

# Accidental Damage Product Disclosure Statement

Prepared by:

AIG Australia Limited  
ABN 93 004 727 753 AFSL 381686  
Level 12, 717 Bourke Street, Docklands VIC 3008

Date prepared: 15 January 2016

## Important information

As a purchaser of Dell Accidental Damage Protection Insurance, You are entitled to the benefit of the Accidental Damage insurance cover ("AD coverage"). The AD coverage is underwritten by AIG Australia Limited ("We, Us, Our")

This 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 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 purchase the AD coverage. Some of the words and phrases frequently used in this PDS and the Dell notice (see below) have special meanings. Their meanings are explained in section "Definitions" of this PDS. 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.

## 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 12, 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 DELL ("Dell")

For the purposes of the Accidental Damage cover ("AD coverage"), Dell is a group purchasing body and has arranged this AD coverage through a group insurance policy ("Master Policy") issued to Dell 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, Dell will provide you with a printed copy of this notice free of charge if you contact Dell at 1 300 662 087

Dell is not the issuer of the AD coverage and does not guarantee any benefits under the Master Policy. AIG reimburses Dell for any administrative costs necessarily incurred by Dell 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 Dell to deal with any AD claims.

Dell is not authorised to provide any financial advice in respect of the AD coverage. 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 purchased Your AD Coverage prior to termination of the Master Policy and Your AD claim is made within the duration of Your AD Coverage. Dell 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, Dell is liable to compensate You for any loss or damage You may suffer as a result of Dell's failure to notify You. You can verify the status of Your AD coverage by contacting Dell at 1 300 662 087 or by emailing [APJ\\_AccidentalDamage@Dell.com](mailto:APJ_AccidentalDamage@Dell.com).

## **PRODUCT DISCLOSURE STATEMENT**

### **Cover available**

AD coverage applies to an operational or mechanical failure of the Supported Product caused by accidental damage that is the result of an unexpected and unintentional external event occurring during the usual and customary usage of the Supported Product.

AD coverage does not include cover for:

- i. externally-attached computers, peripherals, or other devices that may work in conjunction with the Supported Product;
- ii. components, cases, television or monitor wall mounts, wiring, or items commonly known as “accessories” or “consumables” and which are not built in or on the base unit of the Supported Product; or
- iii. any other components not internal to the Supported Product for which you purchased Service; and
- iv. other parts/components requiring regular user maintenance including but not limited to batteries, light bulbs, disposable/replaceable print/ink cartridges,
- v. print or photo paper, memory disks, memory cards, SIM cards, disposable memory devices, wire connections, carrying cases, stylus pens, docking stations, external modems, external speakers, game devices, game disks, secondary monitors, external mouse for notebooks, external keyboard for notebooks, or other input/output devices.

Please refer to the Service Description document for a full list of exclusions.

### **Benefits**

If during the term of Your coverage Your Supported Product fails because of accidental damage, Dell will, repair the Supported Product as necessary or replace the Supported Product with a new product which is equivalent to the damaged product as determined by Dell on behalf of AIG.

Please note that coverage for Accidental Damage is limited to one Qualified Incident (as defined in the Service Description) per 12 month period commencing from the start date of the coverage. There is no rollover which means if you do not claim within the 12 month period, your right to claim does not accumulate or carry over to the next 12 month period of your coverage.

### **Costs**

#### **Premiums**

You are the beneficiary under the Master Policy and the cost of the AD Coverage ranges between 60% and 80% of the cost of Your support plan.

### **How to make a claim**

You must submit any claim to Dell in accordance with Your Service Description. When You make a claim, You must comply with the process specified in the “*Cooperate with Technician*” section below of Your Service Description .

## **Cooling off period**

Once Your AD coverage has commenced You have a 14 day cooling off period within which You may cancel the AD coverage. This Service Contract for Your AD coverage commences on the date noted on your invoice. You may cancel this Service Contract within fourteen (14) days of the coverage commencement date by written notice to Dell at APJ\_AccidentalDamage@Dell.com. You will receive a full refund less the value of any claims made

## **The Code of Practice**

AIG is a signatory to the General Insurance Code of Practice. This aims to raise the standards of practice and service in the insurance industry, improve the way the claims and complaints are handled and help people better understand how general insurance works. Information brochures on the Code are available upon request.

