

# COMBINED PRODUCT DISCLOSURE STATEMENT, POLICY WORDING AND FINANCIAL SERVICES GUIDE

This combined Product Disclosure Statement, Policy Wording and Financial Services Guide was prepared on 30th June 2008.

## GENERAL ADVICE WARNING

The information in this document is of a general nature and has not been prepared taking into account your particular needs, circumstances and objectives. You should read and understand this document to ensure that the Product meets your needs.

## PRODUCT DISCLOSURE STATEMENT

This Product Disclosure Statement (PDS) is designed to help you understand what you need to know about the Mobile Phone Insurance Policy so that you may make an informed decision about whether or not to purchase the insurance policy.

## INSURANCE DETAILS

The Policy is issued by The Hollard Insurance Company Pty Ltd ABN 78 090 584 473 (“Hollard”) AFSL 241436 of Level 24, 259 George Street, Sydney, NSW 2000 through its agent acting under a binder Risk Insure Pty Limited ABN 23 090 918 399 (“Risk Insure”) AFSL 230163, of 452 Pulteney Street, Adelaide SA 5000.

## SIGNIFICANT BENEFITS

Your Mobile Phone will at our option be repaired or replaced with a closest equivalent model in the event of it being lost, stolen or damaged anywhere in the world, subject to the policy terms. The maximum amount payable for any claim is up to \$5,000 RRP less the \$125 Excess applicable to any claim. If your Mobile Phone is repaired or the replacement Mobile Phone is less than \$200 RRP the Excess applicable to any claim is \$75. When you make a valid claim for your Mobile Phone under your policy:

- you will be entitled to claim for reimbursement for unauthorised calls made on that Mobile Phone while the Mobile Phone was lost (up to a maximum of \$1,250);
- if the Mobile Phone is stolen, lost or damaged outside Australia, you will be entitled to claim for hiring an equivalent temporary replacement Mobile Phone, limit any one claim \$500.

## SIGNIFICANT RISKS

Your insurance policy will not insure you where –

- the Mobile Phone is knowingly left unattended in a public place or in the open air;
- the Mobile Phone is left unattended in an unlocked vehicle;
- the damage is caused by wear and tear or gradual deterioration through normal use;
- you have not taken reasonable care to prevent the loss or damage;
- you can claim for the loss or damage from a manufacturer or supplier;
- the claim is fraudulent;
- the loss or damage is caused or contributed by war and other civil strife; or
- the loss results from any electronic or software virus;
- the loss results directly from damage by fire for handsets domiciled in Victoria.

## COST

The premium for your Mobile Phone insurance is \$8.95 per month. The premium will be billed direct to your Mobile Phone monthly invoice, which is also the schedule of insurance, confirmation of transaction and offer to renew for the up coming month. The invoice is provided to you each month for the renewal of your policy. 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 Mobile Phone invoice.

## EXCESS

The first amount of each claim for cover for which we will not indemnify you is shown on your policy.

## OPTIONAL COVER

The cover available under the Policy is not compulsory and insurance can be arranged with an insurer of your choice.

## COOLING OFF PERIOD

If you are not satisfied with this product you have a 14 day cooling off period from the date of inception of this policy in which to cancel it and get a refund, provided you have not made a claim.

## WHO CAN I TALK TO IF I HAVE QUESTIONS, CONCERNS OR COMPLAINTS IN RELATION TO THE POLICY/S?

### STEP 1 - TALK TO RISK INSURE STAFF FIRST - CALL RISK INSURE ON 1300 303 772.

If they are unable to resolve the matter for you, they will refer the matter to a Risk Insure manager.

### STEP 2 - CONTACT CUSTOMER RELATIONS (RISK INSURE)

If the matter cannot be resolved through a Risk Insure manager, they can put you in contact with Risk Insure's Customer Relations Department which has the authority to handle your dispute and will respond to you in writing within 15 days.

### STEP 3 - SEEK AN EXTERNAL REVIEW OF THE DECISION

Risk Insure's Customer Relations Department will advise you of the various external bodies available to you if the matter cannot be satisfactorily resolved internally. Please carefully read and retain this document.

## MOBILE PHONE INSURANCE POLICY

The Hollard Insurance Company Pty Ltd (Hollard), the product issuer, has granted Risk Insure Pty Limited (Risk Insure) a binder to act as its agent to arrange for the issue, variation or disposal of its Mobile Phone insurance policy and to issue, vary or dispose of the Mobile Phone insurance policy as if it were Hollard. Risk Insure receives a commission from Hollard for arranging for the issue of the policy to you on behalf of Hollard. This policy is a monthly policy and monthly premiums apply and if accepted by the insurers, will be included in your monthly Virgin Mobile invoice. Your premium payment will provide you with insurance cover in accordance with the following terms and conditions

### 1. DEFINITIONS

“**Agreement**” means your ongoing service agreement with your provider.

