



Bupa Phone and Cyber Insurance

Product Disclosure Statement

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Welcome to Bupa Phone and Cyber Insurance

The insurance is designed to help protect a covered person

- against certain loss if their *mobile phone* is *accidentally damaged*, lost, or stolen; and/or
- by reimbursing them for certain *expenses*, *legal costs* and *stolen funds loss* if they experience online *identity fraud*.

The availability of this insurance is subject to eligibility criteria and the terms and conditions explained in this document.

Why it is important to read this Product Disclosure Statement

This Product Disclosure Statement (PDS) is designed to help any person considering this insurance decide if it is right for them and sets out its standard terms and conditions. Please read it carefully before making a decision regarding this insurance.

Please use the index to help navigate the policy wording. Certain terms have special meaning as explained in the 'Words with special meanings' section. Headings have been included for ease of reference in this PDS, but do not form part of any policy we issue.

Like all insurance, some limits, conditions and exclusions apply and can affect whether and how much *we* pay if *you* need to make a claim and *our* right to cancel the policy. *Our* rights are always subject to applicable law.

Please note, *you* must not, without obtaining *our* prior written consent (such consent not to be unreasonably withheld, delayed or conditioned):

- assign any benefits, rights or obligations under *your* policy; or
- enter into any agreement, make any admissions or take any action or step with another party:
 - where *you* are assuming a greater liability than would apply had *you* not done so; or
 - which prevents *you* (or *us*) from taking a recovery action for damages, indemnity or contribution from that other party *you* would have been entitled to.

If *you* do, it may adversely affect *your* rights to cover under the policy and/or allow *us* to cancel the policy where permitted by applicable law.

It's important to remember that any advice provided in this PDS is general in nature and doesn't take into account *your* individual circumstances.

For details of *your* rights under *Australian Consumer Law (ACL)* see this heading in 'Other important information'.

About Bupa

Bupa Phone and Cyber Insurance is distributed by Bupa HI Pty Ltd ABN 81 000 057 590 (Bupa), an authorised representative (no. 354269) of Zurich.

Bupa is not the insurer of this insurance. Bupa and any of its related corporations do not guarantee and are not liable to pay any of the benefits under this insurance.

The insurer has authorised Bupa to distribute this product.

In distributing the product, Bupa acts on behalf of the insurer and not on *your* behalf.

Bupa is not authorised to give *you* personal advice in relation to this insurance. Any advice given to *you* about this insurance will be of a general nature only and will not take account of *your* personal objectives, financial situation or needs. *You* will need to determine whether this insurance meets *your* needs.

Who is the insurer?

The insurer of this product is Zurich Australian Insurance Limited (ZAIL), ABN 13 000 296 640, AFS Licence Number 232507. In this document, ZAIL may also be expressed as 'Zurich' 'the insurer' or '*we*', '*us*' or '*our*'.

ZAIL is part of the Zurich Insurance Group, a leading multi-line insurer that serves its customers in global and local markets. The Zurich Insurance Group provides a wide range of general insurance and life insurance products and services in more than 210 countries and territories. Its customers include individuals, small businesses, and mid-sized and large companies, including multinational corporations.

About Likewise and BOXX Insurance

Likewise Services Pty Ltd ABN 23 090 918 399, AFSL 230163 (Likewise) acts on behalf of the insurer under a binder authority from the insurer which authorises it to issue, vary, dispose and administer this insurance on its behalf in accordance with the terms of the authority provided. It does not act for *you*.

Likewise is also authorised under the binder authority to provide claims handling and settling services under Part A: Your Mobile phone cover section on behalf of the insurer in accordance with the terms of the authority provided. It does not act for *you*.

BOXX Insurance Inc. (BOXX) is authorised under a service agreement with the insurer to provide claims handling and settling services in respect of Part B: Your Cyber cover section on behalf of the insurer in accordance with the terms of the service agreement. It does not act for *you*.

Need help?

If *you* are unsure or have any questions, need assistance with *your* policy, want to update *your* details or need help with making a claim or complaint, *you* can:

Call: 1300 556 721

Email: bupaphoneandcyber@likewise.com

Visit the website: <https://www.bupa.com.au/mobile-phone-cyber-insurance>

A quick look at the cover

Overview of what Bupa Phone and Cyber Insurance covers

Subject to the terms, conditions and exclusions (including *excess*, limits and any *waiting period*) this insurance, Bupa Phone and Cyber insurance is designed to provide two types of cover:

Part A: Mobile phone cover

This cover protects under the:

- *Individual plan*, one (1) *mobile phone* for *you* and
- *Household plan*, one (1) *mobile phone* per person for *you* and up to three (3) *family members* (a maximum of four (4) people in total),

against *accidental damage*, loss or theft of the *mobile phone* which happens during the *period of insurance*.

We will at *our* option replace (may be refurbished or the closest equivalent model available in Australia, but never an older or lower-specifications model; colour may vary depending on availability) *your mobile phone* (or its *screen*) or in specified cases, instead provide *you* with a *settlement* for the *market value* at the time the claim is lodged.

We do not reimburse *you* if *you* purchase a replacement *screen* or *mobile phone*.

Part B: Cyber cover

This helps *you* or *your* household recover from *identity fraud* by reimbursing *you* for *expenses* and *legal costs*. It also covers *you* if *you* are impacted by *stolen funds loss*.

The tables below give *you* an overview of what's included under each type of plan and what each cover provides, including key limits, *excesses* and any *waiting period* that apply.

Part A: Mobile phone cover summary

	Individual plan	Household plan
<i>Registered mobile phones covered</i>	One (1) subject to limits below	Up to four (4) subject to limits below
Mobile phone covered events - each event is treated as a separate 'claim' for excess and limit purposes		
Screen replacement	✓	✓
Other accidental damage	✓	✓
Lost <i>mobile phone</i>	✓	✓
Stolen <i>mobile phone</i>	✓	✓

Part B: Cyber cover summary

	Individual plan	Household plan
Individuals covered	One (1) subject to limits below	<i>Family members</i> subject to limits below
Cyber cover - <i>expenses</i> and <i>legal costs</i> for items 1 to 5 and <i>stolen funds loss</i> for item 6		
1. Online ID Theft	✓	✓
2. Theft of Financial Credentials	✓	✓
3. Computer Crime and Forgery	✓	✓
4. Data Breach	✓	✓
5. Stolen Identity Event	✓	✓
6. Stolen funds	✓	✓

No insurance is provided in relation to the interest of any persons other than *you* unless *we* expressly state otherwise in the policy terms.

Key limits (annual limits, claim limits, sub-limits)

Limits that apply to Part A: Mobile phone cover (for each of the *individual plan* and the *household plan*):

Individual plan	Household plan
No more than two (2) claims per <i>period of insurance</i> . Of these, only one (1) claim may be for the loss or theft of a <i>mobile phone</i> .	No more than four (4) claims in total by all persons combined per <i>period of insurance</i> (not per covered person). Of these, only two (2) claims may be for the loss or theft of a <i>mobile phone</i> . If more than one (1) <i>mobile phone</i> is affected by a single event, a separate claim applies in relation to each <i>mobile phone</i> for that event. Each claim will count towards <i>your</i> claim limits.
Up to a maximum of \$3,500 (incl GST) per claim.	Up to a maximum of \$3,500 (incl GST) per <i>mobile phone</i> , per claim.

Limits that apply to Part B: Cyber cover (for each of the *individual plan* and the *household plan*):

Individual plan	Household plan
Cyber cover – <i>expenses</i> and <i>legal costs</i> for items 1 to 5 and <i>stolen funds loss</i> for item 6.	<i>Aggregate limit of liability</i> : \$10,000 per <i>period of insurance</i> .
1. Online ID Theft 2. Theft of Financial Credentials 3. Computer Crime and Forgery 4. Data Breach 5. Stolen Identity Event	Maximum of \$10,000 per <i>period of insurance</i> .
6. Stolen funds	Sublimit: \$5,000 per <i>period of insurance</i> included in overall <i>aggregate limit of liability</i> .

Household plan	
Cyber cover – <i>expenses</i> and <i>legal costs</i> for items 1 to 5 and <i>stolen funds loss</i> for item 6.	<i>Aggregate limit of liability</i> : \$30,000 per <i>period of insurance</i> .
1. Online ID Theft 2. Theft of Financial Credentials 3. Computer Crime and Forgery 4. Data Breach 5. Stolen Identity Event	Maximum of \$30,000 per <i>period of insurance</i> .
6. Stolen funds	Sublimit: \$10,000 per <i>period of insurance</i> included in overall <i>aggregate limit of liability</i> .

Excesses that apply

Part A: Mobile phone cover excess:

Market value of your mobile phone at time claim lodged with us	<\$750	\$750-\$1,749	\$1,750-\$2,499	\$2,500+
Excess that applies based on type of claim				
Screen replacement	\$49	\$49	\$49	\$99
Other accidental damage	\$49	\$149	\$249	\$299
Lost or Stolen <i>mobile phone</i>	\$99	\$249	\$399	\$449

Part B: Cyber cover excess:

There is a \$100 excess per claim payable under this policy.

Waiting period

Waiting period that applies to Part A: Mobile phone cover only:

Lost or stolen <i>mobile phone</i>	No cover for the loss or theft of a <i>mobile phone</i> that occurs during the 30-day period starting from the later of: <ul style="list-style-type: none"> policy start date (but not any renewal start date); and date of <i>registration</i> of the <i>mobile phone</i> during any <i>period of insurance</i> (including any renewal).
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Eligibility requirements

To qualify for the policy, the criteria below need to be met.

General eligibility (applies to both plans)

- *you* must be an Australian resident receiving this PDS in Australia.
- *you* must be 18 years or older.

Individual plan

- *you* must only want cover for one (1) individual and *mobile phone*.
- *you* must own the *mobile phone* *you* wish to insure.
- *you* must *register* the *mobile phone* when applying.

Household plan

- *you* must want cover for more than one (1) individual and *mobile phone* and not more than four (4) individuals or *mobile phones*.
- each *mobile phone* to be covered must be owned by either *you* or a *family member*.
- *you* must register at least one (1) *mobile phone* when applying, and *you* can *register* up to three (3) more *mobile phones* at that time or later. Note no *mobile phone* is covered until *registered*.
- any *family member* as defined in *your* policy for Cyber cover.

Mobile phone eligibility

Each *mobile phone* to be eligible for cover must meet all the following criteria:

- purchased from an *Australian retailer*.
- a genuine *mobile phone* from an *OEM*. *Mobile phones* that are not genuine, such as imitations or copies of *OEM mobile phones* are not covered. Claims for a *non-genuine mobile phone* will be declined and the *mobile phone* will be returned to *you*. We reserve the right to recover from *you* the full cost of any replacement *mobile phone* which we may have provided.
- free of previous *accidental damage* for which a claim can be made under *your* policy (such as cracked screen or liquid damage).
- have a *proof of purchase*.
- must not have been *registered* under a cancelled Bupa Phone and Cyber Insurance policy.

