

FUJITSU ACCIDENTAL DAMAGE PROTECTION INSURANCE

Combined Financial Services Guide and Product Disclosure Statement

Product Disclosure Statement prepared on the 28 April 2015 Insurer: Virginia Surety Company, Inc (ARBN 080 339 957) Australian Financial Services Licence number 245579

This document is a combined Financial Services Guide and Product Disclosure Statement for Fujitsu Accidental Damage 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.

The FSG is issued by Fujitsu Australia Ltd, (ABN 19 001 011 427), Authorised Representative No. 1007791 (Fujitsu). The PDS is issued by the Virginia Surety Company, Inc ARBN 080 339 957; AFSL No. 245579 (VSC). Fujitsu is an authorised representative of VSC.

Part A

FINANCIAL SERVICES GUIDE (FSG): Prepared 28 April 2015

Fujitsu Australia Ltd, (ABN 19 001 011 427) (Fujitsu), is an authorised representative of Virginia Surety Company, Inc. ARBN 080 339 957, AFSL No. 245579 (VSC) in respect of Fujitsu Accidental Damage Protection Insurance. References in this FSG to 'We', 'Our' or 'Us' are references to Fujitsu. VSC has authorised the distribution of this FSG.

Important information

This FSG is provided to assist You in making informed decisions about the financial services We provide to You. It explains who We are, the financial services provided by Us, how We are remunerated and how Your complaints are dealt with.

Where We provide general factual advice to You about Fujitsu Accidental Damage Protection Insurance, or arrange for the issue of Fujitsu Accidental Damage 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 authorised under an agreement with VSC to provide general factual advice on, and to arrange for the issue of Fujitsu Accidental Damage Protection Insurance. We can answer general questions You may have about the Policy, assist with Your application, and accept payment. We can give You general factual advice, but cannot advise You if the Policy is appropriate to meet Your particular needs.

In arranging the issue of Fujitsu Accidental Damage Protection Insurance to You, We act as an Authorised Representative of VSC. The significance of this arrangement is that We are able to arrange the issue of a Fujitsu Accidental Damage Protection Insurance Policy to You on behalf of VSC.

How We are paid?

We receive remuneration from VSC when We arrange the issue of a Fujitsu Accidental Damage Protection Insurance Policy. VSC will pay Us a commission of up to fifty percent of the premium You pay (excluding taxes and charges). This commission is included in Your premium and is not an extra charge to You.

How can You provide Us with instructions?

If You want to update Your Policy information in relation to Fujitsu Accidental Damage 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 Fujitsu Accidental Damage Protection Insurance 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 may be stored, how it may be used, would like to access the information We have about You or make a complaint, see Our privacy policy, which is available on Our website at: www.fujitsu.com/au/about/resources/privacy/index.html.

If You have a complaint

If You have a complaint about this Policy or any 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 Website: <u>www.fos.org.au</u> Facsimile: (03) 9613 6399

Post: GPO Box 3, Melbourne VIC 3001

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

Contact

Fujitsu

You can contact us on the following number: 1800 808 986.

VSC, Licensee

You can contact the licensee, VSC by phone on 1300 654 611, by fax on (03) 9862 3299 or at PO Box 246, Balwyn Vic 3103 or by email at <u>customerfeedback@thewarrantygroup.com</u>.

SECTION 1 - PRODUCT DISCLOSURE STATEMENT: Prepared 28 April 2015

THE PURPOSE OF THIS PRODUCT DISCLOSURE STATEMENT (PDS)

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

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

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

WHO IS THE INSURER?

This insurance Policy is underwritten and issued by Virginia Surety Company, Inc (ARBN 080 339 957) (VSC) of Level 2, 693 Burke Road Camberwell VIC 3124. 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 <u>vscau@thewarrantygroup.com</u>

Fujitsu Australia Ltd (ABN 19 001 011 427) (Fujitsu) arranges for the issuance of the Policy and performs administrative functions on Our behalf. Fujitsu acts as an authorised representative for Us. In effecting this insurance Policy, the selling agent is acting as Our agent, 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) performs claims and administrative Policy functions on Our behalf.

ELIGIBILITY

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

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

When Fujitsu Accidental Damage Protection Insurance is purchased for a Fujitsu Product, the Original Purchase Price of the individual Fujitsu Product must not exceed \$5,000.

