

## Product Disclosure Statement

### Accidental Damage from Handling and Theft and Loss

Prepared by:

AIG Australia Limited

ABN 93 004 727 753 AFSL 381686

Level 13, 717 Bourke Street,

Docklands VIC 3008

Australia

### **Target Market Determinations (TMDs)**

From 5 October 2021, AIG Australia Limited (AIG) is required to have Target Market Determinations for its retail client insurance products in accordance with the Treasury Laws Amendment (Design and Distribution Obligations and Product Intervention Powers) Act 2019. [View AIG's TMD for AppleCare+ with Theft and Loss here.](#)

### **What is a TMD?**

A TMD is a document created by AIG which seeks to offer customers, distributors and staff with an understanding of the class of customers for which the product has been designed and sets out:

- who is in the target market and who the product is not designed for;
- any distribution conditions and restrictions for the product;
- review periods and events that may trigger a review of the TMD; and
- reporting obligations for AIG's distributors.

The TMD is not intended and should not be treated as a full summary of the product's terms and conditions and is not intended to provide financial advice. Customers must refer to the Product Disclosure Statement (PDS) and any supplementary disclosure documents for the terms and conditions of the product when making a decision to acquire the product.

TMD's for all AIG retail products are available on AIG's website at [aig.com.au](http://aig.com.au).

AIG is committed to offering high quality insurance products to meet our customer needs and which offer real value. AIG achieve this by taking a consumer-centric approach when designing and distributing our products.

## **Important information**

As a purchaser of AppleCare+ for iPhone with Theft and Loss, You are entitled to the benefit of the Accidental Damage from Handling (“ADH”) and Theft and Loss insurance coverage which is underwritten by AIG and is a component of the AppleCare+ suite of products and services. The ADH and Theft and Loss 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 and Theft and Loss 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 and Theft and Loss 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 as well as Your Terms. 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 or Theft and Loss coverage is suitable for or takes into account, Your specific objectives, financial situation or particular needs.

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

The ADH and Theft and Loss coverage is issued/insured by:

#### **AIG Australia Limited**

ABN 93 004 727 753 AFSL 381686  
Level 13, 717 Bourke Street,  
Docklands VIC 3008  
Australia

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

This PDS was prepared by AIG on 17 January 2022.

## **PRODUCT DISCLOSURE STATEMENT**

### **Cover available**

Depending on the plan selected, your ADH and Theft and Loss coverage is either for a term of two (2) years ("Fixed Term 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 and Theft and Loss coverage are 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 Equipment 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.

Theft and Loss coverage applies (i) to a Covered Device that is misappropriated by another person with the intention of permanently depriving You of Your Covered Device and (ii) to a Covered Device that is accidentally misplaced and is unrecoverable.

There are a number of coverage exclusions listed in section 4 of your AppleCare+ Terms and Conditions and which include the following:

ADH coverage does not include cover for: (i) protection against normal wear and tear, theft, misplacement, reckless, abusive, willful or intentional conduct associated with handling and use of the Covered Equipment; (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 Equipment that arises from one or more conditions described in (i) or (ii).

Theft and Loss coverage does not include cover for: (i) loss of value of the Covered Equipment; (ii) loss of any software or data and the recovery thereof; (iii) loss of use of the Covered Equipment; (iv) fraudulent or intentional conduct by You or others using the Covered Equipment with your permission; (v) voluntary parting with Your Covered Equipment; (vi) any other act or result not covered by the Plan as set out in Section 4.2 of the Terms; or (iii) any resultant damage to the Covered Equipment that arises from one or more conditions described in (i) or (ii).

For You to be eligible for Theft or Loss coverage, you must have Find My enabled on Your Covered Device at the time of the Theft or Loss. Find My must remain enabled, and Your Covered Device must remain associated with Your Apple ID, throughout the Theft or Loss claims process.

## **Benefits**

If Your Covered Equipment fails because of accidental damage from handling, Apple will, subject to the relevant service fee either (i) repair the defect using new parts or previously used Apple genuine parts that have been tested and pass Apple functional requirements, or (ii) exchange the Covered Device with a replacement product that is new or comprised of new and/or previously used Apple genuine parts that have been tested and pass Apple functional requirements (each, a "Service Event").

If Your Covered Device is lost or stolen, Apple will, subject to the relevant service fee, provide a replacement for the Covered Device.

**IMPORTANT:** Your Plan entitles you to two (2) Service Events for ADH and, irrespective of whether the Service Event is Theft or Loss, two (2) Service Events for the Theft and Loss coverage within each twelve (12)-month period from your date of Plan purchase. Any unused Service Events will expire and you will get two (2) new Service Events for ADH and two (2) new Service Events for the Theft and Loss coverage within the next twelve (12)-month period of continued coverage. All other Plan benefits continue throughout. For Monthly Plans, in the event you use your second available Service Event for either ADH or the Theft and Loss coverage before the end of a twelve (12)-month period, 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.

