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Insurance for peace of mind

Your mobile phone goes everywhere with you, so it's easy for it to get damaged, lost or stolen.

So what can happen if your phone is lost, stolen or accidentally damaged and you are not insured?

- Contractual obligations will still have to be met. That is, monthly access fees will still need to be paid (even if you do not have a phone).
- If your phone is stolen, you will be liable for unauthorised calls made on your phone after the theft has occurred.
- You will need to purchase a new phone – high retail prices may be payable.
- If you cancel your mobile digital service whilst still under contract because you no longer have a phone to use:
 - cancellation fees will be incurred, and
 - you will also lose your mobile number.

Insuring your phone with Optus SafeGuard can help you overcome these inconveniences.

For as little as \$4.57 a month, Optus will help you to insure your mobile phone. We offer 3 different plans to give you as much or as little cover as you need.

All rates and premiums include GST.

	SafeGuard Basic (Excludes CDMA)	SafeGuard Essential	SafeGuard Business
Monthly charges	\$4.57	\$8.13	\$11.50
Claims covered	Theft, accidental loss or accidental damage	Theft, accidental loss or accidental damage	Theft, accidental loss, accidental damage, or electronic breakdown/failure
Geographic coverage	National	National	International
Limit of liability*	\$220	\$1,650	\$3,300
Contractual obligations*	N/A	Up to \$440	Up to \$660
Unauthorised calls*	N/A	Up to \$550	Up to \$825
Cover for accessories	N/A	Yes	Yes**
General Excesses			
Repair	N/A	\$50	\$50
Replacement	\$50 all claims	\$100***	\$100***

*Liability amounts are GST inclusive. If you are registered for GST any cash settlement amount will be adjusted by the extent to which you are entitled to claim a full or partial Input Tax Credit on your SafeGuard premium in accordance with your notification to the insurer.

**SafeGuard Business cover for accessories does not cover mechanical or electronic breakdown/failure.

***If insurance claim is within the first 3 months of insurance cover, an additional \$65 is payable by the claimant. For second and subsequent claims within any 12 month period, an additional \$75 is payable.

An extra bonus for staying insured

The General Excess for replacement is reduced to the following amounts for customers with SafeGuard Essential or SafeGuard Business when at the time of loss the SafeGuard Insurance Plan applicable has been in force for the following continuous periods and no previous claims have been lodged in that period:

- \$75 for more than 12 months
- \$nil for more than 24 months

Please refer to policy conditions for full details.

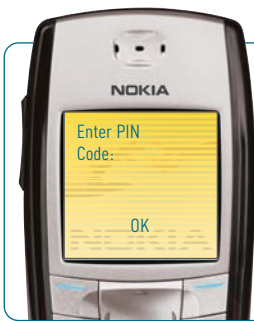
Conditions and exclusions apply to the cover provided. These are set out in the Policy conditions on page 7. Significant exclusions include loss or damage caused by fire. You should carefully read the Policy to understand its terms.

Monthly insurance charges will be included on Your Optus Mobile Service account and will be payable within 14 days of the date of the account. Optus may vary the monthly insurance charges at any time by giving You 30 days notice.

Your first mobile account after insurance is applied to your service will include two monthly insurance charges. The second charge will ensure that your insurance charges are made monthly in advance. The first charge will be for the period from the commencement of insurance to your next billing date. The balance of this charge after deducting the pro rated amount for this first period, will constitute an administration fee.

Prevent unauthorised use of your mobile

You can take steps ahead of time to prevent people from using your mobile to make calls. To protect your mobile from unauthorised use, we suggest you set a PIN. Ensure that you leave the PIN activated so that whenever you switch the phone on, it asks you for the code. If a thief or unauthorised person tries to use your mobile they will not be able to use your SIM without knowing the code.



- Protect your phone against unauthorised use with your own PIN code.
- Without the code, people can't use your SIM card to make calls.
- Ensure that you change the PIN regularly.

SIM card blocked?

In order to protect your phone further from unauthorised use, you only have three attempts to enter your PIN before it blocks. If this occurs, your phone will appear BLOCKED or request a PUK code. Please call Customer Care on **1300 300 937** for assistance in unlocking your PIN.

