

# Electronic Data Recovery Insurance

## Financial Services Guide issued 9<sup>th</sup> May 2018

This Financial Services Guide (FSG) is issued by Protecure Pty Ltd ABN 26 094 997 163, AFS License Number 238815 trading as Covertec.

In this FSG "us", "our" or "we" means Covertec. "you", "your" means the Insured and named as Insured Persons on Your Certificate of Insurance with respect to whom premium has been paid or agreed to be paid.

### PURPOSE OF FINANCIAL SERVICES GUIDE (FSG)

This FSG is designed to help you decide whether to use the financial services we provide and explains the products and services we can offer you, how we and others are remunerated for the services offered to you, and our complaint handling procedures.

### SERVICES OFFERED

We can provide you with factual information and general advice about *electronic data recovery* insurance and can arrange an insurance policy that will provide cover for recovery of your recoverable *electronic data*.

When providing information and general advice about *electronic data recovery* insurance, we have not taken into account your personal circumstances, needs or objectives. You should consider the advice in light of your personal circumstances and/or seek independent professional advice from a qualified adviser.

### HOW WE ARE PAID

Protecure may receive up to 35% of the total insurance premium (being the base premium excluding stamp duty and GST) to cover product development, marketing, arranging insurance, and managing claims.

### IMPORTANT RELATIONSHIPS

Protecure has a binding authority from the Insurer, Chubb Insurance Australia Limited ("Chubb") to provide *electronic data recovery* insurance and manage claims. Under this authority Chubb has appointed Protecure as its agent, on terms that an insured who deals with Protecure in relation to this insurance will have the same legal protection as if the insured had dealt directly with Chubb. Any *electronic data recovery* insurance arranged for you will be provided under a policy issued by Chubb.

#### Protecure Pty Ltd

ABN 26 094 997 163 AFSL No 238815  
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Ph (02) 8251 6666 | Fax (02) 8088 8775

#### Chubb Insurance Australia Limited

ABN 23 001 642 020 AFSL No 239687  
Level 38, 225 George Street, Sydney NSW 2000  
Web: [www.chubb.com/au](http://www.chubb.com/au)  
Ph. (02) 9335 3200 | Fax (02) 9335 3411

### GENERAL INSURANCE CODE OF PRACTICE

We are a signatory to the General Insurance Code of Practice (the Code). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry.

Further information about the Code and your rights under it is available at [www.codeofpractice.com.au](http://www.codeofpractice.com.au) and on request.

### PRIVACY

#### Privacy Statement

Chubb is committed to protecting your privacy. This document provides you with an overview of how we handle your personal information. Our Privacy Policy can be accessed on our website at [www.chubb.com/au](http://www.chubb.com/au).

### Personal Information Handling Practices

#### Collection, Use and Disclosure

We collect your personal information (which may include sensitive information) when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim in order to help us properly administrate your insurance proposal, policy or claim.

Personal information may be obtained by us directly from you or via a third party such as your insurance intermediary or employer (e.g. in the case of a group insurance policy).

When information is provided to us via a third party we use that information on the basis that you have consented or would reasonably expect us to collect your personal information in this way and we take reasonable steps to ensure that you have been made aware of how we handle your personal information.

The primary purpose for our collection and use of your personal information is to enable us to provide insurance services to you. Sometimes, we may use your personal information for our marketing campaigns, in relation to new products, services or information that may be of interest to you.

We may disclose the information we collect to third parties, including service providers engaged by us to carry out certain business activities on our behalf (such as assessors and call centres in Australia). In some circumstances, in order to provide our services to you, we may need to transfer personal information to other entities within the Chubb Group of companies (such as the regional head offices of Chubb located in Singapore, UK or USA), or third parties with whom we or those other Chubb Group entities have sub-contracted to provide a specific service for us, which may be located outside of Australia (such as in the Philippines or USA). Please note that no personal information is disclosed by us to any overseas entity for marketing purposes.

