



Services

## LENOVO ED3 ACCIDENTAL DAMAGE AND THEFT PROTECTION INSURANCE

Combined Financial Services Guide and Product Disclosure  
Statement

***lenovo*** **FOR**  
**THOSE** **TM**  
**WHO DO.**

# Lenovo Services.

## Product Disclosure Statement

Prepared on the 2 September 2016

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 Lenovo Ed3 Accidental Damage and Theft Protection Insurance (Combined FSG and PDS).

This combined FSG and PDS is divided into two parts:

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

The FSG is issued by Lenovo (Australia & New Zealand) Pty Ltd, (ABN 70 112 394 411), Authorised Representative No. 435388 (Lenovo). The PDS is issued by the Virginia Surety Company, Inc. ARBN 080 339 957; AFSL No. 245579 (VSC). Lenovo is an authorised representative of VSC.

## Part A

### **FINANCIAL SERVICES GUIDE (FSG): Prepared 2 September 2016**

We are Lenovo (Australia and New Zealand) Pty Ltd, (ABN 70 112 394 411) (Lenovo), an authorised representative of Virginia Surety Company, Inc. ARBN 080 339 957, AFSL No. 245579 (VSC) in respect of Lenovo Ed3 Accidental Damage and Theft Protection Insurance. References in this FSG to 'We', 'Our' or 'Us' are references to Lenovo. 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 Lenovo Ed3 Accidental Damage and Theft Protection Insurance, or arrange for the issue of Lenovo Ed3 Accidental Damage and Theft Protection Insurance to You, please refer to the Product Disclosure Statement (PDS) contained in Part B of this document to ensure the cover provided suits Your individual needs. The PDS contains information about the particular Policy, including any relevant risks, benefits and significant characteristics of the Policy. It contains important information about the Policy that will assist You in making an informed decision. You should read the PDS carefully.

### **Authorised services**

We are authorised under an agreement with VSC to provide general factual advice on, and to arrange for the issue of Lenovo Ed3 Accidental Damage and Theft Protection Insurance. We can answer 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 Lenovo Ed3 Accidental Damage and Theft Protection Insurance to You, Lenovo acts as an Authorised Representative of VSC. The significance of this arrangement is that We are able to arrange the issue of a Lenovo Ed3 Accidental Damage and Theft 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 Lenovo Ed3 Accidental Damage and Theft Protection Insurance Policy. VSC will pay Us a commission of up to forty five percent of the premium You pay (excluding taxes and charges) and a share of the profit made in relation to the insurance which is calculated and paid to Us annually. 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 Lenovo Ed3 Accidental Damage and Theft Protection Insurance, You can do so by contacting Us. See Our contact details below.

### **Your Privacy**

We are bound by the Privacy Act 1988. In order for Us to arrange Lenovo Ed3 Accidental Damage and Theft 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 personal information Your application may not be processed, and We may not be able to arrange or manage Your insurance Policy.

In order to undertake the management and administration of Your insurance policy, it may be necessary for Us to disclose your personal information to third parties (including VSC and its policy and claims administrator). Unless You consent to such disclosure Your application may not be processed, and We may not be able to arrange or manage Your Insurance Policy.

The third parties to whom We may routinely disclose Your personal information include the following:

- VSC and its policy and claims administrator
- Our related companies which will use the personal information for the same purposes as Us and will act under Our Privacy Policy and who are required to keep Your personal information confidential
- an organisation that assists Us to detect and protect against consumer fraud
- an organisation that is in an arrangement with Us to jointly offer products and/or to share information for marketing purposes (and any of its outsourced service providers) to enable them or Us to provide you with or promote products or services
- Our solicitors or legal representatives
- regulatory bodies, government agencies, law enforcement bodies and courts

We are committed to ensuring the confidentiality and security of Your personal information. If You have any questions or queries on the above including: where Your personal information may be stored; how it may be used; how to access or update Your personal information that We have about You; or to raise a concern or make a complaint - then please see Our privacy policy, which is available on Our website at: [www.lenovo.com/privacy/au/en/](http://www.lenovo.com/privacy/au/en/).

