

# PERSONAL PREMIUM COVER

Combined Product Disclosure Statement and Financial Services Guide (PDS/FSG)

## MOBILE & GADGET INSURANCE

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| <input checked="" type="checkbox"/> Accidental Damage | <input checked="" type="checkbox"/> Worldwide Cover    |
| <input checked="" type="checkbox"/> Liquid Damage     | <input checked="" type="checkbox"/> Accessories        |
| <input checked="" type="checkbox"/> Malicious Damage  | <input checked="" type="checkbox"/> Theft              |
| <input checked="" type="checkbox"/> Loss              | <input checked="" type="checkbox"/> Unauthorised Usage |



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## HOW TO CONTACT THE *CLAIMS ADMINISTRATOR*



### Claims Team

- ☎ By Phone: Call the **Claims Administrator** on 1300 561 098  
Monday to Friday 9.00am to 5.00pm AEST
- @ By Email: Contact the **Claims Administrator** at [SwitchedOnInsurance.AU@assurant.com](mailto:SwitchedOnInsurance.AU@assurant.com).
- ✉ By Post: Mail the **Claims Administrator** at VSC, PO Box 246, Balwyn VIC 3103

### Sales Team

- @ By Email: Contact Switched On Insurance at [gadget.sales@SwitchedOnInsurance.com.au](mailto:gadget.sales@SwitchedOnInsurance.com.au).

## ABOUT *YOUR* INSURANCE



Taurus Insurance Services Limited (trading as Switched On Insurance) ARBN 647 587 086, C/o DPR Chartered Accountants, PO Box 7146, Northwest NSW 2153, arranges for the issuance of the **policy** and performs **policy** administration functions on behalf of the insurer.

Switched On Insurance acts as an authorised representative (AR No 001295953) for the insurer. In issuing this **policy** Switched On Insurance is acting as the insurer's agent and not as **your** agent. Switched On Insurance will receive payment for issuing and administering this **policy** on the insurer's behalf, please refer to the Financial Services Guide for details.

Virginia Surety Company, Inc ("VSC") ARBN 080 339 957 AFSL 245579 of Level 2, 693 Burke Road, Camberwell Vic 3124 is the preparer of this Product Disclosure Statement (PDS). This PDS was prepared on 1 February 2023.

VSC is the insurer providing cover under this **policy** and adjudicates and administers claims for this **policy**. VSC is a part of Assurant, Inc a global provider of risk management solutions.

Some words have a special meaning in this Product Disclosure Statement and Financial Services Guide ("PDS/FSG") and are shown in bold italics throughout. These words are listed under DEFINITIONS at the end of this document.

This PDS/FSG is designed to help **you** make an informed choice before deciding to buy this **policy**. If **you** buy this **policy** this document forms part of the contract between **you** and **us**.

Please note that any recommendations or opinions in this document are of a general nature only and do not take into account **your** objectives, financial situation or needs.

This PDS plus the Policy Schedule forms **your** Consumer Insurance Contract.

All amounts mentioned in this PDS/FSG are GST inclusive.

**We** can only insure a **gadget** that is:

1. purchased new or refurbished from an **Australian** GST registered company and supplied with a **proof of purchase**;
2. **registered** and appears on **your** Policy Schedule; and
3. is no more than 6 months old at the time of purchasing insurance for the **gadget**.

Please note: The **gadget** must be in good condition and in full working order at the time of initial purchase of the **policy** or at the time of replacing a **gadget** on **your policy**.

Second hand or used **gadgets** are not coverable under this **policy**.

For the purpose of this **policy** a **gadget** can be either of the following items: a Mobile Phone or a Tablet Device (a one-piece device with a touchscreen interface and no physical keyboard).

If **you** are unsure as to whether **your gadget** is covered in the above list, please contact Switched On Insurance via email at [gadget.sales@SwitchedOnInsurance.com.au](mailto:gadget.sales@SwitchedOnInsurance.com.au).

Where **your gadget** is a mobile phone, **we** will only provide cover if the device has a functioning SIM registered at **your** address. In the event of a claim **we** will request **your** call records to prove that the **gadget** has been in use since **policy** inception and up to the event giving rise to the claim.

## Protecting *your gadget*

Here are some measures *you* can take to help protect or track *your gadget* whether or not it is covered by an insurance *policy*:

We've all been there, dropping *your* device is a sure-fire way to damage *your* device. However, *you* can protect against this by simply buying a case, which will go some way to keeping *your* device safe.

Don't forget to also keep a record of *your* mobile phone's IMEI number, this is unique to *your* handset, and should the worst happen, it will allow *you* to be reunited with *your* device. *You* can find this by typing *\*#06#* into *your* handset's keypad.



For added security *we* recommend adding a pin code or password to all *your* devices. This will ensure that *your* personal information remains private should it fall into the wrong hands.

There are also a variety of tracker applications which could enable *your* device to be found. Please always contact the police and let them retrieve the device, never take the law in to *your* own hands!

Always avoid using *your* device in public places in situations where *you* might be distracted, such as exiting public transport. These situations make easy targets for thieves.



