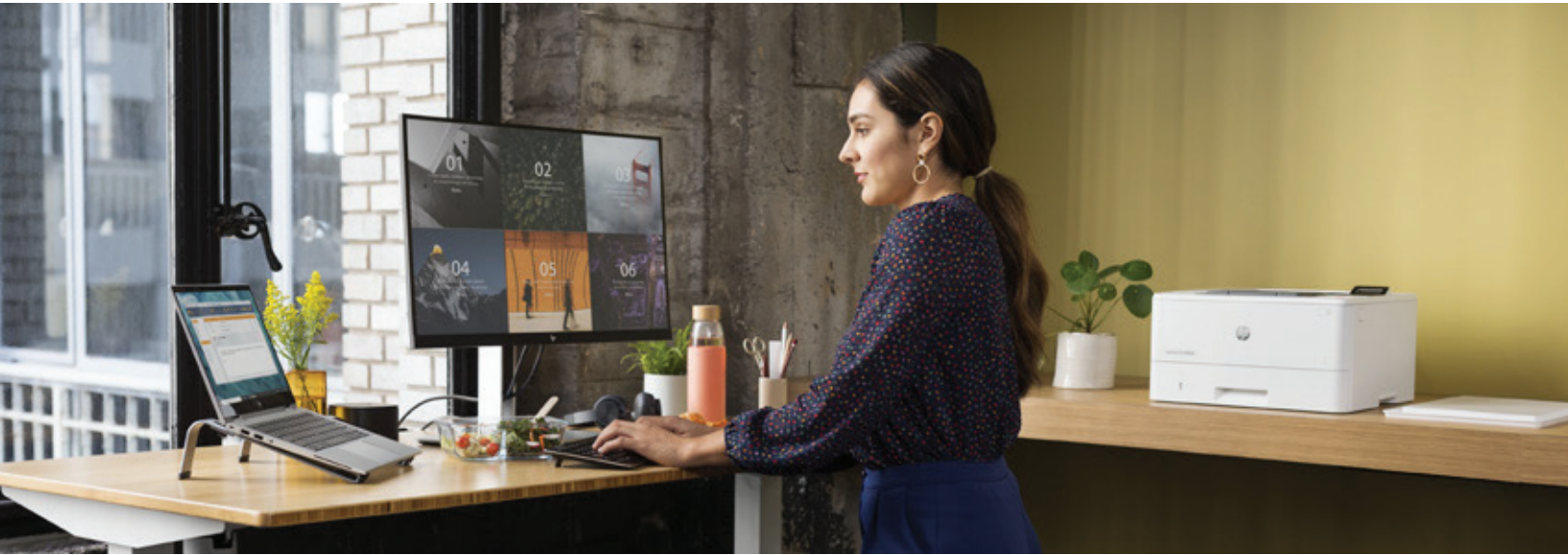


# HP Hardware Support Onsite Service

## HP Care Pack and Contractual Care Services



### Service feature highlights

- **Coverage begins on original hardware purchase date (even if prior to the date of purchase of the HP Care Pack Services)**  
Remote problem diagnosis and support
- Onsite hardware support
- Replacement parts and materials included
- Service-level options with different coverage windows
- Service-level options with different onsite response time for hardware support
- Escalation management
- Access to electronic support information and services
- HP electronic remote support solution (for eligible products only)
- **Accidental damage protection (AUD\$55 (including GST) service fee per claim)** (optional: for eligible products only)
- Accidental damage protection (nil service fee) (optional: for eligible products only)
- Defective media retention (optional; for eligible products only)
- Call-to-repair time commitment in lieu of onsite response time for hardware support (optional; for eligible products only)
- Enhanced parts inventory management (included with select, optional call-to-repair time commitments)
- **Desktop/workstation/thin client/notebook-only coverage (optional; for eligible products only)**

This HP Care Pack, together with the 'HP Support Service Agreement Terms & Conditions' ("Terms & Conditions") and the service specifications stated in the HP Care Pack Product Name or Description form the basis of your agreement with HP for Hardware Support Onsite Service ("Agreement") and the Accidental Damage cover provided by AIG Australia Limited ("AIG"). The Terms & Conditions can be located at [hp.com/go/cpc](http://hp.com/go/cpc)

### Service overview

HP Hardware Support Onsite Service provides high-quality remote assistance and onsite support for your covered hardware, helping you to improve product uptime.

You have the flexibility to choose between multiple predefined service-level options featuring several onsite response or call-to-repair time and coverage window combinations in various durations to address your specific service needs.

Service-level options with call-to-repair times provide IT managers with support specialists who will quickly begin troubleshooting the system to help return the hardware to operating condition within a specified timeframe. In addition, you may choose to purchase Accidental damage protection for your covered hardware. This cover has been arranged by HP with AIG Australia Limited ("AIG") Details of the Accidental damage protection and the terms and conditions governing this coverage are set out in the Product Disclosure statement (Appendix A) and this HP Care Pack. Accidental damage protection is available as either **Accidental damage protection (AUD\$55 (including GST) service fee per claim)** or Accidental damage protection (nil service fee). Full details of both options including coverage and exclusions are set out in Table 2 below.

**Accidental damage protection optional service feature, you must report accidental damage to HP as soon as reasonably possible after the incident date so that HP can expedite system repair. The report must have a detailed explanation of the accident, including when, where, and how it occurred, and a description of damage to the unit. HP may deny the claim if this information is not provided.**

## Specifications

**Table 1.** Service features

| Feature                                     | Delivery specifications   |
|---|---|
| <b>Remote problem diagnosis and support</b> | <p>Once the Customer has placed and HP has acknowledged the receipt of a call as described in 'General provisions', HP will work during the coverage window to isolate the hardware incident and to remotely troubleshoot, remedy, and resolve the incident with the Customer. Prior to any onsite assistance, HP may initiate and perform remote diagnostics using electronic remote support solutions to access covered products, or HP may use other means available to facilitate remote incident resolution.</p> <p>HP will provide telephone assistance for the installation of customer-installable firmware and Customer Self Repair parts during the service coverage window.</p> <p>Regardless of the Customer's coverage window, incidents with covered hardware can be reported to HP via telephone or Web portal, as locally available, or as an automated equipment reporting event via the HP electronic remote support solutions 24 hours a day, 7 days a week. HP will acknowledge the receipt by logging the call, assigning a case ID, and communicating that case ID to the Customer. Save for any condition, warranty, guarantee, right or remedy the Customer may have at law which cannot be excluded, limited or modified (including a consumer guarantee under the Australian Consumer Law), HP will determine the resolution of all reported incidents.</p>   |
| <b>Onsite hardware support</b>              | <p>For hardware incidents that cannot, in HP's judgment, be resolved remotely, an HP authorized representative will provide onsite technical support on covered hardware products to return them to operating condition. Save for any condition, warranty, guarantee, right or remedy the Customer may have at law which cannot be excluded, limited or modified (including a consumer guarantee under the Australian Consumer Law), for certain products, HP may elect to replace such products in lieu of repairing them. Replacement products are new or functionally equivalent to new in performance. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods. Replaced products become the property of HP.</p> <p>Once an HP authorized representative arrives at the Customer's site, the representative will continue to deliver the service, either onsite or remotely, at the discretion of HP, until the products are repaired. Work may be temporarily suspended if parts or additional resources are required, but work will resume when they become available. Save for any condition, warranty, guarantee, right or remedy the Customer may have at law which cannot be excluded, limited or modified (including a consumer guarantee under the Australian Consumer Law), repair is considered complete upon HP verification that the hardware malfunction has been corrected or that the hardware has been replaced.</p> <p>'Fix-on-Failure': In addition, at time of onsite technical support delivery, HP may:</p> <ul style="list-style-type: none"> <li>• Install available engineering improvements to help the Customer ensure proper operation of the hardware products and maintain compatibility with HP-supplied hardware replacement parts</li> </ul> |

| Feature  | Delivery specifications  |
|--|--|
| <b>Replacement parts and materials</b>           | <ul style="list-style-type: none"> <li>Install available firmware updates defined by HP as non-customer-installable that, in the opinion of HP, are required to return the covered product to operating condition or to maintain supportability by HP and for which the Customer has the required license to use, if applicable.</li> </ul> <p>'Fix-on-Request': In addition, at Customer request HP will install during coverage hours critical firmware updates defined by HP as non-customer-installable and for which the Customer has the required license to use, if applicable. Critical firmware updates are firmware updates recommended by the HP product division for immediate installation.</p> <p>HP will provide HP-supported replacement parts and materials necessary to maintain the covered hardware product in operating condition, including parts and materials for available and recommended engineering improvements. Replacement parts provided by HP shall be new or functionally equivalent to new in performance. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods. Replaced parts become the property of HP.</p> <p>Customers who wish to retain, degauss, or otherwise physically destroy replaced parts will be billed and required to pay the list price less any applicable discounts for the replacement part.</p> <p>Supplies and consumable parts are not supported and will not be provided as part of this service; standard warranty terms and conditions and your rights (if any) under the Australian Consumer Law apply to supplies and consumable parts.</p> <p><b>Maximum supported lifetime/maximum usage:</b><br/>Parts and components that have exceeded an acceptable maximum usage rate or duty cycle (including as specified in the manufacturer's operating manual, product Quick Specs or the technical product data sheet) will not be provided, repaired, or replaced as part of this service.</p> |
| <b>Coverage window</b>                           | <p>The coverage window specifies the time during which the described services are delivered onsite or remotely.</p> <p>Calls received outside this coverage window will be logged at the time the call is placed to HP, but will not be acknowledged as described in 'General provisions' until the next day for which the Customer has a coverage window.</p> <p>Coverage window options available for eligible products are specified in the Service-level options table.</p> <p>All coverage windows are subject to local availability. Contact a local HP sales office for detailed information on service availability</p>  |
| <b>Onsite response time for hardware support</b> | <p>For incidents with covered hardware that cannot be resolved remotely, HP will use commercially reasonable efforts to respond onsite within the specified onsite response time.</p> <p>Onsite response time specifies the period of time that begins when the initial call has been received and acknowledged by HP, as described in 'General provisions'. The onsite response time ends when the HP authorized representative arrives at the Customer's site, or when the reported event is closed with explanation that HP has determined it does not currently require an onsite intervention.</p>  |