## **Your duty of disclosure**

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is of common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

## **If you do not tell us something**

If you do not tell us anything you are required to, 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.

## **Privacy consent and disclosure**

This notice sets out how AIG ("We, Us, Our") collects, uses and discloses 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 1300 030 886.

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

AIG usually collects personal information from You or Your agents.

AIG 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 policy, 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**

AIG collects information necessary to:

- underwrite and administer Your insurance cover;
- maintain and improve customer service; and
- advise You of Our and other products and services that may interest You.

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

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

- entities to which AIG is related, reinsurers, contractors or third party providers providing services related to the administration of Your policy;
- banks and financial institutions for policy payments;
- 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.

AIG is 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 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 AIG.

### **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 AIG. In some circumstances permitted under the Privacy Act 1988 (Cth), AIG 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.

### **Dispute resolution**

What should You do if You have a complaint?

AIG are committed to handling any complaints about our products or services efficiently and fairly. If You have a complaint:

1. Contact us on our dedicated complaints line – **1800 074 723** and/or in writing to:  
The Compliance Manager AIG  
Level 12, 717 Bourke Street  
Docklands VIC 3008

As soon as we receive your complaint we will take all possible steps to resolve it. You will receive a written response to your complaint within 15 working days, unless we agree a longer timeframe with you.

**What should you do if you are not happy with our response to your complaint?**

If you are not satisfied with our response to your complaint, you may wish to have the matter reviewed by our Internal Dispute Resolution Committee (“Committee”). The Committee is comprised of Senior Management of the company who have the experience and authority to decide on matters brought to the Committee.

If you wish to have your complaint reviewed by this Committee please telephone or write to the person who has signed the response letter to your complaint and provide them with detailed reasons for requesting the review. This information will greatly assist the Committee in reviewing your claim or enquiry. Your complaint will then be treated as a dispute. You may also make a request for a review by the Committee by contacting:

The Chairperson IDRC AIG  
Level 12, 717 Bourke Street  
Docklands VIC 3008

A written response setting out the final decision of the Committee and the reasons for this decision will be provided to you within 15 working days.

If you are not satisfied with the finding of the Committee, or if we have been unable to resolve your complaint within 45 calendar days, you may be able to take your matter to an independent dispute resolution body, the Financial Ombudsman Service (FOS). This external dispute resolution body can make decisions with which AIG is obliged to comply. Contact details are:

Financial Ombudsman Service GPO Box 3  
Melbourne, VIC 3001  
Tel: 1300 78 08 08 (local call fee applies) Email: [info@fos.org.au](mailto:info@fos.org.au)  
Internet: <http://www.fos.org.au>

You should note that use of the FOS scheme 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 the Financial Ombudsman Service’s terms of reference, you may seek independent legal advice or give you information about any other external dispute resolution options (if any) that may be 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 Dell website at <http://www.dell.com/learn/au/en/aucorp1/legal~service-descriptions~en/documents~dell-ad-pds-disclosures-terms-australia.pdf>

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**

**Dell** means Dell Australia Pty Limited ABN 46 003 855 561

**AD coverage** means the accidental damage insurance cover that commences as stated under the heading “invoice Date” in your invoice issued following Your purchase of the AD Coverage.

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

**You, Your** means the person who has purchased the AD Coverage and is a beneficiary of the Master Policy.

**We, Us, Our** means AIG Australia Limited ABN 93 004 727 753 AFSL 381686

# Service Description

## Dell Accidental Damage Protection Insurance

### 1. Introduction

Dell is pleased to provide Dell Accidental Damage Protection Insurance cover (**Service(s)**) in accordance with this Service Description (**Service Description**).

For the purposes of this Service Description **Accidental Damage** means an operational or mechanical failure of the Supported Product (as defined below) caused by an accident, being an unexpected and unintentional event external to the Supported Product and that arises from normal intended usage of such Supported Product and is subject to the exclusions set out in this Service Description.

Your quote, order form or other mutually-agreed upon form of invoice or order acknowledgment (as applicable, the **Order Form**) will include the name of the service(s) and available service options that you purchased. For additional assistance or to request a copy of your service contract(s), contact Dell Technical Support or your sales representative.