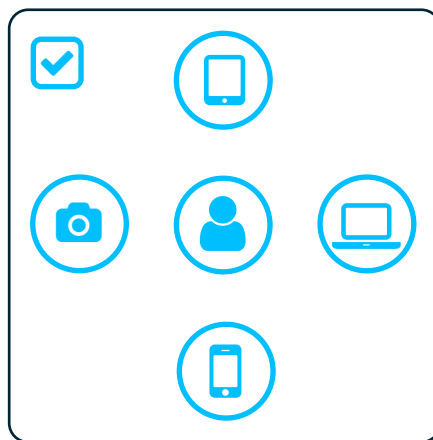
Please keep **your** insurance documents safe.

When **you** purchased this insurance **policy you** selected the **level of cover** that was most suitable for **your** needs. Should **you** require an alternative **level of cover** at any point, please do not hesitate to email Switched On Insurance at [gadget.sales@SwitchedOnInsurance.com.au](mailto:gadget.sales@SwitchedOnInsurance.com.au) to discuss any other options that may be available to **you**.

This insurance has been specifically designed to provide insurance protection for **your gadget** and meets the demands and needs of individuals who must be:



A Resident of **Australia**



The owner of the **gadget** or an **immediate family** member of the **gadgets'** owner



Over the age of 18

And would like to cover against:

**Accidental Damage**

**Worldwide Cover**

**Liquid Damage**

**Accessories**

**Malicious Damage**

**Theft**

**Loss**

**Unauthorised Usage**

Please note: There are some exceptions or exclusions relating to the cover provided by this **policy** and it is therefore important that **you** read the section headed "What **we** will not cover".

**Your Duty of Reasonable Care:** **You** have a duty to take reasonable care not to make a misrepresentation. When entering into an insurance contract, **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 answering the questions. **You** have this duty until **we** agree to insure **you**. **We** will use the answers to decide whether or not to insure **you** and anyone else named on the **policy** and on what terms **we** will provide cover. It is important that **you** understand **you** are answering questions for **yourself** and these answers will affect anyone else **you** want to be covered by the **policy**. **You** have the same duty to disclose this information before **you** extend, vary, or reinstate this **policy**.

**If you do not tell us something:** If **you** do not tell **us** anything **you** are required to tell **us**, **we** may cancel **your** insurance **policy** or reduce the amount **we** will pay if **you** make a claim, or both. If **your** failure to tell **us** anything relevant is fraudulent, **we** may refuse to pay a claim and treat the **policy** as if it never existed.

**Important Information:** The **gadget** must be in good condition and full working order at the time of purchasing the **policy**. If there is evidence that the **gadget** was damaged, lost or stolen prior to the **policy** inception date, this will result in **your** claim being refused. **We** may also inform the Police and take further legal action against **you**. **You** must be an Australian resident so that **we** can issue the **policy** and service **your** claim locally in **Australia**.

Switched On Insurance and VSC have not provided **you** with a personal recommendation as to whether this **policy** is suitable for **your** specific needs, so **you** must decide **yourself** whether it is or not. **You** have made a reasoned decision based on the information provided and can cancel this insurance at any time should **you** decide the cover is no longer suitable (please refer to the cancellation conditions contained in this **policy** for full details).

If **you** have any disability that makes communication difficult, please tell **Switched On Insurance** and **they** will be pleased to help.

## POLICY TERMS AND CONDITIONS



This part of the Product Disclosure Statement (PDS) tells **you** everything that is covered and what is not covered. It must be read in conjunction with **your** Policy Schedule. These documents plus any amendments to and any applicable supplementary PDS make up the contract between **us** and **you**. Please keep this document together with **your** Policy Schedule in a safe place in case **you** need to read them again or make a claim.

If any of the details are incorrect, please contact Switched On Insurance immediately via email at [gadget.sales@SwitchedOnInsurance.com.au](mailto:gadget.sales@SwitchedOnInsurance.com.au).

**Your** Policy Schedule tells **you** the **registered gadget** which is covered under this **policy**. If any of the details are incorrect, please contact Switched On Insurance immediately via email at [gadget.sales@SwitchedOnInsurance.com.au](mailto:gadget.sales@SwitchedOnInsurance.com.au).

This document, combined with **your** Policy Schedule, certifies that in return for payment of the premium **we** agree to insure **you** in accordance with the terms and conditions contained in these documents.



This insurance **policy** provides insurance for **your registered gadget** whilst **your policy** is in force, as shown in **your** Policy Schedule, subject to the terms, conditions, and limitations shown below.

## Period of cover

The **policy** is a 12 month renewable **policy** where **you** have the option to pay for **your** premium annually or monthly by direct debit from a bank account or credit card **you** nominate. **Your** choice will be confirmed on **your** Policy Schedule. The due date for payment of the annual premium or monthly instalment will be specified on the Policy Schedule.

If **you** pay **your** premium annually and **you** do not pay by the due date, **we** will give **you** a written notice of cancellation of **your policy**.

If **you** pay **your** premium by monthly instalments and **you** do not pay the first instalment by the date it is due, **we** will give **you** written notice of cancellation of **your policy**. For any other monthly instalment, if an instalment remains unpaid for one month after it is due, **your policy** will be cancelled at the end of that one month period. If an instalment remains unpaid for 14 days after it is due, **we** will refuse any claims for incidents that occur from this date unless **you** settle the outstanding balance.

An instalment is unpaid if it is dishonoured, rejected, not received or Switched On Insurance are otherwise unable to deduct it from the nominated credit card or account. Should any premium(s) fall into arrears due to non-payment, Switched On Insurance will automatically re-attempt to collect any outstanding premium(s).

