



ACER CARE ACCIDENTAL DAMAGE PROTECTION INSURANCE

Combined Financial Services Guide and Product Disclosure Statement

Product Disclosure Statement prepared on 1 November 2018

**Insurer: Virginia Surety Company, Inc. (ARBN 080 339 957)
Australian Financial Services Licence number 245579**

This document is a combined Financial Services Guide and Product Disclosure Statement for Acer Care Accidental Damage Protection Insurance (Combined FSG and PDS).

This Combined FSG and PDS is divided into two parts:

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

INTRODUCTION

It is important before You purchase Acer Care Accidental Damage Protection Insurance that You read and understand this Combined Financial Services Guide (FSG) and Product Disclosure Statement (PDS) in its entirety. It contains important information as required under the *Corporations Act 2001* (Cth) and it includes information on the extent of the cover and its limitations.

If You do not understand anything in this document, please contact Us and We will explain any queries You may have in respect of this document.

PLEASE CAREFULLY READ THIS DOCUMENT AND RETAIN FOR YOUR RECORDS

Part A

FINANCIAL SERVICES GUIDE (FSG): Prepared on 1 November 2018

The Acer approved seller is an authorised distributor of Virginia Surety Company, Inc. ARBN 080 339 957, AFSL No. 245579 (VSC) in respect of Acer Care Accidental Damage Protection Insurance. This FSG is issued by VSC. References in this FSG to 'We', 'Our' or 'Us' are references to VSC.

Important information

This FSG is provided to assist You in making informed decisions about purchasing Acer Care Accidental Damage Protection Insurance. It explains the financial services provided and how Acer Computer Australia Pty Ltd ABN 78 003 872 768 (Acer) and the Acer approved resellers are remunerated and how Your complaints are dealt with.

Authorised services

Acer is an authorised representative of VSC and with the consent of VSC has a number of approved resellers to sell Acer products direct to the public. The Acer approved reseller is authorised under an agreement with VSC to arrange for the issue of Acer Care Accidental Damage Protection Insurance to You on a no advice basis. They can answer general questions You may have about the Policy, assist with Your application, and accept payment. They can give You general factual information, but cannot advise You if the Policy is appropriate to meet Your particular needs and they cannot provide You with any financial product advice (as defined in the *Corporations Act (Cth) 2001*).

Where the Acer approved reseller provides factual information to You about Acer Care Accidental Damage Protection Insurance, or arrange Acer Care Accidental Damage Protection Insurance for you, please refer to the Product Disclosure Statement (PDS) contained in Part B of this document to ensure the cover provided suits Your individual needs. The PDS contains information about the particular Policy, including any relevant risks, benefits and significant characteristics of the Policy. It contains important information about the Policy that will assist You in making an informed decision. You should read the PDS carefully.

Remuneration

The Acer approved reseller receives remuneration when You purchase Acer Care Accidental Damage Protection Insurance. VSC will pay Acer a commission of up to twenty nine percent of the premium You Pay (excluding taxes and charges). The rate of commission does not represent Acer's profit margin as it reimburses them for expenses incurred in distributing the insurance. The Acer approved reseller will receive a portion of this commission, up to ten percent from Acer. This commission is included in Your premium and is not an extra charge to You.

How can You provide Us with instructions?

If You want to update Your Policy information in relation to Acer Care Accidental Damage Protection Insurance, You can do so by contacting Us. See Our contact details below.

Your Privacy

We are committed to ensuring the privacy of Your personal information. Please see the 'Your Privacy' section of the PDS document.

If You have a complaint

If You have a complaint in relation to the financial services provided by Us or the Acer approved reseller, please see the 'Dispute Resolution' section of the PDS for more details on how to resolve the matter.

Contact

You can contact Us by phone on 1300 654 611, by fax on (03) 9862 3299, by post at PO Box 246, Balwyn VIC 3103 or by email at customerfeedback@thewarrantygroup.com.

Our Corporate Office address is Level 2, 693 Burke Road, Camberwell, VIC, 3124.

Part B

SECTION 1 - PRODUCT DISCLOSURE STATEMENT: Updated 1 November 2018

THE PURPOSE OF THIS PRODUCT DISCLOSURE STATEMENT (PDS)

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

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

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

WHO IS THE INSURER?