In all instances where personal information may be disclosed overseas, in addition to any local data privacy laws, we have measures in place to ensure that those parties hold and use that information in accordance with the consent you have provided and in accordance with our obligations to you under the Privacy Act 1988 (Cth).

#### Your Choices

In dealing with us, you agree to us using and disclosing your personal information as set out in this statement and our Privacy Policy. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer. However, should you choose to withdraw your consent it is important for you to understand that this may mean we may not be able to provide you or your organisation with insurance or to respond to any claim.

#### How to Contact Us

If you would like a copy of your personal information, or to correct or update it, please contact our customer relations team on 1800 815 675 or email [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com).

If you have a complaint or would like more information about how we manage your personal information, please review our Privacy Policy for more details or contact:

The Privacy Officer  
Chubb Insurance Australia Limited  
GPO Box 4907  
Sydney NSW 2001  
Tel: +61 2 9335 3200 or email [Privacy.AU@chubb.com](mailto:Privacy.AU@chubb.com)

### COMPLAINTS AND DISPUTE RESOLUTION

We take the concerns of our customers very seriously and have detailed complaint handling and internal dispute resolution procedures that you can access. Please note that if we have resolved your initial complaint to your satisfaction by the end of the 5<sup>th</sup> business day after we have received it, and you have not requested that we provide you a response in writing, the following complaint handling and internal dispute resolution process does not apply. This exemption to the

complaints process does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

### Stage 1 – Complaint Handling Procedure

If you are dissatisfied with any aspect of your relationship with Chubb including our products or services and wish to make a complaint, please contact us at:

The Complaints Officer  
Chubb Insurance Australia Limited  
GPO Box 4065  
Sydney NSW 2001  
O 1800 815 675  
E Complaints.AU@chubb.com

The members of our complaint handling team are trained to handle complaints fairly and efficiently.

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your complaint.

We will investigate your complaint and keep you informed of the progress of our investigation. We will respond to your complaint in writing within fifteen (15) business days provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames and, if we cannot agree, you may request that your complaint is taken to Stage 2 and referred to Our internal dispute resolution team. We will otherwise keep you informed about the progress of our response at least every ten (10) business days, unless you agree otherwise.

Please note if your complaint relates to Wholesale Insurance (as defined in the General Insurance Code of Practice), we may elect to refer it straight to Stage 2 for review by our Internal Dispute Resolution team.

### Stage 2 – Internal Dispute Resolution Procedure

If you advise us that you wish to take your complaint to Stage 2, your complaint will be reviewed by members of our internal dispute resolution team, who are independent to our complaint handling team and are committed to reviewing disputes objectively, fairly and efficiently.

You may contact our internal dispute resolution team by phone, fax or post (as below), or email at:

Internal Dispute Resolution Service  
Chubb Insurance Australia Limited  
GPO Box 4065  
Sydney NSW 2001  
O +61 2 9335 3200  
F +61 2 9335 3411  
E DisputeResolution.AU@chubb.com

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your dispute.

We will keep you informed of the progress of our review of your dispute at least every ten (10) business days and will respond to your dispute in writing within fifteen (15) business days, provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames. If we cannot agree, you may refer your dispute to the Financial Ombudsman Service Australia (FOS) as detailed under Stage 3 below, subject to its Terms of Reference. If your complaint or dispute falls outside the FOS Terms of Reference, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.

### Stage 3 – External Dispute Resolution

If you are dissatisfied with our internal dispute determination, or we are unable to resolve your complaint or dispute to your satisfaction within forty-five (45) days, you may refer your complaint or dispute to FOS, subject to its Terms of Reference.

FOS is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission. We are a member of this scheme and we agree to be bound by its determinations about a dispute. Where a dispute is covered by the FOS Terms of Reference, the General Insurance Division of FOS offers a free and accessible dispute resolution service to consumers.