How to register your mobile phone(s)

To *register a mobile phone* for cover under *your* policy *you* must provide the following to *us* on application for cover or after application during the *period of insurance* by going online at <https://www.bupa.com.au/mobile-phone-cyber-insurance> or by calling *us* on 1300 556 721 for each phone to be covered:

- the make of the *mobile phone*;
- the model name; and
- the *IMEI number* – *you* can obtain this by entering **#06#* on *your mobile phone* keypad or checking device settings.

Subject to any *waiting period* which applies and the other policy terms and conditions, only *mobile phones registered* during the *period of insurance* are covered from the time of *registration* and can be claimed under the policy. We suggest registering all *your mobile phones* during *your* application to make claiming easier.

Your duty to take reasonable care not to make any misrepresentations

Before *you* enter, vary or renew this insurance policy with *us*, *you* have a duty to answer honestly and take reasonable care not to make any misrepresentations.

What does this mean?

This means *you* need to take reasonable care to provide honest, accurate and complete answers to any questions that *we* ask. This includes:

- checking the information, *we* give *you* when *you* apply for, renew or change this policy; and
- letting *us* know if anything's changed or is inaccurate or incomplete for *yourself* and anyone else that *you* want to be covered under the policy.

If *you* don't correct the information, *we'll* take it that *you* agree with the information and that *your* answers are current, accurate and complete.

Why is this important?

We rely on *your* answers and information to decide whether *we* can insure *you*, on what terms and for what *premium*.

It's also important to understand that when *you* answer *our* questions, *you're* answering for *yourself* and anyone else to whom the questions apply.

If *you* aren't sure about the answers or the accuracy or completeness of the information, *you* should take the time to find out before giving a response.

If *you* don't take reasonable care in answering *our* questions or correcting the information, *you* may breach *your* duty. If that happens, *your* policy may be cancelled, or treated as if it never existed, and any claim may be denied or not paid in full.

If any question or information isn't clear to *you* and *you* need help, *you* can visit <https://www.bupa.com.au/mobile-phone-cyber-insurance> to arrange to speak to one of *our* friendly team members.

Important qualifications and considerations

It's important to know that *your* cover has certain limits (these are the maximum amounts the policy will pay), exclusions (what's not covered), and conditions (rules *you* need to follow). These details can affect whether the policy continues, whether a claim is paid and if payable, how much *you* receive, subject always to applicable law.

For a full explanation please read this PDS, and *your Certificate of Insurance (COI)* and any other documents forming *your* policy.

How to apply

You can apply for this policy by either visiting <https://www.bupa.com.au/mobile-phone-cyber-insurance> or calling Bupa on 1300 556 721.

Understanding your policy

How we confirm issue of this insurance and our agreement

Where *we* agree to issue this insurance, *we* do so based on *your* payment or agreement to pay the premium and confirm *our* agreement with *you* by issuing a *Certificate of Insurance (COI)* which contains details *we* have recorded specific to *you*. This PDS, the *COI* and any Supplementary PDS or other agreed endorsements (which might change the standard terms of this document) form *your* agreement with *us* (called the "policy").

Please keep these documents in a safe place.

We reserve the right to change the terms of this product where *we* are permitted and/or required to do so by law.

Your period of insurance

This is the period of *your* policy. The *period of insurance* is 12 months unless ending earlier in accordance with the policy terms.

It starts either:

- on the date *we* accept *your* initial application; or
- (if *your* policy is renewed – see below) the *renewal date* shown on *your* yearly renewal notice.

Each renewal starts a new *period of insurance*.

Note that no cover for any *mobile phone* starts during the *period of insurance* until it is *registered* (subject to any *waiting period* and the other policy terms and conditions).

Renewing your policy

Before *your* policy expires, *we'll* usually send *you* a renewal offer at least 14 days before *your* policy's *renewal date*. This offer will include details of *your premium* and *excess(es)*, the information *you've* previously provided, and any proposed changes to *your* policy terms.

If *you* receive a renewal offer, please check that the proposed terms (including the amounts insured/limit(s) and *excess(es)*) remain appropriate for *you* and that the information remains up to date and is accurate. If not, let *us* know before the expiry date of *your* policy and *we* will consider this new information and whether the renewal offer can still be made and what changes may be required to the terms, including premium. Remember *you* must meet *your* duty to take reasonable care not to make a misrepresentation (see page 5 of this PDS for details). If *you* don't *you* may breach *your* duty. If that happens, *your* policy may be cancelled, or treated as if it never existed, and any claim may be denied or not paid in full.

If *you* choose not to renew, or need to provide further information or request changes, please go online to do so at <https://www.bupa.com.au/mobile-phone-cyber-insurance> or call *us* on 1300 556 721 at least 2 business days before *your renewal date*.

If *we* don't hear from *you*, *we'll* automatically renew the policy and deduct or charge the renewal *premium* from *your* nominated account, debit, or credit card.

This PDS (together with any Supplementary PDS) will also apply for any offer of renewal *we* make, unless *we* tell *you* otherwise or issue *you* with new and updated documents.

You also have a 14 day cooling-off period after *your* policy renews. During this time, *you* can cancel *your* policy by going online at <https://www.bupa.com.au/mobile-phone-cyber-insurance> or by calling *us* on 1300 556 721 and receive a refund of the *premium* paid (see 'Your 14-day cooling off period' on the following page). *You* can still cancel *your* policy after the cooling-off period, please see the 'Cancelling *your* policy' section of this PDS for details.

We are not obliged to offer renewal terms. If *we* don't offer to renew *your* policy, *we'll* send *you* a notice to let *you* know.

Your 14-day cooling off period

You may cancel *your* policy by advising us within 14 days from the start date of *your* policy by going online at <https://www.bupa.com.au/mobile-phone-cyber-insurance> or by calling us on 1300 556 721, provided that you have not exercised any of *your* rights or powers under the policy (for example, if you made a claim). This also applies to any renewal. If *you* cancel during the cooling off period *we* will provide *you* with a full refund of any premium paid for the policy less any government charges, taxes or duties *we* cannot recover.

In addition to *your* cooling off period, *you* can cancel *your* policy at any time. *We* can cancel where permitted by law. See 'Cancelling your policy' on page 19 for more details.

What this insurance covers

The following sets out the standard cover provided and the other applicable standard terms and conditions (including exclusions, excess(es), limits and any *waiting period*). Where *you* are issued with a policy, *your* policy will comprise other documents such as *your COI* which may amend these standard terms.

Where an exclusion applies or another policy term or condition is not met, *we* may refuse and/or reduce what *we* pay in relation to a claim and/or cancel *your* policy, subject to applicable law.

Part A: Your mobile phone cover

What we cover

Cover under this section provides protection for the following events that occur during the *period of insurance* and anywhere in the world:

- *accidental damage to your mobile phone screen* only (referred to as 'screen replacement'); or
- *accidental damage to your mobile phone* where the *accidental damage* affects more than its *screen* (referred to as 'other accidental damage'); or
- loss or theft of the *mobile phone* (referred to as 'lost' or 'stolen').

Each of the above are referred to as a 'covered event' in relation to the Part A cover of *your* policy and are relevant in determining what limits apply and what excess applies (which are discussed further below). A '*waiting period*' may apply in relation to loss or theft of *mobile phone* as explained below.

Subject to the other terms and conditions of *your* policy, *we* will:

- for screen replacement, replace *your screen*;
- for other *accidental damage* or loss or theft of *mobile phone*, replace *your mobile phone*.

Replacements may be *refurbished* or the closest equivalent model available in Australia, but never an older or lower-specifications model. Colour may vary depending on availability.

If *your mobile phone* is *accidentally damaged* or lost or stolen while *you* are overseas, *we'll* replace it for *you* after *you* return to Australia.

However, if it is not reasonably possible for *us* to provide *you* with a replacement within a reasonable time and at a reasonable cost, *we* will instead provide *you* with a *settlement* equal to the *market value* of *your mobile phone* immediately before the time of the covered event.

In determining whether replacement is reasonably possible, *we* will act reasonably having regard, at the time *you* submitted *your* claim to the availability of parts or replacement devices in Australia within a reasonable time frame and at a reasonable cost.

You can ask *us* for reasons behind *our* decision.

For every replaced *mobile phone screen* or *mobile phone* *we* provide, *you'll* receive a *limited warranty* (see page 16).

Where *we* replace a *screen*, *we* use genuine *OEM* parts where reasonably available and at a reasonable cost in Australia.

When *you* make a claim, *we* may conduct an assessment to determine if the condition of *your mobile phone* matches with the information *you* provided at the time *you* submitted *your* claim. If *you* have submitted an *accidental damage screen* only claim and *we* identify that there is additional *accidental damage* to *your mobile phone* (i.e. in addition to damage to the *screen*) *we'll* give *you* the option of changing *your* claim to *other accidental damage*. If *you* choose to change, *you'll* need to pay the difference in *excess*.

Where *we* assess that it is appropriate to do so, *we* may offer *you* the option of an advanced exchange replacement *mobile phone* as described at page 9.

We may send to *you* an e-parcel code or a satchel so that *you* can send *your mobile phone* to *us*. Where *your mobile phone* is stolen or lost, *we* will require *you* to provide evidence of this, as outlined in the 'Making a claim' section of this PDS.

We only cover a genuine *mobile phone* from an *OEM*. Claims for a *non-genuine mobile phone* will be declined and the *mobile phone* will be returned to *you*. *We* reserve the right to recover from *you* the full cost of any replacement *mobile phone* which *we* may have provided.

Below are some example claim scenarios to assist *your* understanding of the cover. Each is by way of illustration only and they do not cover all possible scenarios. Each claim is assessed individually according to the policy terms and conditions.

Example Scenario 1 claim for accidental damage to screen only:

Sarah accidentally drops her *mobile phone* on a tiled floor and the *screen* shatters. The *mobile phone* otherwise continues to function and there is no other *accidental damage* to the *mobile phone*.

Sarah visits the Bupa Phone and Cyber Insurance site and chooses to lodge a claim for *screen* replacement.

She provides her correct policy details, *proof of purchase*, *mobile phone* details, and confirms there is no additional *accidental damage* to the *mobile phone*.

We determine the *market value* of the *mobile phone* at the time of claim assessment, which is used to calculate the applicable *excess*. Sarah selects the available mail-in option and provides the required *excess* payment details and returns the *mobile phone* to *us* in accordance with the policy return terms and conditions.

Once we receive the *mobile phone*, we confirm the information provided, inspect the *mobile phone* and determine it needs replacement. We determine it is reasonably possible to provide a replacement screen under the terms and replace the damaged screen using genuine *OEM* parts. The *mobile phone* is returned to Sarah and comes with a *limited warranty* for the replaced *screen*.