This insurance Policy is underwritten and issued by Virginia Surety Company, Inc. (ARBN 080 339 957) (VSC) of Level 2, 693 Burke Road, Camberwell VIC 3124. In this PDS, the Insurer is called 'We', 'Us' or 'Our'. We are a foreign general insurer in Australia and we hold an Australian Financial Services Licence number 245579. We are regulated by APRA and ASIC. You can contact Us:

- by phone on 1300 654 665;
- by writing to Us at PO Box 246, Balwyn VIC 3103;
- by emailing Us at vscau@thewarrantygroup.com.

Acer approved resellers have been approved by Us in agreement with Acer as Our authorised distributors for arranging the Acer Care Accidental Damage Protection Insurance. In effecting this insurance Policy, the selling agent is acting as Our agent, and not as Your agent. The selling agent will receive payment for effecting this Policy on Our behalf, please refer to the Financial Services Guide for details.

The Warranty Group Australasia Pty Ltd (The Warranty Group) (ABN 37 005 004 446) performs some administrative Policy functions on Our behalf.

ELIGIBILITY

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

When Acer Care Accidental Damage Protection Insurance is purchased for a Product, the total Original Purchase Price of each individual Acer Product must not exceed \$2,500.

Please Note: Acer Care Accidental Damage Protection Insurance is only available when purchased with a notebook, netbook, or tablet device from Acer or an Acer approved reseller.

FEATURES AND BENEFITS OF THE POLICY

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

Accidental Damage Protection

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

The maximum number of claims is limited to one claim per Contract Year. Second and subsequent claims within a Contract Year will be charged to the policyholder at current Acer repair rates.

PERIOD OF COVER

You are able to select the length of time You wish to protect Your Product from Accidental Damage. The Cover Periods available are: one, two, three or four years.

PRODUCTS INCLUDED / COMPONENTS EXCLUDED

This Cover is for hardware only. Acer Care Accidental Damage Protection Insurance does not cover any damage (including without limitation virus-inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Product, including without limitation, the Acer Custom Factory Integration ("CFI") items. We will exercise reasonable efforts to, but this Agreement does not guarantee that we will, repair or replace CFI items that may otherwise be excluded components.

The Policy does not cover 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 components not internal to the Product, or other parts/components requiring regular maintenance.

Accidental Damage Protection does not cover any software.

Only parts built in or on the base unit, including parts or accessories that are required for regular operation of the unit and shipped at point of sale, such as internal memory, batteries, built-in LCD, internal components/switches, built-in buttons, remote controls, lens, lens cover, card reader slot or projector, synchronization cradles or cables shipped with Your Insured Product are Covered.

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

SIGNIFICANT RISKS

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

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

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

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

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

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

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

WHAT IS THE COST?

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

- the Period of Cover;
- the level of Excess;
- the purchase price of the insured Product; and
- the type and specifications of the insured Product.

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

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

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

COOLING OFF PERIOD

We understand that Your needs may change. Accordingly, as part of this Policy we offer a fourteen (14) day cooling off period. If you should decide for any reason whatsoever that this Policy does not suit Your individual needs, you may cancel this Policy and receive a full refund as long as no claims have been lodged.

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

- by emailing: pd_enquiry@acer.com.au

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

THE GENERAL INSURANCE CODE OF PRACTICE

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

DISPUTE RESOLUTION

Should You have a concern relating to any area of our business or Your Policy, You may request that it be dealt with by the supervisor or manager directly responsible for that area. If Your complaint is not resolved by the supervisor or manager, You may refer the matter to the external disputes resolution body. The external disputes resolution body is the Australian Financial Complaints Authority (AFCA). AFCA may be contacted:

