



education – equipment insurance policy

Financial Services Guide issued 15th October 2013

This Financial Services Guide (FSG) is issued by BOQ Finance (Aust) Limited, ABN 56 065 745 735 (BOQF). Australian Financial Services Number 340336. We can assist you to obtain electronic equipment insurance coverage as an "Authorised Representative" of Protecsure Pty Ltd ABN 26 094 997 163, AFS License Number 238815.

BOQF is part of the Bank of Queensland group of companies. Bank of Queensland does not guarantee or otherwise support the obligations or performance of BOQF or Apple or the products or services they offer. BOQF's standard credit assessment criteria apply. Fees and charges are payable.

PURPOSE OF FSG

This FSG is designed to help you decide whether to obtain the financial services we provide and explains the products and services we can offer you, how we and others are remunerated for the services offered to you, and our complaint handling procedures.

SERVICES OFFERED

We can provide you with factual information and general advice about *equipment* insurance and can arrange an insurance policy that will provide cover for *your equipment*. Alternatively you can obtain insurance from an insurance company of your choice.

When providing general and factual advice about *equipment* insurance, we have not taken into account your personal circumstances, needs or objectives. You should consider the advice in light of your personal circumstances and/or seek independent professional advice from a qualified adviser.

HOW WE ARE PAID

In arranging for you to be insured, Apple Financial Services does not charge any fee.

Protecsure may receive up to 35% of the total insurance premium to cover product development, marketing, arranging insurance and managing claims.

IMPORTANT RELATIONSHIPS

Protecsure has a binding authority from the Insurer, Chubb Insurance Company of Australia Ltd ("Chubb") to provide *equipment* insurance and manage claims. Under this authority Chubb has appointed Protecsure as its agent, on terms that an insured who deals with Protecsure in relation to this insurance will have the same legal protection as if the insured had dealt directly with Chubb. Any *equipment* insurance arranged for you will be provided under a policy issued by Chubb.

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GENERAL INSURANCE CODE OF PRACTICE

Protecsure abides by the Insurance Council of Australia's General Insurance Code of Practice as adopted by Chubb. For more information see www.codeofpractice.com.au.

PRIVACY STATEMENT

We and our service providers will comply with the provisions of the Privacy Act 1988. Our Privacy Policy can be found on our website.

COMPLAINTS AND DISPUTES ABOUT OUR SERVICES

Should you have a complaint about any financial product or service provided under this insurance policy you can raise your concern with

Protecsure. A complaint may be made to Protecsure by any reasonable means including by phone, email, fax, in writing or in person.

If Protecsure has not resolved your complaint to your satisfaction within 10 *business days* Protecsure will treat your complaint as a dispute. That will involve, if necessary, advising Chubb and convening an Internal Dispute Resolution ('IDR') Panel. The IDR Panel will convene within 15 *business days* provided all necessary information has been received and any required investigation has been completed. If the panel is not able to convene within 15 *business days* you will be advised of the progress of your complaint every 10 *business days*. In any event Chubb will resolve your complaint or dispute within 45 *business days* of its receipt.

If a formal request is made to convene an IDR Panel to review your complaint, the matter will be considered as a dispute. Protecsure or Chubb will acknowledge your request within 2 *business days*. In accordance with the General Insurance Code of Practice, Protecsure or Chubb will keep you informed of the review of your dispute every 10 *business days*.

The IDR Panel must consider and resolve your dispute within 45 *business days* of your request for referral. If the IDR Panel is unable to make a decision, the reasons why it is unable to make a decision and the revised time frame will be given to you. Our Complaints and Disputes Policy can be found on our website.

REFERRAL TO FINANCIAL OMBUDSMAN SERVICE

If your complaint is not satisfactorily resolved or answered within 45 *business days*, you may refer the matter to the Financial Ombudsman Service ("FOS"). The FOS is an independent operator of the External Dispute Resolution scheme of which Protecsure and Chubb are members. The FOS is a free service and you may contact them directly at:

Address: GPO Box 3, Melbourne, VIC, 3001
Telephone: 1300 78 08 08 | Email: info@fos.org.au

BOQ Finance (Aust) Limited holds professional indemnity insurance in accordance with the requirements of Section 912B of the Corporations Act.

