

**IMPORTANT
THINGS
YOU NEED
TO KNOW**

OPTUS DEVICE INSURANCE

Combined Product Disclosure Statement and
Financial Services Guide.

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PRODUCT DISCLOSURE STATEMENT

This Product Disclosure Statement sets out the significant benefits, features and characteristics of Optus Device Insurance and will assist you to compare and make an informed decision about the product. Optus Device Insurance is issued by Optus Insurance Services Pty Limited (ABN 12 005 711 928) (the Insurer) and can be arranged by Optus Mobile Pty Limited (ABN 65 054 365 696) (Optus). Contact Optus on 1300 300 937. This Combined Financial Services Guide (FSG) and Product Disclosure Statement (PDS) includes the FSG for Optus and the PDS (including over conditions) for Optus Device Insurance.

FINANCIAL SERVICES GUIDE

This FSG relates to the financial services provided by Optus in arranging the Optus Device Insurance cover issued by the Insurer. This FSG is designed to assist you in deciding whether to use any of the financial services offered by Optus in this FSG. It contains information about the remuneration paid to Optus and others for the services offered and how complaints against Optus in relation to these services are dealt with. The PDS for the Optus Device Insurance cover follows this FSG and sets out the significant benefits, features and characteristics of the cover and will assist you to compare and make an informed decision about the product. Optus has been appointed as an authorised representative of the Insurer (Authorised Representative no. 263122) with the same authorisations as the Insurer. The Insurer is licensed to provide general financial product advice for general insurance products (AFSL No. 247379) and to deal in a financial product by issuing, applying for, acquiring, varying or disposing of general insurance products. When arranging the Optus Device Insurance cover, Optus is acting on behalf of the Insurer, under a binder arrangement. This means that cover is issued to you when Optus receives the application form. The Insurer and Optus are both wholly owned subsidiaries of SingTel Optus Pty Limited (ABN 90 052 833 208). The Insurer receives the premium (the insurance charge shown on your account) payable in respect of each Optus Device Insurance cover issued. Optus retains a commission of 8% (after deductions of stamp duties which vary from state to state) of the monthly insurance charge shown on your account. Optus pays a once only fee of an average of \$9.00 to their Optus World franchisees, Premium Dealers, Exclusive Retailers, Authorised Dealers, Authorised Retailers and Optus Business Direct channels for each insurance cover they sell during the previous month. Device sales staff are eligible for incentives in the form of points where staff may redeem points and choose their prizes from a variety of goods and services. From time to time, other volume-based prizes are also available to device sales staff. If you are not satisfied with our service and wish to make a complaint, please refer to the procedure set out in the PDS. The Insurer is responsible for this FSG and has authorised its distribution.

The contact details of Optus are:

Optus Mobile Pty Limited
Optus Centre Sydney
1 Lyonpark Rd
Macquarie Park NSW 2113
1300 300 937

The contact details of the Insurer are set out inside this brochure.

INSURANCE FOR PEACE OF MIND

Your device goes everywhere with you, so it's easy for it to get damaged, lost or stolen.

SO WHAT CAN HAPPEN IF YOUR DEVICE IS LOST, STOLEN OR ACCIDENTALLY DAMAGED AND YOU ARE NOT INSURED?

- If your device is stolen, you will be liable for unauthorised usage made on your device after the theft has occurred.
- You will need to purchase a new device – high retail prices may be payable.
- If you cancel your mobile digital service whilst still under contract because you no longer have a device to use:
 - cancellation fees may be incurred, and
 - you may also lose your mobile number.

Insuring your device with Optus Device Insurance can help you overcome these inconveniences. For as little as \$8.99 a month, Optus will help you to insure your device. We offer 2 different plans to give you as much or as little cover as you need.

OVERVIEW OF COSTS AND BENEFITS OF OPTUS DEVICE INSURANCE

All rates and premiums include GST.

The table below describes the costs and features of two different insurance plans that may be available to customers. Please note, however, that Smart Phones[^] and tablets may only be insured on the Smart Insurance Plan. Non-Smart Phones may be insured on either the Standard Insurance Plan or Smart Insurance Plan.