We may disclose your personal information to recipients (including service providers and Our related companies) which are either located outside of Australian and/or not established in or do not carry on business in Australia. You can find details about the location of these recipients in Our Privacy Policy at [www.lenovo.com/privacy/au/en/](http://www.lenovo.com/privacy/au/en/).

You can contact Us about Your personal information or any other privacy matter as follows:

- o Email: [anzprivacy@lenovo.com](mailto:anzprivacy@lenovo.com); or
- o Writing: Privacy Officer, Lenovo (Australia & New Zealand) Pty Ltd, Level 10, 1-5 Railway Street, Chatswood NSW 2067 Australia.

#### **If You have a complaint**

If You have a complaint about this Policy or any service related aspects 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 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: [www.fos.org.au](http://www.fos.org.au)  
Facsimile: (03) 9613 6399                Post: GPO Box 3, Melbourne VIC 3001  
Email: [info@fos.org.au](mailto:info@fos.org.au)

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](mailto:enquire@oaic.gov.au).

#### **Contact**

**Lenovo:** You can contact Us on the following number: 1800 041 267

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

**Part B****SECTION 1 - PRODUCT DISCLOSURE STATEMENT: Prepared 2 September 2016****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 Lenovo Ed3 Accidental Damage and Theft Protection Insurance. To assist You in understanding the Cover provided by the Policy, this PDS details the significant features of the Policy, including the Policy's benefits, risks and information about how the insurance premium is calculated. The information is general and does not take account of Your individual needs.

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

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

**WHO IS THE INSURER?**

This insurance Policy is underwritten and issued by Virginia Surety Company, Inc. (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 [vscau@thewarrantygroup.com](mailto:vscau@thewarrantygroup.com)

Lenovo (Australia & New Zealand) Pty Ltd (ABN 70 112 394 411) (Lenovo) arranges for the issuance of the Policy and performs repair functions on Our behalf. Lenovo 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: Lenovo Ed3 Accidental Damage and Theft Protection Insurance is only available when purchased with the following Lenovo Products: notebooks, tablet device, mobile workstation, desktop or fixed workstation from Lenovo.

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

When Lenovo Ed3 Accidental Damage and Theft Protection Insurance is purchased for a Lenovo Product, the Original Purchase Price of the individual Lenovo Product must not exceed \$7,500

**FEATURES AND BENEFITS OF THE POLICY**

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

**Accidental Damage Protection**

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

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

The maximum number of Accidental Damage claims is limited to three (3) for the Period of Cover.

### Theft Protection

If the insured Product is stolen from a secured office, home, school locker or locked vehicle where there is clear evidence of Violent and Forcible entry during the term of the cover and subject to the applicable Excess, Policy terms and conditions, then We will provide a Replacement Product. The Policy provides cover for one theft claim over the Period of Cover.

### Use in Schools

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

### PERIOD OF COVER

The Cover period for Lenovo Ed3 Accidental Damage and Theft Protection Insurance is three years.

### PRODUCTS INCLUDED / COMPONENTS EXCLUDED

This Cover is for hardware only. Accidental Damage and Theft Protection does not cover any damage (including without limitation virus-inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Product.

The Policy does not cover externally-attached devices, components, cases, television monitor, wall mounts or wiring classified as 'accessories' or 'consumables' and not built in or on the base unit, such as light bulbs, memory disks or disk, wire connections, AC adapters, carry cases or folios, stylus or digitizer pens, cradles, docking stations, port replicators, external keyboards, printers, scanners, external drives, software, tapes, CDs, DVDs, film or other media, external modems, external speakers, monitors, external mice, input/output devices, ceiling mount kit, disposable memory devices, or any other components not internal to the Product, or other parts/components requiring regular maintenance.

Accidental Damage and Theft Protection does not cover any software.