Example Scenario 2 ‘other accidental damage’ to mobile phone (where the accidental damage affects more than its screen):

David accidentally drops his 6-month-old *mobile phone*, and the *screen* is cracked and other parts of the *mobile phone* damaged causing it to malfunction.

David lodges a claim on the Bupa Phone and Cyber Insurance site for *accidental damage to mobile phone* (where the *accidental damage* affects more than its *screen*).

He provides his correct policy details, *proof of purchase* and *mobile phone* details.

We assess the claim and determine the *market value* of the *mobile phone* at the time of claim assessment, which is used to calculate the applicable *excess*.

He selects the available mail-in option and provides the required *excess* payment details and returns the *mobile phone* to *us* in accordance with the policy return terms and conditions.

Once we receive the *mobile phone*, we confirm the information provided, inspect the *mobile phone* and determine it needs replacement. We determine it is reasonably possible to provide a replacement under the terms and send him the closest equivalent model available in Australia (but not an older or lower-specifications model). The replacement *mobile phone* comes with a *limited warranty*.

Example Scenario 3 ‘loss or theft of mobile phone’:

Emily’s *mobile phone* is stolen while she is traveling outside Australia.

Emily immediately contacts her *service provider* to block her *mobile phone’s IMEI number* and reports the theft to local police, obtaining a report number. On returning to Australia, she submits a claim with theft supporting documents requested by *us* under her policy.

We assess the claim and confirm that cover applies, that the *IMEI number* has been blocked and that a police report has been provided. We determine the *market value* of the *mobile phone* at the time of claim, which is used to calculate the applicable *excess*.

Once the *excess* is paid, we determine it is reasonably possible to provide a replacement *mobile phone* under the terms and provide her with the closest equivalent model available in Australia (but not an older or lower-specifications model). Emily is informed that the replacement *mobile phone* comes with a *limited warranty* and that if the original *mobile phone* is ever found, it must be returned to *us*.

Limits of cover – Part A

This cover section is subject to the below limits.

Individual plan	Household plan
No more than two (2) claims per <i>period of insurance</i> . Of these, only one (1) claim may be for the loss or theft of a <i>mobile phone</i> .	No more than four (4) claims in total by all persons combined per <i>period of insurance</i> (not per covered person). Of these, only two (2) claims may be for the loss or theft of a <i>mobile phone</i> .
Up to a maximum of \$3,500 per claim.	Up to a maximum of \$3,500 per <i>mobile phone</i> , per claim.

Conditions of cover – Part A

1. Waiting period

No cover for loss or theft of a *mobile phone* claim that occurs during the 30-day period starting from the later of:

- policy start date (but not any renewal start date); and
- date of registration of the *mobile phone* during any *period of insurance* (including any renewal).

2. Excesses

Please refer to the table shown in the section ‘Excesses that apply’ on page 4 of this PDS.

3. Advanced exchange

Where *your* claim is:

- an ‘other accidental damage’ claim;
- we accept the claim based on the information provided; and
- we agree to provide a replacement *mobile phone* under the policy terms,
- then if *you* agree to provide the pre-authorisation amount explained below, we will send *you* a replacement *mobile phone* prior to *you* providing us with *your* insured *mobile phone*.
- By agreeing to the pre-authorisation, *you* authorise us to charge *your* debit or credit card for an amount up to the pre-authorized amount if the circumstances described below occur. This pre-authorisation is a temporary hold, and no *funds* will be taken from *your* account unless one of those circumstances occurs.
- We may charge up to the pre-authorized amount if *you*:
- do not return *your mobile phone* as agreed; or
- decide not to proceed with the claim and not return the replacement *mobile phone* provided by us in the same condition in which it was provided within 10 days or such reasonable period we agree to (such agreement will not be unreasonably withheld).

Any amount we charge will reasonably reflect the cost we incur as a result of *your* failure to return *your mobile phone*, or the return of the replacement mobile phone in a condition other than that in which it was provided.

When we either receive *your mobile phone* or the replacement *mobile phone* in the required condition, we will release the pre-authorisation on *your* debit/credit card. *Your* financial institution may take a few business days to reflect the release on *your* statement.

Exclusions of cover – Part A

The policy does not provide cover:

1. if *your mobile phone* claim is for loss or theft of a *mobile phone* during the 30-day period starting from the later of:
 - (a) policy start date (but not any renewal start date); and
 - (b) date of *registration* of the *mobile phone* during any *period of insurance* (including any renewal).
2. if *your mobile phone* is not an *OEM mobile phone* device - *mobile phones* that are not genuine, such as imitations or copies of *OEM* mobile phones are not covered.
3. for *mobile phones* not owned in *your* name; or for which *you* can't provide *proof of purchase*.
4. for any lost, stolen, or damaged *mobile phone* accessories, even if they were lost, stolen or damaged along with a *mobile phone* covered under this policy.
5. any damage or loss that results from any electronic virus or relates to software malfunction.
6. if *you* leave *your mobile phone* unattended in a *public place* or a workplace.
7. theft or attempted theft of *your mobile phone* from an unlocked vehicle (for example, a car, campervan or motorhome), water vessel (for example, a boat or jet ski) or private residence unless at the time of the theft or attempted theft *you* are in the vehicle, water vessel or private residence.
8. theft or attempted theft of *your mobile phone* from an unattended vehicle (for example, a car, campervan or motorhome) or water vessel (for example, a boat or jet ski) unless *your mobile phone*:
 - (a) is in a *concealed storage compartment*, the vehicle or water vessel is securely locked, and all security systems are activated; and
 - (b) there is clear evidence of forced entry.
9. for any damage from *wear and tear*.
10. for any damage from a *manufacturer's* recall, design flaw, programming or system configuration error.
11. if *your mobile phone* has damage due to misuse or failure to follow the *manufacturer's* instructions.

12. for any damage resulting from *your* abuse, misuse, or introduction of foreign objects into *your mobile phone*, or modifications or alterations to *your mobile phone*.
13. if *your mobile phone's IMEI number* has been removed, defaced or altered.
14. for any physical damage caused by malware or relating to software or data stored on *your mobile phone*.
15. any loss or damage resulting from intentional acts or omissions by *you* (or someone acting for *you*), including wilfully damaging, destroying or misplacing *your mobile phone*.
16. any loss or damage resulting from *your mobile phone* being lawfully seized, repossessed, or taken under any legal process.
17. for repair, replacement, or a *settlement* for the same *mobile phone* if *you* have already received compensation for it from another insurer.
18. for any costs or charges covered by the supplier, distributor, *manufacturer* or repairer under warranty or *Australian Consumer Law*.
19. repair or replacement of *your mobile phone*, resulting from anything other than *your mobile phone* being *accidentally damaged*, lost or stolen as covered by *your* policy.
20. call or data charges incurred on any temporary replacement *mobile phone*.
21. any data, software, applications or games stored on *your mobile phone*, memory card or other storage devices used with the *mobile phone*.
22. any indirect or consequential loss of any kind, including loss of use, loss of income, loss of profits, or business interruption.

Part B: Your Cyber cover

Cover under this section provides reimbursement of *expenses* and *legal costs* if *you* experience online *identity fraud* and cover for *stolen funds loss* (in each case up to the limits shown in *your* policy), during the *period of insurance*.

1. Online ID Theft

In the event of *your* online *personal information* being stolen and used to access *your digital assets* or *money* without *your* permission, we'll reimburse *you* for the *expenses* and *legal costs* incurred as a direct result of this, provided the event occurs during the *period of insurance*.

This example shows how a claim for 'Online ID Theft' could work in practice. It is by way of illustration only. Each claim is assessed individually according to the policy terms.

Example of a scenario for 'Online ID Theft':

Sarah was checking her emails when she received one that looked like it came from her bank. Trusting its appearance, she clicked the link and entered her banking details into the website provided. Only to discover later it was a cleverly disguised phishing site. Soon after, Sarah noticed strange activity on her account: unauthorised transactions and failed login attempts.

Realising something was wrong, Sarah contacted her bank to report the incident, blocked her card, and changed her passwords. To ensure the situation was documented, she notified the police within 24 hours and received a police report.

Sarah then filed a claim with BOXX, attaching all the necessary documents, including the police report. She continued to stay vigilant, monitoring her credit report for any signs of further fraud.

After reviewing her claim, BOXX reimbursed Sarah for the *expenses* and *legal costs* she incurred. This included credit report fees, notary charges, wages lost while resolving the incident, and consultation fees with a lawyer.

2. Theft of Financial Credentials

In the event of *your* online banking details, digital payment accounts, or electronic investment information being stolen and used to take *your funds* or any form of *electronic data*, We'll reimburse *you* for the *expenses* and *legal costs* incurred by *you* as a direct result of this, provided the event occurs during the *period of insurance*.

This example shows how a claim for 'Theft of Financial Credentials' could work in practice. It is by way of illustration only. Each claim is assessed individually according to the policy terms.

Example of a scenario for 'Theft of Financial Credentials':

David thought he was installing a routine software update on his computer, but it turned out to be malware in disguise. Unbeknownst to him, the malware recorded his online brokerage credentials. Shortly after, David's account was accessed and *funds* were transferred out.

David contacted his bank and brokerage to halt any further losses. He also removed the malware from his computer to prevent more damage. Within 24 hours, David reported the theft to the police and obtained a police report.

To recover his losses, David submitted a claim to BOXX, including all necessary evidence and documentation. He also kept a close eye on his credit report for any signs of ongoing fraud.

After reviewing his claim, BOXX reimbursed David for his *expenses* and *legal costs*. This covered legal advice, fees for credit reports, costs to recover his account, and wages lost while dealing with the incident.

3. Computer Crime and Forgery

In the event of an unauthorised person fraudulently altering *your* electronic payment instructions, cheques, or other payment documents where this results in *funds* being taken from *your* account, either by deception or by an unauthorised person pretending to act as *your* authorised representative during the *period of insurance*, we'll reimburse *you* for the *expenses* and *legal costs* incurred by *you* as a direct result of this.

This example shows how a claim for 'Computer Crime and Forgery' could work in practice. It is by way of illustration only. Each claim is assessed individually according to the policy terms.

Example of a scenario for 'Computer Crime and Forgery':

Maria was in the process of settling her property sale and awaiting instructions from her solicitor. A cybercriminal intercepted and altered the solicitor's payment instructions, tricking Maria into transferring money from her own account to the criminal's account.

Maria's solicitor quickly spotted the issue and informed Maria who immediately contacted her bank to try to stop the transfer, reported the incident to the police, and submitted a claim to BOXX Insurance, including all relevant communications and records.

BOXX carefully reviewed Maria's claim and reimbursed her for *expenses* and *legal costs*, such as fees for legal advice, document preparation, lost wages for time spent resolving the issue, and investigative costs.