### 2. Scope of Your Service Contract

Dell will provide the Service in accordance with this Service Description from the date you purchase the Services which is stated under the heading 'Invoice Date' in your invoice and your Accidental Damage Protection Insurance cover will be for the term stated on the line item for Accidental Damage Protection in your invoice. The Supported Product to which the Service Contract relates will be as stated on the line item in your invoice.

For your one-time payment to Dell for the Service as specified on your invoice or other order confirmation for each product (**Supported Product**) plus any applicable sales or similar taxes, Dell will provide the Service in accordance with this Agreement for the term of Service specified on the line item for Accidental Damage Protection in such invoice, or other order confirmation.

This Service Description together with the invoice, any disclosure documents, any order confirmation and the applicable Dell Services Terms and Conditions (referred to at the end of this Service Description), form your agreement with Dell (the **Service Contract**).

Your Service Contract (including order confirmation) will generally be provided at the time you purchase the Service. A soft copy of the Service Contract (which includes a link or other reference to the applicable governing Dell Services Terms and Conditions) will however be issued by Dell by email within 10 days after purchase.

Services are only available with the purchase of a Dell product for which Dell currently offers the Services related to that Supported Product.

The Supported Product will also be tagged with a serial number that will indicate your purchase of the Services. This Service is available in Australia only and is provided to customers based in and residing in Australia.

The laws of New South Wales will govern this Service Contract with the courts of New South Wales having non-exclusive jurisdiction.

### 3. Dell Accidental Damage Protection Insurance

#### 3.1. Parties

Dell Accidental Damage Protection Insurance cover is an insurance product which is underwritten by AIG Australia Limited (**AIG**) and is provided under a group insurance policy that Dell has purchased from AIG. You are a beneficiary of cover under the group insurance policy. As Dell is not the insurer under such policy, your rights under such policy can only be enforced against AIG.

Dell has however been appointed and authorised as a Group Purchasing Body (**GPB**) to arrange the accidental damage cover under the ASIC Class Order governing Group Purchasing Bodies. As a GPB, Dell is not authorised to provide any financial advice in connection with the accidental damage cover. In addition AIG has appointed Dell to settle and provide claim administration services for all claims arising from the Accidental Damage cover.

### 3.2. Cover under Dell Accidental Damage Protection Insurance

If during the term of the Service, the Supported Product suffers any Accidental Damage then, subject to any terms, conditions and exclusions found in the Service Contract, as part of the provision of the Service to you, Dell will, in accordance with the authorisations and appointment under clause 3.1 and following the submission of a claim which is approved pursuant to this Service Contract:

- i. repair the Supported Product as necessary; or
- ii. replace the Supported Product with a new product which is equivalent to the damaged product

(each of items (i) and (ii) referred to as a **Qualified Incident**).

Cover is subject to the condition that any Accidental Damage to the Supported Product:

- a. occurs during the usual and customary usage of the Supported Product, and
- b. is caused by either accidental damage from handling (including drops and spills) or an accidental electrical surge.

Parts built in or on the base unit of the Supported Product, including parts or accessories that are required for regular operation of the base unit and shipped at point of sale, including internal memory, built-in LCD, internal components or internal switches, built-in buttons, drawers, lids or panels, remote controls, or cables are also covered for Accidental Damage.

The Service does not include cover for:

- i. externally-attached computers, peripherals, or other devices that may work in conjunction with the Supported Product;
- ii. components, cases, television or monitor wall mounts, wiring, or items commonly known as "accessories" or "consumables" and which are not built in or on the base unit of the Supported Product;
- iii. any other components not internal to the Supported Product for which you purchased Service and
- iv. other parts/components requiring regular user maintenance including but not limited to batteries, light bulbs, disposable/replaceable print/ink cartridges, print or photo paper, memory disks, memory cards, SIM cards, disposable memory devices, wire connections, carrying cases, stylus pens, docking stations, external modems, external speakers, game devices, game disks, secondary monitors, external mouse for notebooks, external keyboard for notebooks, or other input/output devices.

Repair of the Supported Product, may include the replacement of original parts with new or used parts from the original manufacturer, or an equivalent part from a different manufacturer. Replacement parts will be functionally equivalent to the original parts. Dell may designate an affiliated company or contract with a third party to complete repairs on the Supported Product.

In the event that the Supported Product is replaced, it will be replaced with an equivalent to or better than the Supported Product originally purchased and as determined by Dell in their sole and reasonable discretion.