What to do in case of loss or theft

If your phone is lost or stolen, you should do the following:

1 Report it to Optus (1300 300 937 OR +61 2 9342 5678 if calling from overseas)

As soon as you notify us, we will temporarily bar or suspend your service to prevent unauthorised use of your phone. If you do not restrict your service, you will be liable for any unauthorised calls.

2 Report it to the Police

Give the Police full details of when and where it was lost or stolen, plus the phone make and model number along with serial number (also referred to as IMEI or ESN number).

You will be asked for details of this Police Report when you make a claim.

3 Proceed with SafeGuard Insurance claim (if covered)

To lodge and process a claim, please call the Customer Claims Unit on 1800 501 971.

What to do in case of accidental damage

If your phone is accidentally damaged, you should do the following:

1 Report it to Optus (1300 300 937 OR +61 2 9342 5678 if calling from overseas)

As soon as you notify us, we will temporarily bar or suspend your service to prevent unauthorised use of your phone. If you do not suspend your service, you will be liable for any unauthorised calls.

2 Obtain a Damage Report

Visit an Optus World Store and ask for a Damage Report from a qualified Optus Mobile Service Centre. (Note, this is not a Manufacturer's repair center eg. Nokia).

3 Proceed with SafeGuard Insurance claim (if covered)

To lodge and process a claim, please call the Customer Claims Unit on 1800 501 971.

Note: Any monies payable under your insurance policy must be paid to the Insurer before a claim can be settled. These payments should be made to the customer claims unit.

For all other SafeGuard enquiries, please call Optus Customer Service on **1300 300 937**.

Important notices regarding SafeGuard Insurance

1. Your completed form does not constitute a covernote. Your SafeGuard insurance policy is issued on the date your application form is received. However, your insurance protection only commences when you have made your first successful "outbound" call with the insured phone on the Optus Mobile Network.
2. In providing this insurance, Optus Mobile Pty Ltd in its capacity as an authorised representative of the Insurer may receive a fee from the Insurer and may in turn pay a commission to any Optus outlet who introduces you to SafeGuard Insurance.
3. SafeGuard Insurance is not compulsory. Insurance may be arranged by you with an insurer of your choice.
4. Please refer to the full Policy conditions of SafeGuard Insurance and other information contained herein for premium and claim excess amounts and other details.
5. Please note that for SafeGuard Essential and SafeGuard Business customers, the Insurer will, at its option, repair or replace insured equipment and for SafeGuard Basic customers, the Insurer will only replace the insured equipment. The Insurer will only replace the insured equipment with a mobile handset at a cost up to the limit of liability.
6. Generally, premiums are not tax deductible, nor are benefits received under the Policy assessable. However, premiums may be wholly or partly deductible and benefits wholly or partly assessable if you use your mobile phone for business or work related purposes. The taxation position described in this section is a general statement only and is based on present tax laws and our interpretation of those laws. You should seek professional advice to confirm the taxation implication of this Policy for your specific circumstances.
7. You have 19 days from the date your policy is issued to check that Optus SafeGuard Insurance meets your needs – this is known as the "cooling-off" period.

If you decide to cancel your policy within the cooling-off period, this request must be made in writing by any of the following methods:

- A letter sent to Optus Communications, Attn: **Optus Administration Level 13, GPO Box 53, Collins Street West, Melbourne, VIC 8007**
- By fax to **1300 550 027**
- By email via our website at **www.optus.com.au**, then go to 'Mobile Services', then 'Optus Customers', then 'Contact Us'.

If you decide to cancel your policy within the cooling-off period, we will cancel your policy once we have received your request and will refund any premiums you have paid (except any amounts of tax or duties which we are unable to recover). Please note that you cannot exercise your right of cooling-off if you have made a claim under the policy during the cooling-off period

8. If you are not satisfied with our service and wish to make a complaint please contact Optus Customer Service on **1300 300 937**, or for claims matters the Customer Claims Unit on **1800 501 971**. Your complaint will be dealt with in accordance with our internal complaint handling processes.