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

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

YOUR PRIVACY

Virginia Surety Company, Inc. is bound by the Privacy Act 1988 (Cth). In order for Us to provide You with insurance We need to collect certain personal information about You. We collect personal information from You and Our business partners and service providers in connection with the insurance. Collection of Your personal information from Our business partners and service providers usually occurs at the point of sale of the insurance. If You do not provide Us with this information Your application may not be processed or, We may not be able to administer claims or handle inquiries in connection with the insurance. The purposes for which We collect Your personal information are to provide the insurance, handle inquiries about the insurance, for security checks to verify Your identity, to administer claims and related, secondary or ancillary purposes. The personal information We collect may be disclosed to assessors, loss adjusters, and other service providers who perform activities in connection with the purposes for which We collect, as well as companies within The Warranty Group including Our companies within the regions of Asia-Pacific, UK, USA and South Africa. In accordance with Our Privacy Policy You have rights of access to, and correction of, Your personal information upon request. You also have the right to complain about Our management of Your personal information, which is also detailed in Our Privacy Policy. If You would like a copy of Our Privacy Policy, would like access to the information We have about You or wish to make a complaint, please contact Our Privacy Officer on 1300 654 611 or visit <https://www.thewarrantygroup.asia/privacy> . By applying for the Policy, You consent to Us managing Your personal information in accordance with Our Privacy Policy.

FINANCIAL CLAIMS SCHEME

If we become insolvent, this Policy may be protected under the Federal Government's Financial Claims Scheme administered by APRA. This means that if You meet certain eligibility criteria You may receive payment under the scheme. For more information please refer to the following website: <https://www.fcs.gov.au> .

SUBROGATION

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

SECTION 2- POLICY WORDING

DEFINITIONS

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

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

APRA: means the Australian Prudential Regulation Authority.

ASIC: means the Australian Securities and Investments Commission.

Contract Year: means a 12 month period beginning on the Cover commencement date specified in the Policy Schedule and each anniversary thereafter.

Cover: means the protection provided by the Policy.

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

Excess: means the amount You have to pay each time You make a claim. The applicable Excess for this Policy is nil. Your Policy Schedule will reflect a nil Excess.

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

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

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

Policy: means this Acer Care Accidental Damage Protection Insurance.

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

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

Product: means the tablet device, notebook/s or netbook/s listed in Your Policy Schedule, and includes internal or built-in LCDs/screens, parts, drives and standard manufacturer installed operating systems.

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

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

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

We, Us, Our: means the insurer, Virginia Surety Company, Inc. (ARBN 080 339 957) (AFSL 245579).

You, Your: means the Insured as listed on the Policy Schedule.

YOUR DUTY OF DISCLOSURE

What You must tell Us and why: When entering into a policy of insurance with Us You must answer Our questions truthfully and You have a duty under law to tell Us anything known to You and which a reasonable person in the circumstances would include in response to Our questions. We will use Your answers to decide whether or not to insure You and anyone else named on the Policy, and on what terms We will provide Cover.

Who needs to tell Us: It is important that You understand You are answering questions for yourself and those answers will affect anyone else You want to be covered by the Policy. You have the same duty to disclose this information to Us before You extend, vary or reinstate the Policy.

If You do not tell Us: If You do not answer Our questions in this way, We may reduce or refuse to pay a claim, or cancel the Policy. If You answer Our questions fraudulently, We may refuse to pay a claim and treat the Policy as never having existed.

POLICY COVERAGE

We agree that during the Period of Cover, should Your Product suffer Accidental Damage, We will elect at Our option, to repair the Product or if it is deemed a Total Loss, to provide You with a Replacement Product subject to Policy Wording terms and conditions that are provided herein.

Below are some examples of how we will repair or replace the Product under Your Acer Care Accidental Damage Protection Insurance Policy.

CAUSE OF DAMAGE	RESOLUTION DESCRIPTION
Liquid spilled on or in unit	Repaired or unit replaced
Drops, falls and other similar impact	Repaired or unit replaced
Electrical surge	Repaired or unit replaced
Damaged or broken LCD	Repaired
Accidental breakage (multiple pieces)	Repaired or unit replaced

NOTE: All tablet devices are required to be kept in a suitable protective cover at all times. Failure to adhere to this requirement will result in denial of a claim under Accidental Damage.

LIMIT OF LIABILITY

The information below outlines the claim limit that applies under Your Acer Care Accidental Damage Protection Insurance Policy.

- The maximum number of claims is limited to one (1) per Contract Year. Second and subsequent claims within a Contract Year will be charged to the policyholder at current Acer repair rates.
- We will not accept any liability to You, or any subsequent owner or other User of the Product, for any incidental or consequential damages, including, but not limited to, liability or damages for the Product not being available for use, loss or corruption of data or software, personal injury, death, other indirect loss due to Product failure, or any and all incidental, indirect, special or consequential damages arising out of or in connection with the use or performance of the Product, even if You have advised Us of the possibility of such damages.

