

DELL ACCIDENTAL DAMAGE PROTECTION INSURANCE & DELL ACCIDENTAL DAMAGE WITH THEFT PROTECTION INSURANCE

Combined Financial Services Guide and Product Disclosure Statement

Product Disclosure Statement prepared on 3 December 2013
Insurer: Virginia Surety Company, Inc (ABN 63 080 339 957)
Australian Financial Services Licence number 245579

This document is a combined Financial Services Guide and Product Disclosure Statement for the Dell Accidental Damage Protection Insurance and Dell Accidental Damage With Theft 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).**

The FSG is issued by Dell Australia Pty Limited ABN 46 003 855 561; Authorised Representative No. 332822 (Dell). The PDS is issued by the Virginia Surety Company, Inc ABN 63 080 339 957; AFSL No. 245579 (VSC). Dell is an authorised representative of VSC.

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Part A - FINANCIAL SERVICES GUIDE (FSG): Prepared 3 December 2013

We are Dell Australia Pty Limited (ABN 46 003 855 561) – Authorised Representative Number: 332822 (Dell). We are an authorised representative of Virginia Surety Company, Inc ABN 63 080 339 957, AFSL No. 245579 (VSC) in respect of Dell Accidental Damage Protection Insurance (ADP) and Dell Accidental Damage With Theft Protection Insurance (ADTP). References in this FSG to “We”, “Our” or “Us” are references to Dell. VSC has authorised the distribution of this FSG.

Important information

This FSG is provided to assist You in making an informed decision about the purchase of ADP or ADTP by You. It will explain who We are, the ADP or ADTP product provided by Us, how We are remunerated and how Your complaints are dealt with.

Where we provide general factual advice to You about ADP or ADTP, or issue ADP or ADTP, 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 product, including any relevant risks, benefits and significant characteristics of the product. It contains important information about the product that will assist You in making an informed decision about the product. You should read the PDS carefully.

Authorised services

We are authorised under an agreement with VSC to sell Dell Accidental Damage Protection Insurance and Dell Accidental Damage With Theft Protection Insurance as an agent of VSC. We can answer factual questions You may have about the product, assist with Your application, and accept payment. We can give You general factual advice about the product, but cannot advise You if the product is appropriate to meet Your particular needs.

In selling Dell Accidental Damage Protection Insurance or Dell Accidental Damage With Theft Protection Insurance to You, Dell acts as an Authorised Representative of VSC. The significance of this arrangement is that We are able to sell Dell Accidental Damage Protection Insurance policy or a Dell Accidental Damage With Theft Protection Insurance policy to You on behalf of VSC.

We are authorised to conduct repairs covered by Dell Accidental Damage Protection Insurance and Dell Accidental Damage With Theft Protection Insurance on behalf of VSC.

How We are paid

We receive remuneration from VSC when we sell a Dell Accidental Damage Protection Insurance policy or a Dell Accidental Damage With Theft Protection Insurance policy. VSC will pay us a commission of up to 65% of the premium You pay (excluding taxes and charges) and, a share of the profit made in relation to the insurance which is calculated and paid to us annually. The commission is included in Your premium and is not an extra charge to You. This remuneration is used to fund part of the costs of running our distribution and repair operations for ADP and ADTP.

How can You provide us with instructions?

If You want to update Your policy information in relation to Dell Accidental Damage Protection Insurance or Dell Accidental Damage With Theft Protection Insurance, You can do so by contacting Us. See our contact details below.

Your privacy

In order for Us to sell Dell Accidental Damage Protection Insurance or Dell Accidental Damage With Theft Protection Insurance to You and to keep in contact with You, We need to collect certain personal information about You. We may not be able to arrange Your insurance policy without this information. We may disclose Your personal information to VSC and its policy and claims administrator. We may also disclose Your information to Our domestic and offshore related bodies corporate, contractors or service providers, all of which are required to keep Your information confidential. If You have any questions or would like to access the information We have about You, see our privacy policy, which is available on our website at: www1.ap.dell.com.