You may contact FOS at any time at:

Financial Ombudsman Service Australia  
GPO Box 3  
Melbourne VIC 3001  
O 1800 367 287

F +61 3 9613 6399

E info@fos.org.au

www.fos.org.au

If you would like to refer your dispute to FOS you must do so within 2 years of the date of our internal dispute determination. FOS may still consider a dispute lodged after this time if FOS considers that exceptional circumstances apply.

## Product Disclosure Statement issued 9<sup>th</sup> May 2018

This Product Disclosure Statement (PDS) is designed to help you understand what you need to know about the *electronic data recovery insurance* so that you can make an informed choice about whether to acquire this product. Full details of the insurance cover, the exclusions from cover and the terms and conditions on which the insurance is provided are set out in the policy wording attached to and forming part of this PDS.

### WHO ARRANGES AND INSURES THE POLICY?

The policy is arranged by Protecure Pty Ltd, AFSL No 238815, under a binding authority from the insurer Chubb Insurance Australia Limited (ABN 23 001 642 020 AFSL No 239687). Protecure acts as the agent of the insurer, not as your agent. Please contact Protecure if you have any questions about your policy.

### WHAT THE POLICY INSURES

The policy insures you for data recovery of recoverable data following *accidental damage* to, or *electronic breakdown of equipment* that occurs within Australia or its Territories, or on journeys outside that area of not more than 28 consecutive days. Please refer to the terms, conditions and exclusions of the insurance as outlined in the Policy Wording below.

### EXCESS

There is no excess payable under this policy.

### COST OF THE INSURANCE

The cost of the insurance (premium) will be shown in the Insurance Certificate & Tax Invoice. The premium includes statutory charges such as GST and stamp duty.

### BENEFITS OF THE INSURANCE

Benefits of the insurance are contained in the "Agreement to Insure" and "Insurer's Maximum Liability" sections of the Policy Wording.

### COOLING OFF

You may cancel your insurance by contacting Protecure within 21 days of your cover commencing and receive a full refund of the premium. You will not be eligible for a refund if a claim is paid due to an insured event arising during this cooling off period.

### COMPLAINTS AND DISPUTES

Please refer to the Financial Services Guide.

### DUTY OF DISCLOSURE

#### Your Duty of Disclosure

Before you enter into an insurance contract, 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.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

#### What you do not need to tell us

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

#### If you do not tell us something

If you do not tell us anything you are required to, 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.

## FINANCIAL CLAIMS SCHEME

We are an insurance company authorised under the Insurance Act 1973 (Cth) (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act.

The Insurance Act is designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

Because of this We are exempted from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the Corporations Act 2001 (Cth). We have compensation arrangements in place that are in accordance with the Insurance Act.

In the unlikely event that We were to become insolvent and were unable to meet Our obligations under the 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. Please refer to <https://www.fcs.gov.au> for more information.

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## Policy Wording

### AGREEMENT TO INSURE

Subject to the limits, terms and conditions of this policy, the insurer will cover you for the necessary expenses incurred to replace or reproduce your recoverable *electronic data* to its pre-loss condition where such *electronic data* has been lost from your *equipment* due to *accidental damage* or *electronic breakdown*.

Where *electronic data* is not able to be recovered, there is no cover provided by this policy.

### INSURER'S MAXIMUM LIABILITY

The insurer's liability for claims under this policy is not to exceed \$1,000, being the maximum charge for one successful data recovery per insured item of *equipment* performed by a supplier approved by Protecsure during the policy period.

### EXCESS

There is no excess payable under this policy.

### PERIOD OF INSURANCE

Insurance cover commences at the time stated on the Insurance Certificate & Tax Invoice. Cover ceases when a cancellation event first occurs.