Coverage for accidental damage is limited to one Qualified Incident per Supported Product per 12 month period commencing from the start date of the term of your Service Contract. In the event you do not submit a claim for a Qualified Incident within one 12 month period, the Qualified Incidents do not accumulate or carry over to any subsequent 12 month period. Accordingly, each Qualified Incident will be applied to the 12 month period during which it is reported, even if such incident is resolved during a subsequent period.

Once the Qualified Incident limit is reached, you may request a subsequent repair or replacement of the Supported Product for an additional charge.

### **3.3. Claim Management**

For claims relating to accidental damage to a Supported Product, you will need to contact Dell or their authorised agents as follows:

### **3.4. Self-Dispatch Support Programs:**

For Customers enrolled in the Dell Tech Direct Program, Qualified Incidents may be handled by certified Dell Customer technicians through the submission of a service request by you to the self-dispatch website or telephone queue for Australia. Depending on the nature or extent of the damage, resolution of the issue may require you to send the Supported Product to a Dell-designated repair centre.

### **3.5. Chat and E-mail Support**

Dell technical support service may be contacted through instant online chat available at [www.support.dell.com](http://www.support.dell.com) or by emailing [APJ\\_AccidentalDamage@Dell.com](mailto:APJ_AccidentalDamage@Dell.com).

### **3.6. Telephone-Based Support:**

For telephone support requests, contact your Dell support centre to speak to a technical support analyst at 1 300 662 087. If you have any difficulties with the phone number provided please go to [www.Dell.com/ProSupport/RegionalContacts](http://www.Dell.com/ProSupport/RegionalContacts) for the most currently available phone numbers.

When you call Dell for diagnosis or troubleshooting, Dell may request further information from you in connection with any underlying warranty or service contract (see [www.Dell.com/Warranty](http://www.Dell.com/Warranty)), (see [www.Dell.com/ServiceContracts](http://www.Dell.com/ServiceContracts)) to assist Dell in providing the Service to you under this Agreement.

The hours of support for the Service do not include public holidays. Please contact your Dell sales or support analyst for additional details. Dell is not liable for any failure or delay in performance due to any cause beyond its control.

In the event of Accidental Damage, Dell will need to evaluate the Supported Product to determine whether such damage is a Qualified Incident. To carry out such examination, Dell or their agent will inform you of the options available to you to ship your Supported Product to Dell for evaluation as to whether the damage is a Qualified Incident.

Provided you comply with process specified in the "*Cooperate with Technician*" section below; Dell will pay all shipping charges for return of the Supported Product to a Dell service facility. In some instances, Dell may make other evaluation and repair methods available to you as part of the Service.

You are solely responsible for all data stored on the Supported Product. It is your responsibility to complete a backup of all existing data, software, and programs on affected products before shipping the Supported Product back to Dell.

You are responsible for removing any confidential, proprietary, or personal information and any removable media such as SIM cards, memory cards, CDs, or PC cards.

Failure rates of your Supported Products and all components within are constantly monitored. Dell reserves the right to request, if your Support Product has a high failure rate, that you work with Dell to reduce the number of losses occasioned by accidental damage.

While Accidental Damage cover does not provide any data recovery services, if however Dell determines that replacement of a storage device or hard drive is necessary, Dell will reload, at no charge to you, the then-current version of major application and operating system software you originally purchased from Dell, including any installed custom factory integration applications.

Any such reloading by Dell is an extra service benefit and does not form part of the Accidental Damage cover under this Service Contract. Dell does not represent or warrant and this coverage does not obligate Dell to ensure that any installed custom factory integration applications will be compatible with the replacement Supported Product.

### 3.7. Exclusions

In addition to the exclusions specified under the "*Cover under Accidental Damage Protection Insurance*" section above, coverage for accidental damage is limited to hardware only.

Coverage is not provided for accidental damage in connection with software including but not limited to:

- i. any defects in or damage (including, without limitation, virus-inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Supported Product and
- ii. any software or other items installed or added through Dell's Custom Factory Integration services purchased by you under a separate service agreement or during the manufacturing process.