Product Disclosure Statement issued 15th October 2013

This Product Disclosure Statement (PDS) is designed to help you understand what you need to know about the Education - Equipment Insurance Policy so that you can make an informed choice about whether to acquire this product. Full details of the insurance cover, the exclusions from cover and the terms and conditions on which the insurance is provided are set out in the policy wording attached to and forming part of this PDS.

WHO ARRANGES AND INSURES THE POLICY?

The policy is arranged by Protecsure Pty Ltd (AFSL No 238815), under a binding authority from the Insurer, Chubb Insurance Company of Australia Ltd (ABN 69 003 710 647 AFSL No 239778). Protecsure acts as the agent of the Insurer, not as your agent. Please contact Protecsure if you have any questions about your policy.

WHAT THE POLICY INSURES

During the period of insurance, the policy insures against *theft* of, or *accidental damage* to, the *equipment* (including standard manufacturer-installed operating systems and accessories).

Cover applies within Australia or its Territories, or on journeys outside that area of not more than 28 consecutive days. Please refer to the terms, conditions and exclusions of the insurance as outlined in the Policy Wording below.

COST OF THE INSURANCE

The cost of the insurance (premium) will be shown in the Insurance Certificate and Tax Invoice. It will depend on various factors including the type of cover you require, the type of *equipment*, the value of the *equipment*, the user, the geographic area in which the *equipment* will

be used, the amount of the excess, your claims history, and the term of the insurance. The premium also includes statutory charges such as GST and stamp duty.

EXCESS

You may be able to nominate the excess or the Insurer will decide which excess will apply based on an assessment of the risk. Your excess will be stated on the Insurance Certificate and Tax Invoice and must be paid each time a claim is accepted and before the claim is finalised.

BENEFITS OF THE INSURANCE

Benefits of the insurance are contained within the "Insurer's Liability" and the "Insurer's Maximum Liability" sections of the Policy Wording.

COOLING OFF

You may cancel your insurance by contacting Protecsure within 21 days of your cover commencing and receive a full refund of the premium. You will not be eligible for a refund if a claim is paid due to an insured event arising during this cooling off period.

COMPLAINTS AND DISPUTES

Please refer to the Financial Services Guide and our website for details.

DUTY OF DISCLOSURE

Before you enter into a general insurance contract, you have a duty under the Insurance Contracts Act 1984 to disclose to the Insurer every matter that you know, or could reasonably be expected to know, is relevant to the Insurer's decision whether to insure you and if so, upon what terms.

You have the same duty before you extend, vary or reinstate the insurance. This duty does not require disclosure of any matter that:

- Reduces the risk to the Insurer;
- Is of common knowledge;
- The Insurer knows, or in the ordinary course of its business, ought to know; or
- Where compliance with this duty is waived by the Insurer.

If you fail to comply with this duty of disclosure, the Insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the Insurer may be entitled to cancel the contract from its beginning.

FINANCIAL CLAIMS SCHEME

This policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an Insurer becoming insolvent. In the unlikely event of Chubb becoming insolvent you may be entitled to access the FCS provided you meet the eligibility criteria. More information may be obtained from APRA - www.apra.gov.au or 1300131060.

INSURANCE COUNCIL OF AUSTRALIA

Where Chubb cannot provide you with insurance cover, we will refer you to the Insurance Council of Australia (the ICA) for information about alternative insurance options (unless you already have someone acting on your behalf).

The ICA has established a dedicated telephone number for consumers who are asking for information about alternative insurance options which is: 1300 884 934

Policy Wording

AGREEMENT TO INSURE

In return for payment of the premium stated in the Insurance Certificate and Tax Invoice, the Insurer will cover the equipment on the terms set out in this policy occurring during the period of insurance.

ACCIDENTAL DAMAGE

The Insurer will compensate you on the terms and conditions of this policy, for accidental damage to the equipment occurring by physical means.

THEFT

The Insurer will compensate you on the terms and conditions of this policy for theft of the equipment.

INSURER'S LIABILITY

The Insurer may either repair or replace damaged equipment. Any replacement will be with an item of similar function, type, capacity and serviceability as the insured equipment. The Insurer will not pay more than the lowest of:

- The cost of such a replacement item;
- The amount for which you have insured the equipment (which will be shown on your Insurance Certificate and Tax Invoice);
- The cost of repairing the damaged equipment. If the equipment is repaired, the Insurer will not pay more than the reasonable cost of repairing the damaged equipment.

