

## WANT THE POLICY FEATURES?

MONTHLY PREMIUM	\$9.95
GEOGRAPHIC COVER	INTERNATIONAL
COVER	REPAIR & REPLACEMENT OF EQUIVALENT MODEL IF LOST, DAMAGED OR STOLEN
SUM INSURED	UP TO \$5000 PER CLAIM
EXCESS - STANDARD PHONE - iPHONE	\$125 \$200
IF LOST, DAMAGED OR STOLEN REIMBURSEMENT OF	UP TO \$1250 UNAUTHORISED CALLS
IF LOST, DAMAGED OR STOLEN OUTSIDE AUSTRALIA TO HIRE AN EQUIVALENT TEMPORARY REPLACEMENT	UP TO A TOTAL OF \$500 PER CLAIM

**Want to  
find out  
more?**

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

**Risk Insure Pty Ltd**  
452 Pulteney Street  
Adelaide SA 5000  
T: 1300 303 772  
BN: 23 090 918 399  
AFS Lic. No 230163

Our prices include GST, are correct as at 1st June, 2010 and may change from time to time. Virgin Mobile Standard Form of Agreement applies and can be found at [virginmobile.com.au/sfoa.html](http://virginmobile.com.au/sfoa.html)

△ Please recycle me V1000206

## Phone Insurance

**Let us worry  
about your phone**



**Life's too  
short for  
what ifs**

Cover your phone with our comprehensive insurance now and whatever happens in the future, you'll be laughing.

Available when you connect a new phone with an approved Post-Paid plan, our insurance offers cover from a reputable insurance organisation – Risk Insure Pty Ltd.

So stop worrying about "what ifs" and insure your phone today. Read on for more policy features.

This combined Product Disclosure Statement, Policy and Financial Services Guide was prepared on 1st June, 2010 and its distribution has been authorised by Risk Insure Pty Ltd. This product is issued by the Hollard Insurance Company Pty Limited of Level 24, 259 George Street, Sydney, NSW 2000.

# Combined Product Disclosure Statement, Policy Wording And Financial Services Guide

This combined Product Disclosure Statement, Policy Wording and Financial Services Guide was prepared on 1 June 2010

## General Advice Warning

The information in this document is of a general nature and has not been prepared taking into account your particular needs, circumstances and objectives. You should read this document carefully to ensure that the Product meets your needs. It is important that you understand the extent of the cover provided and its limitations.

## PRODUCT DISCLOSURE STATEMENT

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

Your application, this PDS and your Mobile Phone monthly invoice set out the full terms and conditions of your cover.

## Insurance Details

The Policy is issued by The Hollard Insurance Company Pty Ltd ABN 78 090 584 473 ("Holland") AFSL 241436 of Level 38, 2 Park Street, Sydney, NSW 2000 through its agent acting under a binder Risk Insure Pty Limited ABN 23 090 918 399 ("Risk Insure") AFSL 230163, of 452 Pulteney Street, Adelaide SA 5000.

## Renewal

As this policy is renewed each month by you paying your premium, if one instalment remains unpaid for one month after the due date on your Mobile Phone monthly invoice, the policy will automatically lapse. We can reinstate the policy in our absolute discretion.

## Cost

The premium for your Mobile Phone insurance is \$9.95 per month inclusive of GST and any relevant amounts payable in respect of Government taxes, charges and levies. The premium will be included on your Mobile Phone monthly invoice, which also includes the Insurance Schedule, confirmation of transaction and offer to renew for the up coming month. The invoice is provided to you each month for the renewal of your policy. The premium provides you with one month's insurance cover. Each month on the expiry of your cover you are able to renew the policy for a further month by paying the premium shown on your Mobile Phone invoice unless Holland advises otherwise.

For information on remuneration that Virgin may receive from Risk Insure in relation to the policy see "How are we paid?" in the FSG section of this document.

## Optional Cover

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

## Policy wording

Holland has granted Risk Insure a binder to act as its agent to arrange for the issue, variation or disposal of its Mobile Phone insurance policy and to issue, vary or dispose of the Mobile Phone insurance policy as if it were Holland. Cover is provided in accordance with the following terms and conditions -

### 1. Definitions

**Agreement** means your ongoing service agreement with Virgin Mobile.

**Excess** means the amount of each claim that the policy does not cover.

**Insurance Schedule** details the insured, premium, Policy Number and transaction date and is included within your Virgin Mobile monthly invoice.

