

Accidental Damage from Handling

Product Disclosure Statement

Prepared by:

AIG Australia Limited

ABN 93 004 727 753 AFSL 381686

Level 12, 717 Bourke Street,

Docklands VIC 3008

Australia

### **Important information**

As a purchaser of AppleCare+ for Apple Watch, AppleCare+ for HomePod, AppleCare+ for iPad, AppleCare+ for iPhone, AppleCare+ for iPod or AppleCare+ for Headphones, You are entitled to the benefit of the Accidental Damage from Handling ("ADH") coverage which is underwritten by AIG and is a component of the AppleCare+ suite of products and services. The ADH coverage cannot be purchased separately from the Plan. For details of the Plan, please read carefully the Terms.

This Product Disclosure Statement ("PDS") contains information about the key benefits and significant features of the ADH 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 Plan which includes the ADH coverage. Some of the words and phrases frequently used in this PDS and the Apple notice (see below) have special meanings. Their meanings are explained in the Definitions Section 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 ADH coverage is suitable for or takes into account, Your specific objectives, financial situation or particular needs.

## **How the Accidental Damage from Handling insurance cover works?**

The ADH coverage is issued/insured by:

### **AIG Australia Limited**

ABN 93 004 727 753 AFSL 381686

Level 12, 717 Bourke Street,

Docklands VIC 3008

Australia

We issue/insure the ADH coverage pursuant to an Australian Financial Services Licence granted to Us by the Australian Securities and Investments Commission.

This PDS was prepared on 1 June 2020.

## **PRODUCT DISCLOSURE STATEMENT**

### **Cover available**

Depending on the plan selected, your ADH coverage is either for a term of two (2) years (or three (3) years for Apple Watch Edition or Hermès) ("Single-Pay Plan") or for a term of one month, that renews automatically each month ("Monthly Plan"), subject to the provision of a renewal notice to you and your monthly payment of the AppleCare+ fee, inclusive of the monthly premium.

ADH coverage is limited to the benefits and subject to the terms, conditions and exclusions found in the AppleCare+ Terms and Conditions, including but not limited to in Sections 1, 2, 3, 4 and 9.

ADH coverage applies to a Covered Device and specifically to an operational or mechanical failure caused by an accident from handling that is the result of an unexpected and unintentional external event (e.g., drops and liquid contact from spills) that arises from Your normal daily usage of the Covered Device as intended for such Covered Device.

ADH coverage does not include: (i) protection against normal wear and tear, excessive or catastrophic physical damage or excessive or catastrophic liquid damage (e.g., products that have been partially or wholly submerged in liquid), theft, misplacement, reckless, abusive, willful or intentional conduct associated with handling and use of the Covered Device; (ii) protection against any other act or result not covered by the

Plan, as set out in Section 4.1 of the Terms; or (iii) any resultant damage to the Covered Device that arises from one or more conditions described in (i) or (ii).

## Benefits

If Your Covered Device fails because of accidental damage from handling, Apple will, subject to the relevant service fee either (i) repair the defect using new or refurbished parts that are equivalent to new in performance and reliability, or (ii) exchange the Covered Device with a replacement product that is new or equivalent to new in performance and reliability (each, a "Service Event"). **IMPORTANT:** Your Plan entitles you to: (i) for a Single-Pay Plan, two (2) Service Events; or (ii) for Monthly Plans, two (2) Service Events each twenty-four (24)-month period from your date of Plan purchase (or thirty-six (36)-month period for Apple Watch Edition or Hermès). For Monthly Plans, in the event you use your second available Service Event before the end of a twenty-four (24)-month period (or thirty-six (36)-month period as the case may be), Apple will notify you that you may elect to cancel your Plan. If you elect to cancel your Plan, you must notify Apple in accordance with your Terms before your next monthly renewal date. If you elect to cancel, Apple will send you notice of non-renewal in accordance with applicable law. If you do not notify Apple you wish to cancel your Plan, your Plan will continue in force and renew at the same monthly price subject to Section 11 of your Terms. Your continued coverage will entitle you to two new ADH Service Events after the expiration of each twenty-four (24)- or thirty-six (36)-month period. All other Plan benefits continue throughout.