EXCESS

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

PERIOD OF COVER

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

Your Cover will end when any of the following occurs:

- the Policy is cancelled (see section 'Cancellation' in this Policy Document);
- the Period of Cover expires; or
- the maximum number of claims have been paid.

CANCELLATION

Cancellation by You

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

- by emailing: pd_enquiry@acer.com.au

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

Cancellation by Us

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

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

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

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

EXCLUSIONS

ITEMS NOT COVERED

This Policy 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

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

- Any and all pre-existing conditions that occur prior to the effective date of this cover and/or any Product sold used, damaged, or "as-is" including but not limited to floor models, demonstration models, etc;
- Product repairs that should be covered by Acer's or an extended warranty or are a result of a recall, regardless of the Acer's ability to pay for such repairs;
- Recovery or repossession of the Product for any reason whatsoever;
- Fraudulent or dishonest acts on Your or the User's part or on the part of any of Your employees acting alone or in collusion with any other person or persons;
- Theft and Consequential loss of any kind;
- Failure of the Product caused by mechanical or electrical breakdown not resulting from Accidental Damage;
- Any Product that is damaged while located outside of Australia;
- Any recovery or transfer of data stored on the Product. You are solely responsible for all data stored on the Product. We do not provide You any data recovery services under this Policy;
- If the Product has incurred Accidental Damage, when the Product has been made available to a person other than the Insured or the User.
- Any damage to the Product that is cosmetic only or does not otherwise affect Product functionality;
- Under this Policy, We are not obligated to repair wear and tear on the Product and other superficial items, such as scratches and dents that do not materially impair Your use of the Product.
- Any Product that has been repaired or attempted to be repaired by a person other than one We designate. We will not reimburse You for any repairs that You or another person make or attempt to make to the Product or any loss or damage caused as a result of unauthorised repairs;
- The acquisition or destruction of any Product by order of any government, public or statutory authority;
- Any tablet that has suffered damage whilst not kept in a suitable protective cover;
- Any Product that is intentionally damaged. If We find evidence of intentional damage, We are not obligated to repair or replace the Product;
- Damage caused by war, invasion or act of foreign enemy, hostilities, civil war, rebellion, riot, strike, labour disturbance, lockout, or civil commotion;
- Damage due to external causes including third party actions, fire, insects, animals, exposure to weather conditions, extreme temperature, windstorm, sand, dirt, flood, acts of god or consequential loss of any nature except lightning, hail, explosion, earthquake, volcanic eruption, storm and water damage.
- Damage from abuse, misuse, introduction of foreign objects into the Covered Product, mechanical or electrical breakdown, unauthorized modifications or alterations to a Covered Product, failure to follow Acer's instructions;
- Cost of installation, set-up, diagnostic charges, removal, freight during repair or replacement or reinstallation of the Covered Product;
- Service where no problem can be found;
- Damage due to Theft by an owner, employee, anyone an owner lives with or is related to, or by anyone who has unrestricted access to your premises.

CLAIMS

ACCIDENTAL DAMAGE

In the event of Accidental Damage to Your Product which might give rise to a claim under this Policy You shall:

Contact Acer on:

- Telephone: 1300 365 100

Upon notification of a claim being lodged, You must give Us an opportunity to assess and inspect the loss or damage before any repairs or alterations are undertaken. If Your claim is accepted under the Policy, You will be required to pay the Excess applicable as outlined on Your Policy Schedule prior to any repairs taking place, or receiving a Replacement Product. The maximum number of claims is limited to one (1) per Contract Year. Second and subsequent claims within a Contract Year will be charged to the policyholder at current Acer repair rates.

Where We have replaced the damaged Product, We will take possession of the damaged Product and disposed of it. Any value We are able to recover from the damaged Product will be retained by Us.

ADDITIONAL CLAIMS INFORMATION

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

WHAT HAPPENS IF I SELL THE INSURED PRODUCT?

If You sell Your Product You may transfer the Policy to the subsequent owner if You call Us on 1300 786 225 and pay a policy transfer fee of \$25 within seven days (7) of the sale. Our total liability under the Policy is not increased as a result of any such transfer.