4. Data Breach

In the event of *your* personal or account details being stolen or misused due to a *data breach* during the *period of insurance*, we'll reimburse *you* for the *expenses* and *legal costs* incurred by *you* as a direct result of this.

This example shows how a claim for 'Data Breach' could work in practice. It is by way of illustration only. Each claim is assessed individually according to the policy terms.

Example of a scenario for 'Data Breach':

John's personal details were compromised during a *data breach* at a retailer. Soon after, he became the target of phishing emails and discovered several unwanted subscriptions had been set up in his name.

John changed all his passwords, enabled multi-factor authentication, and cancelled the fraudulent subscriptions. He promptly reported the breach and misuse of his information to the police and then filed a claim with BOXX.

BOXX reviewed John's claim and reimbursed him for *expenses* and *legal costs*. This included fees for credit monitoring, legal advice, lost wages from dealing with the issue, and any document costs needed to resolve the misuse.

5. Stolen Identity Event

In the *event* of an unauthorised person, stealing and using *your personal information* due to a *stolen identity event* arising from internet use, during the *period of insurance*, we'll reimburse *you* for the *expenses* and *legal costs* incurred by *you* as a direct result of this.

This example shows how a claim for 'Stolen Identity Event' could work in practice. It is by way of illustration only. Each claim is assessed individually according to the policy terms.

Example of a scenario for 'Stolen Identity Event':

Maria's personal data was compromised in a hack, and a fraudster used her information to open a credit card and a *mobile phone* contract in her name.

To limit the damage, Maria quickly reported the fraud to her credit providers and placed a freeze on her credit report. She notified the police and submitted a claim to BOXX. Throughout the process, Maria monitored her credit for any further suspicious activity and kept in close contact with the authorities.

BOXX reviewed Maria's claim and reimbursed her for *expenses* and *legal costs*. This included fees for credit reports and freezing services, legal advice, lost wages while resolving the incident, and the costs of replacing her identification documents.

6. Stolen Funds

In the event of a *stolen funds loss* during the *period of insurance*, where the *stolen funds* are irrecoverable, we will reimburse *you* for up to the limit shown in *your* policy.

The limit of liability for *stolen funds loss* is not in addition to the overall *aggregate limit of liability* but included within it.

This example shows how a claim for 'Stolen Funds' could work in practice. It is by way of illustration only. Each claim is assessed individually according to the policy terms.

Example of a scenario for 'Stolen Funds':

Mark was contacted by someone claiming to be a financial advisor and, trusting their advice, transferred \$7,000 to the individual. Soon after, Mark realised he had fallen victim to a scam. His bank managed to recover \$1,500, but \$5,500 remained lost.

Mark reached out to his bank, reported the scam to the police, and filed a claim with BOXX for the unrecovered *funds*.

BOXX reviewed Mark's claim and reimbursed him for up to \$5,000 of the irrecoverable amount, according to the sublimit.

Limits of cover - Part B

Individual plan	
Cyber cover – <i>expenses and legal costs</i> for items 1 to 5 and <i>stolen funds loss</i> for item 6.	<i>Aggregate limit of liability: \$10,000 per period of insurance.</i>
1. Online ID Theft	Maximum of \$10,000 <i>per period of insurance.</i>
2. Theft of Financial Credentials	
3. Computer Crime and Forgery	
4. Data Breach	
5. Stolen Identity Event	Sublimit: \$5,000 <i>per period of insurance</i> included in overall <i>aggregate limit of liability.</i>
6. Stolen funds	

Household plan	
Cyber cover – <i>expenses and legal costs</i> for items 1 to 5 and <i>stolen funds loss</i> for item 6.	<i>Aggregate limit of liability: \$30,000 per period of insurance.</i>
1. Online ID Theft	Maximum of \$30,000 <i>per period of insurance.</i>
2. Theft of Financial Credentials	
3. Computer Crime and Forgery	
4. Data Breach	
5. Stolen Identity Event	Sublimit: \$10,000 <i>per period of insurance</i> included in overall <i>aggregate limit of liability.</i>
6. Stolen funds	

Conditions of cover - Part B

Excess

Please refer to the table shown in the section ‘Excesses that apply’ on page 4 of this PDS.

Exclusions of Cover - Part B

This policy does not provide cover to *you* for *expenses and legal costs* or for *stolen funds loss*:

1. directly or indirectly related to errors or omissions in:
 - (a) inputting data into any *computer system*;
 - (b) processing data by any *computer system*; or
 - (c) manual or electronic processing of any output from a *computer system*.
2. directly or indirectly related to the voluntarily surrendering of any *access device* by *you*, in whole or in part, to any person or entity.
3. from clerical errors initiated by a financial institution or its employees (unless due to fraud by its employees).
4. from any pre-authorized transfers to or for the benefit of a financial institution or to another account *you* own.
5. for any potential income not realised by *you*.
6. except cover for *stolen funds loss* up to the applicable sublimit of liability, this policy does not cover and will not reimburse *you* for *stolen funds* or other direct financial losses.
7. not reported to *us* within ninety (90) days of the *date of discovery*.
8. arising out of *your* business pursuits.
9. incurred from financial performance of investments or financial products.
10. of or relating to regulated and unregulated digital currency, including but not limited to cryptocurrency or non-fungible tokens.
11. arising from any lottery, gambling or a game of chance.
12. incurred in the recovery or attempted recovery of *stolen funds* or other financial losses, nor for actual financial losses that *you* can recover from a financial institution(s).

What your policy does not cover

General exclusions applying to Part A: Your mobile phone cover and Part B: Your Cyber cover.

The policy does not cover (subject to applicable law) any claim arising directly or indirectly from:

1. any loss or damage that existed, originated or occurred before *your* policy started.
2. any loss or damage caused by fraudulent, dishonest or criminal acts by *you*, *your family members*, or anyone acting on *your* behalf or with *your* consent or connivance.
3. bodily injury or personal injury, including mental or psychological injury.
4. *war* or *cyber war*, invasion, acts by foreign enemies, or warlike actions, whether or not *war* is declared.
5. civil unrest such as rebellion, revolution, insurrection or riots that amount to an uprising, and any military or seized power.
6. *act of terrorism*.
7. any government or public authority ordering confiscation, nationalisation, requisition, damage or destruction of property (unless to help prevent further damage).
8. use of chemical, biological, bio-chemical or electromagnetic weapons.
9. radioactive events, or the use, existence, or escape of nuclear fuel, materials, waste, or nuclear reactions (fission or fusion).
10. any loss or damage directly or indirectly arising out of utility outages, not otherwise covered under this policy.

Further, the policy does not cover any loss, theft, damage, *legal costs*, *expenses* or stolen *funds* that result from actions taken to control, prevent, suppress, retaliate against or respond to any of the events listed above.

Policy limits and excesses

Part A: Mobile phone cover - claim limits

Your policy comes with limits on how many times and how much *you* can claim each *period of insurance*. Each claim will count towards *your* claim limits.

Individual plan

If *you* have an *individual plan*, *you* can make up to two (2) claims in any *period of insurance*.

Of these two claims, only one (1) claim per *period of insurance* can be for a lost or stolen *mobile phone*.

For each of the two (2) claims, the maximum amount we'll pay is \$3,500 (including GST) per claim.

Household plan

If *you* have a *household plan*, a maximum of four (4) claims in total can be made in any *period of insurance* by all persons covered by the plan combined (not by each covered person).

Of these four (4) claims, only two (2) claims per *period of insurance* can be for a lost or stolen *mobile phone*. The other two (2) claims can, for example, be for screen replacement or other accidental damage.

If more than one (1) *mobile phone* is affected by a single event, a separate claim applies in relation to each *mobile phone* for that event. Each claim will count towards *your* claim limits.

The most we'll pay for each claim is \$3,500 (including GST) for each *mobile phone*.

Part B: Cyber cover - claim limits

If *you* reach *your* claim limits for Part A of the policy in a *period of insurance*, *you* may still have cover available under Part B: Cyber cover of this policy and must continue to pay *premiums* (unless *you* or *we* cancel the policy).

Your full claim limits will reset at the end of each *period of insurance*.

Cyber cover limits of liability

The maximum amount we will pay for each type of cover under Part B of this policy is listed in the table below.

Individual plan	
Cyber cover – <i>expenses and legal costs</i> for items 1 to 5 and <i>stolen funds loss</i> for item 6.	<i>Aggregate limit of liability: \$10,000 per period of insurance.</i>
1. Online ID Theft	Maximum of \$10,000 per <i>period of insurance</i> .
2. Theft of Financial Credentials	
3. Computer Crime and Forgery	
4. Data Breach	
5. Stolen Identity Event	
6. Stolen funds	Sublimit: \$5,000 per <i>period of insurance</i> included in overall <i>aggregate limit of liability</i> .

Household plan	
Cyber cover – <i>expenses and legal costs</i> for items 1 to 5 and <i>stolen funds loss</i> for item 6.	<i>Aggregate limit of liability: \$30,000 per period of insurance.</i>
1. Online ID Theft	Maximum of \$30,000 per <i>period of insurance</i> .
2. Theft of Financial Credentials	
3. Computer Crime and Forgery	
4. Data Breach	
5. Stolen Identity Event	
6. Stolen funds	Sublimit: \$10,000 per <i>period of insurance</i> included in overall <i>aggregate limit of liability</i> .

The *aggregate limit of liability* shown in the *COI* and outlined above, is the most we will pay for any loss, during any one *period of insurance* from all events first discovered during the *period of insurance*, regardless of the number of individuals covered by this policy.

The maximum we pay for *stolen funds loss* under the *individual plan* is \$5,000 and under the *household plan* is \$10,000, in each case per *period of insurance*.

Excesses that apply

Part A: Mobile phone cover excess

Please refer to the table shown in the section 'Excesses that apply' on page 4 of this PDS.

Part B: Cyber cover excess

Please refer to the 'Excesses that apply' section on page 4 of this PDS.

Excess on multiple claimable events

If *you* are eligible to claim on both Part A: Mobile phone cover and Part B: Cyber cover, *you* will be required to pay the applicable excess for both scenarios.

For example, if *you* have *your mobile phone* stolen which is valued at \$3,500, and this leads to *identity theft*, *you* will be required to pay the \$449 excess for *your mobile phone* plus the \$100 excess payable for a Cyber cover claim.

Your obligations and conditions of your cover

There are some things *you* must do under this policy.

Reasonable steps

You must take reasonable steps to prevent and mitigate loss covered under the policy. If *you* do not, we may refuse to pay a claim in whole or in part and/or cancel the policy, subject to applicable law.

Reasonable steps include, but are not limited to:

- following best-practice cyber security advice, such as guidelines from the Australian Cyber Security Centre, to help protect *your* information. This includes actions like:
 - turning on automatic updates for *your* online devices;
 - activating multi-factor authentication (MFA) on *your* accounts;
 - using secure passwords or passphrases.
- taking reasonable precautions and due care to protect *your mobile phone* against *accidental damage* or theft or loss.