### CANCELLATION EVENTS

The following are cancellation events:

- 4pm on the last day of the period of insurance stated in the Insurance Certificate & Tax Invoice;
- *Accidental damage* or *electronic breakdown* to the *equipment* has occurred resulting in the insurer becoming liable to pay the aggregate maximum claims payments. No refund of premium for any unexpired period of insurance is payable;
- You giving Protecsure written notice of cancellation; or
- The insurer cancels this insurance by exercising a right it may have under this policy or by law and gives at least 14 days written notice of cancellation posted to your last known address;

If you give notice of cancellation after a claim has been paid on this policy, there will be no refund of premium. If you give notice of cancellation and no claim has been paid, Protecsure may charge an administration fee.

### CLAIMS REQUIREMENTS

To be entitled to claim for recovery of *electronic data*:

- **Payment of premium:** Full payment of the premium must have been received by Protecsure.
- **Ownership:** You must be able to prove you are the owner of the *electronic data processing media*.

- **Geographical Area:** The *accidental damage* or *electronic breakdown* must occur either within Australia and its Territories or, for mobile *electronic data processing media* only, outside that area in an *included territory* during a return journey of not more than 28 consecutive days.
- **Transit:** For cover during transit, other than when the *equipment* or *electronic data processing media* personally accompanies you or the user, the *electronic data processing media* must be stored in an appropriate container that is designed to prevent damage to the equipment during transit,
- **Notification:** You must notify Protecsure within 14 days of the data loss occurring. Protecsure may extend this time where it is satisfied that notice is given at the earliest possible opportunity. Theft or malicious damage to the *equipment* must also be promptly reported to the police and the report number given to Protecsure.
- **Co-operation:** You must provide Protecsure with all documents, information and assistance it requires to be able to process the claim.
- **Effect of Cancellation Notice:** A claim may not be made for recovery of *electronic data* where the *accidental damage* or *electronic breakdown* occurs after you give notice of cancellation of this insurance.
- **Delivery to Repairer:** *Electronic data processing media* or *equipment* that is subject to *accidental damage* or that has suffered from *electronic breakdown* must be promptly delivered to a supplier approved by the insurer. Details of the supplier and their address will be provided by Protecsure in the event of a claim under this policy.
- **Exclusions:** An exclusion under this policy does not apply, and you must not have breached a term of this policy.
- **Use of *electronic data processing media*:** The *electronic data processing media* must be used and maintained according to the manufacturer's recommendations so that any manufacturer's warranty will not be voided.

### EXCLUSIONS

Cover under this policy will not be available:

- For loss of any software programs;
- For the value of any data;
- For consequential loss of any kind other than the necessary expense of restoring your lost *equipment* or *electronic data*;
- For loss of *equipment* or *electronic data* due to *computer virus*;
- For loss of *equipment* or *electronic data* due to earthquake;
- For loss by inappropriate storage, screen bruising by hand, servicing, design fault or electrical supply other than a power surge
- For normal wear and tear of *equipment* or *electronic data processing media*;
- For loss arising out of erroneous programming, perforating, loading or printing;
- For loss caused through the discarding or erasing of data not caused by insured *accidental damage* or *electronic breakdown*;
- For loss of *equipment* or *electronic data processing media* due to a willful act by you, the user, a member of your family or your employee or if you or the user have assisted or condoned the willful act in any way.
- After the period of insurance;
- While the *equipment* or *electronic data processing media* is made available to a person other than the insured, or the user, or to a supplier approved by Protecsure;
- For any cost or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any act of terrorism, or from nuclear fallout, regardless, of any other cause or event contributing concurrently or in any other sequence to the loss;
- For any cost or expense of whatsoever nature directly or indirectly caused by war, invasion, act of foreign enemy, hostilities, (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, or requisition or destruction of, or damage to property by, or under, the order of any Government or Public or Local Authority in preventing, or attempting to prevent, any such act, or in minimising the consequences or any such act or confiscation or nationalisation;
- For damage caused by excessive exposure to sunlight, heat, corrosion, contamination, pollution, vermin, undomesticated animal, or temperature variations;

## SETTLEMENT OF CLAIMS

The insurer will only settle a claim, or series of claims, from any one event under this policy resulting from a *successful recovery of electronic data* by a supplier approved by Protecsure (not by any other party).