If You have a complaint

If You have a complaint about this product or service, You may request to speak with the supervisor or manager of the Dell business segment You are dealing with (as noted below). If Your complaint is not resolved You can then contact VSC. VSC have an internal dispute resolution panel which seeks to resolve any complaints or disputes that may arise. Please contact VSC on 1300 654 611. If You are not satisfied with their response, and the matter is not related to the use of Your personal information, You may refer the matter to an external dispute resolution body such as the Financial Ombudsman Service (FOS). You can contact FOS at:

Telephone: 1300 780 808
Facsimile: 03 9613 6399
Website: www.fos.org.au
Postal address: GPO Box 3, Melbourne VIC 3001
Email: info@fos.org.au

If Your unresolved dispute is in relation to the use of Your personal information, You can contact the Privacy Commissioner on 1300 363 992 or enquire@oaic.gov.au.

Contact us**Dell, Authorised Representative**

You can contact us on the following numbers:

Home and Home Office- 1800-812-393;

Small Business 1-400employees - 1800-812-392;

Private Sector 400-3500 employees - 1300-362-042. **Over 3500 employees** - 1300-303-270;

Public Sector Education & Local Government - 1300-303-197. **Other Government** -1300-303-270; or

Dell Australia Pty Limited, PO Box 91, Frenchs Forest, New South Wales, 2086.

VSC, Licensee

You can contact the licensee, VSC 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.

Part B - PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING – Prepared 3 December 2013

DEFINITIONS

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

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

APRA: means the Australian Prudential Regulation Authority.

Contract Year: means a 12 month period beginning on the Cover commencement date specified in the Policy Schedule and each anniversary thereafter. Where You purchase Your Cover after You purchased Your Dell Product and warranty, the Term of Your Cover will cease at the conclusion of the warranty You purchased. Therefore, the final Contract Year will be less than 12 months.

Cover: means the protection provided by the Policy, and includes the two Cover Options available: Accidental Damage or Accidental Damage With Theft.

Cover Option: means the types of Cover available under this Policy. These types of Cover relate to Your nominated Term.

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: relates to the \$100 You have to pay each time You make a claim.

Locked Premises: means normal place of residence of the User.

Original Purchase Price: means the total cost of the insured Product (inclusive of GST) as stated on the original tax invoice but does not include any additional accessories, peripheral items or consumables purchased or supplied with the Product.

Period of Cover: means the Term of Cover as stated on the Policy Schedule.

Policy: means Dell Accidental Damage or Accidental Damage with Theft Protection Insurance.

Product: means the Dell hardware product purchased as shown on the original tax invoice which also details the Cover Option purchased.

Policy Schedule: means 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.

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

Secured Locker: means a locker that has suitable protection by way of an appropriate locking device.

Term: relates to the nominated insurance period specified in Your Policy Schedule.

Theft: means the act or an instance of stealing.

Unrestricted Access: means the ability to enter or exit with no restriction i.e. unlocked premises

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

Violent and Forcible Entry: means evidence of visible damage at the point of entry.

We, Us, Our: means the insurer, Virginia Surety Company, Inc (ABN 63 080 339 957) (AFSL 245579).

You, Your: means the person(s) named as the insured in the Policy Schedule.

THE PURPOSE OF THIS PRODUCT DISCLOSURE STATEMENT (PDS)

IMPORTANT INFORMATION ABOUT THIS POLICY

The purpose of this PDS is to give You the information You require to make an informed decision about whether or not to purchase Dell Accidental Damage Protection Insurance or Dell Accidental Damage With Theft 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, in addition to 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 the Cover provided by this product and its terms and conditions.

Capitalised terms and expressions used in this PDS have the meanings given to them in the Definitions.

WHO IS THE INSURER?