	STANDARD INSURANCE PLAN	SMART INSURANCE PLAN
Monthly charges (Payable in advance)	\$8.99	\$13.99
Claims covered	Theft, accidental loss or accidental damage	Theft, accidental loss, accidental damage or electronic breakdown/failure
Geographic coverage	National	International
Electric breakdown/failure	N/A	Yes, for 1 year and after the expiry of the manufacturer's warranty
Limit of liability	\$800*	\$2000*
Unauthorised usage	Up to \$300*	Up to \$600*
Cover for accessories	N/A	All associated accessories including car kits

*Liability amounts are GST inclusive. If you are registered for GST any cash settlement amount will be adjusted by the extent to which you are entitled to claim a full or partial Input Tax Credit on your Insurance premium in accordance with your notification to the insurer.

Irrespective of whether you select the Standard Insurance Plan or the Smart Insurance plan, You must pay the following first amount when making a claim under either plan (that is, the amount of the excess is dependent on the type of device, not the insurance plan you have selected).

	OTHER PHONES	SMART PHONES [^]	TABLET DEVICES
Standard excess			
Repair/replace	\$50	\$100	\$150 ⁺
New	\$150	\$250	\$150 ⁺
If no claims in last 24 months & active service ^{**}			
Repair/replace	\$0	\$75	\$0 ⁺
New	\$0	\$75	\$0 ⁺
If claim within first 3 months of insurance cover			
Repair/replace	\$50	\$200	\$150 ⁺
New	\$215	\$350	\$150 ⁺
Additional excess for second or subsequent claim arising from any event occurring in the same twelve month period ^{***}	\$75	\$75	\$0
Max number of claims within any 12 month period	N/A	N/A	2

[^] For a full list of Smartphones, see www.optus.com.au/insurance. A copy of this list can be obtained from the Insurer on request at no charge.

⁺ Optus may elect to repair or replace the tablet at its discretion.

^{**} Active service means the relevant device is active on the Optus Network and has made an outbound call or uploaded/downloaded data.

^{***} This amount will be added to the relevant excess amount.

Contact the Insurer by writing to:

Optus Insurance Services Pty Limited
 PO Box 53
 Collins Street West
 Melbourne VIC 8007

Conditions and exclusions apply to the cover provided. These are set out in the Cover Conditions on pages 7-12. Significant exclusions include loss or damage caused by fire. You should carefully read the Cover Conditions to understand its terms. Monthly insurance charges will be included on Your Optus Mobile Service account and will be payable within 14 days of the date of the account. The Insurer may vary the monthly insurance charges at any time by giving You 30 days' notice.

PREVENT UNAUTHORISED USE OF YOUR DEVICE

You can take steps ahead of time to prevent people from using your device. To protect your device from unauthorised use, we suggest you set a PIN. Ensure that you leave the PIN activated so that whenever you switch the device on, it asks you for the code. If a thief or unauthorised person tries to use your device they will not be able to use your SIM without knowing the code.

- Protect your device against unauthorised use with your own PIN code.
- Without the code, people can't use your SIM card to make calls or utilise data.
- Ensure that you change the PIN regularly.

SIM CARD BLOCKED?

In order to protect your device further from unauthorised use, you only have three attempts to enter your PIN before it blocks. If this occurs, your device will appear BLOCKED or request a PUK code. Please call Customer Care on 1300 300 937 for assistance in unlocking your PIN.

WHAT TO DO IN CASE OF LOSS OR THEFT

If your device is lost or stolen:

- 1 Report it to Optus** –(1300 300 937 OR +61 2 8082 5678 if calling from overseas). As soon as you notify us, we will temporarily bar or suspend your service to prevent unauthorised use of your SIM Card. You will also be asked if you would like to block the device's IMEI number or serial number. This will prevent unauthorised use of the device. If you do not restrict your service, you will be liable for any unauthorised use.
- 2 Report it to the police** – Give the police full details of when and where it was lost or stolen, plus the device make and model number along with serial number (also referred to as IMEI or ESN number). You will be asked for details of the police report when you make a claim.
- 3 Proceed with Optus Device Insurance claim (if covered)** – To lodge and process a claim, please call the Customer Claims Unit on **1800 501 971**.