Making a claim

If *you* do not comply with the following claims terms and conditions, we may refuse to pay a claim in whole or in part and/or cancel the policy, subject to applicable law.

How to make a claim under Part A: Mobile phone cover

Step 1: Contact us (for all claims)

To start *your* claim, visit

<https://www.bupa.com.au/mobile-phone-cyber-insurance>

or call Bupa on 1300 556 721.

Step 2: Take immediate action (for lost or stolen mobile phones)

- Ask *your service provider* to block the *IMEI number* of *your* lost or stolen *mobile phone* as soon as possible.
- Report any theft or malicious damage to the police within 48 hours and obtain a police report number where reasonably possible.
- We may also request a copy of the police report.

Step 3: Provide documentation (for all claims)

Provide any information or documents *we* reasonably require to assess *your* claim and consider any precontractual representations made. This might include things like police reports, *proof of purchase*, proof of identity, proof of address or a statutory declaration.

If *you're* unable to provide this information *we* need, *we* may not be able to settle *your* claim in full.

What happens next?

For lost or stolen *mobile phone* claims:

Where *your* claim is approved and *you* receive a replacement *mobile phone* or *our* settlement is accepted by *you*, the lost or stolen *mobile phone* becomes *our* property. If it's found or returned, please notify *us* right away. Do not unblock the *IMEI number* without *our* permission or confirmation.

Please note: We do not reimburse *you* if *you* purchase a replacement *mobile phone*, we only provide a replacement *mobile phone* or *settlement* as explained in this PDS.

For *screen* replacement claims *we* offer two options for getting *your mobile phone* fixed:

- Mail-in—send *your mobile phone* to *us*, and *we'll* return it once the replacement is complete.
- On-site—if available in *your* area (which *we* will confirm with *you* at the time of *your* claim assessment), *we'll* come to *your* location and replace *your mobile phone screen* for *you*. This service depends on technician availability, location, and the type of replacement required.

For other *accidental damage* claims *we* will send to *you* an e-parcel code or a satchel so that *you* can send *your mobile phone* to *us*; *we* will then send *you* a replacement *mobile phone* or *settlement* offer as explained in this PDS. *We* will tell *you* if *we* will exercise the advanced exchange option where *we* may instead send *you* a replacement *mobile phone* prior to receiving *your* insured *mobile phone* as explained under the heading 'Advanced exchange' on page 9 of this PDS.

Please note: Before *you* send *your mobile phone* to *us*:

- remove all accessories on *your mobile phone* (for example, covers, cases and screen guards);
- disable and remove all locks on *your mobile phone*, including, screen locks, carrier/network locks, account or activation locks, encryption locks and any security or administrative locks so that it can be accessed and operated without restriction;
- remove SIM cards and SD cards from *your mobile phone*;
- perform a factory reset of *your mobile phone*;
- remove any data, software, games or applications from *your mobile phone*, including making sure it is *unlocked*. If it is not *unlocked*, *we* will not be able to validate the *mobile phone* and process *your* claim. In this case the *mobile phone* will be returned to *you* at *your* cost, unless agreed otherwise.

Any data, software, games or applications stored on *your mobile phone* may be lost or corrupted in the process of attending to *your* claim. *We* recommend backing up *your* data regularly, as *we* are not responsible for data loss or corruption during the claims process.

Ownership

For claims where *your mobile phone* is replaced (other than *screen* replacement) or *our settlement* is accepted by *you*, *you* agree that all rights and ownership of *your* replaced *mobile phone* transfers to *us* and *you* will no longer have any rights or interest in the *mobile phone*.

How to make a claim under Part B: Cyber cover

As soon as *you* suspect or become aware of an *occurrence* follow the steps below.

Step 1: Act quickly

- If an incident occurs, please tell all relevant financial institutions as soon as reasonably possible.
- If *you* suspect a possible crime, notify the police within 24 hours of discovery where reasonably possible.

- Report it to the Australian Cyber Security Centre at: <https://www.cyber.gov.au/report-and-recover/report> and to Scamwatch at: <https://www.scamwatch.gov.au/report-a-scam>.

Step 2: Notify BOXX

- To start your claim, visit <https://www.bupa.com.au/mobile-phone-cyber-insurance> or call Bupa on 1300 556 721 within 90 days of discovering the loss.
- When submitting *your* claim, include a copy of the police report and any other relevant documentation *you* have.

Step 3: Submit proof of loss

- Submit a detailed, sworn *proof of loss* within 90 days after discovery.

Step 4: Minimise further loss

- Take reasonable steps to reduce *your* losses. This can include requesting waivers for applicable fees (such as loan or credit report fees) from the relevant financial institution(s).

Step 5: Provide documentation

- Keep and provide any documents, receipts, bills, and other records so *we* can determine the loss amount. *You* may be asked to share all records related to *your* claim with us.

Claims conditions

If *you* do not comply with the following claims conditions, *we* may refuse to pay a claim in whole or in part and/or cancel the policy, subject to applicable law.

Cooperation

You may be asked to undergo an examination under oath and sign relevant documents. *You* must reasonably cooperate with *us*, including providing reasonable assistance in protecting *our* rights if someone else may be liable, including giving evidence, and attending hearings or trials.

Legal documents

Immediately send *us* any notices, summonses, or legal papers *you* receive related to the loss or to *identity fraud*.

Do not admit liability or adversely affect our subrogation rights

You must not without *our* prior written consent (such consent not to be unreasonably withheld, delayed or conditioned) enter into any agreement, make any admissions or take any action or step with another party:

- where *you* are assuming a greater liability than would apply had *you* not done so; or
- which prevents *you* (or *us*) from taking a recovery action for damages, indemnity or contribution from that other party *you* would have been entitled to.

If *you* do, it may adversely affect *your* rights to cover under the policy and/or allow *us* to cancel the policy where permitted by applicable law.

Documentation and records

Maintain all records related to *your* claim, as *we* may review or audit them.

Notice of claim

Submit *your* claim online through the customer portal within 90 days of discovering the loss.

Settlement

We aim to pay all covered losses within 30 days after reaching an agreement with *you*, or after a final judgment has been entered. Covered claims are usually paid within 90 days of receiving acceptable *proof of loss* and all documentation.

Limited Warranty

Australian Consumer Law

This *limited warranty* is provided in addition to the rights and remedies to which *you* may be entitled under the *Australian Consumer Law*. Please read 'Your rights under Australian Consumer Law' under the 'Other important information' section of this PDS for more information.

Limited warranty

Where *you* are provided with a replacement *mobile phone* or *screen* replacement for a *mobile phone* by *us*, *we* will provide *you* with a *limited warranty* on the replacement *mobile phone* or replacement *screen* provided (as applicable).

What is included in the limited warranty?

We warrant the replacement *mobile phone* against defects in materials and workmanship, when used in accordance with the manufacturer's general operating instructions, for twelve (12) months from the date *you* receive the replacement *mobile phone* from *us*.

We warrant the replacement *screen* for a *mobile phone* against defects in materials and workmanship, when used in accordance with the manufacturer's general operating instructions, for twelve (12) months from the date *you* receive the *mobile phone* from *us*.

What is not included in the limited warranty?

Subject to relevant law, the *limited warranty* does not extend to:

- damage to the *mobile phone* or *screen* that is not related to the replacement provided by us;
- damage caused to the replacement *mobile phone* or the *mobile phone* with *screen* replacement by accident, abuse, earthquake, fire, liquid contact, misuse, or other external cause or event;
- damage caused by you or a third party that has not been directly engaged by us repairing, servicing, or otherwise opening/tampering with the replacement *mobile phone* or the *mobile phone* with *screen* replacement;
- the replacement *mobile phone* or the *mobile phone* with *screen* replacement if it has been repaired or modified in any way after we deliver it to you;
- defects caused by *wear and tear* of the replacement *mobile phone* or the *mobile phone* with *screen* replacement;
- any software supplied on the replacement *mobile phone* or the *mobile phone* with *screen* replacement;
- the packaging, accessories and additional hardware supplied (if any) with your replacement *mobile phone* or the *mobile phone* with *screen* replacement;
- consumable parts of the replacement *mobile phone* or the *mobile phone* with *screen* replacement such as screen guards or protective coatings that are designed to diminish over time, unless such defect is caused due to a defect in materials or workmanship;
- cosmetic damage to the replacement *mobile phone* or the *mobile phone* with *screen* replacement such as scratches, dents and broken plastic, unless such defect is caused due to a defect in materials or workmanship;
- damage that is caused to the replacement *mobile phone* or the *mobile phone* with *screen* replacement by use of accessories or additional hardware with your replacement *mobile phone* or the *mobile phone* with *screen* replacement;
- a replacement *mobile phone* or the *mobile phone* with *screen* replacement in respect of which the *IMEI number* has been defaced or removed;
- a replacement *mobile phone* or the *mobile phone* with *screen* replacement which is modified to allow the installation of unauthorised software (sometimes called jail broken); or
- a device that cannot be verified as the replacement *mobile phone* or the *mobile phone* with *screen* replacement that you received from us.

We exclude all warranties and conditions which are not set out in the *Australian Consumer Law (ACL)* or expressly provided to *you* in this warranty or otherwise in this document.

Conditions of the limited warranty

To be entitled to claim under the *limited warranty*, the following conditions must be met:

- the *IMEI number* of the *mobile phone* you are making a claim under the warranty for must be the same as the *IMEI number* of the replacement *mobile phone* or the *mobile phone* with *screen* replacement that you received from us;
- the returned *mobile phone* must be returned in good physical condition (not physically broken or damaged, unless and except to the extent that the damage is caused by a defect in materials or workmanship the subject of the warranty claim).

What we will do if *your* replacement *mobile phone* or the *mobile phone* with *screen* replacement is faulty or defective.

Where *you* have satisfied the conditions that entitle *you* to make a claim in respect of:

- *your* replacement *mobile phone* under the *limited warranty*, *you* are eligible for another replacement *mobile phone*; or
- *your mobile phone* with *screen* replacement under the *limited warranty*, *you* are eligible for further a *screen* replacement, or if we determine that will not rectify the fault or defect, another replacement *mobile phone*.

What you must do to be entitled to claim the limited warranty

Any claim must be submitted to *us*, following the processes outlined below.

To make a claim under the warranty, *you* must, when *you* discover the fault or defect in workmanship or materials with *your* replacement *mobile phone* or the *mobile phone* with *screen* replacement:

- contact us by phone on 1800 319 500 or by email at bupaphoneandcyber@likewise.com to request a Return Authorisation (RA); and
- supply us with the *IMEI number* of your replacement *mobile phone* or the *mobile phone* with *screen* replacement.