This insurance Policy is underwritten by Virginia Surety Company, Inc (ABN 63 080 339 957) of PO Box 246, Balwyn VIC 3103. In this PDS, the Insurer is called 'We', 'Us' or 'Our'. We hold an Australian Financial Services Licence (number 245579). You can contact Us:

- by phone on 1300 654 665
- by faxing Us on 03 9862 3299
- by writing to Us at PO Box 246, Balwyn VIC 3103
- by emailing Us at vscau@thewarrantygroup.com

The Warranty Group Australasia Pty Ltd (ABN 37 005 004 446) administers the Policy on Our behalf. Dell Australia Pty Limited (ABN 46 003 855 561) (Dell) sells the Policy and conducts repairs on Our behalf. Dell does not guarantee or underwrite the Policy. 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.

ELIGIBILITY

When Dell Accidental Damage Protection Insurance or Dell Accidental Damage With Theft Protection Insurance is purchased, the total Original Purchase Price of each individual Dell Product must not exceed \$25,000. This insurance is only available when purchased with a Dell Product.

Where You wish to purchase Dell Accidental Damage Protection Insurance or Dell Accidental Damage With Theft Protection Insurance after purchasing the Dell Product, You may do so no later than 90 days from the date specified in Your Dell Product purchase invoice.

POLICY COVERAGE

The Policy is an insurance policy with the following significant features and benefits, depending on the Cover Option selected and stated in the Policy Schedule:

- **Accidental Damage Protection**

If the insured Product suffers Accidental Damage, during the Period of Cover, We will, at Our discretion, either repair or replace the Product subject to the applicable Excess, and Policy terms & conditions. If the Product is repaired it may be repaired with new or used parts from the original manufacturer, or a different one. Any replaced parts will have similar or equivalent functionality as the original part/s. If We decide that the Product needs to be replaced, then We will provide a Replacement Product that may be new or refurbished. The Replacement Product will have similar or equivalent functionality as the original item. We have contracted Dell to complete repairs on

the Product. You must return the damaged Product to Us in its entirety. You shall be responsible for payment of any damaged Product which is not returned to Us.

Below are some examples of how We will repair or replace the Product under Your Accidental Damage Protection Insurance or Accidental Damage With Theft Protection Insurance Policy.

Cause of Damage	Resolution Description
Liquid spilled on or in unit	Repaired or unit replaced
Drops, falls and other similar impact or electrical surge	Repaired or unit replaced
Damaged or broken LCD	Repaired
Accidental breakage (multiple pieces)	Repaired or unit replaced

- **Theft Protection**

If the insured Product is stolen from a secured office, home, school locker or locked vehicle where there is clear evidence of Violent and Forcible Entry during the Term of the Cover and subject to the applicable Excess and Policy terms & conditions, then We will provide a Replacement Product as described above.

- **Use in Schools**

This Policy does not provide Cover for Theft whilst the Product is within the premises of a kindergarten, primary or secondary school or any other educational facility unless the Product is stolen from a Secured Locker whilst the User is in attendance, with clear signs of Violent and Forcible Entry.

- **Cover Limits**

Cover Type	Claim Limit	Maximum Number of Claims
Accidental Damage Protection	Unlimited parts.	Two repairs (2) per Contract Year.
	One (1) whole unit replacement per Contract Year	One (1) whole unit replacement per Contract Year
Theft Protection	One (1) whole unit replacement per Contract Year	One (1) whole unit replacement per Contract Year

For each Covered Product other than Dell Precision notebooks and desktops, the maximum value of all Your claims added together cannot exceed \$5,000 (net of Excesses) for the Policy Term. This is the maximum benefit payable on each Covered Product. The maximum benefit payable for Dell Precision notebooks and desktops is \$7,500 per Product.

PRODUCTS INCLUDED

This Cover is for hardware only such as notebooks, tablets, projectors and desktops. It does not cover any damage (including without limitation virus-inflicted damage) to or Theft of software preloaded on, purchased with or otherwise loaded on the Product, including without limitation, Dell's Custom Factory Integration ("CFI") items. We will exercise reasonable efforts to, but this Policy does not guarantee that We will, repair or replace CFI items that may otherwise be excluded components.