If **you** chose to pay annually or monthly, **your** insurance starts at the time of purchase, renewal, or **policy** start date, whichever is later, and lasts for a period of twelve months provided **you** pay **your** premium when it is due. The premium **you** pay is determined by **your gadget** (the type, make, model and value) and **level of cover** selected and whether **you** pay annually or monthly as specified at the time of purchasing or renewing the insurance. **Your** premium also includes amounts that take into account **our** obligation to pay any relevant compulsory government charges, taxes or levies (e.g. GST and Stamp Duty) in relation to **your policy**. These amounts are included in **your** Policy Schedule as part of the total premium.

All premium collections will be administered by Switched On Insurance.





### **Accessories**

In the event of a claim being agreed by **us** in respect of **your gadget**, **we** will replace any **accessories** damaged or stolen at the same time as **your gadget** up to a maximum of, either the **purchase price** or \$50, whichever the lesser.

### **Accidental Damage**

**We** will repair or replace **your gadget** if it is damaged as the result of **accidental damage**, providing the **gadget** is returned to **us**.

### **Malicious Damage**

If **your gadget** suffers **malicious damage**, **we** will repair or replace it. Where only part or parts of **your gadget** have been damaged, **we** will only replace that part or parts.

### **Worldwide Cover**

This insurance covers a **gadget** for use in **Australia**. Cover is extended to include use of the **gadget Worldwide** for unlimited trips up to a maximum of 90 days per trip, subject to any repairs being carried out in **Australia** by **our** authorised repairers.

### **Theft**

If **you** suffer **theft** of **your gadget**, **we** will replace it (in respect of a valid **theft** claim).

### **Unauthorised Usage**

Following the **Theft** of **your gadget**, we will refund the cost of **unauthorised usage** up to a maximum of \$1,000.



## Policy excess

A **policy excess** must be paid by **you** in respect of each and every valid claim being claimed for under each incident.

The **excess** amount is determined by the sum insured as detailed in the following table:

Sum Insured	Excess
\$300 to less than \$900	\$149
\$900 to less than \$1,500	\$199
\$1,500 to less than \$2,000	\$249
\$2,000 to less than \$3,000	\$299

## Loss exclusion

**We** will not pay any claim for **Loss** of the **gadget** under this **level of cover**.

## Theft exclusions

**We** will not pay any claim:

- ✎ unless a Police report is provided in support of the **theft**. Lost property reports will not be accepted in support of the **theft** claim;
- ✎ where the **gadget** has been stolen from any motor vehicle, unless the vehicle is locked, and all protections are in operation (including those to prevent unauthorised keyless entry to the vehicle) and the **gadget** is concealed out of sight so that forced and violent entry into the vehicle is required. Evidence of the thief's damage to the vehicle must be provided with **your** claim;
- ✎ where the **gadget** has been stolen from any premises unless force, resulting in damage to the premises, was used to gain entry or exit. A copy of the repairer's account, or alternatively a signed letter from the accommodation provider detailing such damage, must be supplied with any claim.

## General exclusions

**We** will not pay for:

1. any claim where the **gadget** has not been **registered** and therefore is not listed in **your** Policy Schedule.

2. any claim for a **gadget** where **your** insurance premiums are in arrears and **you** do not settle the outstanding balance.
3. any claim where **you** have failed to take reasonable precautions to prevent **damage** or **theft**. This will include, but not limited to:
  - a. using **your gadget** in accordance with the manufacturer's instructions;
  - b. if left unattended in a vehicle or premises, **you** are to ensure that the **gadget** is out of sight and that all locks and security devices are actioned;
  - c. not handing **your gadget** to a person who is not known to **you** or a third party, other than **your immediate family**.
4. any claim where the IMEI/Serial number cannot be determined from **your gadget**.
5. any claim where **proof of usage** cannot be provided or evidenced (applicable only where the **gadget** is a Mobile Phone or in respect of a Tablet Device where user history is available).
6. any **theft** claim where **your gadget** is a mobile phone and does not contain **your** SIM card relating to **your** nominated contracted mobile phone number at the time of **theft**.
7. any claim where the **excess** has not been paid to the **Claims Administrator**.
8. any kind of damage whatsoever unless the damaged **gadget** is provided for repair.
9. any **gadget** failure unrelated to **accidental or malicious damage**.
10. any claim solely for components of **your gadget** that would be considered a consumable e.g. batteries.
11. any damage resulting from a repair to **your** device carried out by a repairer that has not been authorised by the manufacturer or the **Claims Administrator**.
12. any claim for a **gadget** where the damage is caused by fire.
13. Any **unauthorised usage** unless associated with a valid **theft** claim.
14. any claim for a **gadget** which was more than 6 months old at the time of the initial purchase of the **policy**.
15. any **accidental damage** or **theft** to any **accessories** that were not bought with and attached to **your gadget** at the time of the incident occurring and subject to the limit of liability in respect of any claim for **accessories**.
16. any repairs or other costs for repairs carried out by anyone not authorised by **us**.
17. any claim where there is evidence that the **damage** or **theft** occurred prior to inception of the **policy**.
18. any claim for a **gadget** that does not meet the "Criteria" as listed within the definition of **gadget**.
19. loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any **computer virus** or similar mechanism or as a result of any failure of the Internet, or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