| Feature  | Delivery specifications  |
|--|--|
|  | <p>Response times are measured during the coverage window only and may be carried over to the next day for which there exists a coverage window. Response time options available for eligible products are specified in the Service-level options table. All response times are subject to local availability. Contact a local HP sales office for detailed information on service availability.</p>   |
| <b>Escalation management</b>                                 | <p>HP has established formal escalation procedures to facilitate the resolution of complex incidents. Local HP management coordinates incident escalation, enlisting the skills of appropriate HP resources and/or selected third parties to assist with problem-solving.</p>  |
| <b>Access to electronic support information and services</b> | <p>As part of this service, HP provides access to certain commercially available electronic and Web-based tools. The Customer has access to:</p> <ul style="list-style-type: none"> <li>• Certain capabilities that are made available to registered users, such as downloading selected HP firmware or patches which may require additional entitlement through HP Software Support agreements, subscribing to hardware-related proactive service notifications, and participating in support forums for solving problems and sharing best practices with other registered users.</li> <li>• Expanded Web-based searches of entitled technical support documents, to facilitate faster problem-solving.</li> <li>• Certain HP proprietary service diagnostic tools with password access.</li> <li>• A Web-based tool for submitting questions directly to HP. The tool helps to resolve problems quickly with a pre-qualification process that routes the support or service request to the resource qualified to answer the question. The tool also allows the status of each support or service request submitted to be viewed, including cases submitted by telephone.</li> <li>• Search of HP and third-party hosted knowledge databases for certain third-party products in order to retrieve product information, get answers to support questions, and participate in support forums. This service may be limited by third-party access restrictions.</li> </ul> |
| <b>HP electronic remote support solution</b>                 | <p>For eligible products, the HP electronic remote support solution provides robust troubleshooting and repair capabilities. It can include remote system access solutions and may offer a convenient central point of administration and an enterprise view of open incidents and history. An HP support specialist will only use the remote system access with the Customer's authorization. The remote system access may enable the HP support specialist to provide more efficient troubleshooting and faster problem resolution.</p>  |

## Specifications (optional)

**Table 2.** Optional Service features

| Feature  | Delivery specifications   |
|--|---|
| <b>Accidental damage protection: (nil service fee)</b>                               | <p>This Accidental damage protection coverage is provided to you pursuant to a group insurance policy that HP has purchased from AIG. HP on behalf of AIG has previously provided you with a Product Disclosure Statement (“PDS”). A copy of the PDS can be accessed at <a href="http://hp.com.au/carepack/pds">hp.com.au/carepack/pds</a> and form part of this Accidental damage protection cover. Coverage is therefore subject to the terms found in this section and in the PDS.</p> <p>HP operates as a Group Purchasing Body under ASIC Class Order CO/081. As a group purchasing entity, HP is obliged to provide you with a Product Disclosure Statement (PDS) which can be accessed at <a href="http://hp.com.au/carepack/pds">hp.com.au/carepack/pds</a>. HP is not authorised to provide any financial advice in respect of this Accidental damage protection. The covered hardware is specified in <a href="http://hp.com.au/carepack/">hp.com.au/carepack/</a></p> <p>Please also note that this section is subject to cooling off rights under the Corporations Act (2001) Cth. The details of such cooling off rights are set out in the PDS.</p> <p>You are also entitled to cancel this Accidental damage protection cover at any time. However such cancellation (or cancellation under your cooling off rights) will automatically result in cancellation of the entire HP Care Pack Services found in this document.</p> <p>You are a beneficiary under the group policy purchased by HP. This means that, your claim for Accidental Damage will be covered and paid by AIG. AIG has appointed HP to handle any AD Claims.</p> <p>Accidental damage is defined as accidental physical damage, breakage or failure of a product due to an unexpected and unintentional event which affects its functionality.</p> <p>Covered perils include non-intentional liquid spills in or on the unit, drops, falls, and electrical surge, as well as damaged or broken liquid crystal displays (LCDs) and broken parts. Additional details and exclusions pertaining to the accidental damage protection are detailed in the ‘Service limitations’ section (including “Coverage and Exclusions applicable to accidental damage protection service feature options”).</p> |
| <b>Accidental damage Protection (AUD\$55 (including GST) service fee per claim)</b>  | <p>All of the Delivery Specifications listed in Accidental damage protection (nil service fee per claim) above apply. Additional details and exclusions pertaining to this accidental damage protection (AUD\$55 (including GST) service fee) are detailed in the “Service limitations” section (including “Coverage and Exclusions applicable to accidental damage protection service feature options”). <b>This Accidental Damage protection is provided on your payment of a AUD\$55 (including GST) service fee per claim.</b></p>  |
| <b>Accidental damage Protection (AUD\$110 (including GST) service fee per claim)</b> | <p>All of the Delivery Specifications listed in Accidental damage protection (nil service fee per claim) above apply. Additional details and exclusions pertaining to this accidental damage protection (AUD\$110 (including GST) service fee) are detailed in the “Service limitations” section (including “Coverage and Exclusions applicable to accidental damage protection service feature options”). <b>This Accidental Damage protection is provided on payment of a AUD\$110 (including GST) service fee per claim.</b></p>   |

| Feature  | Delivery specifications   |
|--|---|
| <b>Defective media retention</b>                           | <p>For eligible products, this service feature option allows the Customer to retain defective hard disk or eligible SSD/Flash drive components that the Customer does not want to relinquish due to sensitive data contained within the disk ('Disk or SSD/Flash Drive') covered under this service. All Disk or eligible SSD/Flash Drives on a covered system must participate in the defective media retention.</p>   |
| <b>One-time battery replacement</b>                        | <p>The One Time Battery Replacement Service Offers a one-time replacement of battery if the battery in the originally purchased product drops below 50% charge capacity during normal use OR if there is any functional battery failure beyond warranty period.</p> <p>This Care Pack terminates after you receive a battery replacement or when the service period expires on the supported product, whichever event occurs first.</p>   |
| <b>Call-to-repair time commitment for hardware support</b> | <p>A call-to-repair time commitment may be selected for eligible products in lieu of an onsite response time. For critical incidents (severity 1 or 2) with covered hardware that cannot be resolved remotely, HP will use commercially reasonable efforts to return the covered hardware to operating condition within the specified call-to-repair time commitment. For non-critical incidents (severity 3 or 4), or at the Customer's request, HP will work with the Customer to schedule an agreed-upon time for the remedial action to commence, and the call-to-repair time commitment will then start at that time. Incident severity levels are defined in 'General provisions'.</p> <p>Call-to-repair time refers to the period of time that begins when the initial call has been received and acknowledged by HP, as specified in 'General provisions'. Call-to-repair time ends with HP's determination that the hardware is repaired or when the reported event is closed with the explanation that HP has determined it does not currently require onsite intervention.</p> <p>Call-to-repair times are measured during the coverage window only and may be carried over to the next day for which there exists a coverage window.</p> <p>Call-to-repair time options available for eligible products are specified in the Service-level options table. Contact a local HP sales office for more information.</p> <p>Save for any condition, warranty, guarantee, right or remedy the Customer may have at law which cannot be excluded, limited or modified (including a consumer guarantee under the Australian Consumer Law), repair is considered complete upon HP verification that the hardware malfunction has been corrected or that the hardware has been replaced. Repair of hardware may result in loss of data. HP is not liable for any lost data and the Customer is responsible for implementing appropriate backup procedures. Verification by HP may be accomplished by the completion of a power-on self-test, standalone diagnostic or visual verification of proper operation. HP will determine the level of testing necessary to verify that the hardware is repaired. HP may temporarily or permanently replace the product in order to meet the repair time commitment. Replacement products are new or functionally equivalent to new in performance. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods. Replaced products become the property of HP.</p> |

| Feature  | Delivery specifications  |
|--|--|
|  | <p>It will take 30 days from the time this service is purchased to set up and perform necessary audits and processes before the hardware call-to-repair time commitment is in effect. During this initial 30-day period and for up to 5 additional business days after the audit is completed, HP will provide a 4-hour onsite response time.</p> <p>Nothing in this section is intended to exclude or limit any condition, warranty, guarantee, right or remedy the Customer may have at law which cannot be excluded, limited or modified (including a consumer guarantee under the Australian Consumer Law).</p>  |
| <p><b>Enhanced parts inventory management (included with select, optional call-to-repair time commitments)</b></p> | <p>To support HP call-to-repair time commitments, an inventory of critical replacement parts is maintained for call-to-repair Customers. This inventory is stored at an HP designated facility. These parts are managed to allow for increased inventory availability and are accessible to HP authorized representatives responding to eligible support requests.</p> <p>Nothing in this section is intended to exclude or limit any condition, warranty, guarantee, right or remedy the Customer may have at law which cannot be excluded, limited or modified (including a consumer guarantee under the Australian Consumer Law).</p>   |
| <p><b>Desktop/workstation/ thin client/ notebook-only coverage</b></p>   | <p>For eligible PC products, the Customer may choose desktop/ workstation/ thin client/notebook-only coverage. Notwithstanding anything to the contrary in this Agreement, HP Care Pack services with this coverage limitation do not cover the following options and accessories:</p> <ul style="list-style-type: none"> <li>• External monitor</li> <li>• Any external accessory that is not purchased and included in the original packaging of the main desktop, workstation, thin client, or notebook product</li> </ul> <p>The docking station or port replicator is covered within the country where the HP Care Pack service was purchased but is not covered outside the country of purchase.</p> |