“**Excess**” means the first amount of each claim for cover for which we will not indemnify you.

“**Insurance Schedule**” details the insured, premium, policy number and transaction date and is included within your Virgin Mobile monthly invoice.

“**Risk Insure**” means Risk Insure Pty Limited.

“**Mobile Phone**” means a GSM Mobile Phone hardware comprising the handset, battery charger, and any phone accessories other than PDA's (Personal Digital Assistants). (PDA's may be insured as a separate item.)

“**Period of Insurance**” after Risk Insure has accepted your request for a monthly policy, means the ongoing renewal period of 1 month. The insurance period of your monthly policy will correspond with the same day in the month as your usual monthly billing date as per your agreement with Virgin Mobile and the period of insurance including the transaction date will be clearly detailed in the insurance schedule on your usual monthly invoice with Virgin Mobile. Each subsequent month that the policy is renewed by you paying the monthly premium is a further period of insurance covered under this policy until such time as the agreement expires or the insurance cover is cancelled, whichever occurs first.

“**Policy Number**” is your Mobile Phone telephone number.

“**Provider**” means Virgin Mobile (Australia) Pty Limited ABN 67 092 726 442.

“**RRP**” means the manufacturers Recommended Retail Price.

“**we**” “**our**” “**us**” means The Hollard Insurance Company Pty Ltd and Risk Insure Pty Limited as agents of Hollard.

“**you**” “**your**” means the insured person or organisation.

### 2. COVERAGE

- (1) In the event that the Mobile Phone is stolen, lost or damaged anywhere in the world during the Period of Insurance, we will at our option repair the Mobile Phone or replace it with a closest equivalent model and SIM card or make a cash payment equivalent to the cost to us of repairing or replacing the Mobile Phone.
- (2) The maximum amount we will pay for any claim is \$5,000 RRP less any applicable Excess.
- (3) Excess for each and every claim is \$125.
- (4) If the phone is repaired or the replacement Mobile Phone is less than \$200 RRP the Excess will be \$75.
- (5) We do not provide you with any insurance cover where:
  - (a) the Mobile Phone is knowingly left unattended in the open air or in any public place;

- (b) the Mobile Phone is left unattended in an unlocked vehicle;
- (c) the loss or damage to the Mobile Phone is a result of wear and tear, depreciation, or gradual deterioration as a result of ordinary use or operation;
- (d) you have not taken all reasonable precautions to prevent theft, loss or damage to the Mobile Phone;
- (e) you can claim reimbursement or compensation for the theft, loss or damage from any manufacturer, supplier or other person;
- (f) the loss results from any electronic or software virus; or
- (g) the loss results directly from damage by fire or handsets domiciled in Victoria.

### 3. ADDITIONAL BENEFITS

- (1) If you have a valid claim for loss or damage to the Mobile Phone we will also pay you to:
  - (a) \$1,250 for unauthorised calls made from the Mobile Phone during the period the Mobile Phone is stolen or lost;
  - (b) if the Mobile Phone is no longer under warranty this policy will provide cover for breakdown up to the policy limits; and
  - (c) if the Mobile Phone is stolen, lost or damaged outside Australia, we will pay the cost of hiring an equivalent temporary replacement Mobile Phone, \$500 limit any one claim.
- (2) During the currency of this policy, if in the event that you become unable to earn any income for a period of more than 2 consecutive weeks due to your personal illness or personal injury, we will re-pay to you the amounts that you have paid to your Provider to maintain the ongoing minimum monthly charges and monthly excess fees which were due under the terms of your fixed term contract agreement excluding any extra costs relating to phone calls, SMS and usage. We will pay this for as long as you remain unable to earn income, provided only up to the policy limit of \$500. This cover is deleted from subsequent renewals of this policy for the same original event.

### 4. CONDITIONS

- (1) As this policy is renewed each month by you paying your premium, if one installment remains unpaid for one month after the due date on your monthly invoice, the policy will automatically lapse. We can reinstate the policy in our absolute discretion.
- (2) 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 the policy, call Risk Insure on 1300 303 772.
- (3) If your claim involves the theft/loss of your Mobile Phone, you must without delay, upon becoming aware of the theft/loss, instruct your Service Provider to suspend immediately the use of your SIM card and the IMEI number of the Mobile Phone and, within 48 hours report the theft/loss to the police. The claim will not be approved unless the IMEI number is blocked and police report is supplied.

### 5. GENERAL EXCLUSIONS

We do not provide you with any insurance cover where:

- (a) you or someone acting for you, makes a claim knowing or suspecting the claim to be fraudulent;
- (b) the loss, or damage to the Mobile Phone is caused by, or contributed to:
  - (i) war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation requisition, or destruction of, or damage to property by or under the order of any government, public, or local authority or looting, sacking, or pillage following any of the above; or
  - (ii) nuclear weapons material or ionizing radiation, contamination, radioactivity from any nuclear fuel or nuclear waste, or from the combustion of nuclear fuel or nuclear waste, or from any self sustaining process of nuclear fission.