20. any claim for **malicious damage** which was caused by **you** or **your immediate family**.
21. the GST element of any claim if **you** are registered for GST.
22. any **damage** or **theft** to SIM or memory cards in isolation (unless it accompanies a valid claim for **your gadget**).
23. cosmetic damage to the **gadget** or **accessories** that has no effect on the functionality of the **gadget** or **accessories**, to include marring, scratching and denting.
24. any modifications that have been made from the original specifications of the **gadget**. This would include things like adding gems, precious metals or unlocking **your gadget** from a network.
25. any claim where **you** knowingly leave **your gadget** somewhere where **you** can't see it, but others can, and it is at risk of being lost, stolen or damaged. For example - in a restaurant or a pub where **you** go to the toilet or bar leaving **your gadget** on a table instead of taking it with **you**.
26. loss of any software or firmware failures.
27. any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation (Cyber Attack), as a means for inflicting harm, of any system, software programme malicious code, Virus or process or any other electronic system.
28. any claim resulting from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind.
29. any claim resulting from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
30. any **theft** or **accidental damage** of the **gadget** left as checked in baggage.
31. any **theft** or **accidental damage** to the **gadget** as a result of confiscation of detention by customs, other officials or authorities.
32. any expense incurred as a result of not being able to use the **gadget**, or any loss other than the repair or replacement costs of the **gadget**.
33. any claim for **damage** or **theft** caused by deception.
34. any claim for **worldwide cover** if **your** trip has been for a period of more than 90 days or if the claim occurs as a direct result of **you** travelling to a country where the Australian Government have advised against all travel, typically Level 3 and 4 designated countries. Please check the following website for travel advice provided by the Australian Government <https://www.smarttraveller.gov.au/consular-services/travel-advice-explained>.

## Claims Procedures

How to make a claim:

In the event of any incident likely to give rise to making a claim **you** must notify the **Claims Administrator** on 1300 561 098, as soon as possible following the discovery of the incident (or in the event of the incident occurring outside of **Australia**, as soon as reasonably possible upon **your** return to **Australia**).

Where there are exceptional circumstances causing **your** delay in reporting **your** claim and where there is no additional loss to **us**, **your** claim may still be considered.

**You** must: (Failure to observe these may invalidate **your** claim)

- ✍ report the **theft** of **your gadget** to **your** network provider within 24 hours of discovery so they can block **your** handset/item (where this is applicable).
- ✍ report the **theft** of **your gadget** to the Police within 24 hours of discovery and obtain a police report reference number in support of a **theft** claim and a copy of the police report.
- ✍ Not attempt to repair the item **yourself** or use an unauthorised repairer or this will invalidate the cover.
- ✍ complete and return any claim form or documents as required by the **Claims Administrator** as soon as possible following the discovery of the incident.
- ✍ Pay the **excess** as requested by the **Claims Administrator**.
- ✍ provide details of any other contract or insurance that may apply to the **gadget** including, but not limited to, household insurance (where appropriate a rateable proportion of the claim may be recovered direct from these Insurers by **us**).
- ✍ provide the **proof of purchase** of the **gadget** for which **you** are claiming. Such **proof of purchase** must evidence that **you** own that particular **gadget**, which may include the IMEI number or serial number (where applicable in respect of mobile phones and some tablet devices) and other identifying details where appropriate.
- ✍ provide the **proof of usage** (in respect of mobile phones) from **your** Network that confirms the mobile phone has been in use since **policy** inception and up to the event giving rise to the claim.

## Repair and Replacement Equipment

- ✍ In the event that **your** claim is authorised, and **your gadget** is either required to be replaced due to **theft** or is deemed beyond economical repair and will therefore have to be replaced, **we** will endeavour to replace it with a **gadget** of an identical specification or the equivalent value taking into account the age and condition of the **gadget**. Where **we** replace the **gadget**, the replacements may be refurbished (not brand new). This is not a new for old insurance **policy**. (Gift cards or vouchers may be used as an alternative method of claims settlement at **our** full discretion).

- ✍ Where **gadgets** presented for repair may be replaced by refurbished goods of the same type rather than being repaired, the refurbished goods come with a 12-month warranty. Refurbished parts may be used to repair the **gadget**. Repairs come with a 3-month warranty.
- ✍ Where **we** send **you** a replacement or repaired **gadget**, this will only be sent to an address in **Australia**.
- ✍ Please note: It may not always be possible to replace **your gadget** with the same colour or finish, where this is not possible an alternative colour will be provided.
- ✍ Where replacement equipment has been issued and the original **gadget** is recovered, the original **gadget** becomes **our** property and must be returned to the **Claims Administrator** immediately. Please call the **Claims Administrator** on 1300 561 098 and they will provide details for its return.
- ✍ If **your** existing **accessories** are not compatible with the replacement item that **we** have provided, **we** will cover the cost of replacing the **accessories**, on production of **your proof of purchase** for these.