## Costs Premiums

You are the beneficiary under the Master Policy and the cost of Your Plan includes the premium for the ADH coverage which ranges between eighteen percent (18%) and fifty-three percent (53%) of the cost of Your Plan.

## Service fee

If You make a claim, You may be required to pay the relevant service fee to Apple as follows:

Apple Watch (excluding Hermès and Edition):	A\$ 99
Apple Watch Hermès or Edition:	A\$ 119

HomePod:	A\$ 55
iPad Pro:	A\$ 65
iPad (all other models):	A\$ 65
iPad Input Device:	
Apple Pencil:	A\$ 45
Apple-branded iPad keyboard:	A\$ 45
iPhone:	
Screen-Only Damage:	A\$ 45
All Other Accidental Damage:	A\$149
iPod:	A\$ 45
Apple-branded headphones:	A\$ 45
Beats-branded headphones:	A\$ 45

For iPhone Screen-Only Claims, the Covered Equipment must have no additional damage beyond the screen damage, including, but not limited to, bent or dented enclosure, that would prevent Apple from replacing the screen on the Covered Equipment. Covered Equipment with additional damage will be categorized as iPhone All Other Claims. Screen-Only repairs are not available on devices other than iPhones.

ADH Service for an iPad Input Device will count as a separate Service Event from ADH Service of your iPad and count towards your Service Events, even if both your iPad and an iPad Input Device are damaged at the same time.

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

You must submit any claim to Apple. When You make a claim, You may be required to provide an explanation of where and when the accident occurred with a detailed description of the actual event. If Your claim is approved, You will have to pay the relevant service fee to Apple. Please see section 3.2 of the Terms for more details on how to make a claim.

### **Cooling off period**

Once Your ADH coverage has commenced You have a 30-day cooling off period within which You may cancel the ADH coverage. To cancel Your ADH coverage during the cooling off period, please send Apple Your written request to cancel Your ADH coverage. You will receive a full refund

less the value of any service provided or claims made under the Plan. However, if you elect not to be covered by ADH Coverage, You will need to cancel the entire Plan.

### **The Code of Practice**

AIG Australia Limited is signatory to the General Insurance Code of Practice ("Code"). The Code sets out the minimum standards of service that can be expected from the insurance industry and requires insurers to be open, fair and honest in their dealings with customers.

We are committed to adhering to the objectives of the Code and to uphold these minimum standards when providing services covered by this Code. The Code objectives will be followed having regards to the law and acknowledging that a contract of insurance is a contract based on the utmost good faith.

For more information on the Code, please visit <http://codeofpractice.com.au>.

### **The Financial Claims Scheme**

The protection provided under the Federal Government's Financial Claims Scheme (the "Scheme") applies to this Insurance. In the unlikely event that We are unable to meet Our obligations under this insurance, as a person entitled to make a claim under this insurance cover, You may be entitled to payment under the Scheme (access to the Scheme is subject to eligibility criteria). Information about the Scheme can be obtained from the APRA website at <http://fcs.gov.au>.

### **Your Duty of Disclosure**

Before You enter into an insurance contract, You have a duty of disclosure under the Insurance Contracts Act 1984.

If We ask You questions that are relevant to our decision to insure You and on what terms, You must tell Us anything that You know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until We agree to insure You.

## For Monthly Plan Renewals

Before your Monthly Plan, which includes ADH insurance coverage, is renewed, We may ask you questions that are relevant to our decision to continue to insure the ADH coverage included within your Plan and on what terms. In response to any such questions, You have a duty of disclosure under the Insurance Contracts Act 1984 and tell us anything that you know of that a reasonable person in the circumstances would include in answering the questions.

Also, We may give you a copy of anything you have previously told Us and ask You to advise if it has changed. If We do this, You must tell Us about any change or tell Us that there is no change.

If You do not tell Us about a change to something You have previously told Us, You will be taken to have confirmed to Us that there is no change.