INSURER'S MAXIMUM LIABILITY

The most the Insurer is liable to pay in meeting all claims under this policy is two times the sum insured purchase price of the equipment stated on the Insurance Certificate and Tax Invoice less all excess.

AUTO REINSTATEMENT

Insurance will be reinstated without payment of additional premium on one occasion to cover the replacement product provided by the insurer in settlement of a claim for total loss of the equipment described in the Insurance Certificate and Tax Invoice.

REPLACEMENT EQUIPMENT

Where equipment insured under this policy is replaced by equipment of the same type and value then cover will be automatically provided for this replacement equipment subject to:-

- Cover ceases for the equipment being replaced from the date of purchase of the replacement equipment;
- The Insurer's liability is as per the Sum Insured of the equipment being replaced;
- Cover does not apply to new items which are not replacing equipment already insured by this policy;
- Details of the replacement equipment are to be provided to Protecsure within 30 days of acquiring the replacement equipment;
- All other terms and conditions of this policy.

EXCESS

You must pay Protecsure the excess stated on the Insurance Certificate and Tax Invoice each time a claim is accepted and before the claim is finalised.

SCHOOL USERS

The unattended theft exclusion will not apply in the case of school users while the equipment is within the premises of a kindergarten, primary or secondary educational facility in Australia or its Territories and is being used in an activity organised and supervised by the school as part of its educational or sporting program.

PERIOD OF INSURANCE

Insurance cover applies for the period stated in the Insurance Certificate and Tax Invoice. Cover ceases when a cancellation event first occurs. No invitation to renew will be offered and this policy will lapse upon expiry.

CANCELLATION EVENTS

The following are cancellation events:

- 4pm (AEST) on the last day of the period of insurance stated in the Insurance Certificate and Tax Invoice;
- Theft of, or accidental damage to, the equipment has occurred resulting in the Insurer becoming liable to pay the Insurer's maximum liability. No refund of premium for any unexpired period of insurance is payable;
- You giving Protecsure written notice of cancellation; or
- The Insurer cancels this insurance by exercising a right it may have under this policy or by law and gives at least 14 days written notice of cancellation posted to your last known address.

If you give notice of cancellation after a claim has been paid on this policy, there will be no refund of premium. If you give notice of cancellation and no claim has been paid, Protecsure may charge an administration fee.

Third party interest: If the Insurer has notice that a third party, such as a financier, has an interest in all or any item of the equipment, the

Insurer may refuse to recognise and act on a notice of cancellation given by the insured unless the third party has consented in writing to the cancellation.

CLAIMS REQUIREMENTS

To be entitled to claim for theft of, or *accidental damage* to the equipment:

- **Payment of premium:** Full payment of the premium as noted in the Insurance Certificate and Tax Invoice must have been received by Protecsure.
- **Ownership:** You must be able to prove you are the owner of the *equipment*.
- **Geographical Area:** the theft or *accidental damage* must occur either within Australia and its Territories, or for mobile *equipment* only, outside that area during a return journey of not more than 28 consecutive days. Please contact Protecsure if you wish to extend this period beyond 28 days by payment of additional premium.
- **Transit:** For cover during transit, other than when the *equipment* personally accompanies you or the user, the *equipment* must be stored in an appropriate container that is designed to prevent damage to the *equipment* during transit.
- **Notification:** You must notify Protecsure within 14 days of the theft or *accidental damage* occurring. Protecsure may extend this time where it is satisfied that notice is given at the earliest possible opportunity. Theft or malicious damage to the *equipment* must also be promptly reported to the police and the report number given to Protecsure.
- **Co-operation:** You must provide Protecsure with all documents, information and assistance it requires to be able to process the claim. You must also take reasonable action to minimise the damage. Damaged *equipment* and parts must be kept and made available to Protecsure on request.
- **Effect of Cancellation notice:** A claim may not be made for theft or *accidental damage* to the *equipment* that occurs after you give notice of cancellation of this insurance.
- **Delivery to Repairer:** Damaged *equipment* must be promptly delivered to the repairer nominated by Protecsure. Details of the supplier and their address will be provided by Protecsure in the event of a claim under this policy.
- **Exclusions:** An exclusion under this policy does not apply, and you must not have breached a term or condition of this policy.
- **Use of Equipment:** The *equipment* must be used and maintained according to the manufacturer's recommendations so that any manufacturer's warranty will not be voided.