If your complaint is not satisfactorily handled you may raise the matter directly via our Internal Disputes Resolution process, by writing to: The Disputes Officer, Optus Insurance Services Pty Limited, PO Box 53, Collins Street West, Melbourne VIC 8007.

If this Internal Disputes process does not resolve your dispute in a satisfactory manner then you may raise the matter directly with Insurance Enquiries and Complaints Ltd (IEC) at PO Box 561 Collins Street West, Melbourne VIC 8007. Tel 03 9613 6300, of which the Insurer is a member. The IEC is a free, independent disputes resolution scheme, which can make decisions which are binding on the Insurer.

This PDS is regulated by the Corporations Act for customers who receive it on or after 26 October 2004

Financial Services Guide

This Financial Services Guide (FSG) relates to the financial services provided by Optus Mobile Pty Limited (Optus) ABN 65 054 365 696 in arranging the SafeGuard Insurance policy issued by Optus Insurance Services Pty Limited (the Insurer). This FSG is designed to assist you in deciding whether to use any of the financial services offered by Optus in this FSG. It contains information about the remuneration paid to Optus and others for the services offered and how complaints against Optus in relation to these services are dealt with.

If Optus arranges for the issue of the SafeGuard Insurance policy to you, you will be provided with a Product Disclosure Statement (PDS) relating to that policy. The PDS sets out the significant benefits, features and characteristics of the policy and will assist you to compare and make informed decision about the product.

Optus has been appointed as an authorised representative of the Insurer (Authorised Representative no. 263122) with the same authorisations as the Insurer. The Insurer (AFSL No. 247379) is licensed to provide general financial product advice for general insurance products and to deal in a financial product by issuing, applying for, acquiring, varying or disposing of a financial product in respect of general insurance products. When arranging the SafeGuard Insurance policy, Optus is acting on behalf of the Insurer, under a binder arrangement. This means that a policy is issued to you when Optus receives the application form. The Insurer and Optus are both wholly owned subsidiaries of SingTel Optus Pty Limited (ABN 90 052 833 208).

The contact details of Optus are:

Optus Mobile Pty Limited
Optus Centre Sydney
Level 29, 101 Miller St
North Sydney NSW 2060

The contact details of the Insurer are set out on the inside cover of this brochure. The Insurer receives the premium (the insurance charge shown on your account) payable in respect of each SafeGuard Insurance policy issued. Optus retains a commission of 8% (after deduction of state stamp duties which vary from state to state) of the monthly insurance charge shown on your account. Optus pays a once only fee of \$5.00 to their Optus World franchisees, Premium Dealers, Exclusive Retailers, Authorised Dealers, Authorised Retailers and Optus Business Direct channels for each insurance policy they sell during the previous month.

If you have a complaint in relation to your insurance, please refer to the procedure set out in point 8 on page 5. The distribution of this FSG has been authorised by the Insurer.

Dated: 10 March 2004

Policy conditions

PLEASE READ CAREFULLY

We agree to provide insurance protection subject to the Terms, Conditions and Exclusions set out below for an event occurring during any period of insurance for which You have paid to Us or Our agent the required premium.

PROTECTION

Section 1 – Loss or Damage

We will indemnify You, in accordance with the basis of settlement, against physical loss of, or accidental damage to Your mobile telephone as described in the records of Optus Mobile Pty Limited at the time of the loss, including its battery and, where the Insurance Plan Level You have selected ("Insurance Plan Level applicable") is SafeGuard Essential or Business, it's related cellular telephone parts and accessories, ("Insured Equipment") caused by an event which is not otherwise excluded from the cover ("Exclusions"). This cover extends world-wide when the Insurance Plan Level applicable is SafeGuard Business but otherwise extends to Australia only.

This cover does not include batteries and accessories as individual items without the handset.

