

Product Disclosure Statement

Including Terms of Use
and Privacy Notice

Effective May 2009





What is the Coles Group & Myer Insurance Gift Card Product Disclosure Statement ('PDS')?

This PDS gives you important information about the Insurance Gift Card facility to help you:

- understand the significant benefits and risks associated with the Insurance Gift Card facility;
- understand other significant characteristics, features and terms of the Insurance Gift Card facility; and
- compare the Insurance Gift Card facility with similar products you may be considering.

Please read all parts of this PDS before deciding to activate and use your Insurance Gift Card.

If you decide to activate your Insurance Gift Card, you should keep this PDS for future reference. This PDS is made up of three parts:

- Part A contains a summary of key information about the Insurance Gift Card facility;
- Part B sets out the Terms of Use that apply if you activate and use your Insurance Gift Card; and
- Part C contains a copy of your Privacy Notice, which sets out how we will treat your personal information.

The Insurance Gift Card facility is issued by Coles Group Limited
ABN 11 004 089 936.

If you need more information or want to contact us, please visit www.insurancegiftcard.com.au or call us on 1300 553 885.

Some words in this PDS have special meanings that are set out in clause 1 of Part B of this PDS.

Table of Contents

Clause	Page
Part A General Information	1
Part B Terms of Use	5
1 Definitions	5
2 Accepting and agreeing to these Terms of Use	6
3 How to obtain an Insurance Gift Card	6
3.1 Primary Insurance Gift Card	6
3.2 Additional Insurance Gift Cards	6
4 Transactions made using your Insurance Gift Card	7
4.1 Activation of Insurance Gift Card prior to use	7
4.2 How and where you can use the Insurance Gift Card	7
4.3 Transactions using your Insurance Gift Card	8
4.4 No cash advances	8
4.5 Ownership	8
4.6 Validity and expiry of Insurance Gift Cards	8
4.7 Re-issue of faulty or damaged Insurance Gift Cards	8
4.8 Cancellation of Insurance Gift Card facility	8
4.9 Insurance Gift Card, PIN and Card Number security and lost or stolen Gift Cards	9
4.10 Checking Remaining Gift Card Value	9
4.11 Liability	9
5 Purchases which exceed Remaining Gift Card Value	10
6 Changes to Terms of Use and notification of changes	10
6.1 Changes	10
6.2 Notice	10
7 Standing facility	10
Part C Privacy Notice	11
8 Privacy and confidentiality	11

Part A General Information

What is the Insurance Gift Card facility and what are its significant benefits?

The Insurance Gift Card facility allows you to access the amount that Your Insurer has agreed to pay you in full or partial settlement of your insurance claim ("Approved Gift Card Value") to purchase goods and services at Myer and participating Coles Group Retailers. You, or an Additional Cardholder, can access the Approved Gift Card Value by using an Insurance Gift Card.

Some benefits associated with the Insurance Gift Card facility are:

- the Insurance Gift Card facility provides you with a convenient and flexible way of replacing the goods which are the subject of your insurance claim;
- the Insurance Gift Card can be used at a wide variety of Myer and participating Coles Group Retailers (see "Where can the Insurance Gift Card be used?" in this Part A on page 2);
- you can nominate up to four Additional Cardholders who can also access the Insurance Gift Card facility (see clause 3.2 in Part B for more information);
- there are no fees or charges in connection with the Insurance Gift Card facility;
- you, or an Additional Cardholder, can make purchases using an Insurance Gift Card and the exact value of any purchase made using an Insurance Gift Card is automatically deducted from your Approved Gift Card Value without the need for replacement cheques or vouchers;
- you, or an Additional Cardholder, can check your Remaining Gift Card Value in store at a participating Retailer, on the internet or by telephone (see clause 4.10 or Part B for more information);
- you, or an Additional Cardholder, can make a purchase that exceeds your Remaining Gift Card Value by paying the excess by means of another payment method accepted by the relevant Retailer (see clause 5 of Part B for more information);
- an Insurance Gift Card will remain valid for two years from the date of issue (or as otherwise extended by us);
- an Insurance Gift Card is a more secure way of making purchases at a Retailer than cash or some vouchers, as an Insurance Gift Card can only be used together with the relevant PIN and signature to authorise the transaction (see clause 4.3 of Part B for more information); and
- we may provide a replacement Insurance Gift Card if an Insurance Gift Card is lost or stolen (see clause 4.9 of Part B for more information).

Further information about each feature is set out in the Terms of Use in Part B of this PDS.

How does the Insurance Gift Card facility work?

Accompanying this PDS you would have received a temporary PIN.

You will also soon receive an Insurance Gift Card attached to a letter outlining the amount of your Approved Gift Card Value.

