

Effective date  
December 2019

# Accidental Damage Cover

Combined Product Disclosure Statement  
& Financial Services Guide



brightside<sup>®</sup>  
cover

# Product Disclosure Statement (PDS)

## About this PDS

A **PDS** is a document required by the Corporations Act 2001 (Cth) and contains information designed to help **you** decide whether to buy this product and to assist/help **you** compare it with other products **you** may be considering.

This Brightside Accidental Damage Cover **PDS** sets out the cover available and the terms and conditions which apply. Please note that any advice in this document is general in nature only and does not take into account **your** personal objectives, financial situation or needs. Before **you** make any decision about the product, **you** should read this **PDS** carefully to ensure that it is suitable for **you**.

This **PDS**, together with the **policy schedule** and tax invoice and any written document **we** tell **you** forms part of **your policy** and makes up **your** contract with **us**. Please retain these documents in a safe place.

## Understanding this product and its important terms and conditions

To properly understand this **policy's** significant features, benefits, limits, conditions and exclusions **you** need to carefully read the **PDS** including the following sections:

- Purchasing this Product – this contains important information on who can purchase this product, applicable **excesses** and the **period of cover**;
- **Your Policy** Cover – tells **you** about the cover, and limits on the amount **we** will pay, when **we** will and will not pay a claim under the cover provided to **you** and exclusions that apply (Exclusions), (remember, certain words have defined meanings – see Definitions);
- Important Information – this contains important information on **your** duty of disclosure (including how the duty applies to **you** and what happens if **you** breach the duty), **our** privacy notice and dispute resolution process, the Financial Claims Scheme, and more;
- Claims – this sets out important information about how **we** will consider claims. It also sets out certain obligations that **you** and **we** have. If **you** do not meet the claims obligations **we** may deny part of, or all of the claim, to the extent permitted by law.

## Applying for cover

When **you** apply for **your policy**, **we** will confirm with **you** things such as the **period of cover**, **your** level of cover, **your premium**, what **excesses** will apply, and whether any standard terms are to be varied.

These details will be recorded on the **policy schedule** issued to **you**.

If **we** are unable to offer **you** the cover **you** seek, it will be because the particular product offered is not designed to cover a particular risk or risks.

This **PDS** sets out the cover **we** are able to provide **you** with. **You** need to decide if the **benefit limits**, type and level of cover are appropriate for **you** and will cover **your** potential loss. If **you** have any queries, would like to discuss **your** options, want further information about this product or want to confirm a transaction, please contact **us** using the contact details on the back cover of this document.

## Your duty of disclosure

When **you** apply for insurance, **you** have a duty of disclosure under the Insurance Contracts Act 1984 (Cth). **We** will ask **you** questions that are relevant to the decision whether to insure **you** and on what terms. When answering these questions, **you** must tell **us** everything that **you** know and that a reasonable person in the circumstances would include in their answer. For full details of **your** duty of disclosure refer to the section headed 'Important Information'.

## About your premium

**You** will be told the **premium** payable for **your policy** when **you** apply. In calculating the **premium**, **we** take into account a number of factors including the level of cover chosen, the **period of cover** chosen, the price and type of **device** **you** want to cover, and the limits of cover provided. The amount of any **excess** payable is also included in the calculation of **your premium**.

**Your** total **premium** reflects the amount **we** calculate to cover these factors as well as any relevant government charges, taxes or levies (such as stamp duty or GST) in relation to **your policy**. These amounts are included in the total amount payable by **you** as shown in **your policy schedule**.

## Cooling-off period

Even after **you** have purchased **your policy**, **you** have cooling-off rights.

If **you** decide that **you** do not want **your policy**, **you** may cancel it within thirty (30) consecutive days after **you** are issued **your policy schedule**. **You** will be given a full refund of the **premium** **you** paid, provided **you** have not made a claim or exercised any other right under **your policy**. If **you** cancel **your policy** during the cooling-off period, **you** will not be able to make a claim or exercise any other right under **your policy**.

After this cooling-off period ends, **you** can still cancel **your policy** (see the 'Important Information' section for details).

## About the insurer

The insurer of this Brightside Accidental Damage Cover is HDI Global Specialty SE – Australia ABN 58 129 395 544, AFS Licence number 458776 (**HDI Global Specialty**) of Tower 1, Level 33, 100 Barangaroo Avenue, Sydney, NSW 2000, Tel +61 2 8373 7580.

**HDI Global Specialty** is authorised to carry out insurance business in Australia by the Australian Prudential Regulation Authority in accordance with the Insurance Act 1973 (Cth). **HDI Global Specialty** is registered in Germany, with its registered office at Roderbruchstraße 26, 30655 Hannover, Germany with registration number HRB211924 authorised by Bundesanstalt für Finanzdienstleistungsaufsicht. It is authorised to carry out insurance business in Germany under the German Insurance Supervisory Act.

## About Brightside Cover

**Brightside Cover**, a trading name of ICF Protection Plus Pty Ltd ABN 27 139 212 972 (**Brightside Cover**) of Suite 1, Building B, 34-46 Brookhollow Avenue, Baulkham Hills NSW 2153, AFS Licence number 475125 is an Australian Financial Services Licencee authorised to issue, deal in and provide advice on general insurance products.

**Brightside Cover** has a binding authority from **HDI Global Specialty** which means it can issue, vary or cancel these insurance products provided it acts within the binding authority. When providing these services, **Brightside Cover** acts for **HDI Global Specialty** and does not act on **your** behalf. **Brightside Cover** has also been authorised by **HDI Global Specialty** to settle any claims under the Brightside Accidental Damage Cover on behalf of **HDI Global Specialty**.

## Updating the PDS

We may need to update this **PDS** from time to time if certain changes occur where required and permitted by law. We will issue **you** with a new **PDS** or a supplementary **PDS** to update the relevant information except in limited cases. Where the information is not something that would be materially adverse, from the point of view of a reasonable person considering whether to buy this product, **we** may update **our** website or **we** may issue **you** with notice of this updated information (**you** can get a paper copy free of charge by calling the contact number shown on the back cover of this document).

## Preparation date

The preparation date of this **PDS** is 1 December 2019.

## Summary of Cover

**You** can choose from three (3) levels of cover. The table below provides a quick summary of the benefits available for each level of cover.

This table is a summary only. It does not include all of the **policy** conditions, limits and exclusions. **You** will need to refer to the relevant sections of the **PDS** for full details. **We** will determine whether to repair, replace or pay **you** up to the **benefit limit** in relation to a relevant covered **theft**, **accidental loss** or **accidental damage** event, less the relevant **excess**.



indicates that cover is provided under a specific level of cover, subject to the terms and conditions of the **policy**.



indicates that cover is not provided under a specific level of cover.

Cover and features	Accidental Damage Cover Basic	Accidental Damage Cover Plus	Accidental Damage Cover Platinum - only available if <b>your device</b> is a laptop, mobile phone or tablet
<b>Accidental damage:</b> cover up to the <b>benefit limit</b> for repair or replacement, due to <b>accidental damage</b> to <b>your device</b> (including <b>accidental</b> drops and spills).			
<b>Theft*:</b> cover up to the <b>benefit limit</b> , for <b>theft</b> of <b>your device</b> from <b>your</b> person, whilst in <b>your</b> possession or a locked storage locker as well as from a <b>concealed storage compartment</b> of a locked vehicle or marine craft. Excludes <b>theft</b> if the <b>device</b> is left <b>unsupervised</b> in a <b>public place</b> , including <b>your</b> school or place of employment.			
<b>Accidental loss*:</b> cover up to the <b>benefit limit</b> , for <b>accidental loss</b> of <b>your device</b> . Excludes loss if the <b>device</b> is left <b>unsupervised</b> in a <b>public place</b> .			