Only parts built in or on the base unit, including parts or accessories that are required for regular operation of the unit and shipped at point of sale, such as internal central processing unit, integrated hard disk drive, integrated optical drive, integrated keyboard, integrated pointing devices, integrated LCD screen, replaceable sealed batteries, internal components/switches, built-in buttons, card reader slot shipped with Your Insured Product are Covered.

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

### SIGNIFICANT RISKS

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

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

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

- Fraud;
- Non-Disclosure;

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

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

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

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

### WHAT IS THE COST?

The premium payable for Your insurance Policy will be shown on Your Proposal & Policy Schedule. In setting premiums, a number of factors are taken into consideration. These factors may include:

- the Period of Cover;
- the level of Excess; and
- the Original Purchase Price of the insured Product.

In the event that the premium is not received in full, within 30 days from the date of purchase, all cover will cease. For further details please refer to the Cancellation section of the Product Disclosure Statement.

The premium will be calculated and provided to You at the time of purchase and will be detailed in the Policy Schedule. You may also be required to pay one-off fees in the following circumstances:

- a Cancellation Fee on cancellation of the Policy;
- a Policy transfer fee; and
- an Excess on an accepted claim

### COOLING OFF PERIOD

We understand that all customer needs are different. Accordingly as part of this Policy We offer a 14 day cooling off period from when receiving the Policy Schedule. If You should decide for any reason whatsoever that this Policy does not suit Your individual needs, You may cancel this Policy and receive a full refund as long as no claims have been lodged.

To cancel the Policy within the cooling off period and receive a full refund, please advise Us of Your request in writing:

by mail: Virginia Surety Company, Inc.  
ADP Policy Admin  
PO Box 246  
Balwyn VIC 3103

by email: [vscau@thewarrantygroup.com](mailto:vscau@thewarrantygroup.com)

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

### DISPUTE RESOLUTION

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

- by emailing us at [customerfeedback@thewarrantygroup.com](mailto:customerfeedback@thewarrantygroup.com); or
- by phone on 1300 654 611

We will respond to Your complaint in writing provided We have all the necessary information. If You are not satisfied with the outcome and the matter is not related to use of Your personal information, You may refer the matter to the Financial Ombudsman Service (FOS). The FOS may be contacted:

- by phone on 1300 780 808 (local call fee applies);
- by fax on (03) 9613 6399;
- by writing to GPO Box 3, Melbourne VIC 3001;
- by emailing them at [info@fos.org.au](mailto:info@fos.org.au)
- on the web <http://www.fos.org.au>

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

#### **THE GENERAL INSURANCE CODE OF PRACTICE**

Virginia Surety Company, Inc. adheres to the General Insurance Code of Practice (Code). The Code was developed with the objective of raising the standards of service and practices in the insurance industry to a level that seeks to achieve total customer satisfaction. The Code aims to improve the quality of policy documentation and information provided to consumers; employee and agent training; claims handling and dispute resolution. Please contact Us if You would like to obtain Our brochure on the Code.

#### **YOUR PRIVACY**

Virginia Surety Company, Inc. is bound by the Australian Privacy Act 1988. In order for Us to provide You with Insurance We need to collect certain personal information about You. We collect personal information from You and Our business partners and service providers in connection with the Insurance. Collection of Your personal information from Our business partners and service providers usually occurs at the point of sale of the Insurance. If You do not provide Us with this information Your application may not be processed or, We may not be able to administer claims or handle inquiries in connection with the Insurance. The purposes for which We collect Your personal information are to provide the Insurance, handle inquiries about the Insurance, for security checks to verify Your identity, to administer claims and related, secondary or ancillary purposes. The personal information We collect may be disclosed to assessors, loss adjusters, and other service providers who perform activities in connection with the purposes for which We collect, as well as companies within The Warranty Group including Our companies in the UK, USA, China, 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 refer to the following website: <https://www.fcs.gov.au>.