## Specifications

**Table 3.** Service-level options

Not all service-level options are available on all products. The service-level options are chosen by the Customer at the time of purchase.

| Option   | Delivery specifications   |
|--|---|
| <b>Standard response time, standard business hours (9x5)</b> | <p>Service is available 9 hours per day between 8:00 am and 5:00 pm local time, Monday through Friday excluding public holidays in the relevant Australian state or territory.</p> <p>An HP authorized representative will arrive at the Customer's site during the coverage window to begin hardware maintenance services within a locally defined onsite response time after the service request has been received and acknowledged by HP. Locally defined onsite response times can vary and are dependent on local capabilities.</p> <p>Calls received outside the coverage window will be acknowledged the next coverage day and then serviced within the locally defined onsite response time.</p> <p>For information on the standard onsite response time that applies to a specific country or geographic region, please contact a local HP sales office.</p> |
| <b>Third-day response, standard business hours (9x5)</b>     | <p>Service is available 9 hours per day between 8:00 am and 5:00 pm local time, Monday through Friday excluding public holidays in the relevant Australian state or territory.</p> <p>An HP authorized representative will arrive at the Customer's site during the coverage window to begin hardware maintenance service the third coverage day after the call has been received and acknowledged by HP. Calls received outside the coverage window will be acknowledged the next coverage day and serviced within the following 3 coverage days.</p>  |
| <b>Next-day response, standard business hours (9x5)</b>      | <p>Service is available 9 hours per day between 8:00 am and 5:00 pm local time, Monday through Friday excluding public holidays in the relevant Australian state or territory.</p> <p>An HP authorized representative will arrive at the Customer's site during the coverage window to begin hardware maintenance service the next coverage day after the call has been received and acknowledged by HP. Calls received outside the coverage window will be acknowledged the next coverage day and serviced within the following coverage day.</p>  |
| <b>4-hour response, standard business hours (9x5)</b>        | <p>Service is available 9 hours per day between 8:00 am and 5:00 pm local time, Monday through Friday excluding public holidays in the relevant Australian state or territory.</p> <p>An HP authorized representative will arrive at the Customer's site during the coverage window to begin hardware maintenance service within 4 hours after the call has been received and acknowledged by HP. The 4-hour onsite response time is measured during the coverage window only. For calls received after 1:00 pm local time, the response time may be carried over to the next coverage window.</p>  |



| Option   | Delivery specifications  |
|--|--|
| <b>4-hour response, extended business hours (13x5)</b> | <p>Service is available 13 hours per day between 8:00 am and 9:00 pm local time, Monday through Friday excluding public holidays in the relevant Australian state or territory.</p> <p>An HP authorized representative will arrive at the Customer's site during the coverage window to begin hardware maintenance service within 4 hours after the call has been received and acknowledged by HP. The 4-hour onsite response time is measured during the coverage window only.</p> <p>For calls received after 5:00 pm local time, the response time may be carried over to the next coverage window.</p> |
| <b>4-hour response, extended business hours (13x7)</b> | <p>Service is available 13 hours per day between 8:00 am and 9:00 pm local time, Monday through Sunday including public holidays in the relevant Australian state or territory.</p> <p>An HP authorized representative will arrive at the Customer's site during the coverage window to begin hardware maintenance service within 4 hours after the call has been received and acknowledged by HP. The 4-hour response time is measured during the coverage window only.</p> <p>For calls received after 5:00 pm local time, the response time may be carried over to the next coverage window.</p>        |
| <b>4-hour response, 24x7</b>                           | <p>Service is available 24 hours per day, Monday through Sunday including public holidays in the relevant Australian state or territory. An HP authorized representative will arrive at the Customer's site any time and day of the year to begin hardware maintenance service within 4 hours after the call has been received and acknowledged by HP.</p>   |
| <b>6-hour call-to-repair</b>                           | <p>For critical incidents with covered hardware, HP will use commercially reasonable efforts to return the covered hardware to operating condition within 6 hours of the initial call to HP, if this time falls within the coverage window.</p>  |
| <b>24-hour call-to-repair, 24x7</b>                    | <p>Service is available 24 hours per day, Monday through Sunday including public holidays in the relevant Australian state or territory.</p> <p>For critical incidents with covered hardware, HP will use commercially reasonable efforts to return the covered hardware to operating condition within 24 hours after the call has been received and acknowledged by HP.</p>   |



## Coverage

This service provides coverage for eligible HP or Compaq-branded hardware products and HP-supported and supplied internal components such as memory and DVD-ROM drives, as well as attached HP or Compaq-branded accessories purchased together with the main product, such as mouse, keyboard, docking station and AC power adapter.

For HP point-of-sale (POS) systems and bundled product solutions such as retail solutions, kiosks, or carts, this service covers the base unit as well as attached HP-branded peripherals such as cash drawers, printers, pole displays for monitors, and bar-code readers or handheld scanners that have been sold as part of the POS or bundled product solution.

Coverage for eligible multivendor systems includes all standard vendor-supplied internal components and the external monitor, keyboard, and mouse.

Subject to any warranty, guarantee, right or remedy that cannot be excluded, limited or modified (including a consumer guarantee under the Australian Consumer Law), consumable items including, but not limited to, removable media, customer-replaceable batteries and tablet PC pens, maintenance kits, and other supplies, as well as user maintenance and non-HP devices, are not covered by this service.

For replacement parts and components that are discontinued, an upgrade path may be required. HP will work with the Customer to recommend a replacement. Subject to any warranty, guarantee, right or remedy that cannot be excluded, limited or modified (including a consumer guarantee under the Australian Consumer Law), not all components will have available replacements in all countries due to local support capabilities.

## Prerequisites

For hardware onsite response time options, HP strongly recommends that the Customer install and operate the appropriate HP remote support solution, with a secure connection to HP, in order to enable the delivery of the service. For hardware call-to-repair time commitments, HP requires that the Customer install and operate the appropriate HP remote support solution, with a secure connection to HP, in order to enable the delivery of the service. Please contact a local HP representative for further details on requirements, specifications, and exclusions. If the Customer does not deploy the appropriate HP remote support solution, HP may not deliver the services described in this Agreement. However, non-compliance with the obligations does not affect any right or remedy the Customer may have at law (including a consumer guarantee under the Australian Consumer Law). Installation of customer-installable firmware is the responsibility of the Customer and is not included in the service.

For Customers with licenses to firmware-based software products (features implemented in firmware activated by the purchase of a separate software license product) or licensed firmware, the Customer must also have, if available, an active HP Software Support agreement to receive, download, install, and use related firmware updates. HP will provide, install, or assist the Customer with the installation of firmware updates as previously described in this Agreement only if the Customer has the license to use the related software updates for each system, socket, processor, processor core, or end-user software license as allowed by the original HP or original manufacturer software license terms.

## Customer responsibilities

If the Customer does not act upon the specified Customer responsibilities, HP or the HP authorized service provider may not deliver the services as described in this Agreement. However, non-compliance with the obligations does not affect any right or remedy the Customer may have at law (including a consumer guarantee under the Australian Consumer Law).

If required by HP, the Customer or HP authorized representative must activate the hardware product to be supported within 10 days of purchase of this service, using the registration instructions within the Care Pack or the email document provided by HP, or as otherwise directed by HP. In the event that a covered product changes location (subject to HP consent), activation and registration (or a proper adjustment to existing HP registration) is to occur within 10 days of the change.

The call-to-repair time commitment is subject to the Customer providing immediate and unrestricted access to the system (including physical, remote troubleshooting and hardware diagnostic assessments), as requested by HP. If the Customer does not provide such access, HP may not comply with the call-to-repair time commitment. If the Customer requests scheduled service, the call-to-repair time period begins at the agreed-upon scheduled time.

For hardware onsite response time options HP strongly recommends and for hardware call-to-repair time commitments the Customer must install the appropriate HP remote support solution, with a secure connection to HP, and provide all necessary resources according to the HP remote support solution release notes, in order to enable the delivery of the service and options. When an HP remote support solution is installed, the Customer must also maintain the contact details configured in the remote support solution that HP will use in responding to a device failure. Please contact a local HP representative for further details on requirements, specifications, and exclusions.