After activating your Insurance Gift Card, you can redeem your Approved Gift Card Value to obtain replacement goods or services at participating Retailers by using your Insurance Gift Card, your PIN and your signature (see clause 4.3 of Part B for more information).

Who can use the Insurance Gift Card facility?

You must not allow anyone else to use your Insurance Gift Card. We will issue up to four Additional Insurance Gift Cards to Additional Cardholders at the request of Your Insurer (as nominated by you) or otherwise at your request.

Additional Cardholders will only be able to use their Insurance Gift Cards after you activate your Insurance Gift Card.

As the primary cardholder, you are liable for any transaction or breach of the Terms of Use by any Additional Cardholder (see clause 3.2 of Part B for more information).

Where can the Insurance Gift Card be used?

The Insurance Gift Card can be used at any of the participating Retailers set out below:



The Insurance Gift Card cannot be used to make purchases from some sub-lets or licensees operating within a Retailer's premises (for more information visit www.insurancegiftcard.com.au or call 1300 553 885).

Excluded stores and services:

Coles Group & Myer Insurance Gift Card is not accepted at or for: Tyremaster, Kmart New Zealand, Kphoto, Coles Group Online Businesses, Officeworks Direct, Officeworks Online, Viking Office Supplies, Myer Gifts Online, Harris Technology, Coles Online, Coles Online Bulk, shopfast.com.au, Vintage Cellars Online, Liquorland Direct, Local Hero, DEFT payments, Coles Bill Payment Service, Coles Myer Card® and Coles Myer Source® MasterCard® Payments, Myer Card and Myer VISA Card Payments, Rentsmart Bill Payment, Service ATM® Payments, Dry Cleaning services, Self Checkout, Hudsons Coffee, Cavallo Nero, Gloria Jean's Coffee, Santas Photo Factory, Laubman & Pank, Nespresso, City Lotto, Miele, PixiFoto & Zumay Salon. For updated exclusions, see www.insurancegiftcard.com.au



What happens if an Insurance Gift Card is lost or stolen?

You must call us immediately on **1300 553 885** if you or an Additional Cardholder discover that an Insurance Gift Card or PIN record (or both) is lost or stolen. We will cancel the Insurance Gift Card as soon as you confirm this with us and issue a replacement Insurance Gift Card.

You should be aware that you will be liable for any unauthorised transactions that occur on your Insurance Gift Card, or an Additional Gift Card, before you notify us that the Insurance Gift Card and/or PIN has been stolen.

If you have no Remaining Gift Card Value as a result of any such transactions we will not issue a replacement Insurance Gift Card (see clauses 4.9 and 4.11 of Part B for more information).

What are the significant risks of the Insurance Gift Card facility?

Some of the risks associated with the Insurance Gift Card facility are set out below.

Acceptance of the Insurance Gift Card

There is a risk that a Retailer may not accept the Insurance Gift Card in relation to any or certain goods or services as:

- the Insurance Gift Card can only be used to purchase goods or services at participating Retailers and the identity of the Retailers accepting the Insurance Gift Card may change;
- the Insurance Gift Card cannot be used to make purchases from certain sub-lets or licensees operating within a Retailer's premises (for more information, visit www.insurancegiftcard.com.au or call **1300 553 885**);
- the Retailer may not be permitted to supply the goods or services that you wish to purchase (for example, a Retailer is not allowed by law to sell alcohol to you if you are under 18 years of age);
- we may cancel the Insurance Gift Card facility if instructed to do so by Your Insurer because there has been, or Your Insurer suspects that there has been, fraud or breach of your insurance policy in connection with your insurance claim; and
- the Insurance Gift Card cannot be used to pay a store or credit account you have with a Retailer such as Coles Myer Card®, Coles Myer Source® MasterCard®, Myer VISA Card or Myer Card account.

See clause 4.2 of Part B for more information.

Liability of an Additional Cardholder's transaction

As the primary cardholder, you are responsible for any authorised use of any Insurance Gift Card (including Additional Insurance Gift Cards). You are also responsible for ensuring that Additional Cardholders comply with the Terms of Use set out in Part B of this PDS. There is a risk that an Additional Cardholder may use their Insurance Gift Card in a way you do not approve of, or may breach the Terms of Use, in which case you may be liable for any loss as a result (see "Liability for unauthorised transactions" below and clauses 3.2, 4.9 and 4.11 of Part B for further information).

Liability for unauthorised transactions

Both you and any Additional Cardholders must keep your Insurance Gift Card and PIN secure and notify us as soon as possible if this security is compromised. If this occurs after a Insurance Gift Card is activated, there is a risk that your Approved Gift Card Value may be used without your knowledge or agreement and that you may be liable for these transactions (see clauses 4.9 and 4.11 of Part B for further information).

What if we update information in the PDS?