<b>Unauthorised use:</b> up to \$1,000 unauthorised voice calls after a covered <b>theft</b> or <b>accidental loss</b> event.			
<b>Accessories:</b> accessories that came boxed with <b>your device</b> when purchased, are included in cover for a claimable event.			
<b>Tech assistance:</b> over the phone technical assistance for <b>your device</b> .			
<b>Loan device:</b> if <b>we</b> agree to repair <b>your device</b> , <b>we</b> will at <b>your</b> request provide <b>you</b> with a loan <b>device</b> for the duration of the repair period.			
<b>Cyber assist:</b> assistance provided for <b>cyber-attack</b> incidents (up to 90 minutes each call). There is a limit on the maximum number of claims per year - refer to page 13.			
<b>Data recovery:</b> assistance provided for a <b>data loss</b> incident. There is a limit on the maximum number of claims per year - refer to page 13.			
<b>Period of Cover:</b>	1 year	Choice of 1 or 2 years cover except for <b>mobile phones</b> which are limited to 1 year	Choice of 1 or 2 years cover except for <b>mobile phones</b> which are limited to 1 year
<b>Geographical limit:</b>	Anywhere in Australia and New Zealand	Anywhere in Australia and New Zealand	Anywhere in Australia and New Zealand
<b>Repair time guarantee:</b> guaranteed repair time if <b>we</b> agree to repair <b>your device</b> and <b>your device</b> is repaired through one of <b>our authorised repairers</b> . Length of the guaranteed repair time depends on the <b>device</b> - refer to page 12.			

**\*Theft or accidental loss of your device** must be reported to the police within twenty-four (24) hours of the discovery of the **theft** or **accidental loss**. A copy of **your** police report must be provided to **us** on request and a signed statutory declaration may be required for an **accidental loss** claim. **We** may also ask **you** to provide **us** with evidence of forcible entry for any **theft** claims. The **theft** or **accidental loss** of **your device** that is capable of connecting to a telecommunications network must also be reported to **your** telecommunications service provider and its unique **IMEI number** blocked within twenty-four (24) hours of discovery of the **theft** or **accidental loss** (**we** may require **you** to provide evidence that a report was made).

## Definitions

Headings, where appearing, are for reference only and do not affect interpretation. When the following words and phrases appear in bold black type in this **PDS, your policy schedule** or any other document **we** tell **you** forms part of **your policy**, they have the meanings given below. The use of the singular shall also include the plural and vice versa.

**accessories:** means goods other than the **device** supplied by the **OEM** in **your device's** original packaging. **Accessories** are only covered when they are attached to, or part of, **your device** and will only be covered as part of a valid claim for **your device**. No stand-alone cover is provided for **accessories**.

**accident:** means a specific known incident or event which can be identified by **you** that is unexpected, unintentional, unforeseen or unintended by **you** and outside of **your** control.

**accidental** (adjective), **accidentally** (adverb): means arising from an **accident**.

**accidental damage:** means damage resulting as a direct consequence of an identifiable **accident** affecting **your device** that is not planned by **you** but does not include **accidental loss** or **theft** or attempted **theft**.

**accidental loss:** means unrecoverable physical loss resulting as a direct consequence of an **accident** affecting **your device** that is not planned by **you** but does not include **accidental damage** or **theft** or attempted **theft** or misplacement of **your device**.

**anti-virus protection software:** (sometimes known as anti-malware software) means a software program (either free or paid for) used by a **device** that adequately detects and destroys computer **viruses**.

**benefit limit:** means the purchase price **you** paid for **your device**, as advised by **you** to **us** when **you** purchase **your policy**. This amount will be shown on **your policy schedule**.

**Brightside Cover:** means ICF Protection Plus Pty Ltd ABN 27 139 212 972, AFS Licence number 475125.

**business use:** means for personal use and for use in the management and daily running of **your** business but is not used for any other **commercial use**.

**camera:** means a **camera** that captures and stores images in digital memory.

**commercial use:** means to use or to perform a direct or directly related service or function for others in exchange for commercial gain or reward (such as, but not limited to, rental or hire).

**concealed storage compartment:** means a boot, trunk, glove box, enclosed centre console, or concealed cargo area of a vehicle or marine craft.

**cyber-attack:** means an attempt by **ransomware**, **spyware**, **trojan**, **virus** or **worm** to damage, disrupt or gain unauthorised access to a digital system contained on a **device**.

**data loss:** means loss of access to stored data caused by:

- **cyber-attack;**
- technical defect affecting the storage medium (e.g. damage to the read head);
- physical damage to the storage medium (e.g. after the **device** is dropped);
- software error; or
- damage to the storage medium caused by operating error.

**data services:** mean the services provided by **technicians** arranged by **us** on **your** behalf to diagnose and resolve a **cyber-attack** or **data loss**.

**dependant:** means **your** child, aged 21 years or under at the time of **policy** purchase and dependent upon **you** for financial support.

**device:** means a **camera**, **laptop**, **mobile phone**, **tablet**, **portable audio** or **wearable technology** purchased new from a retailer with an Australian Business Number (ABN) but does not include any additional services or additional **accessories** purchased with **your device** that are not supplied by the **OEM** in **your device's** original packaging. For cyber assist and data recovery cover only, **device** means an internet enabled **laptop**, **mobile phone** or **tablet**.

**end date:** means the **end date** of **your** Brightside Accidental Damage Cover **policy** as listed on **your policy schedule**.

**excess:** means the amount payable by **you** in the event of a claim or the amount **we** will deduct from the amount otherwise payable under **your policy** for each claimable incident or event.

**existing event:** means an event that has arisen from circumstances known to **you**, or which **you** reasonably ought to have known, prior to the **start date**.

**home:** means the place where **you** normally live in Australia.

**IMEI number:** means International Mobile Equipment Identity number, a unique (usually 15-digit) number assigned to identify all **mobile phones**.

**HDI Global Specialty:** means HDI Global Specialty SE - Australia, ABN 58 129 395 544, AFS Licence number 458776, the insurer of this **policy**.

**laptop:** means a wireless portable personal computer (including notebooks) that has a permanently attached or removable keyboard.

**major disaster:** means earthquakes, tornadoes, hurricanes, cyclones, explosions, fire, flood, political or industrial disturbances, riots or civil commotion, tsunami, tidal wave, storm surge, landslide, acts of terrorism, war; and use, existence or escape of any nuclear or radioactive material or any biological, chemical or nuclear pollution or contamination.

**mobile phone:** means a smart phone that performs many of the functions of a computer, typically having a touchscreen interface, internet access, an operating system capable of running downloaded applications (apps).

**no cover period:** means the thirty (30) consecutive days from the day **you** apply for and purchase **your policy**. This **no cover period** does not apply when **your policy** is purchased within forty-eight (48) consecutive hours of the purchase of the **device** to be covered.

**OEM:** means Original Equipment Manufacturer.

**PDS:** means this Product Disclosure Statement.

**period of cover:** means the period commencing on the **start date** and ending on the **end date**.

**policy:** means this **PDS, policy schedule** and any written document **we** tell **you** forms part of **your policy**.

**policy schedule:** means the document **we** give **you** which confirms that **we** have issued a **policy** to **you** and sets out details of **your** cover and is also a tax invoice.

**portable audio:** means headphones and speakers with the ability to run using an internal battery or an outside power adaptor and will incorporate bluetooth, wi-fi and wireless connectivity.

**premium:** means the amount payable by **you** to insure **your device** under the **policy** that includes applicable government taxes such as GST, and any duties or charges payable by **you**.

**product failure:** means the failure of **your device** to operate as designed due to:

- mechanical or electrical failure;
- a defect in the materials or workmanship used in the original manufacture of the **device**;
- dust, internal overheating, internal humidity or condensation.

**public place:** means any place that the public has access to, including but not limited to planes, trains, cruise ships, taxis, buses, air or bus terminals, stations, wharves, streets, shops, museums, galleries, hotels, hotel foyers and grounds, beaches, restaurants, private car parks, public toilets and general access areas.