We will issue to *you* a RA based on the information in *your* request. Once a RA has been issued:

- you will be sent a pre-paid return kit to *your* registered email address and instructions on how to return *your* replacement *mobile phone* or the *mobile phone* with *screen* replacement;

- you will then return the replacement *mobile phone* or the *mobile phone* with *screen* replacement to us for assessment unless we agree otherwise (such agreement not to be unreasonably withheld) – before you send the replacement *mobile phone* or the *mobile phone* with *screen* replacement to us;
 - remove all accessories on *your* replacement *mobile phone* or the *mobile phone* with *screen* replacement (for example, covers, cases and *screen* guards);
 - disable and remove all locks on *your* replacement *mobile phone* or the *mobile phone* with *screen* replacement, including, screen locks, carrier/network locks, account or activation locks, encryption locks and any security or administrative locks so that it can be accessed and operated without restriction;
 - remove SIM cards and SD cards from *your mobile phone*;
 - perform a factory reset of *your* replacement *mobile phone* or the *mobile phone* with *screen* replacement; and
 - remove any data, software, games or applications from *your* replacement *mobile phone* or the *mobile phone* with *screen* replacement, including making sure it is *unlocked*. If it is not *unlocked*, we will not be able to validate replacement *mobile phone* or the *mobile phone* with *screen* replacement and process *your* claim under the *limited warranty*. In this case the replacement *mobile phone* or the *mobile phone* with *screen* replacement will be returned to *you* at *your* cost, unless agreed otherwise.
- if we determine that the replacement *mobile phone* or the *mobile phone* with *screen* replacement the subject of a *limited warranty* claim which is returned to *us* is not eligible for a claim under the *limited warranty*, we will return the replacement *mobile phone* or the *mobile phone* with *screen* replacement to *you*. *You* will be responsible for the reasonable costs of return of the replacement *mobile phone* or the *mobile phone* with *screen* replacement to *you* where it was not eligible for a claim under the *limited warranty*.

Any data, software, games or applications stored on *your* replacement *mobile phone* or the *mobile phone* with *screen* replacement may be lost or corrupted in the process of attending to *your* claim. We recommend backing up *your* data regularly, as we are not responsible for data loss or corruption during the claims process.

Your responsibilities when making a claim under the limited warranty

You should regularly backup *your* replacement *mobile phone* or the *mobile phone* with *screen* replacement to avoid losing the information stored on it in the event of a defect. *You* will need to backup any information that *you* have stored on *your* replacement *mobile phone* or the *mobile phone* with *screen* replacement and would like to keep before making a claim under the *limited warranty*. If *your* claim is accepted by *us*, unless *you* request otherwise within fourteen (14) days of *our* acceptance and agree to pay *our* reasonable costs of returning the replacement *mobile phone* or the *mobile phone* with *screen* replacement to *you* or meet such other reasonable conditions of return as we may require, then whether or not *you* have removed all data or performed a factory reset of *your* replacement *mobile phone* or the *mobile phone* with *screen* replacement, *your* replacement *mobile phone* or the *mobile phone* with *screen* replacement will be data wiped and will not be returned to *you*.

Contact details

You can contact *us* in relation to the *limited warranty* by phone on 1800 319 500 or by email at bupaphoneandcyber@likewise.com.

Other important information

Your premium

Your premium is the amount *you* pay for *your* insurance cover, inclusive of any government charges, taxes and levies. *Your* cover is subject to payment of *your premium* as well as the terms, conditions, limits and exclusions applicable to *your* policy.

You'll find the *premium* for *your* policy on *your* COI. The *premium* includes any government charges, taxes and levies.

How we calculate your premium

Your premium depends on whether *you* have an *individual plan* or a *household plan* and can change each year if the policy is renewed. Any agreed changes to the policy during the *period of insurance* can also result in *premium* changes.

We'll calculate the *premium* based on a number of factors such as:

- the relevant risk profile which we determine based on:
 - whether you take the *individual plan* or *household plan*;
- any applicable compulsory government charges (e.g. stamp duty and GST and fire services levy or emergency services levy).

When we determine *your premium* on renewal, we may also limit any increases or decreases in *your premium* by considering factors such as *your* previous year's *premium* amount.

The *premium* is subject to a minimum *premium* which is the minimum amount we are prepared to sell the policy for. We may adjust the *premium* to ensure it does not fall below the minimum amount.

Paying your premium

You can only pay *your* premium monthly. We will deduct the *premium* owing from *your* nominated debit/credit card each month. You need to make sure *your* payments are up to date.

What happens if a monthly payment is late

If *your* payment becomes overdue, we'll send *you* a notice by email, or by using other contact details we hold.

If *you* make a claim while *your* payment is overdue, we may deduct the amount overdue from the amount we pay *you* under the claim.

If *your* payment is overdue by one month or more, we can cancel *your* policy. We will send *you* a notification which will inform *you* of the date we will cancel *your* policy if it remains unpaid.

We may deduct any outstanding *premium* amount or incorrectly refunded *premium* from any claim payment, subject to applicable law.

Cancelling your policy

You may cancel *your* policy:

- by advising us within 14 days from the start date of your policy by going online at <https://www.bupa.com.au/mobile-phone-cyber-insurance> or calling us by phone on 1300 556 721, provided that you have not exercised any of your rights or powers under the policy (for example, if you made a claim). This also applies to any renewal. If you cancel during the cooling off period we will provide you with a full refund of any premium paid for the policy less any government charges, taxes or duties we cannot recover (cooling-off period); or
- at any time after the cooling-off period, in which case you will not receive a refund but will remain insured until the next monthly billing date.

We may cancel *your* policy:

- if you don't pay your premium;
- if you don't comply with the terms and conditions of your policy;
- if you make a fraudulent claim;
- for any other reason permitted by applicable law.

If we cancel *your* policy, we will give *you* notice in writing. Please remember, there is no cover for events that happen after *your* policy is cancelled. Cancellation does not affect the right to claim for events that happened before cancellation.

Our right to recover other amounts payable

If we have the right to recover any amount payable under *your* policy in relation to a claim from any other person, *you* must provide reasonable cooperation with *us* in any action we may take.

Subrogation

Following replacement, *settlement* or payment of a claim (as relevant), we shall be subrogated to the extent of the amount of such *settlement*, to all of the rights and remedies *you* have against any party in respect of the covered loss or damage, and shall be entitled, at *our* own expense, to sue in *your* name. You shall give *us* all such assistance as is reasonably required to secure *our* rights and remedies, including the execution of all documents necessary to enable *us* to bring suit in *your* name.

Assignment

You are not entitled to assign the benefit of the policy without *our* prior written consent (such consent not to be unreasonably withheld, delayed or conditioned).

Other Insurance

If *you* are entitled to indemnity under any other insurance policy, *you* must advise *us* of the particulars of that other insurance policy at *our* request when making a claim.

Fraudulent claims

We won't pay any claim if *you*, or anyone acting on *your* behalf, has used any fraudulent means or devices to obtain a benefit under this policy.

Legal Jurisdiction

The construction, interpretation and meaning of the provisions of this policy will be determined in accordance with the laws of the States or Territories of Australia.

In the event of any dispute arising under this policy including but not limited to its construction and/or validity and/or performance and/or interpretation, the insured will submit to the exclusive jurisdiction of any competent court in the Commonwealth of Australia.

Consent

Where *our* consent is required under this policy (including for the incurring of any reasonable and necessary fees, costs and expenses) such consent will not be unreasonably withheld, conditioned or delayed.

Electronic communication

Under the policy, *you* agree that *we* may make documents and *our* communications, including *our* Product Disclosure Statements (including Supplementary PDS), Target Market Determinations, Financial Services Guides, update notices, policy documents, customer communications and any documents *we* are required to send by applicable law, available to *you* electronically in place of sending paper documents.

Confirmation Facility

If *you* do not have the confirmation of transaction details required by section 1017F of the Corporations Act 2001 (Cth) in relation to the policy, it is a term that such information will be provided via *our* confirmation facility which is available by contacting *us* using the contact details provided.

Respect and Protect

Our policy holders and customers must not use the products or services *we* offer, to perpetrate financial abuse or engage in conduct that is illegal or harmful towards any person.

Laws to which *our* product terms are subject to may apply in such situations. *We* may report details of a person's dealing in *our* products to a law enforcement body conducting enforcement related activities.

We are committed to supporting customers who are impacted by the conduct of others. Information on the support that is available is on *our* Supporting customers experiencing vulnerability website www.zurich.com.au/contact/supporting-customers-experiencing-vulnerability

Sanctions

We will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose *us*, *our* parent company, or *our* ultimate controlling entity to any penalty under any sanctions law or regulation.

Complaints and Disputes Resolution process

We provide a free and impartial dispute resolution process to address any complaint *you* may have about *our* products, services, staff, processes or a privacy issue. *We* work hard to provide the best service *we* can, but sometimes *we* make mistakes. If *you* think *we* have made a mistake or wish to raise a complaint, please let *us* know.

It's important *we* know about *your* complaint as soon as possible so *we* can work with *you* to resolve it.

Follow these steps:

1. Let us know about your complaint by:
For complaints regarding Mobile phone cover:
By phone on 1800 574 080
By email: IDR@likewise.com

For complaints regarding Cyber cover:
By phone: 1800 773 364
By email: complaints@boxxinsurance.com
2. We review your complaint
When *you* lodge *your* complaint, *we* would appreciate *you* providing *your* contact details and preferred contact time. This will enable *us* to acknowledge *your* complaint, provide *you* with updates on the progress of the review, and contact *you* with a decision in line with *our* complaints management policy.
3. Refer to External Dispute Resolution
We expect that together; *we* can find a fair and balanced outcome. However, if *you* are not happy with *our* decision or the handling of *your* complaint, *you* can access the External Dispute Resolution Scheme, managed by the Australian Financial Complaints Authority (AFCA). AFCA's role is to provide consumers (*you*) with free, fair and independent dispute resolution for complaints relating to a financial service provided.

AFCA is an independent external dispute resolution scheme. *We* are a member of this scheme, and *we* agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to *you*. A complaint can be referred to AFCA at any time subject to it falling within its rules.

Their contact details are:

In writing to: The Australian Financial Complaints Authority, GPO Box 3, Melbourne, Victoria 3001.

Website: www.afca.org.au

Email: info@afca.org.au

Call: 1800 931 678

If *your* complaint or dispute falls outside the AFCA Rules, *you* can seek independent legal advice or access any other external dispute resolution options that may be available to *you*.

Privacy

ZAIL and Likewize Services are committed to protecting *your* privacy in accordance with the Privacy Act 1988 (Cth) (the “Act”) and the Australian Privacy Principles (APPs).

In this section dealing with Privacy, ‘*we*’, ‘*our*’ and ‘*us*’ refers to both ZAIL and Likewize Services.

This Privacy Statement outlines why, how *we* collect, disclose and handle *your* personal information (including sensitive information) as defined in the Act about:

- *You*, if an individual, and
- Other individuals *you* provide information about.