Information in this PDS that is not materially adverse information may change from time to time and may be out of date at the time this PDS is given to you. We will make this updated information available to you at www.insurancegiftcard.com.au. You can also ask for a paper copy of that updated information free of charge by calling **1300 553 885**.

After you have activated your Insurance Gift Card, as set out in clause 4.1 of Part B of this PDS, we will notify you of any material changes to, or significant event affecting, the information in this PDS and of any changes to the Terms of Use as set out in clause 6 of Part B of this PDS.

What do I do if I have a complaint about the Insurance Gift Card facility?

If you have a complaint, or believe an error or unauthorised transaction has occurred please contact our Customer Service team who will investigate your concerns. You can do this by:

- calling us on **1300 553 885**; or
- writing to: Coles Group & Myer Insurance Gift Card, PO Box 340, Milsons Point NSW 1565.

Within 21 days of receiving the details of your complaint, we will either advise you of the outcome of our investigation, or will tell you that we need more time to complete our investigation. Unless there are exceptional circumstances, we will complete our investigation of your complaint within 45 business days. We will tell you of the outcome of the investigation together with our reasons.

If we have a complaint that we cannot resolve to your satisfaction, we will appoint an external mediator (at our expense) to help.

Any complaints about goods or services purchased with an Insurance Gift Card should be resolved directly with the Retailer concerned.



Part B Terms of Use

1. Definitions

“Additional Cardholder” means a person to whom we have provided an Additional Insurance Gift Card;

“Additional Insurance Gift Card” means an additional card provided at the request of Your Insurer (as nominated by the Primary Cardholder) at the time of your claim or otherwise at the request of the Primary Cardholder under these Terms of Use;

“Approved Gift Card Value” means the amount which Your Insurer has agreed to pay you in full or partial settlement of your insurance claim and which you can access using an Insurance Gift Card;

“Business Day” means a weekday other than a national public holiday or a public holiday in Victoria;

“Card Number” means the 17-digit number which appears on the back of your Insurance Gift Card;

“Claimant” means the insured whose insurance claim has been approved by Your Insurer and which may be wholly or partially settled by the provision of the Insurance Gift Card facility;

“Insurance Gift Card” means each Coles Group & Myer Insurance Gift Card linked to your Insurance Gift Card facility (and includes the Primary Insurance Gift Card and each Additional Insurance Gift Card, if any);

“Insurance Gift Card facility” means the facility provided by us to the Primary Cardholder when the Primary Insurance Gift Card is activated with an initial value equal to the Approved Gift Card Value. You can access any Remaining Gift Card Value using an Insurance Gift Card;

“Coles Group” means Coles Group Limited ABN 11 004 089 936 of 800 Toorak Road, Tooronga, Victoria 3146;

“PIN” means your Personal Identification Number;

“Primary Cardholder” means the person to whom we have provided the Primary Insurance Gift Card;

“Primary Insurance Gift Card” means the card provided to the Claimant at the request of Your Insurer, or if there is more than one Claimant, the Claimant nominated by Your Insurer as the Primary Cardholder;

“Remaining Gift Card Value” means, at any time, that portion of the Approved Gift Card Value which is unspent and can be accessed by using an Insurance Gift Card in accordance with these Terms of Use;

“Retailer” means, at any time, each of the Myer and participating Coles Group Retailers at which the Insurance Gift Card will be accepted; and

“Your Insurer” means the insurance company that has provided you with the insurance policy under which you have made a claim, which may be settled by the provision of the Insurance Gift Card facility.

A reference to **“we”**, **“us”** or **“our”** is a reference to Coles Group Limited.

A reference to **“you”** or **“your”** is a reference to:

- (a) the Primary Cardholder; and
- (b) each Additional Cardholder, other than in clause 2, clause 3, clause 6 or clause 7, where these Terms of Use refer to **“your insurance policy”**, **“your insurance claim”**, **“Your Insurer”**, **“your Insurance Gift Card facility”** or **“your claim”**.

2. Accepting and agreeing to these Terms of Use

You accept the terms and conditions contained in these Terms of Use and you are bound by these Terms of Use, when you activate your Primary Insurance Gift Card in accordance with clause 4.1.

These Terms of Use also apply to each new replacement Insurance Gift Card issued pursuant to these Terms of Use (including any Additional Insurance Gift Card issued under clause 3.2).

3. How to obtain an Insurance Gift Card

3.1 Primary Insurance Gift Card

Once your claim is approved by Your Insurer, and you have agreed with Your Insurer that you may settle all or part of your claim by obtaining an Insurance Gift Card facility, with a value equal to the Approved Gift Card Value, we will arrange for you to be provided by mail with a Primary Insurance Gift Card and a PIN.