**ransomware:** means software that severely restricts access to a **device** or a digital file contained on a **device** until a ransom is paid.

**remote access:** means a **technician** remotely diagnosing a **cyber-attack** or **data loss** which may include **you** downloading a tool which gives the **technician** the ability to diagnose and resolve **your cyber-attack** or **data loss** remotely.

**school purposes:** means use for the purposes of tuition, research and learning of a curriculum set by an educational institution.

**serial number:** means the unique code or digital number affixed by the **OEM** to the **device** as a unique identifier that identifies a specific **device**.

**spyware:** means software that is installed on a **device** without **your** knowledge in order to collect personal information.

**start date:** means the **start date** of the cover under **your** Brightside Accidental Damage Cover **policy** as listed on **your policy schedule**.

**tablet:** means a wireless portable personal computer (including eReaders) that does not have a permanently attached keyboard, typically having a touchscreen interface, internet access, an operating system capable of running downloaded applications (apps).

**technician:** means a third party service provider authorised (or appointed) by **us**, who will provide assessment, diagnosis and repairs, in the event of a **cyber-attack** or **data loss** claim, and if it is not practicable to provide repairs, temporary procedures which makes the **device** of **yours** safe and secure until such time that an appropriate fix can be undertaken in accordance with the terms of this **PDS**.

**theft:** means the act of, or an instance of, stealing.

**trojan:** means any software code which is used to access or infect a **device** by misleading users of its true intent.

**unsupervised:** means leaving **your device** where it can be taken without **you** knowing or prevent it from being taken and includes forgetting or misplacing it, leaving it behind or walking away from it. **Your device** is **unsupervised** when it is not in **your** physical custody or control.

**virus:** means a piece of software code intended to infect, corrupt or destroy digital data on a **device**.

**wear and tear:** means problems with the operation or functionality of the **device** as a result of normal usage within manufacturer's recommendations.

**wearable technology:** means any electronic **device** worn by **you** or attached to **your** body that has wi-fi, Bluetooth or internet connectivity and is capable of sending and/or receiving data. This will include but is not limited to fitness trackers, smart watches and smart glasses.

**we, our, us:** means HDI Global Specialty SE - Australia ABN 58 129 395 544, AFS Licence number 458776, (**HDI Global Specialty**) and ICF Protection Plus Pty Ltd, ABN 27 139 212 972, AFS Licence number 475125, trading as Brightside Cover (**Brightside Cover**) acting on behalf of **HDI Global Specialty** under a binder agreement.

**worm:** means a standalone piece of software capable of infecting a **device** and replicating itself without the assistance of a host program or user.

**you, your, yourself:** means the person named on the **policy schedule** and any **dependant** authorised by **you** to use **your device**.

## Purchasing this Product

### Who can purchase this product?

Cover can only be purchased by **you** if:

- **you** are 18 years of age or over; and
- **you** are a resident of Australia; and
- **you** purchase a **device** from a retailer who has a registered Australian Business Number (ABN); and
- the **device** is only used for personal, domestic or **school purposes** or for **business use**.

Additionally, cover is only available for:

- **mobile phones**, where the amount **you** paid for the **mobile phone** is between \$500 and \$2,500; and
- all other **devices**, where the amount **you** paid for the **device** is between \$250 and \$4,500.

Cover must be purchased for each individual **device**. Where **you** wish to purchase Brightside Accidental Damage Cover after the purchase date of **your device**, **you** may only do so within ninety (90) consecutive days of the date **you** purchased **your device** as shown on **your** purchase receipt/tax invoice provided the **device** is in new condition and cover will then commence after the **no cover period**.

Cover under this **policy** is only available for **devices** that were brand new at the point of purchase of the **device** and were in full working order and free of pre-existing defects, faults or damage at the point of purchasing this insurance cover.

In the event that **we** replace **your device** under this **policy**, **you** will be eligible to purchase cover on **your** replacement **device**, whether brand new or refurbished, provided all other eligibility criteria (above) are met.

Accidental Damage Cover Platinum is only available where **your device** is a **laptop**, **mobile phone** or **tablet**.

Cover for **devices** that are able to be connected to a telecommunications network must contain a valid **IMEI number**.

### Choice of level of cover

Under the Brightside Accidental Damage Cover **you** can choose from these three (3) levels of cover:

- Accidental Damage Cover Basic (available for all **devices**);
- Accidental Damage Cover Plus (available for all **devices**); or
- Accidental Damage Cover Platinum (**our** highest level of cover and is only available if **your device** is a **laptop**, **mobile phone** or **tablet**).

The level of cover **you** choose will be shown on **your policy schedule**.

For full details of the cover provided see the section headed '**Your Policy** Cover'.

## Period of cover

Accidental Damage Cover Basic provides one (1) year of cover.

Accidental Damage Cover Plus or Accidental Damage Cover Platinum allows **you** to choose a one (1) year or two (2) year **period of cover** for all eligible **devices** (except **mobile phones** where only a one (1) year **period of cover** is available). All policies are for a fixed term and are not renewable.

**We** will confirm the details of the issue of **your policy** by providing **you** with a **policy schedule**. The **period of cover** **you** are insured for is set out in the **policy schedule**. No cover is available for an incident that occurred before the **start date**.

If **your policy** is purchased more than forty-eight (48) consecutive hours from the purchase date of **your device**, the **no cover period** will apply. This means **your policy start date** will be 30 days after the date **you** purchased the **policy**.

Cover under this **policy** ends on the earlier of:

- the **end date** specified on **your policy schedule**;
- the date the **policy** is cancelled;
- the date **we** replace **your device**;
- the date **your policy** reaches the **benefit limit**.

## Excess

An **excess** is payable for each claim payable under this Brightside Accidental Damage Cover unless **your** claim is for **data services** in relation to a **cyber-attack** and/or **data loss**, in which instance no **excess** is applicable. **Your excess** is shown on **your policy schedule**.

## Receiving your policy documents

**You** may choose to receive **your policy** documents:

- electronically by email, or
- by post.

If **we** send **your policy** documents by email, **we** will send them to the email address **you** last gave **us**. Unless an email bounce notification is received, any **policy** documents **we** send to **your** email address will be considered to have been received by **you** twenty-four (24) hours from when **we** send them.

If **you** do not wish to receive **your policy** documents by email, **you** must notify **us**. If **we** send **your policy** documents by post, **we** will send them to the mailing address **you** last gave **us**.

**You** are responsible for making sure the email and mailing address **we** have for **you** is up-to-date. It is important that **you** tell **us** of any change to **your** email or postal address.

## Your Policy Cover

### Conditions of cover

The cover outlined in this **policy** will be given on the basis:

- that **you** have paid or agreed to pay **us** the **premium** for the cover **you** selected when **you** applied for cover and which **your policy schedule** indicates is in force; and
- of the verbal and/or written information given by **you** which **you** gave after having been advised of **your** duty of disclosure either verbally, electronically or in writing. If **you** failed to comply with **your** duty of disclosure, **we** may be entitled to reduce **our** liability under the **policy** in respect of a claim and/or **we** may cancel **your policy**. If **you** have told **us** something which is fraudulent, **we** also have the option of avoiding **your policy** from the **start date** stated in **your policy schedule**. **Your** duty of disclosure and the consequences of non-disclosure are explained in full under the heading '**your** duty of disclosure' in the 'Important Information' section; and
- that cover is for the **device** specified in the **policy schedule**.

### Cover provided for all levels of cover

- The level of cover **you** have chosen will be shown on **your policy schedule**.

### Accidental damage

If **you** have selected Accidental Damage Cover Basic, Accidental Damage Cover Plus or Accidental Damage Cover Platinum, **we** will cover **you** up to the **benefit limit** if, during **your period of cover**, **accidental damage** occurs to **your device** anywhere in Australia or New Zealand (including but not limited to **accidental** dropping, impact or spilling of liquids onto the **device** by **you**).