Section 2 – Cover For Your Contractual Obligations

When the Insurance Plan Level applicable is SafeGuard Essential or SafeGuard Business and in the event that You become unable to earn any income for a period of more than two consecutive weeks ("Period") due to an illness, personal injury or involuntary unemployment, at the end of the Period, We will pay to You any minimum monthly charges and monthly access fees specifically referable to the Period which have been paid, or are payable, by You to Optus in respect of the Insured Equipment under fixed term contract for the Optus Mobile Service. The total of all amounts paid by Us under this Section in respect of any twelve month period will not exceed six month's worth of Your minimum monthly charges and monthly access fees or the Limit of Liability for the Insurance Plan Level applicable whichever is the smaller.

Your personal injury or involuntary unemployment must first occur, or Your illness must first be diagnosed after the effective date of this insurance.

This cover is in addition to any other insurance You may have or any Commonwealth Government benefits You may be entitled to receive in respect of Your illness, personal injury or involuntary unemployment.

Section 3 – Unauthorised calls

When the Insurance Plan Level applicable is SafeGuard Essential or SafeGuard Business, We will provide indemnity for unauthorised calls made on the Insured Equipment up to 12 hours prior to You notifying Optus Customer Service of its theft or loss. The maximum amounts We will pay under this section are \$550 if the Plan Level is SafeGuard Essential or \$825 if the Plan Level is SafeGuard Business.

Section 4 – Mechanical or Electronic Breakdown/Failure

Where the Insurance Plan Level applicable is SafeGuard Business We will indemnify You in accordance with the "Basis of Settlement" against mechanical or electronic breakdown/failure of the Insured Equipment provided that:

- the breakdown/failure occurred not more than three (3) years from the original new purchase date;
- the breakdown/failure cannot be claimed for under any manufacturer's product warranty, guarantee or any recall campaign; and,
- at the date of breakdown/failure the Insured Equipment has been continuously insured under the SafeGuard Business Plan Level for more than three (3) months.

The extent of Our liability under this Section will be the same as for Section 1.

Exclusions (Section 4 only)

No indemnity will be granted under this Section (4) for:-

- any Insured Equipment which has been repaired, altered or serviced by anyone other than a person authorised by the manufacturer or by Us;
- any Insured Equipment that fails or is damaged as a result of improper storage, operation under abnormal conditions, misuse, or maladjustment of controls;
- any Insured Equipment which has had its serial number label removed, defaced, or altered;
- any accessories, including desk top chargers, AC/DC adaptors, cigarette lighter adaptor, and "hands free" or "booster" car kits, batteries or battery packs and consumable parts such as fuses or bulbs; and
- any Insured Equipment for which You cannot produce proof of original purchase.

BASIS OF SETTLEMENT

Where the Insurance Plan Level applicable is SafeGuard Essential or SafeGuard Business We will at Our option either repair any damaged/failed equipment to a condition as far as possible equal to its condition at the time of the damage or failure or replace any lost, damaged or failed equipment with similar or equivalent items. At Our option this replacement equipment may include used equipment. If You choose to replace the insured equipment with an upgraded model, or if the same model is no longer available, We will be liable for the current market value of the insured equipment only, and You will be required to pay the difference in value for the upgraded equipment and associated accessories you may require. Replacement phones in settlement of claims, subject to market availability, can be collected within 48 hours of Us agreeing settlement with You.

Where the Insurance Plan Level applicable is SafeGuard Basic we will replace the Insured Equipment with a new mobile phone handset and battery only, at a cost within the Limit of Liability for this Plan Level. SafeGuard Basic does not include the option to upgrade.

LIMIT OF LIABILITY

Section 1 – Loss or Damage and Section 4 – Mechanical or Electronic Breakdown/Failure

We will not be liable for more than the cost to replace the Insured Equipment and in no case shall Our liability under this Section in respect of any one event exceed the following amounts under the following Plan Levels: SafeGuard Business \$3300, SafeGuard Essential \$1650, and SafeGuard Basic \$220.

Section 2 – Cover for Your Contractual Obligations

In no case shall Our liability under this section for payments paid or payable in any 12 month period exceed the following amounts under the following Plan Levels: SafeGuard Business \$660, SafeGuard Essential \$440.