#### Limit of Liability

**Our** liability, in respect of any one claim, will be limited to:

- ✍ The replacement cost of each **gadget** being claimed for and, in any event, shall not exceed the maximum liability for each **gadget** as shown on **your** Policy Schedule or the current market value of each **gadget**, whichever is lowest.
- ✍ **Our** liability, in respect of **accessories** will be limited to the replacement cost of the **accessories**, subject to a maximum of, either the **purchase price** or \$50, whichever the lesser. This is subject to a valid claim for **theft** or **accidental damage** of **your gadget** where the **accessories** are stolen or damaged at the same time as **your gadget**.
- ✍ **Our** liability in respect of **unauthorised usage** due to a **theft** claim will be limited to unauthorised calls, messages and downloads made from **your gadget** after it was stolen. Cover will only apply to **unauthorised usage** within 24 hours of discovery of the **theft** of **your gadget**. **We** will refund the cost of **unauthorised usage** up to a maximum of \$1,000, subject to a valid claim for **theft** and only if no protection from such losses are provided by **your** network provider.

#### Average Clause

Where the sum insured by **you**, as detailed in **your** Policy Schedule, is less than the **purchase price** of the **gadget** the amount **you** are able to claim will be calculated as follows:

Amount of Claim = Actual Loss × (sum insured / **purchase price**)

Example:

If **your gadget** was purchased for \$1000 but insured with a value of \$500, 50% of its real value, **we** will only be liable to pay 50% of the claimed amount.

#### Fraud

**We** employ a dedicated team of fraud specialists. If any fraudulent or misleading claim is made or if any fraudulent or misleading means are used under this insurance, **you** will not be allowed to continue with **your** claim and **your policy** will be cancelled with immediate effect and no refund will be returned.

The **Claims Administrator** will be entitled to instruct an investigation into **your** claim and recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. The **Claims Administrator** may also inform the Police and/or any law enforcement agency about the circumstances of any fraudulent claims. **We** may also prosecute those who make fraudulent or misleading claims.

## POLICY CANCELLATION



### Cooling Off Period

**You** may cancel the insurance within 21 days of receiving the insurance documents. Should **you** decide the insurance is no longer appropriate or required, please contact Switched On Insurance via email at [gadget.sales@SwitchedOnInsurance.com.au](mailto:gadget.sales@SwitchedOnInsurance.com.au). **You** will receive a full refund of any premium already paid provided that no claim has been made and **you** do not intend to make a claim.

### After the Cooling Off Period

If **you** chose the monthly pay option:

**You** can cancel **your** cover at any time by contacting Switched On Insurance via email at [gadget.sales@SwitchedOnInsurance.com.au](mailto:gadget.sales@SwitchedOnInsurance.com.au). If **you** cancel following the 21-day cooling-off period, **your** cover will continue until the end of the period for which **you** have already paid. There will be no refund of premium due as the premium paid will have been in respect of the cover already received.

If **you** chose the annual pay option:

**You** may cancel **your** insurance at any time by contacting Switched On Insurance via email at [gadget.sales@SwitchedOnInsurance.com.au](mailto:gadget.sales@SwitchedOnInsurance.com.au). **Your** cover will terminate upon receipt of **your** notice of cancellation. **We** will then calculate the proportionate premium for the period that **you** have not been insured, provided **you** have not made a claim during the period of insurance. If a claim has been made during the period of insurance, no refund of premium will be due.

### Cancellation by **us**

**We** may cancel this **policy** only for the reasons permitted by the Insurance Contracts Act 1984 (Cth). If so permitted to cancel the **policy we** will do so by giving **you** notice in writing in accordance with the Insurance Contracts Act 1984 (Cth).

If **we** cancel cover under **your policy**, then no further premium will be payable by **you**. **You** will continue to receive any benefits for a valid claim if **your** claim incident date was prior to the date **your policy** expired.



## Mid-Term Adjustments

Should **you** decide to replace **your gadget** with a new **gadget** whilst **your** insurance is in force, **we** will consider transferring the benefit of the insurance subject to the item remaining within the same premium banding as **your** original **gadget**. **You** must advise Switched On Insurance via email at [gadget.sales@SwitchedOnInsurance.com.au](mailto:gadget.sales@SwitchedOnInsurance.com.au) of the make, model and serial number/IMEI before **you** make any subsequent claim and in the event of such a claim **you** will need a **proof of purchase** showing details of the new **gadget**. The **gadget** must be in good condition and full working order at the time of adding the new **gadget** to the **policy**.

Please note: When replacing an existing insured **gadget** with a new **gadget** the terms and conditions of the insurance **policy** for the new **gadget** will apply exactly the same as if **you** were purchasing a brand-new **policy**.

In the event that any of **your** personal details change, such as address, email or contact numbers, please ensure **you** contact Switched On Insurance via email at [gadget.sales@SwitchedOnInsurance.com.au](mailto:gadget.sales@SwitchedOnInsurance.com.au) as soon as possible in order for **your** details to be updated and to prevent any delays when making a claim. Quote **your** existing **policy** number.

## Automatic Renewal of **your policy**

**You** will be contacted at least 30 days before the annual renewal date of **your policy**, and **we** will tell **you** if there are any changes to **your** premium or the **policy** terms and conditions (which will only ever apply at **your** next renewal date). **We** will then renew **your** insurance unless **you** advise **us** otherwise.

**Your** premium will continue to be collected by the method chosen by **you** at the time of the initial purchase.

If **your** payment details have changed, **you** can contact Switched On Insurance via email at [gadget.renewals@SwitchedOnInsurance.com.au](mailto:gadget.renewals@SwitchedOnInsurance.com.au). or visit [www.switchedoninsurance.com.au](http://www.switchedoninsurance.com.au) and log into "My Account" to amend **your** details. **You** can advise Switched On Insurance about any changes to **your policy** details at any time via email at [gadget.renewals@SwitchedOnInsurance.com.au](mailto:gadget.renewals@SwitchedOnInsurance.com.au).