We are bound by the Privacy Act 1988. We collect, disclose and handle information, and in some cases personal or sensitive (e.g. health) information, about *you* (‘*Your* details’) to assess applications, administer policies, contact *you*, enhance *our* products and services and manage claims (‘Purposes’).

If *you* do not provide *your* information, we may not be able to do those things. By providing us or our representatives with information, *you* consent to us using, disclosing to third parties and collecting from third parties *your* details for the Purposes.

We may disclose *your* details, including *your* sensitive information, to relevant third parties, affiliates of ours, insurers, reinsurers, our banking gateway providers and credit card transactions processors, our service providers, our business partners, health practitioners, *your* employer, parties affected by claims, government bodies, regulators, law enforcement bodies and as required by law, within Australia and overseas. We may obtain *your* details from relevant third parties, including those listed above.

Before giving us information about another person, please give them a copy of this document. Laws authorising or requiring us to collect information include (where applicable) the Insurance Contracts Act 1984 (Cth), Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), Corporations Act 2001 (Cth), Autonomous Sanctions Act 2011 (Cth), A New Tax System (Goods and Services Tax) Act 1999 (Cth) and other financial services, crime prevention, trade sanctions and tax laws.

ZAIL’s Privacy Policy, available at www.zurich.com.au or by telephoning us on 132 687, provides further information and lists service providers, business partners and countries in which recipients of *your* details are likely to be located. It also sets out how *we* handle complaints and how *you* can access or correct *your* details or make a complaint.

For Likewize Services at: <https://likewizeservices.com.au/policies/> or by contacting Likewize Services at privacy@likewize.com or on 1800 319 500.

To obtain a copy of the Bupa Privacy Statement visit <https://www.bupa.com.au/help/privacy-and-security-trust-centre/bupa-information-handling-policy>.

You can also call 134 135 or email customerrelations@bupa.com.au to request a copy.

Goods and Services Tax (GST)

All monetary limits in *your* policy are inclusive of GST. Any claim settlement amount *we* pay *you* will include GST.

General Insurance Code of Practice

ZAIL is a signatory to the General Insurance Code of Practice (the Code) and support the Code.

The objectives of the Code are:

- to commit *us* to high standards of service;
- to promote better, more informed relations between *us* and *you*;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for the resolution of complaints and disputes *you* make about *us*; and
- to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers compliance with the Code.

Further information about the Code or the Code Governance Committee and *your* rights under it is available at <https://insurancecouncil.com.au/cop/> or by contacting us.

Financial claims scheme

The Financial Claims Scheme protects general insurance policyholders from potential loss if an institution fails. *You* may be entitled to a payment under the Financial Claims Scheme if *you* meet their eligibility criteria. If *you* want more information about the scheme, *you* can:

Call: 1800 931 678

Visit the Financial Claims Scheme website: <http://fcs.gov.au/>

Your rights under Australian Consumer Law (ACL)

Goods and services purchased come with guarantees that cannot be excluded under the *Australian Consumer Law (ACL)*. Nothing in the policy affects any rights you may have under the law.

For goods:

- you are entitled to a replacement, repair, or refund if *your mobile phone* has a major failure.
- you may also be entitled to compensation for any reasonably foreseeable loss or damage.
- If *your mobile phone* fails to meet acceptable quality standards, you are entitled to have it repaired or replaced, even if the failure does not constitute a major failure.

For services:

- you are entitled to have services provided with due care and skill.
- we have a duty to take all reasonable steps to avoid loss or damage when providing our services.

Relationship between ACL rights and the insurance

You need to know that in some cases, the protection available under the policy may overlap with and may not be greater than the rights and remedies available to you under the *ACL* or other applicable law. If there is an overlap, you can choose whether to claim under the policy or exercise your rights under the *ACL* or other applicable law (but not both).

The policy operates alongside, and in addition to, the rights and remedies to which you may be entitled under the *ACL* and any other law that applies to *your mobile phone* and does not change any of those rights or remedies you may have under the *ACL* or any other applicable law.

Although you are not required to pay for any rights or remedies you have under the *ACL* or other applicable law, the amount you pay for the benefits under the policy will not change to the extent that your rights under the *ACL* or other applicable law may overlap with such benefits.

Third Party Interests

The *contracting insured* and we are the only parties to the policy. No insurance is provided in relation to the interest of any persons not specified as being entitled to access a benefit under the policy.

The benefit of the cover under the policy is extended automatically to *third-party beneficiaries*. They are not contracting parties and only access the benefit of cover by reason of the operation of section 48 of the Insurance Contracts Act 1984 (Cth). The following sets out how the policy operates in relation to such persons (subject always to the operation of applicable law).

Access to cover only applies from the time such persons become a *third-party beneficiary* and ends when they are no longer a *third-party beneficiary*.

Nothing in the policy is intended to give any such *third-party beneficiaries* any right to enforce any term of the policy which that person would not have had but for the Insurance Contracts Act 1984 (Cth). Their rights and obligations are subject to the operation of the Insurance Contracts Act 1984 (Cth) as it applies to such persons and other applicable law.

Any person entitled to any benefit under the policy that is not the *contracting insured*:

- has, in relation to their claim, the same obligations to us as they would have if they were the contracting insured; and
- may discharge the contracting insured's obligations in relation to the loss, damage or liability or claim.

We also have the same defences to an action by such persons as we would have in an action by the *contracting insured* including, but not limited to, defences relating to the *contracting insured's* conduct (whether the conduct occurred before or after the policy was entered into) unless we expressly state otherwise. Any exclusions applying to the *contracting insured* also apply to a *third-party beneficiary* claiming under the policy.

Such persons have no right to cancel or vary the policy or its cover – only the *contracting insured* and we can do this. If we cancel or vary the policy or its cover, we do not need to obtain such persons' consent to do so.

Neither we nor the *contracting insured* hold anything on trust for, or for the benefit or on behalf of, any such persons under this insurance.

Terms apply to extent enforceable

A term (or part of a term) of the policy will be applied to the extent it is enforceable under applicable law. In the event any portion of a term is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Policy Interpretation

In the policy:

- headings are for convenience only and do not affect interpretation; and
- in the event that any portion of the policy is found to be invalid or unenforceable, the remainder shall remain in full force and effect;
- if a word is defined, its other defined grammatical forms that are also defined have a corresponding meaning;
- a reference to a policy term is to an applicable term, condition, exclusion and limit; and

- unless the context indicates a contrary intention:
 - a reference to a statute or law includes its delegated legislation and a reference to a statute, law or delegated legislation or a provision of these includes consolidations, amendments, re-enactments and replacements thereof;
 - a reference to a standard, code or guidance includes consolidations, amendments and replacements thereof;
 - a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
 - the words “include”, “including”, “for example”, “particularly” or “such as” or equivalent are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

Updating this PDS

We may change this PDS at any time where required and/or permitted by applicable law. If the change is not materially adverse from the point of view of a reasonable person deciding whether or not to purchase this product, we may notify *you* of the change by an update at <https://www.bupa.com.au/mobile-phone-cyber-insurance>. Please note that we may also choose to issue a new PDS or a supplementary PDS or other legally permitted document (for example a new *Certificate of Insurance*) in other circumstances and will let *you* know about them before *you* purchase and/or renew the product.

Amounts shown

All policy limits and amounts shown in this PDS include any government statutory charges, levies, duties, GST and other taxes that may apply. All values are in Australian dollars.

You can request a free copy of this PDS

You can get a free copy of this PDS, any Supplementary PDS or any updates by calling Bupa on 1300 556 721.

Words with special meanings

In this PDS the following words have the meanings shown below. The use of the singular also includes the use of the plural and vice versa. In some cases, certain words may also be given a special meaning in a section of the policy.

Access device

access device means a card (such as a credit, debit, or ATM card), code, PIN, password, personal cheque, or any other method *you* use to access *your* account at a financial institution. These may be used to withdraw or transfer *funds*, make purchases, or make long-distance or digital (wireless) phone calls.

Accidental damage

accidental damage means physical damage, breakage or failure of *your screen* or *mobile phone* (as relevant), including liquid damage, which is unintentional, unexpected and involves an external event (e.g. drops from elevated heights and spills, including complete liquid submersion.) The damage must affect the functionality of *your screen* or *mobile phone*.

Act of terrorism

act of terrorism means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or groups of persons whether acting alone or on behalf of or in connection with any organisations or governments de jure or de facto, and which:

- involves violence against one or more persons;
- involves damage to property;
- endangers life other than that of the person committing the action;
- creates a risk to the health or safety of the public or a section of the public; or
- is designed to interfere with or to disrupt an electronic system.

Aggregate limit of liability

aggregate limit of liability means the most we will pay in total for all claims covered by *your* policy during the *period of insurance*, under Part B Cyber cover regardless of the number of *mobile phones* or individuals covered.

Australian Consumer Law (ACL)

Australian Consumer Law (ACL) means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

Australian retailer

Australian retailer means a *manufacturer*, dealer, distributor, retailer, wholesaler and/or store located within Australia which sells *mobile phones* intended for use in, and supported within, Australia. This includes Amazon Australia where it directly sells mobile phones to consumers that it has purchased and excludes Kogan and all online marketplaces such as those operated by Ebay, Amazon, Facebook and Gumtree.

Certificate of insurance (COI)

certificate of insurance (COI) means the relevant certificate we send *you* that contains *your* insurance details and forms part of *your* contract with *us*. This should be read with *your* other policy documents.

Computer system

computer system means any:

- computer
- hardware or software
- communications system
- electronic device (such as smart phone, laptop, tablet, wearable device)
- server, cloud or microcontroller including any similar system.

This includes any configuration of the above items and any associated input, output, data storage.

Concealed storage compartment

concealed storage compartment means a boot, glove box, enclosed centre console, or concealed cargo area.

Contracting insured

contracting insured means the person named on the *COI* as the policyholder.

Cyber war

cyber war means any harmful activity carried out using a *computer system*, or several related *computer systems*, which is directed at one or more *computer systems* and committed by, or at the direction or control of, a sovereign state. This includes:

- actions that are part of a *war*; or
- actions that have a major negative impact on the:
 - functioning of another country, by disrupting the availability, delivery, or integrity of essential services; and/or
 - security or defence of another country.

Data breach

data breach means *your personal information* or account details have been misused because they were accessed without *your* permission. This can happen if *your* data is compromised directly from *you*, or if it is taken from an organisation that holds *your* information—such as a bank, credit reporting agency, lender, investment firm, *your* employer, or any other company or institution.

Date of discovery

date of discovery means when *you* first become aware of an event and/or the facts or circumstances which would cause a reasonable person to assume that a loss covered by this policy has been or will be incurred, as a result of an *occurrence*, even though the exact amount or details of the loss may not then be known.