Dell Notebooks and Tablets

In relation to notebooks and tablets, the Policy only Covers the central processing unit, mother-board, internal memory, power adapter, palm rest, internal fan, internal keyboard, internal hard drives, internal disk or CD/DVD ROM drives, touch pad, internal modems, internal network card, video card, internal speakers, latches, hinges, chassis and the computer's built-in LCD. Accidental Damage Cover only covers batteries whilst they are covered under the manufacturer's warranty or Dell's warranty extension on the battery.

Dell Desktops

The Policy only covers the central processing unit, keyboard, mouse, internal hard drives, internal memory, built-in or internal network card or modem, motherboard, video card, power supply fan, power supply unit, CD/DVD ROM drives, chassis and the computer's original monitor (when invoiced as part of system order purchase) are covered.

COMPONENTS EXCLUDED

Peripherals Not Covered

This Policy does not cover peripheral or externally attached devices, such as docking stations, external modems, external speakers, game devices, carrying cases, secondary monitors, external mouse on notebooks or tablets, external keyboard on notebooks or tablets, external components, cases, television, 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 use maintenance. The Policy does not cover any software shipped with peripherals.

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, 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 peripherals 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 Us 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 may 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?

Prior to purchase You will be provided with a quote for the premium payable for Your insurance policy. The premium amount will also be shown on Your Policy Schedule. In setting premiums, a number of factors are taken into consideration. These factors may include:

- the Cover Option and Period of Cover chosen;
- the Original 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 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 vary depending on the Cover You choose. The amount of the premium will be calculated and advised to You at time of purchase. You may also be required to pay one-off fees in the following circumstances:

- An Excess in the event of a claim; or
- A Cancellation Fee.

COOLING OFF PERIOD

You may cancel Your Policy and receive a full refund within 14 days of receiving the Policy Schedule. If You wish to cancel Your Policy during this period, You must notify Us in writing. If You do so, We will refund the premium in full. However, We will not refund the premium if You have made a claim under Your Policy.

To cancel Your Policy at other times, please refer to the 'How Can Your Policy Be Cancelled' section in the Policy Wording.

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, Your complaint may then be referred to Our Internal Dispute Resolution Panel (**IDR**). You can contact Our IDR:

- by emailing Us at customerfeedback@thewarrantygroup.com; or
- by phone on 1300 654 611

We will respond to Your complaint in writing within 15 working days provided We have all the necessary information. If You are not satisfied with the outcome of Our process, and the matter is not related to use of Your personal information, You may refer the matter to the Financial Ombudsman Service (**FOS**), the **External Dispute Resolution provider**. The FOS may be contacted:

- by phone on 1300 780 808 (local call fee applies);
- by fax on (03) 9613 6399;
- by writing to GPO Box 3, Melbourne VIC 3001;
- by emailing Us at info@fos.org.au; or
- on the web www.fos.org.au

The FOS provides an independent service which will investigate Your complaint and provide a ruling at no cost to You. If Your dispute is in relation to use of Your personal information and Our internal dispute resolution service is not able to resolve the matter, You can contact the Privacy Commissioner on 1300 363 992 or enquire@oaic.gov.au.

THE GENERAL INSURANCE CODE OF PRACTICE

Virginia Surety Company, Inc adheres to the General Insurance Code of Practice. 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.

YOUR PRIVACY

Virginia Surety Company Inc is bound by the National Privacy Principles contained in the Privacy Act 1988. In order for Us to provide You with Insurance We need to collect certain personal information about You. We use this information to administer Your Policy including processing claims and responding to Your queries. The information collected is held by Us and disclosed to assessors, loss adjusters, repair services suppliers, as well as companies within The Warranty Group. If You would like a copy of Our privacy brochure or would like access to the information We have about You, please contact Our Privacy Officer on 1300 654 611.

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 see <http://www.apra.gov.au> or contact the APRA hotline on 1300 131 060.

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.

EXCESS

You must pay the Excess as stated 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 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.

LIMIT OF LIABILITY

The information below outlines the claim limits that apply (net of Excesses) for each type of Cover under Your Accidental Damage and Theft Policy.