If **you** do not want to auto renew **your policy**, **you** just need to contact Switched On Insurance via email at [gadget.renewals@SwitchedOnInsurance.com.au](mailto:gadget.renewals@SwitchedOnInsurance.com.au) or via the contact details provided in the renewal notice.

Unless **you** advise **us** to the contrary, **we** will automatically renew your **policy**.

If **we** are unable to collect **your** renewal premium **your policy** will lapse and **we** will advise **you** accordingly.

If **we** elect not to offer **you** a renewal, **we** will contact **you** at least 30 days before the annual renewal date advising **you** that **we** will not be offering to renew **your policy**.





What to do if **you** have a complaint or feedback

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. For **policy** administration matters contact Switched On Insurance via email at [complaints@SwitchedOnInsurance.com.au](mailto:complaints@SwitchedOnInsurance.com.au), or for claims matters call VSC on 1300 654 6111. 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@assurant.com](mailto:customerfeedback@assurant.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, **you** may refer the matter to the external disputes resolution body. The external disputes resolution body is the Australian Financial Complaints Authority (AFCA). AFCA may be contacted:

- by phone on 1800 931 678 (free call)
- by post: GPO Box 3, Melbourne VIC 3001
- by emailing them at: [info@afca.org.au](mailto:info@afca.org.au)
- on the web: [www.afca.org.au](http://www.afca.org.au)

AFCA provides an independent service which will investigate **your** complaint and provide a ruling at no cost to **you**.



### Premiums

When handling premium payments from **you** that are due to **us** Switched On Insurance act as **our** authorised agent. This means that when **you** pay a premium to Switched On Insurance it is deemed to have been received by **us**.

### Financial Claims Scheme

This **policy** may be a 'protected **policy**' under the Federal Government's Financial Claims Scheme (FCS) that applies in the event of an insurer becoming insolvent and the Federal Treasurer declaring that the FCS will apply to that insurer.

Payment of a claim under the FCS is subject to the Scheme's eligibility criteria being met.

### The General Insurance Code of Practice

**We** adhere to the General Insurance Code of Practice (Code). The purpose of the Code is to raise the standards of practice and service in the general insurance industry. The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. If **you** would like a copy of the Code or if **you** want more information about the Code or the CGC **you** can visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

### Privacy

#### How VSC respects **your** privacy

This Privacy Statement applies to VSC, who are referred to as "**we**", "**us**", "**our**" throughout this statement. **We** are committed to protecting **your** privacy in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

This Privacy Statement outlines how **we** collect, disclose and handle **your** personal information (including sensitive information) as defined in the Privacy Act 1988 (Cth).

#### Why **we** collect **your** personal information

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, offer renewals 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 Assurant Group including **our** companies within the regions of Asia-Pacific, UK, USA and South Africa. 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 <https://www.assurant.com.au/privacy-policy>.

By applying for the **policy**, **you** consent to **us** managing **your** personal information in accordance with **our** Privacy Policy.

### Goods and Services Tax

All the benefits listed in this **policy** include GST. Any claim settlements will include GST. However the amount **we** are liable to pay will be reduced by any input tax credit **you** are entitled to (if **you** are entitled to an input tax credit, **you** must tell **us** the extent of **your** entitlement).

### Other insurance

If any damage covered under **your policy** is covered under another insurance **policy**, **you** must give **us** details of such insurance.

Where **you** would be covered under **your policy** for the relevant damage or loss but another **policy** under which **you** are the contracting insured also covers (all or part of) the relevant damage or loss, **you** can choose which **policy**(ies) to claim under.

### Subrogation

**We** may, at **our** discretion, undertake in **your** name and on **your** behalf, control and settlement of proceedings for **our** own benefit, to recover compensation or secure indemnity from any party in respect of anything covered by the **policy** in the event that **your** claim under the **policy** is accepted.

**You** are to assist and permit to be done, all acts and things as required by **us** for the purpose of recovering compensation or securing indemnity from other parties to which **we** may become entitled or subrogated, upon **us** settling **your** claim under the **policy** regardless of whether **we** have yet settled **your** claim and whether or not the amount **we** pay **you** is less than full compensation for **your** loss.

## FINANCIAL SERVICES GUIDE

This Financial Services Guide (FSG) was prepared by Virginia Surety Company, Inc (VSC) ARBN 080 339 957 AFSL 245579 of Level 2, 693 Burke Road, Camberwell Vic 3124 on 1 February 2023. VSC has authorised the distribution of this FSG Taurus Insurance Services Limited (trading as Switched On Insurance) (ARBN 647 587 086, AR No 001295953).

## **Purpose of this FSG**

The purpose of this FSG is to help **you** make an informed decision about the services that VSC and Switched On Insurance offer and can provide to **you**. This FSG contains information about:

- VSC and the financial services it provides;
- how complaints are dealt with;
- how to contact VSC;
- how **you** can provide instructions in relation to **your** insurance **policy**;
- Switched On Insurance and the financial services it provides in relation to this insurance;
- how Switched On Insurance is remunerated in relation to those services;
- how Switched On Insurance respects **your** privacy; and
- how **you** can contact Switched On Insurance.