### Cover provided only under the Accidental Damage Cover Plus and Accidental Damage Cover Platinum cover levels

#### Theft

If **you** have selected Accidental Damage Cover Plus or Accidental Damage Cover Platinum, **we** cover **you** up to the **benefit limit** for loss or damage arising from **theft** of **your device** in Australia or New Zealand during **your period of cover** from:

- **your** person; or
- **your** belongings while in **your** possession and under **your** control; or
- a locked storage locker; or
- a **concealed storage compartment** of a locked motor vehicle or marine craft.

**We** will only cover a **theft** that was witnessed (or can otherwise be substantiated) or has occurred by forcible entry.

**We** will not cover **theft** from **public places**.

### Accidental loss

If **you** have selected Accidental Damage Cover Plus or Accidental Damage Cover Platinum, **we** will cover **you** up to the **benefit limit** for **accidental loss** of **your device** anywhere within Australia or New Zealand during **your period of cover**.



## Additional Benefits - for all levels of cover

The following benefits apply to Accidental Damage Cover Basic, Accidental Damage Cover Plus, and Accidental Damage Cover Platinum levels of cover.

### Repair time guarantee

If **we** agree to repair **your device** and **your device** is being repaired through one of **our** authorised repairers, **we** will have **your device** repaired and dispatched to **you** within the repair time guarantee set out below.

The repair time guarantee period begins when **we** agree to repair **your device** and ends:

- a) in relation to **mobile phones** - three (3) business days from the date **we** agree to repair **your device**; or
- b) in relation to **tablets** and **laptops**, - seven (7) business days from the date **we** agree to repair **your device**; or
- c) in relation to **portable audio**, **cameras**, and **wearable technology** - fourteen (14) business days from the date **we** agree to repair **your device**.

If **we** are unable to meet the repair time guarantee **we** will offer to replace the **device** instead of repairing **your device**.

If **we** replace the **device** under this repair time guarantee, the repair **excess** will be applied (see the 'Excess' section for further details), and **your policy** will continue as though the repair had been completed.

The original **device** becomes **our** property and must be promptly returned to **us**.

## Additional Benefits - for Accidental Damage Cover Plus and Accidental Damage Cover Platinum only

The following additional benefits apply to Accidental Damage Cover Plus and Accidental Damage Cover Platinum levels of cover.

### Unauthorised use

If **you** have selected Accidental Damage Cover Plus or Accidental Damage Cover Platinum, **your** covered **device** is a **device** that is capable of connecting to a telecommunications network and **we** accept a **theft** or **accidental loss** claim, **we** will also cover any unauthorised use in the form of voice calls from **your device** following the **theft** or **accidental loss**, up to the maximum total limit of \$1,000 for the **period of cover**. This limit of cover is in addition to the **benefit limit**.

Cover will be provided for a period being the lesser of:

- twenty-four (24) consecutive hours following the **theft** or **accidental loss**; or
- until **your** telecommunication service is suspended and blocked by **your** service provider following **you** notifying **your** service provider of the **theft** or **accidental loss**.

### Technical assistance

**We** will provide technical assistance to technical problems such as problems with hardware or the software provided with **your device** by the **OEM** when **your device** was purchased.

This technical assistance service may be outsourced by **us** to suitably qualified **technicians** experienced with the type of **device you** have purchased. The technical assistance provided will not include any work or testing. Technical assistance will be based on latest technical advances and knowledge available at the time **you** contact **us**.

If **you** require technical assistance in respect of problems relating to **your device** insured under this **policy**, **you** can call **us** on 1300 622 833 during **our** normal business hours of 9am to 7pm AEST, Monday to Friday.

## Additional Benefits - for Accidental Damage Cover Platinum only

The following benefits apply to Accidental Damage Cover Platinum only.

### Cyber assist

If **your device** is subject to a **cyber-attack** during the **period of cover**, **we** will facilitate **remote access** by a **technician** or an onsite visit by a **technician** who will use reasonable endeavors to remove the threat and complete a factory reset of **your device** (if necessary).

If **you** have a **period of cover** of one (1) year **you** are entitled to **data services** for up to a maximum of two (2) **cyber-attack** incidents, up to the maximum of ninety (90) minutes per **cyber-attack** incident.

If **you** choose a **period of cover** of two (2) years **you** will be entitled to **data services** for up to four (4) **cyber-attack** incidents (up to ninety (90) minutes per **cyber-attack** incident), but no more than two (2) **cyber-attack** incidents in the first year of the **period of cover**. Any unused cyber assist service entitlements will roll over to the next twelve (12) month **period of cover**.

**We** will cover any cyber assist costs in addition to the **benefit limit** amount shown on your **policy schedule**.

No **excess** is applicable to cyber assist claims.

### Data recovery

If **your device** is subject to a **data loss** during the **period of cover**, **we** will facilitate some or all of the following services by a **technician** who will use reasonable endeavors to recover data lost from **your device**:

- telephone services by a **technician**;
- **remote access** by a **technician**;
- use of specialist software provided by a **technician** for a do-it-yourself recovery;
- services of a **technician** to restore or recover data from storage medium in a **device**.

If **you** have a **period of cover** of one (1) year **you** are entitled to **data services** in respect of a maximum of one (1) successfully recovered **data loss** incident.

If **you** choose a **period of cover** of two (2) years **you** will be entitled to **data services** for up to two (2) successfully recovered **data loss** incidents, but no more than one (1) incident in the first year of the **period of cover**. Any unused **data loss** service entitlements will roll over to the next twelve (12) month **period of cover** of the **policy**.

If at least 1% of useful data is able to be recovered from **your device**, this will be deemed a successfully recovered **data loss** incident. In the event it is determined that none of the data is recoverable, **your data loss** claim limit will not be affected.

**We** will cover any data recovery costs in addition to the **benefit limit** amount shown on **your policy schedule**.

No **excess** is applicable to data recovery claims.

## Loan device

For a claim where repairs are required, at **your** request, **we** will provide **you** with a loan **device** to use while **your** damaged **device** is being repaired. **We** will endeavor to provide **you** with a loan **device** within forty-eight (48) hours of **us** receiving **your device** for repair (provided that delivery is to an Australian metropolitan area and **your** request is made during business hours).

The loan **device** is subject to availability and is meant as a short-term solution only and must be returned within three (3) days from when **we** return **your** repaired **device** to **you** or a late return fee of \$100 will be charged for each additional day that **you** do not return the loan **device** up to a maximum of the recommended retail price (RRP) for the loan **device**. Courier delivery and collection will be at **our** cost.

The acceptance of a loan **device** does not affect **your** rights under **our** repair time guarantee and will not affect **your benefit limit**.

## Claims conditions

The **theft** or **accidental loss** of **your device** must be reported to the police within twenty-four (24) hours of discovery of the **theft** or **accidental loss** and a copy of **your** police report must be provided to **us** on request. **We** may require a signed statutory declaration for an **accidental loss** claim. **We** may also request **you** to provide **us** with evidence of forcible entry for any **theft** claims.

The **theft** or **accidental loss** of **your device** that is capable of connecting to a telecommunications network must be reported to **your** telecommunications service provider and its unique **IMEI number** blocked within twenty-four (24) hours of discovery of the **theft** or **accidental loss** (**we** may require **you** to provide evidence that a report was made).

If a blocked **IMEI number** is found to be reactivated after a claim has been paid, **we** may report this to the relevant authorities.

If **your device** is a **laptop**, for cyber assist and data recovery, **your device** must have **anti-virus protection software**, and the **anti-virus protection software** must have been properly installed, be working and up-to-date at the time of the claim.

## Claims settlement – theft, accidental loss and accidental damage

For any claim for loss or damage to **your device**

If **we** agree to cover **you** for **theft**, **accidental loss** or **accidental damage** to **your device** under this **policy**, **we** will at **our** option, either:

- repair **your device**;
- replace **your device**; or
- pay the lesser of the:
  - cost to repair **your device**;
  - cost to replace **your device**; or
  - the remainder of **your benefit limit**.