Upon HP request, the Customer will be required to support HP's remote problem resolution efforts. The Customer will:

- Provide all information necessary for HP to deliver timely and professional remote support and to enable HP to determine the level of support eligibility
- Start self-tests and install and run other diagnostic tools and programs
- Install customer-installable firmware updates and patches
- Perform other reasonable activities to help HP identify or resolve problems, as requested by HP

The Customer is responsible for installing, in a timely manner, critical customer-installable firmware updates, as well as Customer Self Repair parts and replacement products delivered to the Customer.

The Customer agrees to pay additional charges if the Customer requests that HP install customer-installable firmware updates or patches. Any additional charges to the Customer will be on a time-and-materials basis, unless otherwise previously agreed in writing by HP and the Customer.

In cases where Customer Self Repair parts or replacement products are shipped to resolve a problem, the Customer is responsible for returning the defective part or product within a time period designated by HP. In the event HP does not receive the defective part or product within the designated time period or if the part or product is degaussed or otherwise physically damaged upon receipt, the Customer will be required to pay the HP list price less any applicable discounts for the defective part or product, as determined by HP. The Customer may have additional rights

at law which cannot be excluded, limited or modified (including a consumer guarantee under the Australian Consumer Law).

The Customer is responsible for the security of the Customer's proprietary and confidential information. The Customer is responsible for properly sanitizing or removing data from products that may be replaced and returned to HP as part of the repair process to ensure the safeguarding of the Customer's data. The repair of goods may result in loss of data.

For more information on Customer responsibilities, including those outlined in HP's Media Sanitization Policy and Media Handling Policy for Healthcare Customers, go to [hp.com/go/mediahandling](http://hp.com/go/mediahandling).

If the Customer chooses to retain repair parts covered under the defective media retention and/ or comprehensive defective material retention service feature options, it is the Customer's responsibility to:

- Retain physical control of the covered data retentive components at all times during support delivery by HP; HP is not responsible for data contained on the covered data retentive component
- Ensure that any Customer sensitive data on the retained the covered data retentive component is destroyed or remains secure
- Have an authorized representative present to retain the defective data retentive component, accept the replacement component, provide HP with identification information for each data retentive component retained hereunder, and, upon HP request, execute a document provided by HP acknowledging the retention of the data retentive component
- Destroy the retained data retentive component and/or ensure that it is not put into use again
- Dispose of all retained data retentive components in compliance with applicable environmental laws and regulations

For data retentive components supplied by HP to the Customer as loaner, rental, or lease products, the Customer will promptly return the replacement components at the expiration or termination of support with HP. The Customer will be solely responsible for removing all sensitive data before returning any such loaned, rented, or leased components or products to HP, and HP shall not be responsible for maintaining the confidentiality or privacy of any sensitive data that remains on such components.

### **Accidental damage protection (optional feature)**

For HP Care Pack offerings that include the accidental damage protection optional service feature, you must report accidental damage to HP as soon as reasonably possible after the incident date so that HP can expedite system repair. The report must have a detailed explanation of the accident, including when, where, and how it occurred, and a description of damage to the unit. HP may deny the claim if this information is not provided.

### **Defective media retention (optional feature)**

With the defective media retention service feature option, it is your responsibility to:

- Retain physical control of disks or SSD/flash drives at all times; HP is not responsible for data contained on disks or SSD/flash drives.
- Ensure that any sensitive data on the retained disks or SSD/flash drives is destroyed or remains secure.
- Provide HP with identification information for each disk or SSD/flash drive retained hereunder, and execute a document provided by HP acknowledging your retention of the disks or SSD/flash drives.
- Destroy the retained disk or SSD/flash drives and/or ensure that the disk or SSD/flash drive is not put into use again.
- Dispose of all retained disks or SSD/flash drives in compliance with applicable environmental laws and regulations.



For disks or SSD/flash drives supplied to you by HP as loaner, rental, or lease products, you will promptly return the replacement disks or SSD/flash drives at the expiration or termination of support with HP. **You will be solely responsible for removing all sensitive data before returning any such loaned, rented, or leased disks or SSD/flash drives to HP, and HP shall not be responsible for maintaining the confidentiality or privacy of any sensitive data that remains on such disk or SSD/flash drive.**

#### **One-time battery replacement service feature (optional feature)**

Customers who did not previously register their one-time battery service replacement should note that it is necessary to register the purchase before the battery replacement order can be completed. You will be required to provide “proof of purchase” at the time of the claim. You should be prepared to provide data from the purchase documentation to the call centre representative and to fax or mail a copy of the proof of purchase to HP. If you want HP to take care of the battery disposal and destruction of the hazardous battery in compliance to environmental standards and local regulations, please reach out to your HP representative. Additional charges may apply.

### Service limitations

Nothing in this Agreement excludes, restricts or modifies any condition, warranty, guarantee, right or remedy you may have at law (including a consumer guarantee under the Australian Consumer Law) which cannot be lawfully excluded or limited.

Service will be provided using a combination of remote diagnosis and support, services delivered onsite, and other service delivery methods. Other service delivery methods may include the delivery, via a courier, of customer-replaceable parts such as a keyboard, a mouse, or if agreed by the Customer, other parts classified by HP as Customer Self Repair parts, or an entire replacement product. The Customer may have additional rights at law which cannot be excluded, limited or modified (including a consumer guarantee under the Australian Consumer Law).

If the Customer agrees to the recommended Customer Self Repair (CSR) and a CSR part is provided to return the system to operating condition, the onsite service level shall not apply. In those cases, HP practice is to express ship Customer Self Repair parts that are critical to the product operation to the Customer location. For more details on the Customer Self Repair process and parts, please refer to [hp.com/go/selfrepair](http://hp.com/go/selfrepair).

An onsite response time will not apply if the service can be delivered using remote diagnosis, remote support, or other service delivery methods described above.

For HP point-of-sale (POS) systems and bundled product solutions such as retail solutions, kiosks, or carts, service may be provided onsite for the base unit only. Service for attached peripherals





will be provided by shipping replacement parts or entire replacement products for Customer Self Repair or installation by the technical courier delivering the part or product. The Customer may have additional rights at law which cannot be excluded, limited or modified (including a consumer guarantee under the Australian Consumer Law).

The following activities or situations will suspend the call-to-repair time calculation (if applicable) until they are completed or resolved:

- Any Customer or third-party actions or inaction impacting the repair process
- Any automated or manual recovery processes triggered by the hardware malfunction, such as disk mechanism rebuild, sparing procedures, or data integrity protection measures
- Any other activities not specific to the hardware repair but required to verify that the hardware malfunction has been corrected, such as rebooting the operating system

Call-to-repair time commitments and onsite response times do not apply to the repair or replacement of defective or depleted batteries for selected enterprise storage arrays and enterprise tape products.

A call-to-repair time commitment does not apply when the Customer chooses to have HP prolong diagnosis rather than execute recommended recovery procedures.

If the Customer requests scheduled service, the call-to-repair time period begins at the agreed-upon scheduled time.

The following activities are excluded from this Agreement:

- Backup, recovery, and support of the operating system, other software, and data
- Operational testing of applications, or additional tests requested or required by the Customer
- Troubleshooting for interconnectivity or compatibility problems
- Support for network-related problems
- Services required due to failure of the Customer to incorporate any system fix, repair, patch, or modification provided to the Customer by HP
- Services required due to failure of the Customer to take avoidance action previously advised by HP
- Services that, in the opinion of HP, are required due to improper treatment or use of the product
- Services that, in the opinion of HP, are required due to unauthorized attempts by non-HP personnel to install, repair, maintain, or modify hardware, firmware, or software
- Services that, in the opinion of HP, are required due to damage to products as a result of the use of non-HP consumables.

The Customer may have additional rights at law which cannot be excluded, limited or modified (including a consumer guarantee under the Australian Consumer Law).

### **Limitations to the one-time battery replacement service feature option:**

This Care Pack must be purchased within 90 days of the hardware purchase. Customers who do not purchase the one-time battery replacement service at time of hardware purchase have an option to purchase an after-market battery option kit from HP.

This service is for one (1) battery replacement per product under contract within the terms of service of the Care Pack. Coverage is limited to the primary battery that was originally configured and purchased with the product.

## Coverage and Exclusions applicable to the accidental damage protection service feature options

### **Coverage and exclusions applicable to all accidental damage protection options:**

Coverage for Accidental Damage protection is also subject to the applicable terms and conditions found in the rest of this document.

If your covered hardware suffers Accidental Damage, subject to the terms of the PDS, the Master Policy and this HP Care Pack Services Document, AIG will, at its discretion (through HP):

- (i) Repair the defect using new or refurbished parts that are functionally equivalent to new in performance, or
- (ii) Exchange the Product with a replacement product that is new or functionally equivalent to new in performance.

Provided you register your covered hardware and pay the premium (as detailed in the PDS and this document), Accidental damage protection is for a 3, 4 or 5 year period commencing from the date of purchase of your covered hardware (which may be earlier than the date of purchase of this HP Care Pack Services). The recommended retail price of a replacement product will not exceed the original purchase price of the replaced Product.