WHAT TO DO IN CASE OF ACCIDENTAL DAMAGE

If your device is accidentally damaged:

- 1 Proceed with Insurance claim (if covered)** To lodge and process a claim, please call the Customer Claims Unit on **1800 501 971**. For all other enquiries, please call Optus Customer Service on **1300 300 937 OR +61 2 8082 5678** if calling from overseas.
- 2 Obtain a Damage Report** Visit an Optus World Store who will send your device to an Optus Service Centre for assessment.

HOW TO APPLY FOR OPTUS DEVICE INSURANCE

Optus will issue your Optus Device Insurance cover on the date your application form is received. Optus Device Insurance is available only at the time of purchasing a new device from Optus on which date your cover will commence. However, your insurance protection only commences after the device is active on the Optus Network and has made an outbound call or uploaded/downloaded data. Smart Phones & Tablets can only be insured under the Smart Insurance Plan. For a full list of devices that are covered by the Smart Insurance Plan only, please refer to optus.com.au/insurance.

In arranging this insurance, Optus acts in its capacity as an authorised representative of the Insurer and any Optus outlet who introduces you to Optus Device Insurance will receive the commission set out earlier in this document. Optus Device Insurance is not compulsory. Insurance may be arranged by you with an insurer of your choice.

COOLING-OFF PERIOD

You have 19 days from the date your cover is issued to check that Optus Device Insurance meets your needs – this is known as the “cooling-off” period. If you decide to cancel your cover within the cooling-off period, this request must be made by any of the following methods:

- **Calling Optus Customer Service*:**

Consumer Customers: call **1300 300 937**

Small & Medium Business Customers: call **133 343**

Optus Business Mobile Customers: call **1300 133 334***

* Optus Business Mobile customers may be required to provide a written request to cancel the insurance cover.

- A letter sent to Optus Communications:

Attn: Optus Administration

GPO Box 53, Collins Street West

Melbourne, VIC 8007

- A fax to **1300 550 027**

- An email via our website at optus.com.au

If you decide to cancel your cover within the cooling-off period, the Insurer will cancel your cover when your request is received by the Insurer and will refund any premiums you have paid (except any amounts of tax or duties which it is unable to recover). Please note that you cannot exercise your right of cooling-off if you have made a claim under the cover during the cooling-off period.

UPDATING THE PDS

This PDS is up to date at the time it was prepared. Information that is not materially adverse information is subject to change from time to time. If there is a materially adverse change to the PDS, the Insurer will issue a supplementary or replacement PDS. For other changes, you can obtain up to date information at any time by contacting Optus Customer Service on **1300 300 937**. A paper copy of any updated information can be provided without charge, on request.

TERMS AND CONDITIONS OF YOUR COVER

The full terms, conditions and exclusions applying to your Optus Device Insurance cover are set out in:

- your application;
- this PDS, including the Cover Conditions on pages 7-12;
- any supplementary Product Disclosure Statement that the Insurer gives to you; and
- each Optus Mobile Service account that includes a monthly insurance charge.

COMPLAINTS HANDLING PROCEDURE

If you are not satisfied with our services and wish to make a complaint, please contact Optus Customer Service on **1300 300 937** or, for claims matters, the Customer Claims Unit on **1800 501 971**. Your complaint will be dealt with in accordance with our internal complaint handling processes. If your complaint is not satisfactorily handled, you may raise the matter directly via our Internal Disputes Resolution process by writing to: The Disputes Officer, Optus Insurance Services Pty Limited, PO Box 53; Collins Street West; Melbourne VIC 8007. If this Internal Disputes process does not resolve your dispute in a satisfactory manner then you may raise the matter directly with Financial Ombudsman Service Limited (FOS) at PO Box 3, Melbourne VIC 3001 or Tel **1300 78 08 08**. FOS is a free, independent disputes resolution scheme that can make decisions that are binding on the Insurer.

COVER CONDITIONS

PLEASE READ CAREFULLY

We agree to provide insurance protection subject to the Terms, Conditions and Exclusions set out below for an event occurring during any period of insurance for which You have paid to Us or Our agent the required premium.