No coverage is provided under this Service Contract in connection with:

- i. any damage to or defect in the Supported Product that is cosmetic and that does not materially impair your use of the Supported Product, including, but not limited, to scuffed plastic bottoms, scratched cover lids, dents, superficial scratches and discoloration;
- ii. normal wear and tear to the Supported Product;
- iii. theft or misplacement of the Supported Product;
- iv. damage resulting from reckless, abusive, wilful or intentional conduct associated with handling and use of the Supported Product;
- v. any resultant damage to the Supported Product that arises from one or more conditions described in (i) or (iv) above;
- vi. any Supported Product that anyone other than Dell or Dell's agent has tried to repair, maintain or carry out preventative maintenance or your incorrect or inadequate installation of a Supported Product\*;
- vii. any Supported Product that is lost or stolen;
- viii. any Supported Product that is damaged by fire from an external source or that is intentionally damaged or damaged by misuse, abuse, failure to follow instructions provided with the Supported Product, or use of the Supported Product in an incorrect environment;
- ix. any recovery or transfer of data stored on the Supported Product;
- x. defects in materials or workmanship or ordinary and customary usage of the Supported Product;
- xi. any damage arising from acts of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes;
- xii. your failure to maintain software and Supported Products at Dell specified minimum release levels or configurations as specified on PowerLink for Dell | EMC Storage or EqualLogic™, or as specified on [www.support.dell.com](http://www.support.dell.com) for other Supported Products

or your failure to ensure installation of remedial replacement parts, patches, software updates or subsequent releases as directed by Dell in order to keep the Supported Products eligible for the Services.

\*For the purposes of the exclusion for your installation referred to in item vi. above, your installation includes and is not limited to:

- a. any incorrect or inadequate installation activity performed by you or any third party on behalf of you;
- b. unpacking or moving the Supported Product;
- c. installation or mounting of a Supported Product to a wall or other structure (or removal of the same following installation); and
- d. affixing of brackets or other weight bearing devices designed for mounting or attachment to a wall or other structure or removal of the same.

Your installation does not include installation services purchased from Dell.

#### 4. Exclusions Applying to Services Purchased after the Purchase of a Supported Product.

Where allowed by law, the Services may also be available for purchase after the date that you purchased a Supported Product.

In those instances, the following additional conditions and limitations apply:

- i. If a claim arises within 30 days after the purchase of the Service for the Supported Product, the claim can only be notified to Dell for assessment 30 days after the Service Contract purchase date reflected on your invoice, information page or other order confirmation.
- ii. The 30 day waiting period will not apply to you if you purchase a new Service Contract prior to the expiration of your current Service Contract and provided such new Service Contract commences immediately on termination of the prior Service Contract.
- iii. You are responsible for ensuring that the Supported Product is in normal operating condition at the time the Service Contract is purchased. Dell is not responsible for providing Services for any damage or defect that existed prior to your purchase of the Service.
- iv. Dell reserves the right to inspect the Supported Product to confirm that it is in normal operating condition.

If, on inspection, Dell determines that the damage or defect for the Supported Product existed before the Service was purchased, then the request for Services will be denied and you will be notified accordingly.

#### 5. General Conditions of Service

##### 5.1. Access

You agree to permit or obtain permission for Dell to access and use the Supported Products, the data located on them and all hardware and software components included in them, for the purpose of providing these Services.

##### 5.2. On-site Obligations

Where any Services require on-site performance, you will provide (at no cost to Dell) free, safe and sufficient access to your facilities and the Supported Products, including ample working space, electricity, and a local telephone line. A monitor or display, a mouse (or pointing device), and a keyboard must also be provided (at no cost to Dell), if the system does not already include these items.

### 5.3. **Data Backup; Removing Confidential Data**

You will complete a backup of all existing data, software and programs on all affected systems prior to and during the delivery of the Services. You should make regular backup copies of the data stored on all affected systems as a precaution against possible failures, alterations, or loss of data.

You are responsible for removing the items from the Supported Product referred to in section 3.3 above regardless of whether an on-site technician is also providing assistance.

### 5.4. **Exclusion of Liability**

Subject to applicable law, Dell or AIG will have no liability for:

- i. any of your confidential, proprietary or personal information;
- ii. lost or corrupted data, programs or software;
- iii. damaged or lost removable media;
- iv. data or voice charges incurred as a result of failing to remove all SIM cards or other removable media inside supported products that are returned to Dell;
- v. the loss of use of a system or network; or

Dell will not be responsible for the restoration or reinstallation of any programs or data.

