The premium provides you with one month's insurance cover. Each month on the expiry of your cover you are able to renew the policy for a further month by paying the premium shown on your monthly bill.

**Excess**
You must pay the following first amounts when you make a claim relating to:

- Damage = $100
- Lost/Stolen = $200

**Who to talk to**
If you are not satisfied with our services and wish to make a complaint, please contact the Customer Claims Unit on 1800 501 971. If your complaint is not satisfactorily handled, you may raise the matter directly via our Internal Disputes Resolution process by:
**Phone:** (08) 72231716 | **Email:** IDR@likewize.com
**Address:** PO Box 7087, Adelaide SA 5000

If this Internal Disputes process does not resolve your dispute to your satisfaction, you can raise the matter directly with the Australian Financial Complaints Authority, or AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

**Website:** www.afca.org.au | **Email:** info@afca.org.au
**Telephone:** 1800 931 678 (freecall)
**In writing to:** Australian Financial Complaints Authority,
GPO Box 3, Melbourne VIC 3001

**Cooling off period**
You have 19 days from the date your cover is issued to check that Device Protect meets your needs – this is known as the "cooling- off" period.
If you decide to cancel your cover within the cooling-off period, this request must be made by calling Optus Customer Service:

Consumer Customers: call 1300 300 937
Small & Medium Business Customers: call 133 343 Optus Business Mobile Customers*: call 1300 133 334

* Optus Business Mobile customers may be required to provide a written request to cancel the insurance cover.

If you decide to cancel your cover within the cooling-off period, the Insurer will cancel your cover when your request is received by the Insurer and will refund any premiums you have paid (except any amounts of tax or duties which it is unable to recover). Please note that you cannot exercise your right of cooling-off if you have made a claim under the cover during the cooling-off period.
Updating the PDS

**Updating the PDS**
This PDS is up to date at the time it was prepared. Information that is not materially adverse information is subject to change from time to time. If there is a materially adverse change to the PDS, the Insurer will issue a supplementary or replacement PDS. For other changes, you can obtain up to date information at any time by contacting Optus Customer Service on 1300 300 937. A paper copy of any updated information can be provided without charge, on request.

**How we will communicate with you**

By purchasing Device Protect you agree that we will send any notices and other communications in relation to the Device Protect to your nominated email address or to your Optus Device mobile number. If we are unable to send electronic communications, we will send notices and other communications to your nominated mailing address. You must tell us if your nominated contact details change as you could be at risk if you do not receive important notices and information. We may, at our discretion, send the invoice containing your premium charges to your nominated mailing address, which may include offers of renewal or notices of non-renewal of your Device Protect.

## POLICY TERMS AND CONDITIONS

**Basis of settlement**

We will, at our option, either repair any damaged/failed Insured Equipment to a condition as far as possible equal to its condition at the time of the damage or failure, or replace any lost, damaged or failed Insured Equipment with similar or equivalent items. At our option, replacement equipment may include remanufactured or used equipment.

If we replace your device with a new device, you may choose to replace the Insured Equipment with an upgraded model, in which case you will be required to pay the difference in value for the upgraded equipment.

Replacement devices in settlement of claims, subject to market availability and geographic location, will be available to you within 2 business days of us agreeing settlement with you.

**Conditions**

1. You shall at all times keep the Insured Equipment in a proper state of maintenance or repair and shall take all reasonable precautions to prevent its loss or damage.
2. In the event that you have a valid claim, you must pay any outstanding or overdue charges on your mobile account before we process your claim. Otherwise, subject to applicable laws, we will pay those charges for you and reduce any amount we pay to you by that amount. If we decide to repair or replace the Insured Equipment, you must pay Optus that amount before we effect the repair or supply the replacement equipment.
3. Cover on the Insured Equipment ceases at the time you sell it or pass your right, title or interest in the Insured Equipment to another person. To arrange insurance on any new equipment which replaces the Insured Equipment, you must notify Optus Customer Service on 1300 300 937.
4. In the event of a claim, you agree that Optus is authorised to make available to us the full details of your Optus Device service account including its call history.
5. Where any claim is settled by us by provision of a replacement or a remanufactured device, you agree that all rights, title and ownership of the device claimed for passes to us.
6. If you are eligible for a new device and choose to replace the Insured Equipment with an upgraded model, or if the same model is no longer available, we will be liable for the current market value of the Insured Equipment only and you will be required to pay the difference in value for the upgraded equipment.