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

If You do not tell Us anything You are required to tell Us, 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 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;
- improve customer service and products and carry out research and analysis, including data analytics; and
- advise You of Our and other products and services that may interest You.

You have a legal obligation under the Insurance Contracts Act 1984 to disclose certain information. Failure to disclose information required may result in AIG declining cover, cancelling Your insurance cover or reducing the level of cover, or declining claims.

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

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

- Your or Our agents, 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;
- Your or Our agents, assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- entities to which AIG is related and third-party providers for data analytics functions;
- 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, Canada, Bermuda, United Kingdom, Ireland, Belgium, the Netherlands, Germany, France, 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 Plan includes 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**

We strive to provide an efficient, honest, fair and transparent standard of service at all times. We recognise that occasionally mistakes or misunderstandings can happen. If this is the case, We realise that You will want to let Us know and may wish to make a complaint.

If You make a complaint, We will make sure that Your concerns are addressed as quickly as possible.



## **What should You do if You have a complaint?**

You can register a complaint by telephoning Us on 1800 339 669, lodging Your complaint on Our website, or by writing to:

The Compliance Manager  
AIG Australia Limited  
Level 12, 717 Bourke Street  
Docklands VIC 3008  
Australia

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 fifteen (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 Australia Limited  
Level 12, 717 Bourke Street  
Docklands VIC 3008  
Australia

A written response setting out the final decision of the Committee and the reasons for this decision will be provided to You within fifteen (15) working days of the date You advise Us You wish to take Your complaint to IDRC.

If We are unable to provide a written response setting out the final decision, We will keep You informed of progress at least every ten (10) 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 Australian Financial Complaints Authority ("AFCA"). This external dispute resolution body can make decisions with which AIG are obliged to comply. Contact details are:

Australian Financial Complaints Authority  
GPO Box 3  
Melbourne, VIC 3001  
Tel: 1800 931 678 (local call fee applies)  
**Email:** [info@afca.org.au](mailto:info@afca.org.au)  
**Internet:** <http://www.afca.org.au>

You should note that use of the AFCA 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 Australian Financial Complaints Authority's terms of reference, We will advise You to seek independent legal advice or give You information about any other external dispute resolution options (if any) that may be available to You.

## **GST**

The amount of premium payable for this cover also includes an amount on account of GST. The sums insured under this Policy exclude GST.

When we make a payment under this Policy for the acquisition of goods, services or other supplies we will reduce the payment by the amount of any input tax credit that You are or would have been entitled to if You made a relevant acquisition.

Where You are registered for GST You must tell us Your correct input tax credit entitlement. Any fines or penalties arising from Your incorrect advice are payable by 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 website [www.apple.com/legal/sales-support/applecare/applecareplus/au/](http://www.apple.com/legal/sales-support/applecare/applecareplus/au/).

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

**Apple** means Apple Pty Limited ABN 46 002 510 054.

**ADH coverage** means the accidental damage from handling insurance cover that commences immediately upon Your purchase of the Plan.

**Covered Device** means an Apple Watch, Apple Watch Edition or Apple Watch Hermès, HomePod, iPad (including an Apple Pencil and an Apple-branded iPad keyboard purchased for use with your iPad, referred to as "iPad Input Devices"), iPhone, iPod, or Apple- or Beats-branded headphones listed on Your proof of coverage document and the accessories contained in the Covered Device's original packaging.

**Master Policy** means the group insurance policy issued to Apple by Us and referred to in the Apple notice.

**PDS** means Product Disclosure Statement.

**Plan** means the service contract that governs the hardware service and technical support provided to You by Apple under the AppleCare+ for Apple Watch, AppleCare+ for HomePod, AppleCare+ for iPad, AppleCare+ for iPhone, Apple Care+ for iPod, or AppleCare+ for Headphones for a Covered Device.

**Terms** means the terms and conditions of the AppleCare+ Plan.

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

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

### For any enquiries and assistance

AIG Customer Service Centre

**Email:** [australia.acplus@aig.com](mailto:australia.acplus@aig.com)

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