Digital assets

digital assets mean *electronic data*, software, audio files, and image files stored on the insured's *computer system*, provided always that digital assets do not include accounts, bills, evidence of debt, money, cryptographic key material allowing access to digital currencies, *important documents*, records, abstracts, deeds, manuscripts or other documents unless they have been converted to *electronic data* and then only in that form.

Electronic data

electronic data means information that exists in electronic form, including but not limited to floppy disks, CD ROMs, magnetic tapes, magnetic discs, or any other media in which electronic data is recorded or stored, including *personal information*. Electronic data does not include software.

Expenses

expenses mean the reasonable costs *you* incur as a direct result of *identity fraud*, including:

- Application fees for loans, grants, or other credit—if *you* are rejected only because lenders received incorrect information due to *identity fraud*.
- Costs for notarising documents, long-distance phone calls, travel, and postage that *you* need in order to report *identity fraud* or correct *your* personal records.
- Up to six (6) credit reports from credit bureaus (with no more than two (2) from any one bureau) within twelve (12) months of discovering the *identity fraud*, as well as costs for disputing errors on *your* credit report.
- Recovery costs related to *identity fraud*, such as credit report ban/freezing, Court transcript fees, order for security for costs or a stay of execution, Court filing/application fees, expert witness evidence fees, postage/courier for document service.
- Actual lost base wages *you* would have earned for time *you* had to take off work solely to fix *your* records after *identity fraud*. This includes annual leave, rostered days off, and paid personal days, but does not include sick leave, business interruption, or future earnings if *you* are self-employed. This coverage is for up to twelve (12) months after discovering *identity fraud* and must be supported by *your* previous year's tax return.
- Child or elder care costs *you* wouldn't otherwise have had, incurred due to time taken to correct *your* records due to *identity fraud*.
- The cost of ordering medical records so *you* can amend or correct them after *identity fraud*.

- The cost of replacing identification cards, driver licences, or passports following *identity fraud*.
- Fees up to \$125 per hour for engaging an investigative agency or private investigator to help correct *your* records after *identity fraud* (subject to *our* approval, which will not be unreasonably withheld, or as otherwise selected by *us*).
- Fees up to \$125 per hour for hiring a certified public accountant to help correct *your* records after *identity fraud* (subject to *our* approval, which will not be unreasonably withheld, or as otherwise selected by *us*).

Excess

excess means the amount *you* must pay to *us* or bear in respect of each claim.

Family member

family member means any of the following persons, provided their primary residence is the same as that of the *contracting insured* as listed on the COI - the *contracting insured's*:

- spouse or domestic partner;
- children, including stepchildren, adopted children, foster children, and any child for whom the *contracting insured* has legal guardianship, regardless of age, while they are dependent on them for financial support or care; and
- any other person in *the contracting insured's* care or the care of a resident of *their* household who is *their* relative.

Funds

funds mean *money* but does not include regulated and unregulated digital currency (with examples of digital currency, including but not limited to cryptocurrency and non-fungible tokens).

Household plan

Household plan means the household plan as described in this PDS under which coverage extends to:

- up to three (3) of the *contracting insured's family members* for Mobile cover; and
- any *family member* as defined in this policy for Cyber cover.

Identity fraud

identity fraud means someone knowingly transferring or using *your* identification without *your* permission, with the intent to commit - or assist in committing—an illegal act under Australian law.

IMEI number

IMEI number means the international mobile equipment identity number which is the unique identification number that will be used to identify the *mobile phone*.

Important documents

important documents mean personal, financial, and legal records that would be difficult or impossible to replace. These documents are crucial for proving identity, ownership of assets, and managing legal affairs.

Individual plan

individual plan means the individual plan as described in this PDS under which coverage only extends to the *contracting insured*.

Legal costs

legal costs mean reasonable fees, up to \$300 per hour, for a lawyer *you* choose, plus related court fees, which *you* incur with *our* consent (subject to *our* approval, which will not be unreasonably withheld, or as otherwise selected by *us*), for any of the following:

- defending *yourself* against legal action by a merchant, creditor, or debt collector for unpaid goods, services, or loan defaults that result from *identity fraud*.
- defending or removing civil judgments wrongly made against *you* due to *identity fraud*.
- challenging mistakes or inaccuracies in *your* credit report, medical records, or tax history caused by *identity fraud*.
- *your* initial consultation with a lawyer to assess the impact of *identity fraud* and to decide the best steps to take.

Limited warranty

limited warranty means the warranty set out in the 'Limited Warranty' section of the PDS.

Manufacturer

manufacturer means the entity which first manufactured *your mobile phone*.

Market value

market value means the value of a *mobile phone* as reasonably determined by *us* by reference to the prevailing market price for the same or a comparable *mobile phone* generally sold in Australia by *Australian retailers* in the ordinary course of business having regard to the age, condition and current market supply and demand. Unless stated otherwise, it will be assessed at the time of a claim under the policy. If the *mobile phone* is a discontinued model which is no longer available for sale by *Australian retailers*, regard will be had to its last market price as known by *us* as well as to the age, condition and current market supply and demand.

Mobile phone

mobile phone means the mobile phone hardware purchased from an *Australian retailer* comprising the handset, and battery but not the SIM card or software and that is not a non-Australian model. It does not include any accessories that did not form part of the product at the time of manufacture.

Money

money means currency, coins or bank notes in current use and having a face value, and traveller's cheques, registered cheques, or money orders held for sale to the public.

Non-genuine mobile phone

non-genuine mobile phone means a *mobile phone* which bears a trademark, trade name or any likeness thereof of a legitimate manufacturer and that has been created without the permission of that legitimate *manufacturer*.

Occurrence

occurrence means an actual or attempted fraudulent, dishonest or criminal act or series of related acts, whether committed by one or more persons during the *period of insurance*.

OEM

OEM means an original equipment manufacturer.

Period of insurance

period of insurance means a period of twelve (12) months from the date *we* accept *your* initial application for cover, or the *renewal date* shown on *your* renewal unless ending sooner in accordance with the policy terms.

Personal information

personal information means any information from which an individual may be reasonably identified or contacted, including an individual's name, telephone number, email address, tax file number, Medicare number, biometric record, medical or healthcare data or other protected health information, driver's license number or bank account number, credit card number, debit card number, access code or password that would permit access to that individual's financial accounts or any other non-public personal information as defined in privacy regulations.

Premium

premium means the amount *you* pay for *your* insurance, inclusive of any government charges, taxes and levies.

Proof of loss

proof of loss means receipts for reasonable out of pocket *expenses* and *legal costs* as well as documentation demonstrating *stolen funds loss*.

Proof of purchase

proof of purchase means a document or record provided by *you* that serves as evidence of *your* purchase of *your mobile phone*.

Public place

public place means any place the public has access to. Examples include but are not limited to:

- airports, airport lounges and planes
- bus terminals, buses, taxis and trams
- trains and train stations
- cruise ships and wharves
- function, exhibition or conference centres
- hostels, hotels, hotel foyers and grounds
- museums and galleries
- private car parks
- public toilets, restaurants and shops
- beaches, parks, streets and general access areas.

Refurbished

refurbished means a *mobile phone* or any part thereof that is not as new but has had its functionality quality tested, may have minor cosmetic imperfections, may contain new or used parts and may also be a different colour. Battery capacity to hold an electrical charge will be at least 80% of its original specification.

Register or Registered

register or *registered* means registered in accordance with the procedures set out under the heading 'How to register your mobile phone(s)' on page 5.

Renewal date

renewal date means the date *your period of insurance* restarts if renewed in accordance with *our* renewal procedures.

Screen

screen means the screen of *your mobile phone*.

Service provider

service provider means the telecommunication network with which *you* make *your mobile phone* calls or data use from.

Settlement

settlement means a cash payment made by Electronic Funds Transfer (EFT) to your nominated bank account.

Stolen funds loss

stolen funds loss means the direct financial loss of *funds* arising from the unauthorised use, by a third party other than a related party, of your:

- card;
- card number; or
- account number associated with a bank or credit account,

resulting from *identity fraud*.

Stolen identity event

stolen identity event means the theft, unauthorised, or illegal use of *your personal information*. This includes but is not limited to fraudulently using such information to establish credit accounts, secure loans, enter into contracts or commit crimes.

Third-party beneficiary

third-party beneficiary means persons who are not the *contracting insured* and are expressly specified in the policy as a person or type of person the benefit of cover is extended to.

Access to cover for a *third-party beneficiary* only applies from the time they become a *third-party beneficiary* and ends when they are no longer a *third-party beneficiary*, subject to the other terms and conditions of the policy.

Unattended

unattended means *you* knowingly leave *your mobile phone* where it is exposed to or not protected from loss, theft or *accidental damage*, without attendance, not accompanied, not cared for or ministered to, or not watched over by *you*, or another person who is known to *you* and who has specifically been asked by *you* and agreed, to take care of the *mobile phone* during that time.

Unlocked

unlocked means all locks and activation codes (including the "Find My" feature and other similar features, pin and pattern locks and account administrator locks related to device enrolment programs and mobile device management features) are turned off from any *mobile phone*.

Waiting period

Waiting period means the waiting period under which no cover is provided for any event that occurs in that period as described under the heading 'Waiting period' on page 9.

War

war means:

- physical force, armed conflict or invasion by a nation-state against one or more sovereign states, whether war has been declared or not, including any pre-emptive or defensive action; or
- physical force, armed conflict or invasion relating to civil war, uprising, rebellion, usurped power, or insurrection within a sovereign state by its citizens, military, or other constituents, including any pre-emptive or defensive action.

Wear and tear

wear and tear means the natural and expected deterioration of an item due to normal use and aging over time and is distinct from damage caused by neglect or accidents.

We, Our, Us

we, our, us means Zurich Australian Insurance Limited (ZAIL), ABN 13 000 296 640, AFS Licence Number 232507.

You, Your

you, your means:

For the *individual plan* - the person named on the *COI* as the policyholder and who owns the insured *mobile phone*. They are the *contracting insured*.

For the *household plan* - the person named on the *COI* and who owns the insured *mobile phone*. They are the *contracting insured*. It also extends to:

- up to three (3) family members of the contracting insured who register a *mobile phone* under the household plan during the *period of insurance* under Mobile phone cover; and
- any *family member* as defined in this policy for Cyber cover.

These persons are *third-party beneficiaries* and not a *contracting insured*. See Third party interests in 'Other Important information' section.

Any reference to 'you' in relation to notices we must provide, rights of cancellation, variation, renewal, premium or obligations only applicable to a *contracting insured* under applicable law, are only to the *contracting insured* to whom these rights and obligations apply.

Your mobile phone

your mobile phone means a *mobile phone* owned by you and which:

- is *registered* with us under this insurance; and
- is not a *non-genuine mobile phone*.



If you have questions about this product, contact Bupa.

Call 1300 556 721

Visit <https://www.bupa.com.au/mobile-phone-cyber-insurance>