If **we** replace **your device**, pay **you** the cost of replacement of **your device** or the **benefit limit** has been reached **your policy** will end. No refund of **premium** is payable by **us** to **you**.

### For all claims

The most **we** will pay **you** for all claims in the **period of cover** is the **benefit limit**.

This does not include claims for any additional benefits.

## Repair of your device

If **your device** suffers **accidental damage** during the **period of cover**, **we** may choose to have **your device** repaired to normal working order.

In repairing **your device**, the parts used by the repairer may be new, used or refurbished according to suitability and availability of supply. Parts used in repairs may be manufactured by **your device's OEM** or by a third party, at **our** sole discretion and according to suitability and availability of supply. Parts may or may not feature logos and branding of the **OEM**.

Please note that where **your device** has retained user-generated data, the repair of **your device** under this **policy** may result in loss of data.

**We** recommend that **you** back-up **your** data regularly.

Neither **we** nor **our** repair agents will be liable for any loss of software programs or for the value of any data lost.

## Replacement of your device

If **we** replace **your device**, at **our** option the replacement will be with an identical **device**, or a **device** with specifications equivalent to **your device**. The cost of replacement of **your device** will not exceed the **benefit limit** or, in the case a repair claim has been made on the **policy**, the remainder of **your benefit limit** following any previous repair claim.

The replacement **device we** provide may have a selling price less than the purchase price **you** paid for **your device**. A replacement **device** will be determined by **us** at **our** sole discretion and will be based on a current model **device** with equivalent specifications.

Availability and changes in technology will be taken into account by **us** in determining the suitability of a replacement **device** and is not limited to the brand or model of **device** for which **you** claim.

Any replacement **device** may at **our** sole discretion be new, used or refurbished or contain refurbished parts.

**We** have all salvage rights to replaced **devices** or parts.

If **we** replace **your device** or pay **you** the **benefit limit** (less any applicable **excess**) cover under **your policy** will cease. The original **device** becomes **our** property and must be returned to **us** prior to **your** replacement **device** or payment of the **benefit limit** being received by **you**, unless advised otherwise.

## Maximum number of claims

If **you** have Accidental Damage Cover Plus or Accidental Damage Cover Platinum cover, **we** will only cover **you** for one (1) **theft** or one (1) **accidental loss** claim for the **period of cover**.



## Excess

The **excess** is **your** contribution towards the cost of a claim. **You** must pay the applicable **excess** each time **you** make a claim which **we** accept under the **policy**. **You** need to pay the **excess** before a repaired **device** is returned, or a replacement **device** is provided to **you**.

The **benefit limits** set out in this **policy** are for total claims costs incurred (excluding any applicable **excesses** paid).

The **excess** due will vary depending on whether the claim is to be managed with a repair or replacement and whether **your device** is a **mobile phone** or other **device**. Please see the table below for **excess** due in each instance:

Excess		
<b>Repair excess</b>	\$75 per claim (applies to all <b>devices</b> )	
<b>Replacement excess</b>	<b>mobile phones</b>	\$175 per claim
	All other <b>devices</b>	\$120 per claim

Where **your** claim is for **accidental damage** it is at **our** sole discretion whether to repair or replace the **device**. If it is possible to repair the **device**, but **we** choose to replace it instead for economic reasons, only the repair **excess** will be payable by **you**.

## Claims examples

These examples show how claims settlements are calculated for certain types of cover based upon practical scenarios. Any claim settlement amount will depend upon the facts of each case.

Claim example 1		
<b>Theft</b>	<p><b>Your device</b> is a <b>mobile phone</b> that was purchased for \$1,300. <b>You</b> have Accidental Damage Cover Plus. <b>Your device</b> is stolen in Australia and \$200 worth of unauthorised calls and \$300 of unauthorised internet connections/ data usage was made from it in the 24 hours prior to <b>you</b> notifying <b>your</b> service provider that it had been stolen.</p> <p>This is the first claim that <b>you</b> have made in the <b>period of cover</b>.</p>	
<b>Policy cover</b>	<p><b>You</b> are entitled to a replacement <b>device</b> with the same specifications up to the value of \$1,300 and are covered for the \$200 worth of unauthorised calls made from the <b>mobile phone</b>.</p> <p>No cover is provided for the data usage.</p>	
<b>Premium</b>	<b>Your premium</b> is paid in full	
<b>Benefit limit</b>	<p>For <b>theft</b> of <b>your device</b> <b>you</b> are entitled to a <b>benefit limit</b> of up to \$1,300</p> <p>For unauthorised calls <b>you</b> are entitled to up to \$1,000.</p>	
<b>Excess</b>	\$175 replacement <b>excess</b> of a <b>mobile phone</b> applies.	

## Claim example 2

<b>Accidental damage</b>	<p><b>Your device</b> is a <b>laptop</b> and is <b>accidentally</b> dropped by <b>you</b>, damaging the screen and causing loss of function. <b>You</b> have Accidental Damage Cover Basic cover.</p> <p>The cost to repair <b>your device</b> is \$800.</p> <p>The original purchase price of the <b>device</b> is \$800.</p> <p>Because the cost of repairs is the same amount as the original purchase price, the insured <b>device</b> is not economical to repair. A replacement <b>device</b> is provided and a repair <b>excess</b> of \$75 is payable by <b>you</b>.</p>
<b>Policy cover</b>	<b>You</b> are entitled to a replacement <b>device</b> up to the value of \$800 including its <b>accessories</b> (provided by the <b>OEM</b> ).
<b>Premium</b>	<b>Your premium</b> is paid in full.
<b>Benefit limit</b>	A <b>benefit limit</b> of up to \$800 to repair or replace <b>your device</b> applies.
<b>Excess</b>	\$75 repair <b>excess</b> applies.

## Cyber assist and data recovery claims

If **we** agree to cover **your** claim for cyber assist and/or data recovery under this **policy**, **we** will arrange for **data services** to be provided in relation to the **cyber-attack** incident and/or **data loss** on the same day, or next available time if same day service is not practicable.

The **data services** are available between 8:30am and 5:00pm, Monday to Friday AEST (excluding public holidays).

While **we** will make reasonable efforts to arrange a **technician** outside of the hours specified above, including public holidays and weekends, **we** cannot guarantee that a **technician** will be available in every case. If **we** are unable to provide a **technician** to resolve a **cyber-attack** and/or **data loss** outside of the hours specified above, **we** will provide a **technician** on the next available time during the hours specified above.

Except as otherwise specifically agreed with the relevant **technician**, where **we** arrange for a **technician** to provide **data services** to **you**, **you** must be available. If **you** are not available, the **technician** may not be able to resolve the **cyber-attack** and/or **data loss**.

If an incident does not constitute a **cyber-attack** or **data loss** or additional work is required, for example, data recovery and data backups for more than one **data loss** incident during **your period of cover** as shown on **your policy schedule**, this can be facilitated by **us** with the **technician**, however **you** will be responsible for the cost of the work undertaken.

If **we** facilitate a telephone call between a **technician** and **you** when an incident does not constitute a **cyber-attack** or **data loss**, or additional work is required, **we** will ask the **technician** to provide a fee estimate for the purpose of undertaking the work. The final cost will be agreed between **you** and the relevant **technician**.

In carrying out any services when an incident does not constitute a **cyber-attack** or **data loss**, or additional work is required, **you** agree that a **technician** will be acting as agent for **you**, and not as **our** agent.

In providing the services when an incident does not constitute a **cyber-attack** or **data loss**, or additional work is required, **we** do not make a recommendation of any **technician** or provide any guarantee or warranty as to the quality of the work to be provided or the skills and qualifications of any **technician** or that a **technician** will be able to meet **your** requirements.