- The maximum amount payable by Us will be the Original Purchase Price (inclusive of GST) of Your covered Product per claim.
- There will be a maximum of one (1) whole unit replaced by Us per Product listed on the Policy Schedule per Contract Year.
- There will be a maximum of two (2) repairs undertaken by Us per Product listed on the Policy Schedule per Contract Year.
- Regardless of the number of claims made the maximum benefit payable for the Policy Term for each Product listed under the Policy is \$5,000 except for Dell Precision notebooks and desktops where the maximum benefit payable is \$7,500 per Product.
- **We will not accept any liability to You**, or any subsequent owner or other User of the product, for any incidental or consequential damages, including, but not limited to, liability or damages for the product not being available for use, loss or corruption of data or software, personal injury, death, other indirect loss due to product failure, or any and all incidental, indirect, special or consequential damages arising out of or in connection with the use or performance of the product, even if You have advised Us of the possibility of such damages.

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.

ONGOING DISCLOSURE: CHANGES TO YOUR DETAILS OR CIRCUMSTANCES

You must inform Us immediately in writing if You change Your name or address.

WHEN AM I COVERED?

Your Cover will commence on the day You purchase this insurance Policy from Us being the date in Your Dell Product purchase invoice, provided We have issued You with a Policy Schedule confirming Our acceptance of Your Cover.

Where You purchased Your Cover after You received Your Dell Product, You will have a 30 day qualifying period before a claim can be made on Your Policy.

Your Cover will end when any of the following occurs:

- the Policy is cancelled (see section 'How Can Your Policy Be Cancelled' in this Policy Wording);
- the Period of Cover expires;
- the maximum Policy benefit has been reached (net of Excesses);
- We provide a refund as settlement of a claim; or
- the Product is sold or ownership of the Product is transferred.

HOW CAN YOUR POLICY BE CANCELLED?

Cancellation by You: You may cancel this Policy at any time by advising Us in writing at PO Box 246 Balwyn 3103 or via email on yscau@thewarrantygroup.com. We will respond to You within 7 days of receiving Your request. If the Policy is cancelled 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 a Your Duty of Disclosure;
- failure to comply with a provision of this Policy;
- misrepresentation prior to entering into this Policy; or
- 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.

POLICY EXCLUSIONS

GENERAL EXCLUSIONS

A Policy may only be purchased in Australia for Dell Products that are purchased in Australia. **Our liability** to pay a claim under the Policy is excluded in the following circumstances:

- Any notebooks, tablet device or desktops located outside of the following countries in Asia Pacific: Australia, New Zealand, Singapore, Malaysia, Thailand, Taiwan, South Korea, India, Hong Kong, and China;
- Accidental Damage Protection and Accidental Damage With Theft Protection is applicable only for Products purchased in Australia and located within the Asia Pacific or in due course of transit within the Asia Pacific region and it is neither non-transferable nor refundable outside the Asia Pacific countries;
- 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 the manufacturer's or an extended warranty or are a result of a recall, regardless of the manufacturer'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;
- You have not taken reasonable care to prevent the damage;
- Consequential loss of any kind;
- Failure of the Product caused by mechanical or electrical breakdown not resulting from Accidental Damage;
- 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 agreement;
- If the Product has incurred Accidental Damage or Theft 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 Product that is intentionally damaged. If We find evidence of intentional damage, We are not obligated to repair or replace the Product;
- Any damage caused by war, invasion or act of foreign enemy, hostilities, civil war, rebellion, riot, strike, labour disturbance, lockout, or civil commotion;
- Any damage due to external causes including third party actions, fire, insects, animals, exposure to weather conditions, extreme temperature, windstorm, sand, dirt, flood or acts of god;
- Any 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 the manufacturer's instructions;
- Cost of installation, set-up, diagnostic charges, removal or reinstallation of the Covered Product;
- Any kind of service where no problem can be found;
- Theft by the User, You or any of Your employees and/or their family members;
- Any Theft claim which is not substantiated by a colour photograph showing signs of Violent and Forcible Entry and a detailed police report indicating Violent and Forcible Entry to a Locked Premises or Secured Locker;
- Theft or attempted Theft not accompanied by Violent and Forcible Entry;
- Theft by an owner, employee, anyone a User lives with or is related to, or by anyone who has Unrestricted Access to Your premises;
- Theft whilst the Product is within the premises of a kindergarten, primary or secondary school or any other educational facility unless the Product is stolen from a Secured Locker whilst the User is in attendance, with clear signs of Violent and Forcible Entry; or
- Theft from public areas, whether or not there is evidence of Violent and Forcible Entry, including but not limited to; hotel rooms and lobbies, restaurants, lockers, bars.