FEATURES AND BENEFITS OF THE POLICY

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

Accidental Damage Protection

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

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

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

PERIOD OF COVER

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

SIGNIFICANT RISKS

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

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

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

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

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

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

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

WHAT IS THE COST?

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

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

In the event that the premium is not received in full, within thirty (30) days from the date of Policy purchase, all cover will cease. For further details please refer to the Cancellation section of 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, You must notify Us in writing:

by email:	vscau@thewarrantygroup.com; or
by mail:	PO Box 246, Balwyn Vic 3103.

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

DISPUTE RESOLUTION

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

- by emailing us at <u>customerfeedback@thewarrantygroup.com;</u> 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 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 <u>http://www.fos.org.au</u>

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 558 849.

SUBROGATION

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

SECTION 2- POLICY WORDING

DEFINITIONS

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

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

APRA: means the Australian Prudential Regulation Authority.

Cover: means the protection provided by the Policy.

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

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

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

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

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

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

Policy: means this Fujitsu Accidental Damage Protection Insurance.

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

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

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.

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

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

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

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

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

We, Us, Our: means the insurer, Virginia Surety Company, Inc (ARBN 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, 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 Fujitsu Accidental Damage Protection Insurance Policy.

CAUSE OF DAMAGE	RESOLUTION DESCRIPTION
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

<u>NOTE:</u> 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 limit that applies (net of Excesses) under Your Fujitsu Accidental Damage Protection Insurance.

- The maximum per claim amount payable by Us will be the Original Purchase Price (inclusive of GST) of Your Covered Product.
- The maximum accumulated claims benefit payable by Us will be the Original Purchase Price (inclusive of GST) of Your covered Product. The Original Purchase Price must not be greater than \$5,000. If the covered Product cannot be repaired and the Replacement Product exceeds the remaining Accidental Damage benefit available, We will pay You out the remaining benefit.
- We will not accept any liability to You, or any subsequent owner 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 the applicable Excess specified in 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.

WHEN AM I COVERED?

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

Your Cover will end when any of the following occurs:

- the Policy is cancelled (see section 'Cancellation' in this Policy Document);
- the Period of Cover expires; or
- the maximum Policy benefit has been reached being the total amount of all Your claims (net of Excesses) add to the Original Purchase Price.

CANCELLATION Cancellation by You

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

by email:	vscau@thewarrantygroup.com; or
by mail:	PO Box 246, Balwyn Vic 3103.

If the Policy is cancelled after the cooling off period We will retain the proportionate premium for the time that Cover has been provided together with Our Cancellation Fee.

Cancellation by Us

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

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

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

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

GENERAL EXCLUSIONS

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

- Any and all pre-existing conditions that occur prior to the effective date of this Cover and/or any product sold used, damaged, or "as-is" including but not limited to floor models, demonstration models, etc;
- Product repairs that should be covered by a Fujitsu's manufacturer warranty or an extended warranty or are a result of a recall, regardless of Fujitsu'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 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 Agreement;
- If the Product has incurred Accidental Damage when the Product has been made available to a person other than the Insured or the User.
- Any damage to the Product that is cosmetic only or does not otherwise affect Product functionality;
- Under this Policy, We are not obligated to repair Wear and Tear on the Product and other superficial items, such as scratches and dents that do not materially impair Your use of the Product.
- Any Product that has been repaired or attempted to be repaired by a person other than one We designate. We will not reimburse You for any repairs that You or another person make or attempt to make to the Product or any loss or damage caused as a result of unauthorised repairs;

- The acquisition or destruction of any Product by order of any government, public or statutory authority;
- Any Tablet that 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;
- Damage caused by war, invasion or act of foreign enemy, hostilities, civil war, rebellion, riot, strike, labour disturbance, lockout, or civil commotion;
- Damage due to external causes including third party actions, fire, insects, animals, exposure to weather conditions, extreme temperature, windstorm, sand, dirt, flood or acts of god.
- 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 Fujitsu's instructions;
- Cost of installation, set-up, diagnostic charges, removal or reinstallation of the Covered Product;
- Service where no problem can be found;
- Damage due to theft.

CLAIMS

In the event of Accidental Damage to Your Product which might give rise to a claim under this Policy You shall: Contact Us on 1300 786 225 for assistance or email Us at <u>insurance@thewarrantygroup.com</u>.

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

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

ADDITIONAL CLAIMS INFORMATION

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

WHAT HAPPENS IF I SELL THE INSURED PRODUCT?

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