## Exclusions

### What we do not cover

We will not pay **your** claim:

1. arising from an incident that occurred before the **start date** as listed on **your policy schedule**;
2. arising from **commercial use** of a **device**;
3. arising when the **device** is on loan or being used for trial, testing, demonstration or exhibition;
4. where **you** cannot explain the circumstances to **our** reasonable satisfaction or cannot establish the cause of any disappearance of a **device**;
5. where no actual known, or identifiable event can be attributed to the loss, damage or malfunction of **your device**;
6. if **your device** has been left behind in an unknown location or **you** have misplaced it or forgotten its whereabouts;
7. when **theft** or **accidental loss** occurs due to **your device** being left in a **public place** at the time of **accidental loss** or **theft**, where **your device** was either unattended, unaccompanied, unsupervised or outside **your** reach, or where **your device** was exposed to, and not reasonably protected from **accidental loss** or **theft** because it was not in **your** possession or control;
8. when the **theft** is from a motor vehicle or marine craft and the **device** was not placed in a **concealed storage compartment** of a locked vehicle or marine craft, with security systems (if any) activated, and there is no evidence of forced entry;
9. when the **theft** occurs when the **device** is not in **your** possession or control or in a locked storage locker or **concealed storage compartment** or locked place of residence, and when there is no evidence of forced entry;
10. when **your device** is damaged as a result of improper storage, operation under abnormal conditions, misuse or maladjustment of controls;
11. resulting from abuse, misuse, or introduction of foreign objects into the **device**, modifications or alterations to the **device** or failure to follow the manufacturer's instructions;
12. resulting from malicious or willful action, negligence, misuse, interference or faulty workmanship of a third party;
13. arising from an **existing event**;
14. arising from repairs or replacement arranged by **you** without **our** prior written consent;
15. arising from purchases made with **your mobile phone** or internet enabled **device**;
16. arising from any data usage charges;
17. arising from **wear and tear**, cleaning, repair or alteration;
18. arising during the period **your device** is checked in to be transported in the cargo hold of any aircraft, ship, train, tram or bus (including any loss from the point of check in until collection by **you** from the baggage carousel or collection area at the end of **your** flight, voyage or trip) except when (without prior notice) **you** are directed by the airline with whom **you** have a flight booking to place the **device** in checked baggage or overhead cabin locker for the duration of **your** flight;
19. arising from **your device** having (or when **your device** has had) a manufacturer's **serial number** or **IMEI number** removed, defaced or altered;
20. arising from a modification or alteration to any internal parts or to the operating system of the **device** by **you** or any person acting on **your** behalf or under **your** instruction;
21. for **theft** by:
  - a. **you** or someone who lives in **your home**; or
  - b. someone who enters **your home** with **your** consent or the consent of someone living there.
22. arising from repossession, lawful confiscation or lawful seizure;
23. arising from **product failure** (including mechanical or electrical breakdown or failure of, or defects in the **device**);
24. arising from damage caused by insects, vermin or animals;
25. arising from exposure to weather conditions, windstorm, sand, dirt, rain, hail, or atmospheric conditions, (for example, temperature, dampness, high humidity, steam or condensation);
26. arising from events or circumstances that are covered by a manufacture and/or extended warranty, guarantee or service contract;
27. arising from use of **your device** in an illegal manner including unlawful acts or unlawful use by **you** or someone acting with **your** consent;
28. arising from **you** not doing everything **you** can to reduce **your** loss as much as possible;
29. arising from **you** failing to take all reasonable precautions to safeguard **your device** and not act intentionally or recklessly in a way that would reasonably pose a threat to the safety of **your device**;
30. when damage is due to any reckless or intentional damage or damage due to **your** failure to take reasonable care of **your device**;
31. arising from consequential loss of any kind;
32. arising when at the time of purchasing this product **you** were aware, or a reasonable person in **your** circumstances would have been aware, of something that would give rise to **you** making a claim under **your policy**;
33. arising from a government authority confiscating, detaining or destroying **your device**;
34. arising from any act of threat of terrorism;
35. arising from any act of war, whether war is declared or not, or from any rebellion, revolution, insurrection or taking power by the military;
36. arising from a nuclear reaction or contamination from nuclear weapons or radioactivity;
37. arising from biological and/or chemical materials, substances, compounds or the like used directly or indirectly for the purpose of harming or to destroy human life and/or create public fear;
38. when payment would violate any applicable trade or economic sanctions, law or regulation.
39. arising from **your device** being in the control of an infant or preschool aged child, being a child under the age of five (5) years;
40. arising whilst **you** are in transit, using any mode of transport, and **your device** is not protected appropriately for the risk of that mode of transport including but not limited to **your device** not carried in a securely fastened pocket whilst on a motorcycle.

## What we do not cover under cyber assist and data recovery

In addition to the exclusions listed above, **we** will not pay **your cyber-attack** or **data loss** claim when the following exclusions apply.

A **cyber-attack** and/or **data loss** does not include:

- an incident occurring where **your device** is a **laptop** and **you** do not have **anti-virus protection software**, or **your anti-virus protection software** was not properly installed or it is not working or up-to-date;
- payment or reimbursement of an amount paid in connection with a **cyber-attack** (e.g. payment made by **you** following a **ransomware** incident);
- loss of any software programs;
- data recovery or re-installation of backups (cyber assist only);
- **data loss** for which a third party is liable;
- **data loss** caused by the deletion of individual data records by **you** or anyone acting on **your** behalf or anyone acting under **your** instruction, irrespective of whether the deletion is intentional or unintentional;
- **data loss** available in full on a back-up copy on another storage medium;
- the replacement or repair of the **device** or storage medium;
- requests for general maintenance or preventative work;
- damage to hardware equipment;
- area-wide disruption to communication or power supply;
- disruption to communication or power supply as the result of disconnection by the relevant authority or service provider; or
- an incident occurring in connection with a **major disaster**.

**We** are also not liable in any way to any person for:

- any loss or damage suffered directly or indirectly as the result of providing **data services**, including any delay in the provision of **data services**.
- any indirect, special or consequential loss or damage in connection with the **data services**, whether in contract, tort, statute or otherwise.

## Important Information

Under **your policy** there are rights and responsibilities which **you** and **we** have. **You** must read this **PDS** in full for all details, but here are some **you** should be aware of.

### Confirmation of transaction

By entering into **your policy**, **you** agree that if **you** require confirmation of any **policy** transaction (if the **policy schedule** does not have all the information **you** require), **you** will contact **us** using the contact details shown on the back cover of this document.

**You** can request further confirmation if **your policy schedule** does not include details of:

- the issuer and the **policy** holder;
- the date of the transaction;
- a description of the transaction;
- any amount paid or payable by **you** in relation to the transaction; or
- any taxes and stamp duties payable in relation to the transaction.

### Jurisdiction and choice of law

**Your policy** is governed by and construed in accordance with the law of New South Wales, Australia and **you** agree to submit to the exclusive jurisdiction of the courts of New South Wales. **You** agree that it is **your** intention that this Jurisdiction and Choice of Law clause applies.

### Your duty of disclosure

Before **you** enter into this insurance with **us**, **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**.

It is important that **you** understand that **you** are answering **our** questions in this way for **yourself** and anyone else that **you** want to be covered by the contract.

**Your** duty however, does not require disclosure of any matter:

- that diminishes the risk to be undertaken by **us**; or
- that is of common knowledge; or
- that **we** know or, in the ordinary course of **our** business as an insurer, ought to know; or
- as to which **we** have waived **your** duty of disclosure.

If **you** fail to comply with **your** duty of disclosure, **we** may be entitled to reduce **our** liability under the contract in respect of a claim, cancel the contract or both.

If **your** non-disclosure is fraudulent, **we** may also have the option of avoiding the contract from its beginning.

### Assigning your rights

**You** are not allowed to assign any benefits, rights or obligations under **your policy**.

## Cancelling this policy

We allow **you** to return and cancel **your policy** at any time after the **start date** specified on **your policy schedule** by contacting **us**, using the contact details on the back cover of this document.

We have the right to cancel this **policy** where permitted by law.