If you are registered or required to be registered for GST, a claim will be reduced by the amount of any input tax entitlement you would have received if you paid for the recovery of the *electronic data*.

## DEFINITIONS

**Accidental damage** means physical damage that occurs as a result of a sudden, unforeseen and unexpected event. The event must arise from a single identifiable incident.

**Computer virus** means any unauthorized coded set of instructions or statements designed to modify, alter, damage, destroy, delete, record or transmit information within *your equipment* or that are self-replicating or self-propagating and are designed to contaminate computer programs or data, consume computer resources or in some fashion usurp normal computer operation.

**Equipment** means desktop computers, laptops and tablet computers containing a single mechanical storage device (hard drive) or a solid state drive (SSD); USB external units containing mechanical storage device (hard drive); cameras and video recording devices containing mechanical storage media or solid state media; USB Thumb Drives. *Equipment* does not include dongles or other devices where a software program is embedded in the device and not able to be separately purchased.

**Electronic data** means the data electronically recorded on *electronic data processing media* that forms part of *equipment*.

**Electronic data processing media** means the materials on which *electronic data* is recorded, such as tapes, cartridges, discs, DVD's and CD's, magneto opticals, flash drives, memory sticks, USB key drives, xD media, hard drives, external USB hard drives or other recording devices.

**Electronic breakdown** means any sudden and unforeseen physical damage to the *equipment* that does not arise from an external cause, provided:

- Such damage results from mechanical, electrical or electronic breakdown;
- You have fulfilled *your* obligations under any applicable maintenance agreement and complied with the manufacturer's recommendations for preventative maintenance; and
- Recovery of the *electronic data* is necessary to enable normal operations to continue.

**Included Territory** means any country or territory other than Afghanistan, Balkans, Belarus, Burma (Myanmar), Cote d'Ivoire, Cuba, Democratic Republic of Congo, Iran, Iraq, Democratic Peoples Republic of Korea (North Korea), Lebanon, Liberia, Libya, Rwanda, Sierra Leone, Sudan, Syria, Former Yugoslavia, or Zimbabwe

**Successful recovery** means that the supplier is able to recover 1% or more of the data from the original faulty *electronic data processing media*. However if the insured decides that the data is incomplete, not useful or in poor condition then there will be no charge by the supplier and no claim under this policy.

**Terrorism** has its generally accepted meaning, and includes, but is not limited to, war, hostilities, invasion, the use of force or violence on, or the threat of force or violence to, a person or group or class of persons, or to property, by one or more persons claiming to be connected with any group, organisation or government, or to be committed to a cause whether political, religious, ideological or similar purposes, including an intention to influence a government, or invoke fear.

**User** means a person or persons who with *your* approval will be a primary user of the *equipment*.

**You or your** refer to the insured named in the Insurance Certificate & Tax Invoice.

**Subrogation:** You must do all things reasonably required by the insurer or Protecsure so that the insurer will have the benefit of all rights of subrogation such as enforcing any right in *your* name. If the Insurer makes any recovery as a result of such action, you may only recover from the insurer any amount by which the amount recovered by the insurer exceeds the amount paid to you or on your behalf in relation to the *loss*.

**Notices:** All notices to be given to the insurer may be given to Protecsure. Notices given by the Insurer may be given by Protecsure. You should promptly notify Protecsure of a change of *your* address.

**Reasonable care:** You must take reasonable care to protect the *equipment* from *accidental damage* or *electronic breakdown*.

**Headings:** Headings are not to be considered in interpretation of this contract.

## GENERAL CONDITIONS

**Jurisdiction:** New South Wales law governs this contract and all proceedings must be commenced in that State.

**Assignment:** *Your* interest in this policy cannot be assigned. The insurer may assign its interest.