#### **SUBROGATION**

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



## SECTION 2- POLICY WORDING

### DEFINITIONS

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

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

**APRA:** means the Australian Prudential Regulation Authority

**Cover:** means the protection provided by the Policy.

**Cancellation Fee:** means the \$55 fee (including GST) charged at the time of cancellation, where the cancellation is requested by You after the 'Cooling Off' period has expired.

**Excess:** 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.

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

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

**Period of Cover:** means the duration of time for which You are Covered as stated on the Policy Schedule.

**Policy:** means this Lenovo Ed3 Accidental Damage and Theft Protection Insurance.

**Policy Schedule:** refers to the document provided to You by Us which confirms the Cover You have purchased and includes any written amendments to the terms of this Policy that may apply to You.

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

**Product:** means the tablet computer/s, notebook/s, desktop/s, mobile workstations or fixed workstations listed in Your Policy Schedule.

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

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

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

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

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

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

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

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

**We, Us, Our:** means the insurer, Virginia Surety Company, Inc. (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, or Theft, We will elect at Our option, to repair the Product or if it is deemed a Total Loss, to provide You with a Replacement Product subject to Policy Wording terms and conditions that are provided herein.

Below are some examples of how We will repair or replace the Product under Your Lenovo Ed3 Accidental Damage and Theft 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
or Theft	Unit Replaced

**NOTE:** Reasonable care is to be exercised at all times with tablet devices such that they are in a protective cover whilst mobile.

**LIMIT OF LIABILITY**

The information below outlines the claim limits for the Covered Product that apply for each type of Cover under Your Lenovo Ed3 Accidental Damage and Theft Protection Insurance.

- The maximum number of Accidental Damage claims is limited to three (3) for the Period of Cover.
- The Policy allows for one (1) Theft claim over the Period of Cover.
- We will not accept any liability to You, or any subsequent owner or other User of the Product, for any incidental or consequential damages, including, but not limited to, liability or damages for the Product not being available for use, loss or corruption of data or software, personal injury, death, other indirect loss due to Product failure, or any and all incidental, indirect, special or consequential damages arising out of or in connection with the use or performance of the Product, even if You have advised Us of the possibility of such damages.

**EXCESS**

You must pay any applicable Excess specified on Your Policy Schedule each time You make a claim which We have accepted under the Policy. If You have more than one Product listed on Your Policy Schedule, a separate applicable Excess is payable in relation to each Product that is the subject of a claim. A repaired Product will not be returned or a Replacement Product will not be provided until the Excess is paid.

**WHEN AM I COVERED?**

Your Cover will commence on the day You purchase this insurance Policy from Us, provided We have issued You with a Policy Schedule confirming Our acceptance of Your 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 number of claims have been paid.

## CANCELLATION

### Cancellation by You

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

by mail: Virginia Surety Company, Inc.  
ADP Policy Admin  
PO Box 246  
Balwyn VIC 3103

by email: [vscau@thewarrantygroup.com](mailto:vscau@thewarrantygroup.com)

We will respond to You within 7 days of receiving Your request. If the Policy is cancelled after the cooling off period We will retain the proportionate premium for the time that Cover has been provided together with Our Cancellation Fee.