This includes:

- if **you** have failed to comply with **your** duty of disclosure; or
- where **you** have made a misrepresentation to **us** prior to the issue of the **policy**; or
- where **you** have failed to comply with a provision of **your policy**, including a term relating to the payment of **premium**; or
- where **you** have made a claim under **your policy** which is in anyway fraudulent.

If **you** or **we** cancel the **policy**, **we** may deduct a pro rata proportion of the **premium** for the time on risk, plus a fee of up to thirty-five dollars (\$35) for **our** administrative costs related to the acquisition and termination of the **policy** and any government taxes or duties **we** cannot recover. If the refund is less than the fee, a refund will not be issued, and **we** will not charge **you** an additional amount to cover the difference.

If **you** have made a claim under this **policy** and **we** have agreed to the claim, **we** will not return any unused portion of the **premium**.

## Financial Claims Scheme

In the unlikely event the Insurer was to become insolvent and could not meet its obligations under **your policy**, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. More information can be obtained from <http://www.fcs.gov.au> or the Australian Prudential Regulation Authority (APRA) hotline on 1300 55 88 49.

## Dispute resolution process

In this section “**we**”, “**our**” and “**us**” means **Brightside Cover** and **HDI Global Specialty**.

If **you** have a complaint in relation to this insurance, or **our** services or **our** representatives, please call **Brightside Cover** on 1300 622 833 or put the complaint in writing and send it to:

Brightside Cover  
Customer Relations  
Private Mail Bag 14  
Castle Hill NSW 1765  
Email: [customerservice@brightsidecover.com.au](mailto:customerservice@brightsidecover.com.au).

We will attempt to resolve the matter in accordance with **our** Internal Dispute Resolution procedures.

1

If **you have a complaint**, please talk to **us** on the number provided, for assistance. **We** will do **our** best to resolve **your** complaint quickly and fairly. If **your** complaint relates specifically to a claim, please contact the claims officer managing **your** claim. If the customer service staff member or claims officer are unable to resolve the matter for **you**, and **you** are not satisfied with their decision, **you** may speak to a manager.

If **you** are not satisfied with the response from the manager, **you** can seek a review by proceeding to Step 2.

2	<b>Seek an internal review.</b> If the matter is still not resolved, the manager will refer <b>you</b> to the relevant Internal Dispute Resolution (IDR) area who will conduct a review of <b>your</b> dispute.  The Internal Dispute Resolution officer will try to resolve <b>your</b> dispute within 15 business days and provide a response to <b>your</b> dispute in writing.  If <b>you</b> are not satisfied with the decision, or <b>your</b> dispute remains unresolved after 45 days, <b>you</b> can proceed to step 3.
3	<b>Seek an external review.</b> If <b>we</b> are unable to resolve <b>your</b> complaint within 45 days, or if <b>you</b> remain dissatisfied with <b>our</b> final decision, <b>your</b> dispute can be referred to the Australian Financial Complaints Authority (AFCA). AFCA provide a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms.

The contact details for the AFCA are:

Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001  
Phone: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)

## Privacy notice

**Brightside Cover** and **HDI Global Specialty** are committed to providing **you** with the highest levels of customer service. This includes protecting **your** privacy in accordance with the Privacy Act 1998 (Cth) and the Australian Privacy Principles.

In this section “**we**”, “**our**” and “**us**” means **Brightside Cover** and **HDI Global Specialty**.

**Our** Privacy Policies set out how **your** personal information is used, disclosed and protected. **We** may communicate **your** personal information to **our** service providers and this will always be carried out in accordance with the relevant privacy legislation.

Personal information is information or opinion about an individual whose identity is apparent or can easily be ascertained from the information or opinion.

**We** collect personal information to offer, provide, arrange, manage and administer the many financial services and products **we** and **our** group of companies are involved in. These include insurance broking, claims management and other forms of insurance services (including underwriting of insurance products and reinsurance).

**We** also collect personal information to be able to develop and identify products and services that may interest **you**, to conduct market or customer satisfaction research, to develop arrangements with other organisations in relation to **our** respective products and services. **We** give **you** the option of electing not to receive these communications in the future. **You** can unsubscribe by notifying **us** and **we** will no longer send this information to **you**.

The usual type of personal information collected includes **your** name, postal or e-mail address, date of birth, etc.

If **you** do not provide the information requested, **we** or those involved with the provision of the service or product, may not be able to provide the appropriate type or level of service or product.

**We** generally collect personal information directly from the relevant individual but in some cases, **we** may collect it indirectly from a third party, such as an insured's representative or (including but not limited to) **our** own representatives, advisers, loss adjusters, lawyers, insurers, publicly available sources or witnesses to a claim.

**We** do not sell, trade, or rent **your** personal information to others.

**We** have a duty to maintain the confidentiality of **our** clients' affairs, including personal information. **Our** duty of confidentiality applies except where disclosure of personal information is with **our** client's consent or compelled by law.

**We** may disclose personal information to third parties who **we** believe are necessary to assist **us** in providing, managing and administering the services **we** provide and products **we** are involved in, such as insurers, **our** related companies and alliance partners, reinsurers, other insurance intermediaries, insurance reference bureaus, fraud detection agencies, **our** advisers such as loss adjusters, lawyers and accountants, and others involved in the claims handling process. **We** may also use **your** information to comply with legislative or regulatory requirements in any jurisdiction to, prevent fraud, crime or other activity that may cause harm in relation to **our** products or services and to help **us** run **our** business.

**We** may disclose **your** personal information to a recipient which is located outside Australia. This includes:

- companies located in Singapore, New Zealand, United Kingdom, United States of America, Ireland, Malaysia, Slovenia, Croatia and the Philippines;
- service providers which are likely to be located in United Kingdom, United States of America, Germany and New Zealand.

The countries **we** disclose **your** information to will depend on the details of the transaction **you** ask **us** to carry out.

**We** take all reasonable steps to secure all hardcopy and electronic data containing personal records to ensure they are kept confidential and secure from unauthorised access, modification or disclosure. Access to **your** information is kept limited to those parties whose tasks require use of **your** information to provide services to **you**.

**We** may hold **your** personal information in a number of ways, including:

- in **our** computer systems or databases, which may involve storing data on storage or computer systems provided by third party suppliers;
- in paper records; and/or
- in telephone recordings (used for training and verification purposes).

Where it has been collected from **our** or **your** agent, or **our** service providers, they may also hold copies of **your** personal information.

**We** will seek **your** consent before disclosing **your** information to third parties in a country overseas if it is not regulated by laws which protect **your** information in a way that is similar to the relevant laws in **your** country.

**We** will not disclose **your** sensitive information for any purpose, other than the purpose for which it was collected, or a directly related secondary purpose, unless **you** otherwise consent.

Personal information obtained in the EU are subject to Service Agreements which have been entered into with the local Data Controller and **us** as the Data Processor in accordance with the relevant Personal Data Protection Act.

**We** may combine personal information **we** receive about **you** with other information **we** hold about **you**. This includes information received from third parties and information collected for different products and services.

**Our** Privacy Policies also contain information about how **you** can access and seek correction of **your** information, complain about a breach of the privacy law, and how **we** will deal with **your** complaint.

**Brightside Cover's** Privacy Policy is available at [www.brightsidecover.com.au/privacy](http://www.brightsidecover.com.au/privacy) or by contacting **Brightside Cover** on 1300 622 833.

**HDI Global Specialty's** Privacy Policy is available at [www.hdi-specialty.com](http://www.hdi-specialty.com) or by contacting **HDI Global Specialty** on 02 8373 7580.

## Claims

First check that **you** are covered by **your policy** by reading the appropriate section in the **PDS** and the Exclusions to see exactly what is, and is not covered, noting particularly any conditions limitations and exclusions.