EXCLUSIONS

Cover will not be available if the theft or *accidental damage* to the *equipment* occurs:

- After the period of insurance;
- Due to mysterious disappearance or shortage disclosed by taking inventory, or other unexplained disappearance;
- When the *equipment* is being delivered to a repairer not authorised by Protecsure, or when someone is returning the *equipment* to you from a repairer not authorised by Protecsure;
- On an aircraft, unless the *equipment* accompanies you or the user as cabin baggage except where airport authorities or an airline as a condition of travel require the *equipment* to be placed in the hold of an aircraft; and the theft or *accidental damage* is recoverable from an airline;
- While the *equipment* is made available to a person other than:
 - the insured
 - the user, or
 - a repairer authorised by Protecsure following any theft, *loss* or *accidental damage* to *equipment* covered by this policy.;
- While the *equipment* is unattended, except where:
 - in a locked vehicle and out of sight; or
 - in premises reasonably secured from being accessible by an intruder or the public; or
 - the *equipment* is unintentionally left on public transport.

Cover will also not be available:

- In the case of theft, if the theft is caused by you or the user, or a family member of the user, a member of your family or your employee or if you or the user have assisted or condoned the theft in any way;
- For replacement of batteries or parts worn by use or gradual deterioration;

- For wear, tear, fading, scratching, marring, gradual deterioration or developing flaws, normal upkeep or making good;
- For theft of or *accidental damage* to the *equipment* or any cost or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with, any act of *terrorism*, or from nuclear fallout, regardless, of any other cause or event contributing concurrently or in any other sequence to the loss;
- For theft of, *loss* of, or *accidental damage* directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel or nuclear weapons materials. For the purpose of this exclusion only, "combustion" shall include any self-sustaining process of nuclear fission;
- For loss of data, or loss of software that is not a standard manufacturer installed operating system, or for loss of extended warranty or other optional extras not included on the Insurance Certificate and Tax Invoice;
- For theft of or *accidental damage* to the *equipment* or any cost or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with war, invasion, act of foreign enemy, hostilities, (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power.
- For theft of, *loss* of, or *accidental damage* resulting from confiscation, nationalisation, requisition or damage to property by, or under, the order of any Government or Public or Local Authority.
- For loss of, or *accidental damage* to the *equipment*, or any cost or expense of whatsoever nature directly or indirectly caused by fire. Note that fire, as a peril, is covered under a separate Master Policy;
- For loss of, or *accidental damage* to the *equipment*, or any cost or expense of whatsoever nature directly or indirectly caused by inappropriate storage, screen bruising by hand, servicing, breakdown, malfunction, design fault, or electrical supply other than a power surge;
- For damage caused by environmental or climatic conditions or any variations in temperature;
- For damage caused by the application of heat to *equipment* or damage caused by corrosion, contamination, pollution, rust, inherent defects in *equipment*, vermin, undomesticated animals, insects or spiders;
- For *accidental damage* to the *equipment* caused by data processing or media failure;
- For loss of, theft of, or *accidental damage* to the *equipment* whilst located underground, located at a petrochemical plant or located on any offshore oil and/or gas drilling and/or production rig;
- For *accidental damage* to the *equipment* caused by or arising out of the use of explosives;
- For *accidental damage* to *equipment* in the open air which is not in your actual physical and personal possession when the *accidental damage* is caused by wind, rainwater, or hail unless such *equipment* is designed to function in the open air outside a building;
- For consequential loss of any kind.

FIRE

Loss of, or *accidental damage* to the *equipment* by fire is excluded under this policy but may be covered for no additional charge under a Master Fire Policy underwritten by Chubb and can be viewed at www.protecsure.com.au. Any claim under the Master Fire Policy incurs an excess of \$100 each and every claim.

SETTLEMENT OF CLAIMS

The following conditions apply to settlement of a claim, or series of claims, from any one event:

Excess: Is the amount you agree to pay Protecsure or the Insurer for making a claim. Alternatively, Protecsure or the Insurer may at their discretion request the excess is paid in full or reduce the value of the claim by deducting the excess sum from the settlement sum.