The 3-year period of cover consists of 3 consecutive one year period(s) of cover. The 4-year period of cover consists of 4 consecutive one year period(s) of cover. The 5-year period of cover consists of 5 consecutive one year period(s) of cover. The initial one year period of Cover shall commence from the date of purchase of your covered hardware and with each subsequent year(s) of cover commencing on the anniversary dates of the purchase of the covered hardware.

Maximum benefit- this varies subject to which Accidental damage protection option you have purchased. Please see below for details.

In the event of the entire replacement of the covered hardware, this Accidental damage protection cover ends and this HP Care Pack Services terminates. In such a case no further claims for accidental damage will be permitted irrespective of the year(s) of cover still available and irrespective of the number of claims made or not made. On termination no further HP Care Pack Services may be purchased or registered in respect of the replacement of the covered hardware.

Your Accidental damage protection cover will terminate when any of the following occurs:

- (i) the Accidental damage protection coverage is cancelled (see section 'Cancellation' in the PDS);
- (ii) the 3, 4- or 5-year period of cover expires;
- (iii) you sell the covered hardware;
- (iv) the "Maximum benefit" - (as set out below) has been reached;
- (v) AIG provides a refund as settlement of a claim; or
- (vi) this HP Care Pack Service is terminated

The maximum amount payable by AIG will be the original purchase price (inclusive of GST) of your covered hardware.

No Accidental damage protection cover shall be provided in connection with the following events and damage:



- Normal wear and tear; change in colour, texture, or finish; gradual deterioration; rust; dust; or corrosion
- Fire, a vehicular or homeowner's accident (in cases in which said accident is covered by an insurance policy or other product warranty), act of nature (including, without limitation, floods), or any other peril originating from outside the product
- Exposure to weather conditions or environmental conditions that are outside of HP specifications, exposure to hazardous (including bio-hazardous) materials, operator negligence, misuse, mishandling, improper electrical power supply, unauthorized repairs or attempts to repair, improper and unauthorized equipment modifications, attachments or installation, vandalism, animal or insect damage or infestation, defective batteries, battery leakage, lack of manufacturer-specified maintenance (including the use of inappropriate cleansers)
- Maintenance, repair, or replacement necessitated by loss or damage resulting from any cause other than normal use, storage, and operation of the product in accordance with the manufacturer's specifications and owner's manual
- Theft, loss, mysterious disappearance, or misplacement
- Data loss or corruption; business interruptions
- Fraud (including, but not limited to, incorrect, misleading, erroneous or incomplete disclosure of how the equipment was damaged to the Customer's adjudicator, the servicer, or HP)
- Accidental or other damage to the product that is cosmetic in nature, meaning damage that does not impact operation and functioning of the computer
- Computer monitor screen imperfections including, but not limited to, 'burn-in' and missing pixels, caused by normal use and operation of the product
- Damage to product(s) whose serial numbers are removed or altered
- Damage or equipment failure that is covered by manufacturer's warranty, recall, or factory bulletins
- Damage caused during the Customer's shipment of the covered product to or from another location
- Damage to hardware, software, media, data, etc., stemming from causes including, but not limited to, viruses; application programs; network programs; upgrades; formatting of any kind; databases; files; drivers; source code; object code or proprietary data; any support, configuration, installation or reinstallation of any software or data; or use of damaged or defective media
- Any and all pre-existing conditions that occurred (i.e., took place) prior to the purchase date of the HP Care Pack service
- Any equipment relocated outside the country of purchase
- Damaged or defective LCD screens when the failure is caused by abuse or is otherwise excluded herein
- Intentional damage that results in a cracked or damaged computer display screen or damaged monitor
- Damage due to police action, undeclared or declared war, nuclear incident, or terrorism
- Alteration or modification of the covered product in any way
- Unexplained or mysterious disappearance and any wilful act to cause damage to the covered product
- Losses or damage due to, or related to, a biological or chemical event(s)
- Losses or damage caused by your or your Customer's illegal acts
- Any losses or damages due to the order of any government, public authority, or customs official
- Reckless, negligent, or abusive conduct while handling or using the product. If protective items such as covers, carrying cases or pouches, etc., were provided or made available for use

with the covered product, the Customer must continually use these product accessories to be eligible for protection under this Accidental Damage Cover. Reckless, negligent, or abusive conduct includes, but is not limited to, the treatment and use of the covered product(s) in a harmful, injurious, or offensive manner that may result in its damage and any wilful or intentional damage to the product. Any damage resulting from such acts are NOT covered

- Any loss, damage or injury, or other contingency which is in any way due to:
  - a. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war; and
  - b. Civil commotion assuming the proportions of or amounting to a popular uprising, military rising, mutiny, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege or any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence.
- Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission and
- Any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- Any loss (whether temporary or permanent) of your property or any part thereof by reason of confiscation, requisition, detention or legal or illegal occupation of such property or any premises, vehicle or thing containing the same by any government authorities.
- Any loss, damage or other contingency happening during the existence of a state of emergency as declared by the local authorities (whether physical or otherwise) which is occasioned by or through or in consequence directly or indirectly of any of the said occurrences except to the extent that you shall prove that such loss, damage or other contingency happened independently of the existence of the state of emergency as declared by the local authorities.
- Any loss, damage, cost or expense or consequential to the loss however caused by, contributed by, resulting from or in connection with:
  - any Act of Terrorism, notwithstanding any provision to the contrary within this Policy or any endorsement thereto; and
  - any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

Where AIG decline any claim on this ground, you have the burden to show to the contrary that the exclusion(s) do not apply.

If, by virtue of any law or regulation which is applicable to the Insurer, its parent company or its ultimate controlling entity, at the inception of this Policy or at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches an applicable embargo or sanction, that Insurer shall provide no coverage and have no liability whatsoever nor provide any defense to the Insured or make any payment of defense costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such embargo or sanction. For the purposes of this clause, the Insurer is AIG Australia limited and the Insured is the Customer.

For those Customers with a history of significantly high claims, HP also reserves the right to work with the customer to limit any subsequent claims.

The Customer has the responsibility to report any accidental damage to HP as soon as reasonably possible after the incident date so that HP can expedite repair. If protective items such as covers, carrying cases or pouches, etc., were provided or made available for use with the covered product, it is the Customer's responsibility to continually use these product accessories for protection against damage to the covered product.

### **Accidental damage protection (A\$55 (including GST) service fee per claim**

Additional details and exclusions for this Accidental damage protection cover:

Maximum benefit - The maximum number of component parts that AIG will cover for the Product is 3 parts per individual year of cover.

### **Accidental damage protection (A\$110 (including GST) service fee per claim**

Additional details and exclusions for this Accidental damage protection cover:

Maximum benefit – There is a maximum number of 3 claims throughout the total coverage period (either 3 or 4 or 5 year coverage period).

### **Accidental damage protection (nil service fee)**

Additional details and exclusions pertaining to applicable 3, 4 or 5 year accidental damage protection

Service Fee- no service fee is payable for accidental damage protection.

Maximum benefit – There is a maximum number of 3 claims throughout the total coverage period (either 3 or 4 or 5 year coverage period).

### **For ADP Care Packs that include “1 ADP Claim” in the description set out in the ADP Care Packs**

Additional details and exclusions for this Accidental damage protection cover:

Service Fee- no service fee is payable for accidental damage protection.

Maximum benefit – There is a maximum number of 1 claim throughout the total coverage period (either 3, 4 or 5 year coverage period).

## **Limitations to the defective media retention and comprehensive defective material retention service feature options**

The defective media retention and comprehensive defective material retention service feature options apply only to eligible data retentive components replaced by HP due to malfunction. It does not apply to any exchange of data retentive components that have not failed.

Data Retentive components that are specified by HP as consumable parts and/or that have exceeded an acceptable maximum usage rate or duty cycle (including as specified in the manufacturer’s operating manual, the product Quick Specs, or the technical data sheet) are not eligible for the defective media retention or the comprehensive defective material retention service feature option.

Defective media retention service and comprehensive defective material retention service coverage for options designated by HP as requiring separate coverage, if available, must be configured and purchased separately.

SUBJECT TO ANY RIGHTS CUSTOMER MAY HAVE AT LAW WHICH CANNOT BE EXCLUDED, LIMITED OR MODIFIED, HP SHALL HAVE NO OBLIGATION WHATSOEVER WITH RESPECT TO THE CONTENTS OF OR THE DESTRUCTION OF ANY DATA RETENTIVE COMPONENT RETAINED BY THE CUSTOMER. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL HP OR ITS AFFILIATES, SUBCONTRACTORS, OR SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF OR MISUSE OF DATA UNDER THIS DEFECTIVE MEDIA RETENTION OR COMPREHENSIVE DEFECTIVE MATERIAL RETENTION SERVICE. NEITHER PARTY LIMITS THEIR LIABILITY FOR LIABILITY WHICH MAY NOT BE EXCLUDED, MODIFIED OR LIMITED BY APPLICABLE LAW.

## General provisions/Other exclusions

HP will acknowledge a call by logging a case, communicating the case ID to the Customer, and confirming the Customer's incident severity and time requirements for commencement of remedial action. Note: For events received via the HP electronic remote support solutions, HP is required to contact the Customer, determine the incident severity with the Customer, and arrange access to the system before the hardware call-to-repair time or hardware onsite response time period can start.