EXCESSES

SafeGuard Essential and Business

Sections 1 & 4

General Excess

You must pay the following first amounts of all claims under Sections 1 and 4 in respect of Insured Equipment arising out of any one event:-

- \$50 for all claims where the Insured Equipment is repaired.
- \$100 for the first claim arising from any event occurring in any twelve month period where the Insured Equipment requires replacement,
- \$175 for the second or any subsequent claim arising from any event occurring in the same twelve month period where the Insured equipment requires replacement.
- The General Excess for replacement is reduced to the following amounts when at the time of loss the SafeGuard Insurance Plan applicable has been

in force for the following continuous periods and no previous claims have been lodged in that period:

- \$75 for more than 12 months
- \$nil for more than 24 months,

New Insurance Excess

You must pay the following additional amount when at the time of loss the SafeGuard Business or SafeGuard Essential Plan has been in force for the following continuous periods only:

- \$65 less than 3 months.

SafeGuard Basic

You must pay the first \$50 of all claims under Section 1 in respect of Insured Equipment arising out of any one event.

EXCLUSIONS

We will not be liable for any claims made on Insured Equipment which at the time of the loss or damage was held as inventory for sale, lease or rental or being used as a loan phone or for demonstration purposes. We will not be liable for any of the following:

- (a) Loss or damage caused by fire;
- (b) Loss or corruption of any software stored within the insured equipment resulting from an inherent defect within the software or a software virus transmitted to the Insured equipment;
- (c) Loss of use or consequential loss of any kind;
- (d) Damage due to any process or while actually being worked upon and resulting therefrom;
- (e) Wear and tear, gradual deterioration or inherent vice except for claims made under Section 4;
- (f) Marring or scratching;
- (g) Loss or damage caused by mechanical breakdown, electronic failure, or electrical short circuit, except for claims made under Section 4;
- (h) Loss or damage due to lawful seizure, including repossession or other operation of law;
- (i) Loss, damage or malfunction where no actual known and identifiable event can be ascribed to causing the loss, damage or malfunction, except for claims made under Section 4;
- (j) The refunding under Section 2 of this Policy of any amounts shown as Equipment Charges on any of Your Optus Mobile Service accounts.
- (k) Loss or damage arising from any intentional act by You or anyone acting as Your agent.

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this insurance, or if any loss or damage or destruction is occasioned by Your wilful act or with Your connivance, We shall (subject to the Insurance Contracts Act) be entitled to refuse to pay the relevant claim.

OTHER INSURANCE

If, at the time of any loss or damage to equipment for which a claim can be made under Section 1 of this policy, there exists any other insurance under which You would be entitled to seek indemnity for such loss or damage, You must immediately inform and provide Us with all details in respect of such other insurance, including a copy of the relevant policy document. No loss shall be paid hereunder if You have already been indemnified for the loss from another source.

ADJUSTMENT WITH OPTUS

At Our option, We may adjust any claims for loss or damage to Insured Equipment with Optus as the named insured in the Group Master Policy.

We are not obliged to pay any claims to You while there are any outstanding or overdue charges on Your mobile account that have not been paid by You.

EFFECTIVE DATE AND RENEWAL

Your SafeGuard Insurance Policy is issued on the date Your application is received and Your cover commences immediately after You have made Your first successful call with the Insured Equipment on the Optus Mobile Network.

This insurance may be renewed for further consecutive monthly periods upon payment of the Premium at the rate and amount determined by Us at the time of renewal. Each Optus Mobile Service account which includes a monthly insurance charge is deemed to be an offer of renewal for a further monthly period and Your payment of each such account is accordingly Your acceptance of the renewal offer.

PREMIUMS

Monthly insurance charges will be included on Your Optus Mobile Service account and will be payable within 14 days of the date of the account. Optus may vary the monthly insurance charges at any time by giving You 30 days notice.

ADMINISTRATION CHARGES

Once Insurance is applied to your Optus Mobile Service, a small one-off administration charge will be included on Your Optus Mobile Service account.

CANCELLATION

This insurance cover:

- (a) may be cancelled by You immediately by written notice only;
- (b) may be cancelled by Us in accordance with the Insurance Contracts Act, 1984;
- (c) will terminate,
 - (i) on the date the Optus Mobile service for the Insured Equipment is cancelled, or
 - (ii) on the date You sell or pass Your right, title or interest in the Insured Equipment to some other person.