PROTECTION

SECTION 1 – LOSS OR DAMAGE

We will indemnify You, in accordance with the “Basis of settlement” (see below), for physical loss of, or accidental damage to Your device as described in the records of Optus Mobile Pty Limited at the time of the loss, including its battery and, where the Insurance Plan Level You have selected (“Insurance Plan Level applicable”) is Smart Insurance, its related device parts and accessories (“Insured Equipment”) caused by an event that is not otherwise excluded from the cover (“Exclusions”). This cover extends to events occurring anywhere in the world when the Insurance Plan Level applicable is Smart Insurance but otherwise extends only to events occurring in Australia. This cover does not include batteries and accessories as individual items without the device.

SECTION 2 – UNAUTHORISED USAGE

We will indemnify You for unauthorised use of the Insured Equipment within the 12 hours immediately prior to You notifying Optus Customer Service of its theft or loss. The maximum amounts We will pay under

this section are \$300 under the Standard Plan and \$600 under the Smart Plan.

SECTION 3 – MECHANICAL OR ELECTRONIC BREAKDOWN/FAILURE

Where the Insurance Plan Level applicable is Smart Plan, we will indemnify You in accordance with the “Basis of Settlement” (see below) for mechanical or electronic breakdown/failure of the Insured Equipment provided that:

- (a) the breakdown/failure occurred not more than two (2) years from the original new purchase date;
- (b) the breakdown/failure cannot be claimed for under any manufacturer’s product warranty, guarantee or any recall campaign; and,
- (c) at the date of breakdown/failure the Insured Equipment has been continuously insured under the Smart Plan for more than three (3) months. The extent of Our liability under this Section will be the same as for Section 1. No indemnity will be granted under this Section (3) for:
 - (a) any Insured Equipment which has been repaired, altered or serviced by anyone other than a person authorised by the manufacturer or by Us;
 - (b) any Insured Equipment that fails or is damaged as a result of improper storage, operation under abnormal conditions, misuse, or maladjustment of controls;
 - (c) any Insured Equipment which has had its serial number label removed, defaced, or altered;
 - (d) any accessories, including desk top chargers, AC/DC adaptors, cigarette lighter adaptor, and “hands free” or “booster” car kits, batteries or battery packs and consumable parts such as fuses or bulbs; and
 - (e) any Insured Equipment for which You cannot produce proof of original purchase.

BASIS OF SETTLEMENT

We will at Our option either repair any damaged/failed Insured Equipment to a condition as far as possible equal to its condition at the time of the damage or failure or replace any lost, damaged or failed Insured Equipment with similar or equivalent items. At Our option, replacement equipment may include used equipment. You may choose for a non Smart Phone or a Smart Phone to be replaced with a new device, subject to you paying the relevant excess. If You choose to replace the Insured Equipment with an upgraded model, or if the same model is no longer available, We will be liable for the current market value of the Insured Equipment only and You will be required to pay the difference in value for the upgraded equipment. Replacement devices in settlement of claims, subject to market availability, can be collected within 5 business days of Us agreeing settlement with You.

LIMIT OF LIABILITY

SECTION 1 – LOSS OR DAMAGE AND

SECTION 3 – MECHANICAL OR ELECTRONIC BREAKDOWN/FAILURE

We will not be liable for more than the cost to replace the Insured Equipment and in no case will Our liability under each of those Sections in respect of any one event exceed \$2000 under the Smart Plan and \$800 under the Standard Plan.

EXCESSES

SECTIONS 1 & 3/ GENERAL EXCESS

You must pay the following first amounts of all claims under Sections 1 and 3 in respect of Insured Equipment arising out of any one event:

- \$50 for repairing/replacing a phone that is not a Smart Phone
- \$100 for repairing/replacing a phone that is a Smart Phone[^]
- \$150 for replacing a phone that is not a Smart Phone with a new device
- \$250 for replacing a phone that is a Smart Phone[^] with a new device
- \$150 for repairing or replacing a tablet including with a new device

The above excesses may be reduced in certain circumstances, as follows:

- If the claim under your policy is for a Smart Phone[^], no claims have been made in the past 24 months, and your mobile service is active on the Optus' network, the excess is \$75 for repair or replacement including with a new device.
- If the claim under your policy is for a tablet or a phone that is not a Smart Phone, no claims have been made in the past 24 months, and your mobile service is active on the Optus' network, no excess applies.