When returning a Supported Product or a part of it, you must only include the Supported Product or part which has been requested by the phone technician.

### 5.5. **Third Party Warranties**

Provision of the Services may sometimes requires Dell to access hardware or software that is not manufactured by Dell. Some manufacturers' warranties may become void if Dell or anyone else other than the manufacturer works on the hardware or software.

You must ensure that Dell's performance of the Services will not affect such warranties or, if it does, that the effect will be acceptable to you. Dell does not take responsibility for third party warranties or for any affect that the Services may have on those warranties.

### 5.6. **Term and Renewal**

The Service type and the Supported Product you have purchased are recorded on the applicable line items in your invoice or on the information page forming part of your Service Contract. Prior to the expiration of your Service Contract and subject to the limitations set forth in this document, you may purchase a new Service Contract based on available options then in effect for your Supported Product.

This can be done by contacting your sales representative at Dell. Dell reserves the right to refuse any extension.

### 5.7. **Transferability**

Subject to the limitations set forth in the Service Contract, you may transfer this Service Contract to a third party residing in Australia who purchases your Supported Product before the expiration of the then-current service term, provided that:

- i. you are the original purchaser of the Supported Product and the Service Contract;  
or
- ii. You purchased the Supported Product and the Service Contract from its original owner or a previous transferee, that were, in either case, residing in Australia
- iii. and You complied with all the transfer procedures available at [www.support.dell.com](http://www.support.dell.com).

Additional terms, conditions and fees may apply to any such transfer. Please note that if you move the Supported Product to an area outside of Australia you will have no coverage

under this Service Contract and you will incur an additional charge to maintain the same categories of support coverage at the new location.

#### 5.8. Cancellation by You

This Service Contract commences on the date of your invoice under the heading 'Invoice Date' or other start date noted on your invoice. You may cancel this Service Contract within fourteen (14) days of the start date by written notice to Dell by emailing [APJ\\_AccidentalDamage@Dell.com](mailto:APJ_AccidentalDamage@Dell.com).

Cancellation of the Service Contract within the 14 days of purchase incorporates and is subject to the cooling off rights under the *Corporations Act (2001)* (Cth) for a general insurance product.

While you are entitled to cancel the Service Contract after the 14 day period, any refund of payments made for this Service Contract may be reduced on a pro-rated basis for the period of time the Service contract was operative. Any refund in respect of any cancellation of the Service Contract will be reduced by the cost of any claims under the Service Contract.

#### 5.9. Cancellation by Dell

Subject to any applicable law, Dell on behalf of AIG may cancel this Service Contract if:

- iv. you fail to pay the price for the Service in accordance with our invoice terms;
- v. make a misrepresentation to AIG, us or our agents; or
- vi. otherwise breach your obligations under this Service Contract.

If we cancel this Service Contract such cancellation shall only be in accordance with the *Insurance Contracts Act 1984*. We will send you written notice of cancellation at the address indicated in our records. The notice will include the reason for such cancellation and the effective date of cancellation, which will not be less than ten (10) days from the date we send notice of cancellation to you. Separate Services may be cancelled separately for each Supported Product.

#### 5.10. Additional Remedies

This Service Contract affords you specific contractual rights. The Supported Product you purchase from us may also come with a limited hardware warranty from third party manufacturers of Supported Products we distribute.

#### 5.11. Force Majeure

Neither party shall be liable to the other party for any failure to perform any of its obligations (except payment obligations) under this Service Contract during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, acts of God, fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority (a **Force Majeure**).

In such event, however, the delayed party must promptly provide the other party with written notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure event lasts longer than thirty (30) days, the other party may immediately terminate this Service Contract by giving written notice to the delayed party.

### General Responsibilities

#### 5.12. Cooperate with Dell Technician.

You must cooperate with the Dell technician to ensure that the Supported Product is properly serviced. When you call Dell, a Dell technician will both ask for the Service Tag number located on your Supported Product and verify your purchase of the Service.

The technician will then ask you a series of questions to assess the extent and cause of damage to the Supported Product. These diagnostic and troubleshooting steps may require more than one call or an extended session, and you may be asked to access the inside of your Supported Product where safe to do so.

If your issue is covered by the Accidental Damage cover under this Service Contract, the process outlined under the heading "Claim Management" will need to be followed.