### 6. CLAIMS PROCEDURE

If you want to make a claim under the policy you have elected please call Virgin Mobile on 1300 555 100.

### 7. PRIVACY

Our Privacy Policy sets out how we protect your personal information. We use it to provide you with, and inform you about insurance and insurance related services. To do this we may communicate your personal information to our service providers. This will always be done as permitted by the relevant privacy legislation. If you wish to stop receiving information from us, would like to access and correct the personal information held on you by us, or get a copy of the privacy policy please call Virgin Mobile on 1300 555 100.

## FINANCIAL SERVICES GUIDE

This Financial Services Guide (FSG) describes the insurance services offered by Virgin Mobile (Australia) Pty Limited (Virgin Mobile) and Risk Insure Pty Limited (Risk Insure). It also covers the charges for those services, your rights as a client and how any complaints you may have will be dealt with. We give you the FSG when you ask us to arrange insurance for you.

### ABOUT US

Virgin Mobile is a corporate authorised representative of Risk Insure and can arrange monthly insurance to protect your Mobile Phone. Risk Insure is an insurance broker and is licensed to advise on and deal in general insurance. Risk Insure has a binder agreement with The Hollard Insurance Company Pty Ltd (Hollard) which enables it to issue Mobile Phone insurance as an agent for Hollard. See below for information about how to contact Virgin Mobile and Risk Insure.

### OUR SERVICES

Virgin Mobile can give you information about Mobile Phone insurance and can arrange for issue, renewal or variation of your Mobile Phone insurance. Virgin Mobile cannot provide any advice about this insurance. If you need any advice about this product, contact Risk Insure. To assist you to decide whether to purchase insurance for your Mobile Phone, Virgin Mobile will provide you with a Product Disclosure Statement (PDS). You should carefully read the PDS before you purchase the insurance to decide if the product suits your needs, objectives and financial situation.

### WHO WE ACT FOR

When Virgin Mobile issues, renews, varies and collects the premium for your insurance, it acts on behalf of Risk Insure (and Hollard) and not on your behalf. Risk Insure is responsible for the financial services provided to you by Virgin Mobile. Risk Insure has binding authority from Hollard to issue, vary and renew Mobile Phone insurance and to handle claims. In doing so, Risk Insure acts on behalf of Hollard and not on your behalf. If Risk Insure provides advice to you, it does so on your behalf.

### HOW ARE WE PAID?

For providing these services, Virgin Mobile receives \$1.00 + GST for each month the insurance is in force. Sometimes bonuses are payable to the sales representatives. Any bonus payable will not exceed one month premium per sale of insurance product. Risk Insure receives 36¢ + GST for each month the insurance is in force. Risk Insure receives or bears a share of the profit or loss which arises from the Mobile Phone insurance it arranges after payment of all related claims and expenses incurred by both Risk Insure and Hollard.

### WHAT SHOULD I DO IF I HAVE A COMPLAINT?

If you are not satisfied with the services provided by Virgin Mobile or Risk Insure, you may contact Risk Insure on 1300 303 772. An Risk Insure Complaints Officer will handle any complaints or disputes about the services. If you are not satisfied with the response from our Complaints Officer you may lodge a written complaint with the Insurance Ombudsman Service (to be known as the Financial Ombudsman Service from 1 July 2008). The Ombudsman can be contacted on Tel 1300 780 808. This process is at no cost to you. Risk Insure and Virgin Mobile have their own insurance protection to further protect your interests. This insurance covers them for claims against their current and former representatives. Full details of Risk Insure's insurance can be found on [www.Riskinsure.com.au](http://www.Riskinsure.com.au) (after 1/7/2008) or we will provide details to you upon your written request.

### HOW WE USE YOUR PERSONAL INFORMATION?

Risk Insure is committed to protecting your privacy. Risk Insure uses the information you provide to arrange your insurance and handle any claims under the policy. We only provide this information to Virgin Mobile and Hollard. We do not trade, rent or sell your information. You can check the information we hold about you at any time. Ask us if you would like more information about our Privacy Policy.

### CONTACT US

Risk Insure Pty Limited (Formerly MLH Insurance Brokers)  
ABN: 23 090 918 399 AFSL Lic No: 230163  
PO Box 7087 Hutt Street, Adelaide SA 5000  
T: 1300 303 772

Virgin Mobile Pty Ltd  
ABN: 67 092 726 442  
Corporate Authorised Rep No: 263130  
Locked Bag 17, Royal Exchange, NSW 1225  
T: 1300 555 100

This FSG was prepared on 30th June 2008 and its distribution has been authorised by Risk Insure.