The following amounts may be payable by you in addition to the above excess, in certain circumstances as follows:

- If the claim under your policy is for a Smart Phone[^] and is within the first three months of the insurance cover, an additional excess of \$100 is payable by you in the case of repair or replacement including with a new device.
- If the claim under your policy is for a phone that is not a Smart Phone, and is within the first three months of the insurance cover, an additional excess of \$65 is payable by you in the case of replacement with a new device.
- If the claim under your policy is your second claim in any twelve month period for a Smart Phone[^] or a phone that is not a Smart Phone, an additional amount of \$75 is payable by you.

MAXIMUM NUMBER OF CLAIMS FOR INSURED TABLETS

The maximum number of insurance claims that you can make for tablets in any twelve month period is two.

EXCLUSIONS

We will not be liable for any claims made on Insured Equipment which at the time of the loss or damage was held as inventory for sale, lease or rental or being used as a loan device or for demonstration purposes. We will not be liable for any of the following:

- (a) Loss or damage to Insured Equipment caused by fire;
- (b) Loss or corruption of any software stored within the Insured Equipment resulting from any cause whatsoever;
- (c) Loss of use or consequential loss (including losses arising naturally, according to the usual course of things) of any kind;
- (d) Damage to Insured Equipment due to any process or while actually being worked upon and resulting therefrom;
- (e) Wear and tear, gradual deterioration or inherent vice of Insured

- Equipment except for claims made under Section 3;
- (f) Marring or scratching of Insured Equipment;
 - (g) Loss or damage to Insured Equipment caused by mechanical breakdown, electronic failure, or electrical short circuit, except for claims made under Section 3;
 - (h) Loss or damage to Insured Equipment due to lawful seizure, including repossession or other operation of law;
 - (i) Loss or damage to or malfunction of Insured Equipment where no actual known and identifiable event can be ascribed to causing the loss, damage or malfunction, except for claims made under Section 3;
 - (j) Loss or damage to any Insured Equipment which has had its serial number label removed, defaced or altered; and
 - (k) Loss or damage to Insured Equipment arising from any intentional act by You or anyone acting as Your agent.

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this insurance, or if any loss or damage or destruction is occasioned by Your wilful act or with Your connivance, We will (subject to the Insurance Contracts Act) be entitled to refuse to pay, or reduce the amount payable, under the relevant claim.

You should back up your data on your device. Repair, replacement or replacement with a new device will result in loss of data.

OTHER INSURANCE

If, at the time of any loss or damage to equipment for which a claim can be made under Section 1 of this cover, there exists any other insurance under which You would be entitled to seek indemnity for such loss or damage, You must immediately inform and provide Us with all details in respect of such other insurance, including a copy of the relevant policy document. No loss will be paid hereunder if You have already been indemnified for the loss from another source.

EFFECTIVE DATE AND RENEWAL

Your Optus Insurance Cover is issued on the date Your application is received and Your cover commences after the device is active on the Optus Network and has made an outbound call or uploaded/downloaded data.

This insurance may be renewed for further consecutive monthly periods upon payment of the Premium at the rate and amount determined by Us at the time of renewal. Each Optus Device Service account that includes a monthly insurance charge is deemed to be an offer of renewal for a further monthly period and Your payment of each such account is accordingly Your acceptance of the renewal offer.

PREMIUMS

Monthly insurance charges will be included on Your Optus Mobile Service account and will be payable within 14 days of the date of the account. Optus may vary the monthly insurance charges at any time by giving You 30 days' notice.

CANCELLATION

THIS INSURANCE COVER:

- (a) may be cancelled by You immediately by verbal or written notice;*
- (b) may be cancelled by Us in accordance with the Insurance Contracts Act, 1984;
- (c) will terminate,
- (i) on the date the Optus Mobile service for the Insured Equipment is cancelled, or
- (ii) on the date You sell or pass Your right, title or interest in the Insured Equipment to some other person.

* Optus Business Mobile customers may be required to provide a written request.