Incident severity is defined as:

- Severity 1—Critical Down: for example, production environment down: production system or production application down/at severe risk; data corruption/loss or risk; business severely affected; safety issues
- Severity 2—Critically Degraded: for example, production environment severely impaired; production system or production application interrupted/compromised; risk of re-occurrence; significant impact on business
- Severity 3—Normal: for example, non-production system (e.g., test system) down or degraded; production system or production application degraded with workaround in place; non-critical functionality lost; limited impact on the business
- Severity 4—Low: for example, no business or user impact

## Travel zones

All hardware onsite response times apply only to sites located within 80km of an HP designated support hub.

Response times to sites located more than 80km from an HP designated support hub will have modified response times for extended travel, as shown in the table below.

A call-to-repair time commitment is available for sites located within 50 miles (80 km) of an HP designated support hub.

For sites that are located within 51 to 100 miles (81 to 160 km) of an HP designated support hub, an adjusted hardware call-to-repair time commitment applies, as shown in the table below.

The hardware call-to-repair time commitment is not available for sites located more than 100 miles (160 km) from an HP designated support hub.

| Distance from HP designated support hub | 4-hour onsite response time                                       | Next/third-day onsite response time                               |
|---|---|---|
| 0–80 km                                 | 4 hours   | Next/third coverage day   |
| 81–160 km                               | 8 hours   | 1 additional coverage day   |
| 161–240 km                              | Established at time of order and subject to resource availability | 2 additional coverage days  |
| Beyond 240 km                           | Established at time of order and subject to resource availability | Established at time of order and subject to resource availability |

| Distance from HP designated support hub | 6-hour hardware call-to-repair time commitment                    | Next/third-day onsite response time                               |
|---|---|---|
| 0–80 km                                 | 6 hours   | 24 hours  |
| Beyond 80 km                            | Established at time of order and subject to resource availability | Established at time of order and subject to resource availability |

## Ordering information

All units and options with individually sold HP Care Pack services must be ordered with the same service level as the product they are contained in if that service level is available for those units and options.

Save for any condition, warranty, guarantee, right or remedy the Customer may have at law which cannot be excluded, limited or modified (including a consumer guarantee under the Australian Consumer Law), availability of service features and service levels may vary according to local resources and may be restricted to eligible products and geographic locations. To obtain further information or to order HP Hardware Support Onsite Service, contact a local HP sales representative and reference the following product numbers ('x' denotes the service length in years):

- HA101Ax for next-day response, standard business hours (9x5)
- HA103Ax for 4-hour response, extended business hours (13x5)
- HA104Ax for 4-hour response, 24x7
- HA105Ax for 6-hour call-to-repair, 24x7

Depending on the point of purchase and the requested service-level option, other product numbers may apply. Please consult a local HP representative or HP reseller regarding which product number will best meet your specific needs.

## For more information

For more information on HP Services, contact any of our worldwide sales offices or resellers or visit one of the following websites:

**HP Care Pack Services:** [hp.com.au/carepack](http://hp.com.au/carepack)

Get connected [hp.com/go/getconnected](http://hp.com/go/getconnected)

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# Accidental Damage Product Disclosure Statement and HP Disclosure Notice



## Target Market Determinations (TMDs)

From 5 October 2021, AIG Australia Limited (AIG) is required to have Target Market Determinations for its retail client insurance products in accordance with the Treasury Laws Amendment (Design and Distribution Obligations and Product Intervention Powers) Act 2019.

### What is a TMD?

A TMD is a document created by AIG which seeks to offer customers, distributors and staff with an understanding of the class of customers for which the product has been designed and sets out:

- who is in the target market and who the product is not designed for;
- any distribution conditions and restrictions for the product;
- review periods and events that may trigger a review of the TMD; and
- reporting obligations for AIG's distributors.

The TMD is not intended and should not be treated as a full summary of the product's terms and conditions and is not intended to provide financial advice. Customers must refer to the Product Disclosure Statement (PDS) and any supplementary disclosure documents for the terms and conditions of the product when making a decision to acquire the product.

TMD's for all AIG retail products are available on AIG's website at [aig.com.au/tmd](http://aig.com.au/tmd).

AIG is committed to offering high quality insurance products to meet our customer needs and which offer real value. AIG achieve this by taking a consumer-centric approach when designing and distributing our products.

### Important information

As a purchaser of eligible HP computing products, You are eligible for the benefit of Accidental Damage insurance cover (**AD Coverage**) under your Hardware Support Onsite Service benefits (**HP Care Pack Services**) provided you (i) pay a premium to receive the AD Coverage and (ii) you have registered your Product in accordance with the conditions found in the HP Care Pack Services document.

The AD Coverage is underwritten by AIG Australia Limited.

Please note while You may be eligible for coverage from the date of purchase of the AD Coverage/ HP Care Pack Services, without such registration, AIG Australia Limited (We, Us, Our) and HP will not be able to meet or process Your potential claim in the absence of such registration.

Please also note that any cooling off period (detailed below) commences from the date of Your purchase of the AD Coverage and not from the date of registration.

This Product Disclosure Statement (PDS) contains information about the key benefits and significant features of the AD Coverage and important information about Your rights and obligations including information about the Cooling Off Period, Privacy, General Insurance Code of Practice and Dispute Resolution. The purpose of this PDS is to give You information You may require to make an informed decision about whether to obtain the benefit of the AD Coverage.

Any information contained in this PDS is general information only and is not intended to constitute advice, nor is it a recommendation or an opinion that the AD Coverage is suitable for or takes into account, Your specific objectives, financial situation or particular needs.

Some of the words and phrases frequently used in this PDS and the Notice from HP (see below) have special meanings. Their meanings are explained in the section headed “Definitions” of this PDS.

Prepared by:

AIG Australia Limited

ABN 93 004 727 753 AFSL 381686

Level 13, 717 Bourke Street, Docklands

VIC 3008

Date prepared: 30 September 2021

### How the Accidental Damage insurance cover works

The AD Coverage is issued/insured by:

AIG Australia Limited

ABN 93 004 727 753 AFSL 381686

Level 13, 717 Bourke Street, Docklands VIC 3008

We issue/insure the AD Coverage pursuant to an Australian Financial Services Licence granted to Us by the Australian Securities and Investments Commission. We prepared this Product Disclosure Statement.

## NOTICE FROM HP

For the purposes of the Accidental Damage cover (**AD Coverage**), HP PPS Australia Pty Ltd (“HP”) is a group purchasing body and has arranged this AD Coverage through a group insurance policy (**Master Policy**) issued to HP by AIG Australia Limited (**AIG**). General factual information about the AD Coverage is set out in the Accidental Damage Product Disclosure Statement (**PDS**). Please read this information carefully. Should you require it, HP will provide you with a printed copy of this notice free of charge (contact details on page 6).

HP is not the issuer of the AD Coverage and does not guarantee any benefits under the Master Policy. AIG reimburses HP for any administrative costs necessarily incurred by HP to ensure AD Coverage is issued to you. You, however, are a beneficiary under the Master Policy. This means that, your claim for accidental damage (**AD Claim**) will be covered and paid by AIG. AIG has appointed HP to handle any AD Claims.

HP is not authorised to provide any financial advice in respect of the AD Coverage and does not hold an Australian Financial Services Licence. You may consider obtaining Your own financial product advice about AD Coverage from a person who is able to give such advice under an Australian Financial Services Licence.



If the Master Policy is terminated, AIG will continue to meet claims for the AD Coverage specified in the PDS and Terms provided that You have accepted Your AD Coverage prior to termination of the Master Policy and Your AD Claim is made within the duration of Your AD Coverage.

HP will give You prior written notice if the Master Policy ends but does not need to notify You if substantially similar cover applies or will apply for such period (or remainder of such period). If You are not provided with such notice, HP is liable to compensate You for any loss or damage You may suffer as a result of HP's failure to notify You. You can verify the status of Your AD Coverage by contacting HP (contact details on page 6).

## PRODUCT DISCLOSURE STATEMENT

### Cover available

Your purchase of the HP Care Pack Services includes this AD Coverage. AD Coverage means accidental physical damage, breakage or failure of Your Product due to an unexpected and unintentional event which affects its functionality, subject to the limits of liability, general exclusions and the terms of this PDS and the Master Policy and the terms found in the HP Care Pack Services Document in relation to AD Coverage. The Care Pack Services document will be provided simultaneously with this PDS.

### Benefits

If Your Product suffers Accidental Damage, We will either (through HP):

- (i) repair the Product using new or refurbished parts that are functionally equivalent to new in performance, or
- (ii) replace the Product with another HP product that is new or functionally equivalent to new in performance.

### Limits of cover

Notwithstanding anything else in this PDS, the following limits of liability apply to this AD Coverage: Depending on the level of cover purchased, AD Coverage is either for a three, four or five year period commencing from the date of purchase of the Product.

The 3, 4- or 5-year period of cover consists of three (3) or four (4) or five (5) Year(s) of Cover (as defined below). The initial Year of Cover shall commence from the date of purchase of Your Product and with each subsequent Year(s) of Cover commencing on the anniversary dates of the purchase of Your Product.