Settlement for theft or loss: The Insurer will pay for a *replacement product* where a claim is accepted for *total loss* of the *equipment* and you pay the excess, unless Protecsure determines to settle the claim by a cash payment.

Settlement for damage: The Insurer will pay for repair of the *equipment* by a repairer approved by Protecsure where a claim for *accidental damage* to the *equipment* is accepted and you pay the excess.

Damage treated as total loss: Protecsure may determine to treat damage to the *equipment* as a *total loss* in which event the Insurer will pay for a *replacement product* unless Protecsure determines to settle the claim by a cash payment.

Repairs: Repair of the *equipment* will include reasonable freight costs to and from the nominated repairer, but will not include work authorised by you. A repair may include the use of new or remanufactured parts.

Cash payments: A cash payment in settlement of a claim will only be paid where further repair or replacement of *equipment* would exceed the sum insured of the *equipment* stated on the Insurance Certificate and Tax Invoice less the excess, or if Protecsure determines to settle the claim in this way. The cash payment will be the lower of the sum insured or the cost of a *replacement product*.

Claims Contracting: In settling a claim, the Insurer, or Protecsure as its agent, will contract with the supplier of its choice (unless otherwise agreed) for repair or replacement of the *equipment*, entitling the Insurer to the input tax credit on the supply.

GST: If you are registered or required to be registered for GST, a claim will be reduced by the amount of any input tax entitlement you would have received if you paid for the repair or replacement of the *equipment*.

Salvage: The Insurer has all salvage rights to replaced *equipment* or parts.

GENERAL CONDITIONS

Jurisdiction: New South Wales law governs this contract and all proceedings must be commenced in that State.

Economic and Trade Sanctions: The Insurer will not provide cover, and will not be liable to pay any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

Assignment: Your interest in this policy cannot be assigned. The Insurer may assign its interest.

Subrogation: You must do all things reasonably required by the Insurer or Protecsure so that the Insurer will have the benefit of all rights of subrogation such as enforcing any right in your name. If the Insurer makes any recovery as a result of such action, you may only recover from the Insurer any amount by which the amount recovered by the Insurer exceeds the amount paid to you or on your behalf in relation to the loss.

Notices: All notices to be given to the Insurer may be given to Protecsure. Notices given by the Insurer may be given by Protecsure. You should promptly notify Protecsure of a change of your address.

Responsibility for user: Unless you are an educational institution you are responsible for all acts and conduct of the *User*.

Reasonable care: You must take reasonable care to protect the *equipment* from *accidental damage* or theft.

Headings: Headings are not to be considered in interpretation of this contract.

DEFINITIONS

In this contract:

Accidental damage means physical damage which occurs as a result of a sudden, unforeseen and unexpected event. The event must arise from a single identifiable incident.

Business days are considered every official working day of the week and excludes public holidays (as established by law), Saturdays and Sundays.

Equipment means the *equipment* described in the Insurance Certificate and Tax Invoice, and replacement *equipment* as allowed for under the Replacement Equipment section of this policy. *Equipment* includes standard manufacturer installed operating systems and identified accessories.

GST means Goods and Services Tax imposed under A New Tax System (Goods and Services Tax) Act 1999.

Reasonably Secured means taking precautions to secure the *equipment* so it is not accessible by the public or an intruder.

Replacement product means a product, which may be a new or remanufactured item, having similar capability, functionality and appearance as the item of *equipment* being replaced prior to its damage, theft, or loss.

Terrorism has its generally accepted meaning, and includes, but is not limited to, war, hostilities, invasion, the use of force or violence on, or the threat of force or violence to, a person or group or class of

persons, or to property, by one or more persons claiming to be connected with any group, organisation or government, or to be committed to a cause whether political, religious, ideological or similar purposes, including an intention to influence a government, or invoke fear.

Total Loss means the *equipment* has been damaged beyond economical repair or has been the subject of theft.

Unattended means the *equipment* is left unaccompanied or unsupervised.

User means a person or persons who with your approval will be a primary user of the *equipment*.

You or **Your** refers to the insured named in the Insurance Certificate and Tax Invoice.