**Mobile Phone** means a GSM, 3G or 4G Mobile Phone hardware comprising the handset, battery charger, and any phone accessories

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

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

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

**"we" "our" "us"** means The Hollard Insurance Company Pty Ltd.

**"you" "your"** means the insured person or organisation.

## 2. Coverage

- (1) In the event that the Mobile Phone is stolen, lost or damaged anywhere in the world during the Period of Insurance, we will at our option repair the Mobile Phone, replace it with the closest equivalent model or make a cash payment to you equivalent to the cost to us of repairing or replacing the Mobile Phone.
- (2) The maximum amount we will pay for any claim is \$5,000 less any applicable Excess.
- (3) We will only cover one claim for theft, loss or damage that occurs during the Period of Insurance.
- (4) The Excess for each and every claim is \$125 except if your Mobile Phone:
  - is an Apple iPhone, in which case the Excess is \$200; or
  - is repaired or replaced with a Mobile Phone less than \$200 in value, in which case the Excess will be \$75.

## 3. Additional Benefits

- (1) If you have a valid claim we will also pay:
  - (a) up to \$1,250 per theft or loss claim for unauthorised calls made from the Mobile Phone during the period the Mobile Phone is stolen or lost;
  - (b) up to \$500 per claim for hiring an equivalent temporary replacement Mobile Phone if the Mobile Phone is stolen, lost or damaged outside Australia.

- (2) If, during the Period of Insurance, you become unable to earn any income for a period of more than 2 consecutive weeks due to your personal illness or personal injury, we will re-pay to you the amounts that you have paid to Virgin Mobile to maintain the ongoing minimum monthly charges and monthly access fees which were due under the terms of your fixed term contract agreement excluding any extra costs relating to phone calls, SMS, data and usage. We will pay this for as long as you remain unable to earn income up to \$500. This cover is deleted from subsequent renewals of this policy for the same original event. The purpose of this additional benefit is to help you pay your minimum monthly charges and monthly access fee (up to the sublimit specified and subject to the policy terms and conditions) in the event that you are not earning any income due to personal illness or injury e.g. if you were unable to work because you suffered serious spinal injuries.

- (3) If the Mobile Phone is no longer under warranty this policy will provide cover for breakdown. The \$5,000 limit on theft, loss or damage claims applies to this additional benefit. For example, if you made a claim under this additional benefit and for damage the most we would cover is \$5,000 even if your loss was \$4,000 for damage and \$2,000 for breakdown.

## 4. Exclusions

We do not provide you with any insurance cover where:

- (a) your claim is in relation to theft, loss or damage and we have already paid a claim for theft, loss or damage in respect of the same Period of Insurance;
- (b) the Mobile Phone is knowingly left unattended in the open air or in any public place;
- (c) the Mobile Phone handset is stolen from any unattended or unlocked motor vehicle except where the handset is placed out of sight in a glove compartment or locked boot, the vehicle is securely locked, all security systems activated and there is clear and reasonable evidence of forced entry. A copy of the repair account or other proof of damage caused to the motor vehicle in the event of a claim under this policy must also be submitted with any claim;
- (d) the loss or damage to the Mobile Phone is a result of wear and tear, depreciation, or gradual deterioration as a result of ordinary use or operation;
- (e) the loss results from any electronic or software virus;
- (f) the loss results directly from damage by fire for Mobile Phone handsets normally located in Victoria or New South Wales;
- (g) you have not taken all reasonable precautions to prevent theft, loss or damage to the Mobile Phone;
- (h) you can claim reimbursement or compensation for the theft, loss or damage from any manufacturer, supplier or other person;
- (i) your declaration of damage cannot be reasonably proven, or you have intentionally damaged, or allowed the Mobile Phone to be damaged;
- (j) the Mobile Phone does not contain your usual SIM card at the time of the theft, loss or damage;
- (k) you or someone acting for you, makes a claim knowing or suspecting the claim to be fraudulent. You are required to be truthful in relation to the policy;
- (l) loss or damage to the Mobile Phone is caused by, or contributed to:
  - (i) war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation requisition, or destruction of, or damage to property by or under the order of any government, public, or local authority or looting, sacking, or pillage following any of the above; or
  - (ii) nuclear weapons material or ionizing radiation, contamination, radioactivity from any nuclear fuel or nuclear waste, or from the combustion of nuclear fuel or nuclear waste, or from any self sustaining process of nuclear fission.

## 5. Claims Procedure and conditions

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

If your claim involves the theft/loss of your Mobile Phone, you must without delay, upon becoming aware of the theft/loss, instruct Virgin Mobile to suspend immediately the use of your SIM card and the IMEI number of the Mobile Phone and report the theft/loss to the police within 48 hours. The claim will not be approved unless the IMEI number is blocked and police report number is supplied.

## 6. Cancellation

This policy may be cancelled by you at any time or by us in accordance with the terms of the Insurance Contracts Act 1984. To cancel your policy please contact Virgin Mobile 1300 555 100.

## 7. Privacy

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

## Cooling Off Period

If you are not satisfied with this product you have a 14 day cooling off period, which commences when the policy is issued, during which you can cancel the policy and get a refund, provided you have not made a claim.