HOW TO MAKE A CLAIM

Accidental Damage Protection Claims:

In the event of any damage which might give rise to a claim under this Policy You must:

- Notify Us as soon as possible on the following number applicable to your purchase:
 - Home User Support 1300 655 533;
 - XPS Hardware Support 1300 790 877;
 - Small & Medium Business 1800 060 889;
 - Large Business, Education & Government 1800 633 559;
 or email twgau.dell@thewarrantygroup.com .
- Take all reasonable steps to minimize the extent of any damage;
- Notify Us within 7 days of the damage occurring;
- Isolate damaged parts and make them available for inspection by Us; and
- Provide all information and documentary evidence with respect to the claim as We may reasonably require, including the completion of the claim form and supplying clear colour photos of the damaged Product.

Upon notification of a claim being lodged, You must give Us an opportunity to inspect the loss or damage before any repairs or alterations are effected.

When you call Us, We will ask for the service tag number located on your Product. Once We have verified Your purchase of Accidental Damage Protection or Accidental Damage With Theft Protection, We will ask You a series of questions to assess the extent and cause of damage to the Product. You must cooperate with Us to ensure that the Product is properly serviced. You will be asked to pay the Excess once the claim is validated.

We will either send You a replacement part for You to install on the Product or dispatch a service engineer to Your location or give You directions to ship the Product to Our repair facility. So long as You follow Our directions, We will pay for all shipping charges for the return of the Product to Our repair facility.

In some cases, where We can determine over the telephone that a Replacement Product will be necessary, We may, in our discretion, ship you a Replacement Product immediately. However, a Replacement Product can only be provided if You return the original Product to Us.

You have several responsibilities that You must carry out prior to sending in the Product for repair, such as: remove all data, including confidential information, proprietary information and personal information, from Your Dell Product or, if You are unable to remove any such information, modify the information to prevent its access by another party or so that it is not personal data under applicable law; remove all features, parts, options, alterations and attachments not covered and ensure that Your Product or part is free of any legal restrictions that prevent its replacement.

Theft Protection Claims:

Claims for Theft Protection can be accepted where the loss occurred in the following countries in Asia Pacific: Australia, New Zealand, Singapore, Malaysia, Thailand, Taiwan, South Korea, India, Hong Kong, and China;.

All claims must be lodged by completing a claim form within 7 days after making a police report and a copy of the report must be provided, together with clear colour photographs showing the point of Violent and Forcible Entry e.g. broken door, lock, window with another photo showing the address of building, house, office or vehicle plate broken into. A detailed police report is also required stating the events of how the entry was gained into the building, house, office or vehicle. You must cooperate with Us and ensure that all the documents requested are provided in order to be eligible for a claim.

To lodge a claim, please contact the administrator being The Warranty Group Australasia Pty Ltd on:

- by Telephone: 1300 654 681 or outside Australia on 0011 61 3 9862 3259
- by Email: twgau.dell@thewarrantygroup.com

A claim form and instructions on how to lodge a claim can also be found on the following website:

www.thewarrantygroup.com.au/dell

Once Your claim is accepted under the Policy terms & conditions, You will be required to pay the applicable Excess stated in Your Policy Schedule prior to receiving a Replacement Product.

Additional Claims Information

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

TRANSFER

This Policy is not transferrable and Cover will cease upon transfer of ownership of the Product.