Please Note: Each covered incident of Theft, Loss or ADH is considered a Service Event.

## **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 eight percent (8%) and forty-eight percent (48%) 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:

iPhone:	
Screen-Only Damage:	A\$ 45
Back Glass-Only Damage (not available on iPhone SE and iPhone models released prior to iPhone 12):	A\$ 45
Other Accidental Damage:	A\$ 149
Theft and Loss:	A\$ 229

For iPhone Screen-Only or Back Glass-Only Accidental Damage Handling claims, the Covered Device must have no additional damage beyond either the screen or back glass damage, including, but not limited to, bent or dented enclosure, that would prevent Apple from replacing either the screen or back glass on the Covered Device. A Covered Device with additional damage will be categorized as iPhone Other Accidental Damage Handling claims.

For an iPhone Screen-Only and Back Glass-Only Accidental Damage Handling claim, the Covered Device must have no additional damage beyond the screen and back glass damage, including, but not limited to, bent or dented enclosure, that would prevent Apple from replacing the screen and back glass on the Covered Device. A Covered Device with additional damage will be categorized as iPhone Other Accidental Damage Handling claims. An iPhone Screen and Back Glass Accidental Damage claim is subject to both Screen-Only and Back Glass-Only Service Fees specified in the table above, but is considered as only one individual ADH claim and will count towards Your claims limit (see clause 3.5 of your Terms).

If You elect to use Express Replacement Service ("ERS") for an iPhone Screen-Only, iPhone Back Glass-Only or iPhone Screen and Back Glass Accidental Damage claims, Your claim will be classified as iPhone Other Accidental Damage.

Screen and back glass repairs are only available for iPhone. However, back glass repair is not available on iPhone SE and iPhone models released prior to iPhone 12.

## 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 5 of the Terms for more details on how to make a claim.

## **Confirmation of Transaction for Claims**

Under the law if you are a retail client\* you are entitled to confirmation information (the "Confirmation") as to when AIG accepts or settles a claim made by you under this insurance coverage (the "Transaction").

AIG has established a facility under which you can send an email to us at [claimsadamin@aig.com](mailto:claimsadamin@aig.com), requesting the Confirmation of the Transaction. We will aim to provide Confirmation of the Transaction to you as soon as reasonably practicable.

We will assume that you agree to the use of the facility to obtain the Confirmation of the Transaction, unless you advise us at the above email address you do not agree to the use of the facility and that you wish to obtain Confirmation of the Transaction in another way.

- \* A retail client means an individual or small business. A small business means:
  - (a) a manufacturing entity with 100 employees or fewer; or
  - (b) a non-manufacturing entity employing 20 individuals or less.

## **Cooling off period**

Once Your ADH and Theft and Loss coverage has commenced You have a 30-day cooling off period within which You may cancel the ADH and Theft and Loss coverage. To cancel Your ADH and Theft and Loss coverage during the cooling off period, please send Apple Your written request to cancel Your ADH and Theft and Loss 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 and Theft and Loss 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 [codeofpractice.com.au](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 [fcs.gov.au](https://www.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.

## **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.

## **Duty to take reasonable care not to make a misrepresentation**

If You are purchasing the AppleCare+ for iPhone with Theft and Loss:

- on or after 5 October 2021, and
- are obtaining the insurance wholly or predominantly for Your own personal, domestic or household purposes, You will have a new duty to take reasonable care not to make a misrepresentation.

The previous duty of disclosure set out above applies before that date and also continues to apply to contracts which are not for the purposes above.

## **Your duty**

You have a duty to take reasonable care not to make a misrepresentation to Us before You enter into a contract of insurance. You have the same duty when You renew, extend, vary or reinstate an insurance contract.

This means that You must take reasonable care to answer accurately and completely all of the questions We ask You. If You are unsure about the requirements of any of Our questions, please tell Us. If You need to check Your

records or other information before answering, please make sure You do so. In answering Our questions, You should also make sure You provide accurate and complete answers for anyone else to whom the questions apply.

Your compliance with this duty is very important as We make Our decisions whether to insure You and, if so, on what terms based on the information You provide.

If You fail to take reasonable care and make a misrepresentation to Us, We may be entitled to:

- cancel Your insurance contract;
- deny a claim or reduce the amount We will pay You if You claim, or
- if the misrepresentation was made fraudulently, treat the policy as if it never existed.