Where we can determine over the telephone that a replacement Supported Product will be necessary, we may in our discretion, ship you a replacement Supported Product immediately. However, if you fail to return the damaged Supported Product to us within 20 days after such determination, you agree that you are responsible for the replacement costs of the replacement Supported Product to Dell.

When returning a Supported Product for replacement, unless otherwise directed by your Dell tech support agent, you must not include any parts attached to your Supported Product such as battery, battery pack cover, SIM card, memory card, etc.

Neither Dell nor AIG is responsible for any data or voice charges incurred as a result of your failure to remove all SIM cards inside Supported Products returned to Dell. In addition, when returning your Product for replacement, do not send external parts, such as but not limited to cords, cables, controls, or lens caps.

Where the fault is an Accidental Damage claim and the issue is not resolved remotely in accordance with clause 3.3 *Claims Management*, then, at Dells' discretion, following completion of remote diagnosis or troubleshooting, the technician may send you a replacement part for you to install on the Supported Product as part of the Services provided in relation to a Qualified Incident.

## 6. Limitation of Liability

Subject to any applicable law in Australia, neither Dell or AIG nor either of their affiliates, partners, officers, directors, employees or agents are liable to you, or any subsequent owner or other user of the Supported Product, for any incidental or consequential damages, including, but not limited to:

- i. liability or damages for the Supported Product not being available for use;
- ii. loss or corruption of data or software;
- iii. any loss due to Supported Product failure; or
- iv. any and all incidental, indirect, special or consequential damages arising out of or in connection with the use or performance of the Supported Product,

even if you have been advised of the possibility of such damages.

By entering into this Service Contract, you expressly waive any claims described in this paragraph. You agree and understand that we will not be responsible or liable for any amount of damages above the aggregate dollar amount paid by you for the purchase of the Supported Product covered by this Service Contract.

## 7. Dell Services Terms & Conditions

This Service Contract is entered between you, the customer (**you** or **Customer**), and the Dell entity identified on your invoice for the purchase of this Service.

Subject to any applicable law or regulation, the Services are provided subject to and governed by a separate signed master services agreement between you and Dell that explicitly authorises the sale of the Services.

In the absence of such agreement, depending on Customer's location, this Service is provided subject to and governed by either Dell's Customer Master Services Agreement or the agreement referenced in the table below (as applicable, **Dell Services Terms & Conditions**).

Please see the table below which lists the URL applicable to Australia

The parties acknowledge having read and agree to be bound by such terms.

You Location	Terms & Conditions Applicable to Your Purchase of Dell Services	
	You Purchasing Dell Services Directly From Dell	You Purchasing Dell Services Through an Authorized Dell Reseller
Australia	<a href="http://www.dell.com.au/termsofsale">www.dell.com.au/termsofsale</a>	<p>Service descriptions and other Dell service documents which you may receive from a reseller of Dell's services do not constitute a Service Contract between you and Dell.</p> <p>Such service descriptions serve only to describe the content of service you are purchasing from your seller, your obligations as a recipient of the service and the boundaries and limitations of such service.</p> <p>As a consequence any reference to "You" in this Service Description and in any other Dell service document will in this context be understood as a reference to you whereas any reference to Dell will only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller.</p> <p>You do not have a direct contractual relationship with Dell with regards to the Service described in this Service Contract.</p> <p>Any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly are not be applicable to you and will be as agreed between you and your seller</p>

To the extent that any terms of this Service Description conflicts with any terms of the Dell Services Terms and Conditions, the terms of this Service Description will prevail, but only to the extent of the specific conflict, and will not be read or deemed to replace any other terms in the Dell Services Terms and Conditions which are not specifically contradicted by this Service Description.

By placing your order for the Services, receiving delivery of the Services, utilizing the Services or associated software or by clicking/checking the "I Agree" button or box or similar on the Dell.com website in connection with your purchase or within a Dell software or internet interface, you agree to be bound by this Service Contract and the agreements incorporated by reference in it.

If you are entering this Service Contract on behalf of a company or other legal entity, you represent that you have authority to bind such entity to this Service Contract, in which case "you" or means such entity. In addition to receiving this Service Contract, you may also be required to execute a signed order form for Dell.

For more information about any of our service offerings, please contact your Dell representative or visit [www.dell.com/services](http://www.dell.com/services).

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