### Cancellation by Us

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

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

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

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

## **EXCLUSIONS**

### **USE IN SCHOOLS**

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

### **ITEMS NOT COVERED**

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

### **GENERAL EXCLUSIONS**

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

- Any and all pre-existing conditions that occur prior to the effective date of this Cover and/or any Product sold used, damaged, or "as-is" including but not limited to floor models, demonstration models, etc;
- Product repairs that should be covered by Lenovo's or other extended warranty or are a result of a recall, regardless of Lenovo'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;
- You have not taken reasonable care to prevent the damage;
- Consequential, special, incidental, indirect or punitive loss of any kind or any loss of profits, data, business, revenue, goodwill or anticipated savings – even if informed of their possibility and whether arising in contract, tort (including negligence) or otherwise;
- Failure of the Product caused by mechanical or electrical breakdown not resulting from Accidental Damage or use not in accordance with Product information or Lenovo's published guidelines;
- Any Product that is damaged or stolen while located outside of Australia or New Zealand;
- Any recovery or transfer of data stored on the Product. You are solely responsible for all data stored on the Product. We do not provide You any data recovery services under this Policy;
- If the Product has incurred Accidental Damage, or Theft when the Product has been made available to a person other than the Insured or the User;
- Any damage to the Product that is cosmetic only or does not otherwise affect Product functionality (e.g. broken plastic on ports) – nor any damage to consumable parts (e.g. batteries, covers) that diminish over time;
- Under this Policy, We are not obligated to repair normal wear and tear on the Product ( or otherwise due to the normal aging of 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 is mobile and not in a protective cover that suffers damage;
- Any Product that is intentionally damaged. If We find evidence of intentional damage, We are not obligated to repair or replace the Product;
- Loss or damage caused by war, invasion or act of foreign enemy, hostilities, civil war, rebellion, riot, strike, labour disturbance, lockout, or civil commotion;
- Loss or damage due to external causes including third party actions, fire, insects, animals, exposure to weather conditions, extreme temperature, windstorm, sand, dirt, flood, other natural disasters or acts of god;
- Loss or damage from abuse, misuse, introduction of foreign objects into the Covered Product, mechanical or electrical breakdown, unauthorized modifications or alterations to a Covered Product, failure to follow Lenovo's instructions, Product information or published guidelines;
- Cost of installation, set-up, diagnostic charges, removal or reinstallation of the Covered Product;
- Service where no problem can be found;
- Theft by the User, You or any of Your employees and/or their family members;
- Any Theft claim which is not substantiated by a colour photograph showing signs forcible entry and a detailed police report indicating Violent and Forcible Entry to a Locked Premises;
- Loss or damage due to Theft by an owner, employee, anyone an owner lives with or is related to, or by anyone who has unrestricted access to Your premises.

## CLAIMS

### ACCIDENTAL DAMAGE

In the event of Accidental Damage to Your Product which might give rise to a claim under this Policy You shall contact Us on 1800 086 886 for assistance or email Us at [lenovoadp@thewarrantygroup.com](mailto:lenovoadp@thewarrantygroup.com).

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 Covered 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.

Upon notification of a claim being lodged, You must give Us an opportunity to assess and inspect the loss or damage before any repairs or alterations are undertaken. If Your claim is accepted under the Policy, You will be required to pay the Excess applicable as outlined on Your Policy Schedule prior to any repairs taking place, or receiving a Replacement Product. Where We have replaced the damaged Product, 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.

The maximum number of Accidental Damage claims is limited to three (3) for the Period of Cover.

**THEFT PROTECTION**

All claims must be lodged by completing a claim form within 7 days of the incident occurring. You must include at Your cost a police report for the Theft. A copy of the police report must be provided, together with colour photographs showing the point of Violent and Forcible Entry e.g. broken door, lock, window with another photo showing the address of the premises broken into. For Theft a detailed police report would be required stating the events of how the entry was gained into the premises in cases where a colour photo is insufficient to show the point of Violent and Forcible Entry. This Policy allows for one (1) Theft claim over the Period of Cover selected.

To lodge a claim, please contact Us on 1800 086 886 for assistance or email Us at [lenovoadp@thewarrantygroup.com](mailto:lenovoadp@thewarrantygroup.com).

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

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

**ADDITIONAL CLAIMS INFORMATION**

You shall at Your own expense take all reasonable precautions to prevent loss and/or damage and to comply with statutory requirements and Lenovo’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.

<b>Contact Details</b>	
<b>Policy Enquiries</b>	<b>1800 086 886</b>
	<a href="mailto:vscau@thewarrantygroup.com">vscau@thewarrantygroup.com</a>
<b>Claim Lodgements</b>	<b>Lenovo.nua.com.au</b>
<b>Claim Enquiries</b>	<b>1800 086 886</b>
	<a href="mailto:lenovoadp@thewarrantygroup.com">lenovoadp@thewarrantygroup.com</a>