### How to make a claim

In the event of a claim **you** must contact **Brightside Cover** within seven (7) days of the identifiable event occurring. **You** can call **Brightside Cover** on 1300 622 833. **Brightside Cover's** hours are Monday to Friday 8:30am to 7:00pm, Saturdays 9:00am to 12:00pm (excluding Sunday and public holidays) or alternatively, **you** can lodge **your** claim online at: [www.brightsidecover.com.au/my-cover/login](http://www.brightsidecover.com.au/my-cover/login).

Purchase receipts/tax invoices must be provided as proof of purchase and for the amount **you** paid for **your device**. If **you** cannot provide proof of the amount **you** paid for **your device**, **we** will calculate **your benefit limit** based on the recommended retail price of **your device** as advertised by the distributor from whom **you** purchased the **device** at the time of purchase.

Other supporting documents (like police reports and a statutory declaration) may also be required.

**We** will consider **your** claim within ten (10) business days of receiving a completed claim form and all necessary documentation. If **we** need additional information, **we** will contact **you** within ten (10) business days.

**You** will need to prove that an incident covered under **your policy** has occurred and the extent of the loss or damage **you** have suffered.

**You** must give **us** an opportunity to assess and inspect **your device** before any repairs or alterations are undertaken. If **your** claim is accepted under **your policy**, **you** will be required to pay the **excess** applicable as outlined on **your policy schedule** prior to any repairs taking place or receiving a replacement **device**.

Where **we** replaced **your device**, **your** original **device** becomes **our** property and **we** may take possession of **your** broken **device**. Any value **we** are able to recover from **your** replaced **device** will be retained by **us**.

If there is a delay in claim notification, or **you** do not provide sufficient detail for **us** to consider **your** claim, or authorise repairs without **our** consent, **we** can reduce any claim payable by the amount of prejudice **we** have suffered.

**You** must give any information **we** reasonably ask for to support **your** claim at **your** expense, such as but not limited to police reports, original receipts, tax invoices or proof of purchase and ownership.

**You** must co-operate at all times in relation to providing supporting evidence and such other information that may reasonably be required.

**You** must provide honest and complete information for any claim, statement or document supplied to **us**. Where assessment of supporting evidence is not found to be consistent to **our** satisfaction, **we** may do one or both of the following:

- reduce or refuse to pay **your** claim;
- cancel **your** insurance **policy**.

### Goods and Services Tax

All the benefits listed in this **policy** include Goods and Services Tax (GST). If **you** are registered for GST purposes and entitled to an input tax credit at claim settlement, any claim payment **we** pay **you** will be reduced by an amount equal to **your** input tax credit entitlement.



## Other insurance

If any damage or loss covered under **your policy** is covered under another insurance policy, **you** can choose which policy to claim under. If **you** make a claim under one insurance **policy** and **you** are paid the full amount of **your** claim, **you** cannot make a claim under the other **policy**.

## 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.

## Fraud

Insurance fraud places additional costs on honest **policy** holders. Fraudulent claims force insurance **premiums** to rise.

**We** encourage the community to assist in the prevention of insurance fraud.

**You** can help by reporting insurance fraud by calling **us** using the contact details shown on the back cover of this document. All information will be treated as confidential and protected to the full extent under law.

## Fraudulent claims or misleading claims conduct

If **you** or someone authorised by **you**, submit a claim which **we** believe is fraudulent, false or misleading in any respect, **we** may deny part of, or all of the claim, to the extent permitted by law. **We** may also report any fraudulent claims to the relevant authorities.

# Financial Services Guide

## About this FSG

This Financial Services Guide (FSG) describes the insurance services offered by ICF Protection Plus Pty Ltd ABN 27 139 212 972, AFS Licence number 475125, trading as Brightside Cover of Suite 1, Building B, 34-46 Brookhollow Avenue, Baulkham Hills, NSW 2153, telephone 1300 622 833.

This FSG is designed to assist you in deciding whether to use the services that Brightside Cover provide, and to provide information about the remuneration provided to Brightside Cover in connection with the distribution of Brightside Accidental Damage Cover, your rights as a customer and how any complaints you may have will be resolved.

## About HDI Global Specialty and Brightside Cover

### HDI Global Specialty

HDI Global Specialty SE - Australia ABN 58 129 395 544, AFS Licence number 458776 (HDI Global Specialty) is the insurer of the Brightside Accidental Damage Cover product.

### Brightside Cover

Brightside Cover, a trading name of ICF Protection Plus Pty Ltd ABN 27 139 212 972, AFS Licence number 475125, is authorised to advise and deal in general insurance products to retail and wholesale clients.

Brightside Cover has a binding authority from HDI Global Specialty which means it can issue, vary or cancel Brightside Accidental Damage Cover on behalf of HDI Global Specialty. When providing these services, Brightside Cover acts for HDI Global Specialty and does not act on your behalf.

## About the PDS

The Product Disclosure Statement (PDS) from HDI Global Specialty for Brightside Accidental Damage Cover accompanies this FSG and sets out the significant benefits, features and characteristics of the cover and will assist you to compare and make an informed decision about Brightside Accidental Damage Cover.

Please note this document contains general information only and may not suit your particular circumstances. You should carefully consider the PDS before you purchase Brightside Accidental Damage Cover to decide if it suits your needs.

## Remuneration information

Brightside Cover receives up to 30% commission from HDI Global Specialty for policies sold, this is calculated on the premium amount before any duties or taxes are applied. From this commission Brightside Cover may pay an amount to other parties who introduce or refer customers to Brightside Cover.

Employees and representatives of Brightside Cover receive an annual salary, which may include an annual bonus, which can be based on performance or other criteria. The above remuneration is included in the premium you pay.

If you would like more information about the remuneration that Brightside Cover receives, please call 1300 622 833 or email [customerservice@brightsidecover.com.au](mailto:customerservice@brightsidecover.com.au). You can request particulars of the remuneration or other benefits received, please ask Brightside Cover for further details before Brightside Cover provide you with a financial service.

## Professional indemnity insurance arrangements

Brightside Cover is covered under professional indemnity insurance that complies with the requirements of section 912B of the Corporations Act.

## Complaints

If you are not satisfied with the service you receive from Brightside Cover or HDI Global Specialty, and you wish to make a complaint, contact the Brightside Cover Complaints Officer using our contact details below.

We will acknowledge receipt of your complaint immediately and attempt to resolve it within 15 business days. Brightside Cover is a member of the Australian Financial Complaints Authority (AFCA), an external dispute resolution scheme. If you are unsatisfied with the manner in which we handle your complaint, you are entitled to take your complaint to them. Their contact details are on their website at [www.afca.org.au](http://www.afca.org.au).

Further information about our dispute resolution process is set out on page 22 of the PDS.

## Privacy

Brightside Cover and HDI Global Specialty are committed to ensuring the privacy and security of your personal information. If you have any questions in relation to privacy, please contact Brightside Cover on 1300 622 833 or by viewing [www.brightsidecover.com.au/privacy](http://www.brightsidecover.com.au/privacy). Further information about privacy is set out on page 23 of the PDS.

## How to contact us

You can contact Brightside Cover, including to give Brightside Cover instructions, by using the contact details outlined on the back cover of this document. Please keep this document in a safe place for your future reference.



## Contacting the Brightside Cover team

If you need to contact us for any reason, please contact the Brightside Cover team on 1300 622 833. Our hours are Monday to Friday 8:30am to 7:00pm, Saturdays 9:00am to 12:00pm AEST (excluding Sunday and public holidays); or

Email: [customerservice@brightsidecover.com.au](mailto:customerservice@brightsidecover.com.au); or

Write to: Brightside Cover

PMB 14

Castle Hill, NSW 1765

Alternatively, you might find your answer in our frequently asked questions (FAQ's) on our website at [www.brightsidecover.com.au](http://www.brightsidecover.com.au)

This booklet contains information about the Brightside Accidental Damage Cover product and services. The information was current at the date of preparation.



Got questions? We'd love to chat.

1300 622 833

[brightsidecover.com.au](http://brightsidecover.com.au)