The Product Disclosure Statement in this Combined Product Disclosure Statement and Financial Services Guide sets out the relevant benefits and significant characteristics of this insurance and is aimed at assisting **you** to compare and make informed choices about this **policy**.

## **VSC and the financial services it provides**

VSC is the issuer of this **policy** and is the insurer providing the cover under the **policy**.

VSC holds an Australian Financial Services Licence and is authorised to issue, vary and cancel general insurance products and provide financial product advice in relation to general insurance. In relation to **your** insurance VSC only provides general product advice.

Switched On Insurance acts for VSC when Switched On Insurance provides financial services on VSC's behalf.

## **Complaint and Dispute Resolution**

Please refer to the COMPLAINTS section of the PDS for details on what to do if **you** have a complaint or wish to provide feedback.

## How to contact VSC

If **you** would like to contact VSC or follow up a claim, **you** can do so by:

Email: [vscau@assurant.com](mailto:vscau@assurant.com)

Phone: 1300 654 665

## How you can provide instructions in relation to your policy

If **you** want to update **your policy** information or provide other instructions in relation to **your policy** or confirm any transaction, **you** can do so by contacting Switched On Insurance.

## Switched On Insurance and the financial services it provides

Taurus Insurance Services Limited (trading as Switched On Insurance) ARBN 647 587 086, C/o DPR Chartered Accountants, PO Box 7146, Northwest NSW 2153 is a corporate authorised representative of VSC and has been provided with an authorisation notice by VSC authorising it to issue and administer the insurance on behalf of VSC and to arrange for a person to deal in this insurance on behalf of VSC. Certain individuals employed by Switched On Insurance have also been appointed as authorised representatives of VSC. The significance of this is that Switched On Insurance (and the individuals employed by Switched On Insurance who have been appointed as authorised representatives of VSC) act as VSC's agent, not for **you**, when they provide financial services to **you**.

## How is Switched On Insurance remunerated

Switched On Insurance receives a service fee of upto 50% of the base premium whenever **you** enter into a **policy** arranged by Switched On Insurance (including some variations which increase the premium payable). The service fee is for maintaining the ecommerce and administration platform, marketing and to perform **policy** administration functions such as issue, endorse or cancel policies on behalf of VSC.

The service fee excludes GST and is a percentage of the base premium for **your policy** (i.e. premium excluding VSC's actual or estimated liability for stamp duty, GST or any other government charges, taxes, fees or levies). The service fee is included as part of **your** premium.

If **you** would like more information about the remuneration that Switched On Insurance receives, please contact VSC. This request should be made within a reasonable time after this document is provided to **you** and before this insurance is issued to **you**.

## **How Switched On Insurance respects *Your* privacy**

In order for Switched On Insurance to provide financial services to ***you*** it will need to collect certain personal information about ***you***. If ***you*** do not provide the personal information requested by Switched On Insurance, it may not be able to provide financial services to ***you***. Switched On Insurance will disclose the personal information collected about ***you*** to VSC for the purpose of providing financial services to ***you***. Switched On Insurance may also use the personal information collected about ***you*** for marketing purposes (including direct marketing activities). For further information about Switched On Insurance's practices in relation to personal information, please refer to its Privacy policy, which is available from the Switched On Insurance website [www.switchedoninsurance.com.au](http://www.switchedoninsurance.com.au).

## **How to contact Switched On Insurance**

***You*** can contact Switched On Insurance

- using the online "Contact Us" section at [www.switchedoninsurance.com.au](http://www.switchedoninsurance.com.au) or
- via email at [gadget.sales@SwitchedOnInsurance.com.au](mailto:gadget.sales@SwitchedOnInsurance.com.au).

The words and phrases defined below have the same meaning wherever they appear in ***your policy*** documents and are shown in ***bold italics*** throughout.

### ***Accessories***

Means items such as, but not limited to, chargers, protective cases, carrying cases and hands-free mounting kits, but ***excluding*** the SIM card or any item defined as a ***gadget*** or not purchased at the same time ***you*** purchased ***your gadget***.

### ***Accidental Damage***

Means the sudden unforeseen and unintentional damage to ***your gadget***. This includes damage to screens and damage resulting from sudden and unforeseen liquid damage.

### ***Australia***

Means the states or territories within ***Australia***.

### ***Business***

Means a company where ***you*** are a director or employee of that company.

### ***Claims Administrator***

Means Virginia Surety Company, Inc ("VSC") ARBN 080 339 957 AFSL 245579 of Level 2, 693 Burke Road, Camberwell Vic 3124

### ***Computer virus***

Means a self-replicating program that spreads by inserting copies of itself into other executable code or document, that is loaded onto ***your gadget*** without ***your*** knowledge and runs against ***your*** wishes.

### ***Excess***

Means the initial amount ***you*** will be responsible for, as detailed on ***your*** Policy Schedule, dependant on the sum insured chosen, in respect of each and every valid claim for each and every ***gadget*** being claimed for under each incident. See Page 10 for details.