The maximum number of component parts that We will cover for the Product is for AD Coverage with A\$ 55 (including GST) service fee, 3 parts per Year of Cover. The maximum number of claims We will cover for AD Coverage with A\$ 110 (including GST) service fee is 3 claims per total, aggregate Years of Cover. The maximum number of claims We will cover for AD Coverage with no service fee is 3 claims per total, aggregate Years of Cover. The maximum number of claims We will cover for AD Coverage with no service fee and 1 claim is 1 claim per total, aggregate Years of Cover.

However in the event of the entire replacement of the Product, this AD Cover and HP Care Pack Services terminates and no further claims for AD Cover will be permitted irrespective of the Year(s) of Cover still available and irrespective of the number of claim made or not made. In such an event no further HP Care Pack Service may be purchased or registered for the replacement Product.

The maximum amount payable by Us will be the original purchase price (inclusive of GST) of Your Product.

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.

### Service Fee

A service fee of A\$55.00 or A\$ 110.00 (including GST) applies to each and every claim and is payable to HP. If You have multiple Products damaged in a single event of Accidental Damage, You will only pay one service fee. Your damaged Product will not be returned until the Service Fee has been paid. For certain eligible Products, You may be able to purchase from HP Care Pack Services with nil service fee.

### Period of cover

Your AD Coverage will commence on the date of purchase of Your Product and provided You register Your product and pay the premium.

Your cover will terminate when any of the following occurs:

- i. the AD Coverage is cancelled (see section 'Cancellation' in this PDS);
- ii. the 3, 4- or 5-year period of cover expires;
- iii. You sell the Product;
- iv. the maximum benefit (as set out under "Limits of Cover") has been reached;
- v. We provide a refund as settlement of a claim; or
- vi. Your HP Care Pack Service is terminated.

For purposes of clarification, Your AD Coverage will expire 3, 4- or 5-year after commencement of cover.

## What's not covered

### Items not covered

This AD Coverage does not cover items such as docking stations, external modems, external speakers, game devices, secondary monitors, external mouse, external keyboard on notebooks, externally-attached devices, components, cases, 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

AD Coverage does not include:

1. normal wear and tear; change in colour, texture, or finish; gradual deterioration; rust; dust; or corrosion;
2. fire, a vehicular or homeowner's accident (in cases in which said accident is covered by an insurance policy or other product warranty), act of nature (including, without limitation, floods), or any other peril originating from outside the Product;
3. exposure to weather conditions or environmental conditions that are outside of HP specifications, exposure to hazardous (including bio-hazardous) materials, operator negligence, misuse, mishandling, improper electrical power supply, unauthorized repairs or attempts to repair, improper and unauthorized equipment modifications, attachments or installation, vandalism, animal or insect damage or infestation, defective batteries, battery leakage, lack of manufacturer-specified maintenance (including the use of inappropriate cleansers);
4. maintenance, repair, or replacement necessitated by loss or damage resulting from any cause other than normal use, storage, and operation of the Product in accordance with the manufacturer's specifications and owner's manual;
5. theft, loss, mysterious disappearance, or misplacement;

6. data loss or corruption; business interruptions;
7. fraud (including, but not limited to, incorrect, misleading, erroneous or incomplete disclosure of how the Product was damaged to the customer's adjudicator, the servicer, or HP);
8. accidental or other damage to the Product that is cosmetic in nature, meaning damage that does not impact operation and functioning of the computer;
9. computer monitor screen imperfections including, but not limited to, 'burn-in' and missing pixels, caused by normal use and operation of the Product;
10. damage to Product(s) whose serial numbers are removed or altered;
11. damage or equipment failure that is covered by manufacturer's warranty, recall, or factory bulletins;
12. damage caused during the shipment of the Product to or from another location;
13. damage to hardware, software, media, data, etc., stemming from causes including, but not limited to, viruses; application programs; network programs; upgrades; formatting of any kind; databases; files; drivers; source code; object code or proprietary data; any support, configuration, installation or reinstallation of any software or data; or use of damaged or defective media;
14. any and all pre-existing conditions that occurred prior to the purchase date of the AD Coverage;
15. any Product relocated outside the country of purchase;
16. damaged or defective LCD screens when the failure is caused by abuse or is otherwise excluded herein;
17. intentional damage that results in a cracked or damaged computer display screen or damaged monitor;
18. damage due to police action, undeclared or declared war, nuclear incident, or terrorism;
19. alteration or modification of the Product in any way;
20. unexplained or mysterious disappearance and any wilful act to cause damage to the covered Product;
21. losses or damage due to, or related to, a biological or chemical event(s);
22. losses or damage caused by Your illegal acts;
23. any losses or damages due to the order of any government, public authority, or customs official; and
24. reckless, negligent, or abusive conduct while handling or using the Product. If protective items such as covers, carrying cases or pouches, etc., were provided or made available for use with the Product, the customer must continually use these product accessories to be eligible for protection under this AD Coverage. Reckless, negligent, or abusive conduct includes, but is not limited to, the treatment and use of the Product(s) in a harmful, injurious, or offensive manner that may result in its damage and any wilful or intentional damage to the Product. Any damage resulting from such acts are NOT covered.
25. any loss, damage or injury, or other contingency which is in any way due to:
  - a. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war; and
  - b. Civil commotion assuming the proportions of or amounting to a popular uprising, military rising, mutiny, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege or any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence.

26. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission; and
27. any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
28. any loss (whether temporary or permanent) of Your property or any part thereof by reason of confiscation, requisition, detention or legal or illegal occupation of such property or any premises, vehicle or thing containing the same by any government authorities.
29. any loss, damage or other contingency happening during the existence of a state of emergency as declared by the local authorities (whether physical or otherwise) which is occasioned by or through or in consequence directly or indirectly of any of the said occurrences except to the extent that You shall prove that such loss, damage or other contingency happened independently of the existence of the state of emergency as declared by the local authorities.
30. any loss, damage, cost or expense or consequential to the loss however caused by, contributed by, resulting from or in connection with:
  - a. any act of terrorism, notwithstanding any provision to the contrary within this Policy or any endorsement thereto; and
  - b. any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

Where We decline any claim on this ground, You have the burden to show to the contrary that the exclusion(s) do not apply.

## Cancellation

### Cancellation by You

You may cancel this AD Coverage at any time by advising HP in writing:

Email: [au\\_directorders@hp.com](mailto:au_directorders@hp.com)

HP on Our behalf will respond to You within seven (7) days of receiving Your request. If the AD Coverage is cancelled after the Cooling Off Period, We will retain the proportionate premium for the time that Cover has been provided. Please note cancellation of the AD Cover will automatically result in termination of the HP Care Pack Services

### Cancellation by Us

We may cancel this AD Coverage by giving You notice for reasons including:

- (i) failure to comply with the conditions of this AD Coverage;
- (ii) misrepresentation prior to obtaining this AD Coverage;
- (iii) non-payment of premium.

If We cancel Your cover, We will retain the proportionate premium for the time that cover has been provided.

If Your cover is cancelled by You or Us after the Cooling Off Period, We will not refund Your premium if You have already made a claim. All refunds for cancellations are calculated on a pro-rata basis. If We cancel the AD Coverage, the HP Care Pack Services will also terminate.

## Costs

### Premiums

You are the beneficiary under the Master Policy and the cost of the AD Coverage ranges from 20% to 60% of the cost of the HP Care Pack Services and is dependent on the actual cost of the product.

### GST

The amount of premium payable for this Policy also includes an amount on account of GST. The sums insured under this Policy exclude GST.

When We make a payment under this Policy for the acquisition of goods, services or other supplies We will reduce the payment by the amount of any input tax credit that You are or would have been entitled to if You made a relevant acquisition.

Where You are registered for GST You must tell us Your correct input tax credit entitlement. Any fines or penalties arising from Your incorrect advice are payable by You.

### How to make a claim

You have the responsibility to report any accidental damage to HP as soon as reasonably possible after the incident date so that HP can expedite repair.

If protective items such as covers, carrying cases or pouches, etc., were provided or made available for use with the Product, it is Your responsibility to continually use these product accessories for protection against damage to the Product.

When You make a claim, You may be required to provide an explanation of where and when the accident occurred with a detailed description of the actual event.

You can make a claim by contacting HP at: Telephone: 131 047

### Cooling off period

Once Your AD Coverage has commenced You have a 15-day cooling off period within which You may cancel the AD Coverage. To cancel Your AD Coverage during the cooling off period, please send HP Your written request to cancel Your AD Coverage. You will receive a full refund less the value of any claims. No refund will be made if You have made a claim during the cooling off period. Cancellation within the cooling off period will automatically result in termination of the HP Care Pack Services.

### The Code of Practice

We are a signatory to the General Insurance Code of Practice ("Code"). The Code sets out the minimum standards of service that can be expected from the insurance industry and requires insurers to be open, fair and honest in their dealings with customers.

We are committed to adhering to the objectives of the Code and to uphold these minimum standards when providing services covered by this Code. The Code objectives will be followed having regards to the law and acknowledging that a contract of insurance is a contract based on the utmost good faith.

For more information on the Code, please visit  
"<http://www.codeofpractice.com.au/>"codeofpractice.com.au

### Your duty of disclosure

Before You enter into an insurance contract, You have a duty of disclosure under the Insurance Contracts Act 1984.