CONDITIONS

1. You shall at all times keep the Insured Equipment in a proper state of maintenance or repair and shall take all reasonable precautions to prevent its loss or damage.
2. Cover on the Insured Equipment ceases at the time You sell it or pass Your right, title or interest in the Insured Equipment to another person. To arrange insurance on any new equipment which replaces the Insured Equipment, You must notify Optus Customer Service on 1300 300 937.
3. In the event of a claim You agree that Optus are authorised to make available to us full details of Your Optus Mobile Service account including its call history.
4. Where any claim under Section 1. or 4. is settled by Us by provision of a replacement phone You agree that all rights, title and ownership of the mobile phone claimed for passes to Us.

CLAIMS PROCEDURE

You must follow the procedure detailed in section 1 below and such other procedures in sections 2, 3 and 4 below that are applicable to Your claim.

1. **For all claims** – As soon as possible after You become aware that a claim may arise under this Policy You must notify Optus Customer Service on 1300 300 937.
2. **For claims made under Section 2** – Claims made under 'Section 2 – Cover For Your Contractual Obligations' must be made within two weeks of the end of the Period and accompanied by an appropriate report from a Registered Medical Practitioner (obtained at Your cost) as proof of Your inability to earn any income as a result of illness or personal injury or a copy of the termination letter from Your previous employer together with appropriate documentation from the Commonwealth Employment Service as proof of Your involuntary unemployment.
3. **For claims made under Sections 1 and 3** – Claims made under 'Section 1 – Loss or Damage' for lost or stolen Insured Equipment and 'Section 3 – Unauthorised Calls' must be reported by You to the police immediately.
4. **For claims made under Sections 1, 3 and 4** – Claims made under 'Section 1 – Loss or Damage', 'Section 3 – Unauthorised Calls' and 'Section 4 – Mechanical or Electrical Breakdown or Failure' must be made within 30 days of the occurrence of any accident or event and You

must lodge a written claim with Optus and give such further information and assistance as We may require.

Important Notice: Repairs must not commence or replacement of equipment be undertaken unless authorised by Us or Optus. No claims will be paid if You fail to comply with the claims procedure, commence repairs or undertake replacement without authorisation.

DEFINITIONS

"We", "Us" and "Our" means Optus Insurance Services Pty Limited (ACN. 005 711 928, ABN 12 005 711 928)

"Optus" means Optus Mobile Pty Limited (ACN. 054 365 696, ABN 65 054 365 696)

"You" and "Your" means the customer named in the applicable service of Optus Mobile Pty Limited.

"Insurance Plan Level applicable" means the level of SafeGuard insurance cover and premium You have selected and showing in the records of Optus Mobile Pty Limited at the time of any loss.

SafeGuard Insurance is provided by Optus as agents for Us.

If Optus accepts Your application for SafeGuard Insurance, You will be bound by these terms and conditions.

Privacy and Personal Information

Optus may:

- collect, use and disclose your personal information to a credit reporting agency, including your name, current and previous addresses, date of birth, employer, driver's licence number, service number, and your personal and commercial credit information or credit rating;
- use this information to consider your application for personal and commercial credit, the Service or other Optus group services. Optus may also use this information for purposes related to the supply of the Service and to market, promote or provide you with information about promotions, as well as the products and services of other Optus group companies and other organisations; You can opt out of receiving marketing information by contacting Optus; and
- use this information for the above purposes to or from credit reporting agencies or credit providers, another Optus group company, unrelated third parties, suppliers and joint venture partners. Optus may refuse or cancel the supply of the Service on the basis of its credit assessment of you.

Optus may be required or permitted by law to collect, use or disclose personal information about you; including, to the operator of the Integrated Public Number Database, or to law enforcement agencies. You are entitled to contact Optus to see, and to correct, any personal information or credit information that Optus holds about you. Further privacy information is available from the Optus Privacy Policy at www.optus.net.au or by contacting Customer Service.