### ***Gadget***

Means the ***gadget***, excluding ***accessories***, identified on ***your*** Policy Schedule which belongs to:

1. ***you***, or
2. a ***business*** where ***you*** have the relevant authority and responsibility to use and insure the ***gadget*** owned by the ***business***. Confirmation of this will be required in the event of a claim

Criteria: ***We*** can only insure a ***gadget*** that is:

1. purchased new or refurbished from an ***Australian*** GST registered company and supplied with a ***proof of purchase***;

2. **registered** and appears on **your** Policy Schedule; and
3. is no more than 6 months old at the time of purchasing insurance for the **gadget**.

Please note: The **gadget** must be in good condition and in full working order at the time of initial purchase of the **policy** or at the time of replacing a **gadget** on **your policy**.

Second hand or used **gadgets** are not coverable under this **policy**.

For the purpose of this **policy** a **gadget** can be either of the following items: a Mobile Phone or a Tablet Device (a one-piece device with a touchscreen interface and no physical keyboard).

If **you** are unsure as to whether **your gadget** is covered in the above list, please contact Switched On Insurance via email at [gadget.sales@SwitchedOnInsurance.com.au](mailto:gadget.sales@SwitchedOnInsurance.com.au).

Where **your gadget** is a mobile phone, **we** will only provide cover if the device has a functioning SIM registered at **your** address. In the event of a claim **we** will request **your** call records to prove that the **gadget** has been in use since **policy** inception and up to the event giving rise to the claim.

### **Immediate family**

Means **your** spouse, partner or parents or **your** children, brothers or sisters who permanently reside with **you** at the address registered with **us**.

### **Level of Cover**

Means the insurance option **you** chose for **your gadgets** when **you** purchased **your policy** as shown in **your** Policy Schedule. The options available are Standard or Premium.

### **Loss**

Means that the **gadget** has been accidentally left by **you** in a location and **you** are permanently deprived of its use.

### **Malicious Damage**

Means the intentional or deliberate actions of another party, not including **you** or **immediate family**, which causes damage to **your gadget**.

### **Policy**

Means this combined PDS/FSG, the Policy Schedule and any other documents **we** tell **you** forms part of **our** agreement with **you**.

### **Proof of Purchase**

Means the original purchase receipt or a similar original document provided at the point of sale that gives details of the **gadget** purchased (including any **accessories**) that provide proof that **you** own the **gadget** and enables the age of the **gadget** to be reasonably identified. The document should include confirmation of the IMEI or serial number of the **gadget** (where possible), the **purchase date**, and the **purchase price**. Delivery notes are not an acceptable form of **proof of purchase**.

### **Proof of Usage**

Means evidence that shows the **gadget** has been in use since policy inception and up to the event giving rise to the claim. Where the **gadget** is a Mobile Phone this evidence can be obtained from **your** Network



provider. For other **gadgets**, such as a Tablet Device, in the event of an **accidental damage** claim this may be determined through inspection by **our** repairer.

### **Purchase Date**

Means the date detailed on the original **proof of purchase**.

### **Purchase Price**

Means the sale price detailed on the original **proof of purchase**.

### **Registered**

The **gadget** that **you** register and is stated on **your** current Policy Schedule. A **gadget** that **you** do not register or is not included on **your** Policy Schedule at the time of **accidental damage** will not be covered by this **policy**.

To register **your gadget** please visit [www.switchedoninsurance.com.au](http://www.switchedoninsurance.com.au) or alternatively please contact Switched On Insurance via email at [gadget.sales@SwitchedOnInsurance.com.au](mailto:gadget.sales@SwitchedOnInsurance.com.au).

**You** will need details of the make, model and serial number or IMEI (applicable for mobile phones) of **your gadget** as well as any other information that may be reasonable for **us** to request when **you** register **your gadget**.

### **Student**

Means **your** spouse, partner or parents or **your** children, brothers or sisters, who permanently reside with **you** outside of term time, and who are registered on a full-time course at a university or other place of higher education within **Australia**.

### **Theft**

Means the taking of the **gadget** by a third party with the intention of permanently depriving **you** of it, using force, threat of violence or by pickpocket.

**Theft** claims must also be accompanied by a valid Police crime reference report.

Loss property reports and reference numbers on their own will not be accepted in support of a **Theft** claim.

Please note: **Theft** needs to be reported to the local Police authorities and **your** network provider (if applicable) within 24 hours of discovering the incident.

### **Unauthorised Usage**

Means the cost of unauthorised calls, messages and downloads made from **your gadget** after it was stolen. Cover will only apply to **unauthorised usage** within 24 hours of discovery of the **theft** of **your gadget**. Itemised bills must be provided to support **your** claim.

Please note: Claims for **unauthorised usage** claims will only be accepted as part of a valid **theft** claim. **Theft** needs to be reported to the local Police authorities and **your** network provider within 24 hours of discovering the incident.

This cover will only apply if there is no protection from such losses from **your** network provider.

***We, us, our***

Means the insurer, which is Virginia Surety Company, Inc. More information about **us** can be found here: <https://www.assurant.com.au>

***Worldwide Cover***

Means cover is worldwide for a maximum of 90 days any one trip. No cover is provided for claims as a direct result of **you** travelling to a country where the Australian Government have advised against all travel, typically Level 3 and 4 designated countries. Please check the following website for travel advice provided by the Australian Government <https://www.smartraveller.gov.au/consular-services/travel-advice-explained>

***You, your, yourself***

Means the person (aged 18 years or over) as stated on **your** Policy Schedule as the 'Insured' and any member of **your immediate family** who owns the **gadget** covered by this **policy**.