If We ask you questions that are relevant to Our decision to insure You and on what terms, You must tell Us anything that You know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until We agree to insure You.

### **If You do not tell Us something**

If You do not tell Us anything You are required to tell Us, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

### **Duty to take reasonable care not to make a misrepresentation**

If you enter into a contract for this insurance product:

- on or after 5 October 2021, and
- are obtaining the insurance wholly or predominantly for your own personal, domestic or household purposes,

you will have a new duty to take reasonable care not to make a misrepresentation.

The previous duty of disclosure applies before that date and also continues to apply to contracts which are not for the purposes above.

### **Your duty**

You have a duty to take reasonable care not to make a misrepresentation to us before the contract of insurance is first entered into. You have the same duty when you renew, extend, vary or reinstate the contract.

This means that you must take reasonable care to answer accurately and completely all of the questions we ask you. If you are unsure about the requirements of any of our questions, please tell us. If you need to check your records or other information before answering, please make sure you do so.. In answering our questions, you should also make sure you provide accurate and complete answers for anyone else to whom the questions apply.

Your compliance with this duty is very important as we make our decisions whether to insure you and, if so, on what terms based on the information you provide.

If you fail to take reasonable care and make a misrepresentation to us, we may be entitled to:

- cancel your contract;
- deny a claim or reduce the amount we will pay you if you claim, or

if the misrepresentation was made fraudulently, treat the policy as if it never existed.

### **Privacy consent and disclosure**

This notice sets out how We collect, use and disclose personal information about:

- You, if an individual; and
- other individuals You provide information about.

Further information about Our Privacy Policy is available at [www.aig.com.au](http://www.aig.com.au) or by contacting Us at [australia.privacy.manager@aig.com](mailto:australia.privacy.manager@aig.com) or on 1 300 030 886.

### **How We collect Your personal information**

We usually collect personal information from You or Your agents.

We may also collect personal information from:

- Our agents and service providers;
- other insurers;
- people who are involved in a claim or assist Us in investigating or processing claims, including third parties claiming under Your AD Coverage, witnesses and medical practitioners;
- third parties who may be arranging insurance cover for a group that You are a part of;
- providers of marketing lists and industry databases; and
- publicly available sources.

### **Why We collect Your personal information**

We collect information necessary to:

- underwrite and administer Your insurance cover;
- maintain and improve customer service;
- advise You of Our and other products and services that may interest You; and
- improve customer service and products and carry out research and analysis, including data analytics

You have a legal obligation under the Insurance Contracts Act 1984 to disclose certain information. Failure to disclose information required may result in Us declining cover, cancelling Your insurance cover or reducing the level of cover, or declining claims.

### **To whom We disclose Your personal information**

In the course of underwriting and administering Your AD Coverage We may disclose Your information to:

- Your or Our agents entities to which We are related, reinsurers, contractors or third party providers providing services related to the administration of Your AD Coverage (including HP);
- banks and financial institutions for policy payments;
- Your or our agents assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- other entities to enable them to offer their products or services to You; and
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law;
- entities to which We are related and third party providers for data analytics functions.

We are likely to disclose information to some of these entities located overseas, including in the following countries: United States of America, United Kingdom, Singapore, Malaysia, the Philippines, India, Hong Kong, New Zealand, Canada, Bermuda, Ireland, Belgium, the Netherlands, Germany, France as well as any country in which You have a claim and such other countries as may be notified in Our Privacy Policy from time to time.

You may request not to receive direct marketing communications from Us.

### **Access to Your personal information**

Our Privacy Policy contains information about how You may access and seek correction of personal information We hold about You. In summary, You may gain access to Your personal information by submitting a written request to Us. In some circumstances permitted under the Privacy Act 1988 (Cth), We may not permit access to Your personal information. Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

### **Complaints**

Our Privacy Policy also contains information about how You may complain about a breach of the applicable privacy principles and how We will deal with such a complaint.

### **Consent acknowledgment**

Your application for the AD Coverage may include a consent that You, and any other individuals You provide information about, consent to the collection, use and disclosure of personal information as set out in this notice.



## Financial Claims Scheme

The protection provided under the Federal Government's Financial Claims Scheme (the "Scheme") applies to this Insurance. In the unlikely event that We are unable to meet our obligations under this insurance, as a person entitled to make a claim under this insurance cover, You may be entitled to payment under the Scheme (access to the Scheme is subject to eligibility criteria). Information about the Scheme can be obtained from the APRA website at [fcs.gov.au](http://fcs.gov.au).

## Complaints and Feedback

Learning about your experiences with us and our service partners helps to improve the way we do business with you. If you have feedback, or an issue you would like resolved we encourage you to make contact. Below is information on how to contact us and how we will work together to resolve any concerns you have.

### How to provide feedback

#### 1. Speak to our Complaints team

Our complaints team can be contacted on 1800 339 669. To get the best out of your call with us, please have your policy and/or claim number available and any specific information about the issue.

#### 2. Provide your feedback in writing

If you would prefer to provide your feedback or complaint in writing you can do so by lodging your complaint on our website, or by writing to:

The Complaints Team  
ALG Australia Limited  
Level 13, 717 Bourke Street  
Docklands VIC 3008

Email: [aucomplaints@aig.com](mailto:aucomplaints@aig.com)

### What happens if you make a complaint?

If you make a complaint, we will record your complaint and make sure that your concerns are addressed as quickly as possible and seek to achieve a fair outcome for both parties.

We will assess your complaint upon receipt. During the complaints process as set out in this notice, we will meet the following requirements in respect of your complaint.

- Acknowledge your complaint within one (1) business day.
- We will tell you who will handle your complaint and their contact details.
- We will, where applicable, keep you informed via your preferred method of communication of the progress of your complaint every ten (10) business days, more frequently or necessary or as agreed by both of us.
- We will treat your complaint respectfully and handle all personal information in accordance with our Privacy Policy.
- Within 30 calendar days from the date we receive your complaint, we will provide a response to your complaint

If we cannot meet any of the stated time frames, we will communicate to you the reasons why this has not been possible. We will also advise you when you should expect to receive a response or decision, your right to complain to the Australian Financial Complaints Authority (AFCA) if you are dissatisfied with such reasons and provide you with the contact details for AFCA.

### **What you can do if you are not happy with our response or handling of your complaint**

If you are not satisfied with our response or the handling of your complaint, you may wish to have the matter reviewed by our Internal Dispute Resolution Committee (“Committee”).

If you wish to have your complaint reviewed by the Committee, please telephone or write to the complaints team as per the details above. As part of your request, please include detailed reasons for requesting the review and the outcome you are seeking. This information will assist the Committee in carrying out its assessment and review of your complaint.

A written response setting out the final decision of the Committee and the reasons for this decision will be provided to you.

If we are unable to provide a response within 30 calendar days of receipt of the initial complaint, we will inform you of (i) the time frame for when your complaint will be heard by the Committee, (ii) when you should expect to receive a response from the Committee; (iii) the reasons for such delay; (iv) your right to complain to AFCA if you are dissatisfied with such reasons; and (v) the contact details for AFCA.

You can take your complaint to AFCA at any time, including:

- if we have been unable to resolve your complaint within 30 calendar days;
- you are dissatisfied with the outcome of your complaint; or
- you are dissatisfied with the findings of the Committee.

AFCA provides a fair and independent financial services complaint resolution service that is free to consumers. AFCA can make decisions with which AIG is obliged to comply.

Under AFCA Rules, your complaint may be referred back to us if it has not gone through our complaints process.

AFCA's contact details are:

Australian Financial Complaints Authority (AFCA)

GPO Box 3

Melbourne VIC 3001

Website: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Phone: 1800 931 678 (free call)

The use of AFCA does not preclude you from subsequently exercising any legal rights which you may have if you are still unhappy with the outcome. Before doing so however, we strongly recommend that you obtain independent legal advice.

If your complaint does not fall within AFCA's Rules, we will advise you to seek independent legal advice or give you information about any other external dispute resolution options where available to you.

### Changes to this PDS

The information in this document is current as at the date of this PDS. We may change some of the information in the PDS that is not materially adverse from time to time without needing to notify You. You may review the current version of the PDS at any time by visiting the HP website at [www.hp.com.au/carepack/pds](http://www.hp.com.au/carepack/pds).

Should You require it, We will provide You with a paper version of this PDS free of charge upon receipt of such request. If it becomes necessary, We will issue a supplementary or replacement PDS.

### Definitions

**Accidental Damage** means accidental physical damage, breakage or failure of Your Product due to an unexpected and unintentional event which affects its functionality.

**AD Coverage** means the accidental damage cover that commences immediately upon Your acceptance of the AD Coverage and payment of the premium.

**HP** means HP PPS Australia Pty Ltd ABN 16 603 480 628.

**Master Policy** means the group insurance policy issued to HP by Us.

**Product** means eligible HP or Compaq branded hardware products and HP supported and supplied internal components such as memory and DVD-ROM drives, as well as attached HP or Compaq branded accessories purchased together with the main product, such as mouse, keyboard, docking station and AC power adapter.

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This document consolidates information previously contained in separate data sheets for HP Care Pack Services and Contractual Care Services into a single data sheet.