## Dispute Resolution

If you are dissatisfied with our services or Virgin Mobile or Risk Insure's services – Call Risk Insure on 1300 303 772

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

## Internal dispute resolution

If the matter cannot be resolved through Risk Insure management, you can put your concern in writing to Risk Insure Customer Relations Department, 452 Pulteney Street, Adelaide SA 5000.

## External Dispute Resolution

You may refer the matter to the Financial Ombudsman Service (FOS) subject to its terms of reference, which acts as our external dispute resolution provider. FOS is an independent body and its service is free to you.

FOS can be contacted on: **Free call:** 1300 78 08 08  
**Post:** GPO Box 3, Melbourne, Victoria 3001  
**Website:** [www.fos.org.au](http://www.fos.org.au)  
**Email address:** [info@fos.org.au](mailto:info@fos.org.au)

## Financial claims scheme and compensation arrangements

We are an insurance company authorised under the Insurance Act 1973 (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act. The Insurance Act contains prudential standards and practices designed to ensure that, under all reasonable circumstances, financial promises made by us are met within a stable, efficient and competitive financial system.

Because of this:

- the protection provided under the Financial Claims Scheme legislation applies in relation to us and the policy. If we were to fail and were unable to meet our obligations under the policy, a person entitled to claim under insurance cover under the policy may be entitled to payment under the Financial Claims Scheme (access to the Scheme is subject to eligibility criteria). Information about the Financial Claims Scheme can be obtained from the APRA website at <http://www.apra.gov.au> and the APRA hotline on 1300 1310 60; and
- we are exempted by the Corporations Act 2001 from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of that Act. We have compensation arrangements in place that are in accordance with the Insurance Act.

## Any more information required?

If you have any queries, want further information about this insurance or want to confirm a transaction, please contact Risk Insure on 1300 303 772.

## Confirmation of transaction details

To the extent the documents sent to you regarding confirmation of cover do not contain any relevant policy confirmation details required, you agree to contact Risk Insure to obtain them.

## Updating the PDS

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue a new PDS or supplementary PDS or

other compliant document to update the relevant information except in limited circumstances. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, we may issue you with notice of this information in other forms or keep an internal record of such changes. A paper copy of any updated information can be provided without charge, on request by contacting Risk Insure on 1300 303 772.

## FINANCIAL SERVICES GUIDE

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

The Product Disclosure Statement (PDS) for Virgin Mobile Phone Insurance is included with this FSG and sets out the significant benefits, features and characteristics of the cover and will assist you to compare and make an informed decision about whether to take out the insurance.

## About us and our services

Virgin Mobile is an authorised representative of Risk Insure and can give you information about Mobile Phone insurance and can arrange for the issue, renewal, variation or cancellation of your Mobile Phone insurance. Virgin Mobile cannot provide any advice about this insurance. If you need any advice about this product, contact Risk Insure.

Risk Insure is an Australian Financial Services Licensee which is authorised to advise on and deal in general insurance, including mobile phone insurance. Risk Insure has a binder agreement with The Hollard Insurance Company Pty Ltd (Holland), which enables Risk Insure to issue, vary, cancel, renew and handle and settle claims under the policy as agent for Holland. Risk Insure does not act for you.

## Who we act for

When Virgin Mobile arranges for the issue, renewal, variation or cancellation of your insurance and collects the premium for your insurance, it acts on behalf of Risk Insure and Holland and not on your behalf. Risk Insure is responsible for the financial services provided to you by Virgin Mobile.

When Risk Insure issues, varies, cancels, renews or handles claims in relation to the policy it acts on behalf of Holland and not on your behalf. If Risk Insure provides advice to you, it does so on your behalf.

## How are we paid?

For providing its various services (including the insurance billing service), Virgin Mobile may receive a fee of up to \$2.00 incl GST from Risk Insure for each month the insurance is in force. This amount is included in the premium, which is referred to in the invoice you receive from Virgin Mobile as an "Insurance Charge". Sometimes bonuses are payable to the sales representatives. Any bonus payable will not exceed one month premium per sale of insurance product.

Risk Insure receives 36¢ + GST for each month the insurance is in force. Risk Insure receives or bears a share of the profit or loss which arises from the Mobile Phone insurance it arranges after payment of all related claims and expenses incurred by both Risk Insure and Holland.

## Dispute resolution

For information on Virgin Mobile and Risk Insure's internal and external dispute resolution see "Dispute Resolution" in the PDS section.

## Compensation arrangements

As required by the Corporations Act 2001 (Cth), Risk Insure has its own insurance protection to further protect your interests. This insurance covers Risk Insure for claims against their current and former representatives, including Virgin Mobile. Full details of Risk Insure can be found on [www.riskinsure.com.au](http://www.riskinsure.com.au) or Risk Insure will provide details to you upon your written request.

## Privacy

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

## Contact us

Risk Insure Pty Limited  
ABN: 23 090 918 399  
AFS Lic N°: 230163  
452 Pulteney Street, Adelaide SA 5000  
T: 1300 303 772

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