CONDITIONS

1. You shall at all times keep the Insured Equipment in a proper state of maintenance or repair and shall take all reasonable precautions to prevent its loss or damage.
2. In the event that You have a valid claim You must pay any outstanding or overdue charges on Your mobile account before We process Your claim. Otherwise, subject to applicable laws, We will pay those charges for you and reduce any amount we pay to You by that amount. If we decide to repair or replace the Insured Equipment, you must pay Optus Mobile Pty Ltd that amount before we effect the repair or supply the replacement equipment.
3. Cover on the Insured Equipment ceases at the time You sell it or pass Your right, title or interest in the Insured Equipment to another person. To arrange insurance on any new equipment which replaces the Insured Equipment, You must notify Optus Customer Service on 1300 300 937.
4. In the event of a claim You agree that Optus is authorised to make available to Us full details of Your Optus Mobile Service account including its call history.
5. Where any claim under Section 1. or 3. is settled by Us by provision of a replacement device, You agree that all rights, title and ownership of the device claimed for passes to Us.

CLAIMS PROCEDURE

You must follow the procedure detailed in section 1 below and such other procedures in sections 2 and 3 below that are applicable to Your claim.

1. **For all claims** – As soon as possible after You become aware that a claim may arise under this cover You must notify Optus Customer Service on **1300 300 937**.
2. **For claims made under Sections 1 and 2** – Claims made under ‘Section 1 – Loss or Damage’ for lost or stolen Insured Equipment and ‘Section 2 – Unauthorised Calls’ must be reported by You to the police immediately.
3. **For claims made under Sections 1, 2 and 3** – Claims made under ‘Section 1 – Loss or Damage’, ‘Section 2 – Unauthorised Usage’ and ‘Section 3 – Mechanical or Electrical Breakdown or Failure’ must be made within 30 days of the occurrence of any accident or event and You must lodge a written claim with Optus and give such further information and assistance as We may require.

Important Notice: Repairs must not commence or replacement of

equipment be undertaken unless authorised by Us or Optus. No claims will be paid if You fail to comply with the claims procedure, commence repairs or undertake replacement without authorisation.

DEFINITIONS

“We”, “Us” and “Our” means Optus Insurance Services Pty Limited ABN 12 005 711 928.

“Optus” means Optus Mobile Pty Limited ABN 65 054 365 696.

“You” and “Your” means the customer named in the applicable service of Optus Mobile Pty Limited.

“Insurance Plan Level applicable” means the level of insurance cover and premium You have selected and showing in the records of Optus Mobile Pty Limited at the time of any loss.

Optus Insurance is provided by Optus as agents for Us. If Optus accepts Your application for Insurance, You will be bound by these terms and conditions.

PRIVACY AND PERSONAL INFORMATION

Optus and the Insurer may collect your personal information, including your name, current and previous addresses, date of birth, employer, driver's licence number, service number, and your personal and commercial credit information or credit rating. If you do not provide this information, we may not be able to provide you with Optus Device Insurance. Optus may use this information:

- for purposes related to the supply of Optus Device Insurance
- to consider your application for Optus Device Insurance or other Optus group services;
- to market, promote or provide you with information about promotions, as well as the products and services of other Optus group companies and other organisations; and
- disclose this information for the above purposes to credit reporting agencies or credit providers, another Optus group company, unrelated third parties, suppliers and joint venture partners.

Optus may refuse or cancel the supply of services on the basis of its credit assessment of you.

Optus is required by law to collect, use or disclose personal information about you including to the operator of the Integrated Public Number Database or to law enforcement agencies.

You can opt out of receiving marketing information by contacting Optus Customer Service on **1300 300 937** and making this request.

You are entitled to contact Optus to see, and to correct, any personal information or credit information that Optus holds about you.

Further privacy information is available from the Optus Privacy Policy at optus.com.au/privacy or by contacting Customer Service on **1300 300 937**.

FOR ASSISTANCE CALL

Optus Customer Care: **1300 300 937**

Business Customers call: **133 343**

SingTel Optus Pty Limited ABN 90 052 833 208 trading as Optus Communications, 1 Lyonpark Road, Macquarie Park NSW Australia 2113.

Optus, the Optus logo and 'yes' are trade marks of SingTel Optus Pty Ltd. Optus Device Insurance is issued by Optus Insurance Pty Ltd ABN 12 005 711 928 AFSL 247379.

Dated: 28/1/14

INFORMATION CORRECT AS AT JANUARY 2014

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