### For Monthly Plan Renewals

Before your Monthly Plan renewal, which includes ADH and Theft and Loss insurance coverage, is renewed, We may ask You questions that are relevant to Our decision to continue to insure the ADH and Theft and Loss 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.

Please note that the Duty to take reasonable care not to make a misrepresentation set out above and which may apply after 5 October 2021, will also apply to your monthly plan renewal.

### **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 [aig.com.au](https://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.

### **Complaints and Feedback**

Learning about Your experiences with Us and Our service partners helps to improve the way We do business with You. If You have feedback, or an issue You would like resolved We encourage You to make contact. Below is information on how to contact Us and how We will work together to resolve any concerns You have.

#### **How to provide feedback**

##### **1. Speak to Our Complaints team**

Our complaints team can be contacted on 1800 339 669. To get the best out of Your call with Us, please have Your Terms, Your Plan Confirmation and/or claim number available and any specific information about the issue.

## **2. Provide Your feedback in writing**

If You would prefer to provide Your feedback or complaint in writing You can do so by lodging Your complaint on Our website, or by writing to:

The Complaints Team  
AIG Australia Limited  
Level 13, 717 Bourke Street  
Docklands VIC 3008

Email: [aucomplaints@aig.com](mailto:aucomplaints@aig.com)

### **What happens if You make a complaint?**

If You make a complaint, We will record Your complaint and make sure that Your concerns are addressed as quickly as possible and seek to achieve a fair outcome for both parties.

We will assess Your complaint upon receipt. During the complaints process as set out in this notice, We will meet the following requirements in respect of Your complaint.

- Acknowledge Your complaint within one (1) business day.
- We will tell You who will handle Your complaint and their contact details.
- We will, where applicable, keep You informed via Your preferred method of communication of the progress of Your complaint every ten (10) business days, more frequently or necessary or as agreed by both of Us.
- We will treat Your complaint respectfully and handle all personal information in accordance with Our Privacy Policy.
- Within 30 calendar days from the date We receive Your complaint, We will provide a response to Your complaint

If We cannot meet any of the stated time frames, We will communicate to You the reasons why this has not been possible. We will also advise You when You should expect to receive a response or decision, Your right to complain to the Australian Financial Complaints Authority (AFCA) if You are dissatisfied with such reasons and provide You with the contact details for AFCA.

### **What You can 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").

If You wish to have Your complaint reviewed by the Committee, please telephone or write to the complaints team as per the details above. As part of Your request, please include detailed reasons for requesting the review and the outcome You are seeking. This information will assist the Committee in carrying out its assessment and review of Your complaint.

A written response setting out the final decision of the Committee and the reasons for this decision will be provided to You.

If We are unable to provide a response within 30 calendar days of receipt of the initial complaint, We will inform You of (i) the time frame for when Your complaint will be heard by the Committee, (ii) when You should expect to receive a response from the Committee; (iii) the reasons for such delay; (iv) Your right to complain to AFCA if You are dissatisfied with such reasons; and (v) the contact details for AFCA.

You can take Your complaint to AFCA at any time, including:

- if We have been unable to resolve Your complaint within 30 calendar days;
- You are dissatisfied with the outcome of Your complaint; or
- You are dissatisfied with the findings of the Committee.

AFCA provides a fair and independent financial services complaint resolution service that is free to consumers. AFCA can make decisions with which AIG is obliged to comply.

Under AFCA Rules, Your complaint may be referred back to Us if it has not gone through Our complaints process.

AFCA's contact details are:

Australian Financial Complaints Authority (AFCA)

GPO Box 3

Melbourne VIC 3001

Website: [afca.org.au](http://afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Phone: 1800 931 678 (free call)

The use of AFCA 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 AFCA's Rules, We will advise You to seek independent legal advice or give You information about any other external dispute resolution options where available to You.

### **Sanctions Exclusion**

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade

or economic sanctions, laws or regulations of the European Union or the United States of America or the Commonwealth of Australia.

## **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 [apple.com/legal/sales-support/applecare/applecareplus/au/tl](https://apple.com/legal/sales-support/applecare/applecareplus/au/tl).

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 Equipment** means an iPhone listed on Your proof of coverage document and the accessories contained in the Covered Device's original packaging.

**Covered Device** means the iPhone identified by the product serial number shown on Your Plan Confirmation certificate.

**Insurer** means AIG Australia Ltd

**Loss** means where You have accidentally misplaced Your Covered Device and it is unrecoverable.

**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 iPhone with Theft and Loss for a Covered Device.

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

**Theft** means the unauthorised dishonest misappropriation of Your Covered Device by another person with the intention of permanently depriving You of Your Covered Device.

**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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