**Renewal and cancellation**

Each Optus Device service account that includes a monthly insurance charge is deemed to be an offer of renewal for a further monthly period and your payment of each such account is accordingly your acceptance of the renewal offer.

This Policy may be cancelled by you at any time, or by us in accordance with the terms of the Insurance Contracts Act 1984. If you want to cancel your Policy, call Optus on 1300 300 937.

**Termination**
This Policy will terminate:

- on the date the Optus Device service for the Insured Equipment is cancelled (unless replaced with a new Optus Device service); or
- on the date you sell or pass your right, title or interest in the Insured Equipment to some other person (unless replaced with a new Optus Device service).

**Claims procedure**
If you want to make a claim under your Policy please call Optus on 1300 300 937 or submit your claim online at optus.com.au

All claims must be made within 30 days of the occurrence of the event or accident causing the loss or damage.

If your claim relates to Insured Equipment that has been lost or stolen, within 48 hours you must:
- report the loss to the police; and
- instruct Optus to immediately suspend use of your SIM card and handset.

Important Notice: Repairs must not commence or replacement of equipment be undertaken unless authorised by us or Optus. No claims will be paid if you fail to comply with the claims procedure, commence repairs or undertake replacement without authorisation.

**Privacy**
Optus and the Insurer may collect your personal information, including your name, current and previous addresses, date of birth, employer, driver's licence number, service number, and your personal and commercial credit information or credit rating. If you do not provide this information, we may not be able to provide you with Device Protect. Optus may use this information:
- for purposes related to the supply of Device Protect
- to consider your application for Device Protect or other Optus group services;
- to market, promote or provide you with information about promotions, as well as the products and services of other Optus group companies and other organisations; and
- disclose this information for the above purposes to credit reporting agencies or credit providers, another Optus group company, unrelated third parties, suppliers and joint venture partners.

Optus may refuse or cancel the supply of services on the basis of its credit assessment of you.

Optus is required by law to collect, use or disclose personal information about you including to the operator of the Integrated Public Number Database or to law enforcement agencies.

You can opt out of receiving marketing information by contacting Optus Customer Service on 1300 300 937 and making this request.

You are entitled to contact Optus to see, and to correct, any personal information or credit information that Optus holds about you.

Further privacy information is available from the Optus Privacy Policy at optus.com.au/privacy or by contacting Customer Service on 1300 300 937.

## FINANCIAL SERVICES GUIDE

**About us**

Optus is a corporate authorised representative of the Insurer (Authorised Representative no. 263122) with the same authorisations as the Insurer. The Insurer is licensed to provide general financial product advice for general insurance products (AFSL No. 247379) and to deal in a financial product by issuing, applying for, acquiring, varying or disposing of general insurance products. When arranging the Policy, Optus is acting on behalf of the Insurer, under a binder arrangement. This means that cover is issued to you when Optus receives your application.

The Insurer is responsible for this FSG and has authorised its distribution.

**Our services**

Optus can give you information about Device Protect and can arrange for issue, renewal or variation of your Policy. Optus cannot provide any advice about whether this product is suitable for you. To assist you to decide whether to purchase this Policy, please refer to the information contained in the PDS. You should carefully read the PDS before you purchase the Policy to decide if the product suits your needs, objectives and financial situation.

**How are we paid?**

The Insurer receives the premium (the insurance charge shown on your account) payable in respect of each Device Protect policy issued.

Optus retains a commission of 8% (after deductions of stamp duties which vary from state to state) of the monthly insurance charge shown on your account. Optus pays a once only fee of an average of $18.00 to their Optus World franchisees, Premium Dealers, Exclusive Retailers, Authorised Dealers, Authorised Retailers and Optus Business Direct channels for each Policy they sell during the previous month.

Device sales staff are eligible for incentives in the form of points where staff may redeem points and choose their prizes from a variety of goods and services. From time to time, other volume- based prizes are also available to device sales staff.

**What should I do if I have a complaint?**

If you are not satisfied with our service and wish to make a complaint, please refer to the procedure set out in the PDS.

**Contact details**

The contact details of Optus are:
Optus Mobile Pty Limited Optus Centre Sydney
1 Lyonpark Rd
Macquarie Park NSW 2113 1300 300 937

**The contact details of the Insurer are:**

Optus Insurance Services Pty Limited
PO Box 7087,
Adelaide SA 5000
(08) 7223 1716

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