3.2 Additional Insurance Gift Cards

- (a) We may issue up to four Additional Insurance Gift Cards and PINs at the request of Your Insurer (to individuals nominated by you) or at your request. You authorise each Additional Cardholder to use their Additional Insurance Gift Card in every way you are able to use your Primary Insurance Gift Card and each cardholder is subject to these Terms of Use.
- (b) Each Additional Insurance Gift Card issued must be activated by that Additional Cardholder prior to use in accordance with clause 4.1. An Additional Cardholder can only use their Additional Insurance Gift Card after you have activated your Primary Insurance Gift Card in accordance with clause 4.1.
- (c) You will be liable for any use of an Additional Insurance Gift Card, and any breach of these Terms of Use, by an Additional Cardholder. However, you will not be liable for any unauthorised transaction that occurs after the Additional Cardholder's right to use an Additional Insurance Gift Card has been withdrawn in accordance with paragraph (d).
- (d) An Additional Cardholder's right to use their Additional Insurance Gift Card will be withdrawn when that Additional Insurance Gift Card is cancelled in accordance with these Terms of Use or if you advise us to do so (by logging onto the website www.insurancegiftcard.com.au or calling **1300 553 885**).



4. Transactions made using your Insurance Gift Card

4.1 Activation of Insurance Gift Card prior to use

You will not be able to use your Insurance Gift Card to purchase any goods or services from a Retailer until you have first activated the Insurance Gift Card in accordance with these Terms of Use and signed the back of the Insurance Gift Card.

You must activate your Insurance Gift Card via the web at www.insurancegiftcard.com.au or by calling **1300 551 885**. You will need to quote your Insurance Gift Card Number, your six digit date of birth, and your temporary PIN which has been mailed to you.

Once your Insurance Gift Card has been activated, you will be asked to change the PIN to a permanent PIN, and you may then use the Insurance Gift Card to purchase goods and services from Retailers in accordance with these Terms of Use.

If you have received a Primary Insurance Gift Card, please note that you must activate your Primary Insurance Gift Card no later than 12 months after the date set out on the letter that accompanied this PDS.

If you do not activate your Primary Insurance Gift Card by this time, the offer to issue an Insurance Gift Card facility contained in this PDS will expire and you will need to contact Your Insurer to discuss the settlement of your insurance claim.

Please note that the offer to issue an Insurance Gift Card facility contained in this PDS will be withdrawn (and you will be unable to activate your Insurance Gift Card) if Your Insurer instructs us to do so because there has been, or Your Insurer suspects that there has been, fraud or breach of your insurance policy in connection with your insurance claim.

4.2 How and where you can use this Insurance Gift Card

Your Insurance Gift Card may only be used at the Retailers who accept the Insurance Gift Card, as set out in "Where can the Insurance Gift Card be used?" in Part A of this PDS. The identity of the Retailers who have agreed to accept the Insurance Gift Card may change from time to time. We will notify you of any such changes as set out in clause 6.

Each Retailer will accept the Insurance Gift Card in accordance with these Terms of Use and any applicable law. You acknowledge that each Retailer has the right to determine from time to time, at its discretion, that the Insurance Gift Card may not be used to;

- Purchase certain goods or services or to make account payments or perform other transactions.
- Make purchases from certain sub-lets or licensees operating within the Retailer's premises. A current list of these sub-lets and licenses is available by visiting www.insurancegiftcard.com.au or calling **1300 553 885**.

4.3 Transactions using the Insurance Gift Card

You agree that we can reduce the Remaining Gift Card Value by the value of all purchases of goods and services from a Retailer which is authorised by you. Transactions are authorised by you, by:

- (a) using your Insurance Gift Card, together with your PIN, at an electronic point of sale terminal at a Retailer;
- (b) presenting your Insurance Gift Card to a Retailer and signing a voucher or other documentation acceptable to the Retailer authorising the transaction where the signature matches the signature on the Insurance Gift Card; or
- (c) giving the Retailer details of the Insurance Gift Card and authorising the transaction in some other way approved by the Retailer (for example, in certain circumstances, a Retailer might accept your Card Number and a personal identifier, such as your date of birth, as authorisation).

When you authorise a transaction:

- (d) you are confirming, that the transaction correctly represents the purchase price of the goods or services obtained; and
- (e) you are agreeing to pay the amount of that transaction by the reduction of the Remaining Gift Card Value.

4.4 No cash advances

You cannot obtain a cash advance by using your Insurance Gift Card.

4.5 Ownership

Your Insurance Gift Card remains our property.

4.6 Validity and expiry of Insurance Gift Cards

Your Insurance Gift Card will be valid for use for two years from the date of issue (or as otherwise extended by us).

4.7 Re-issue of faulty or damaged Insurance Gift Cards

If your Insurance Gift Card becomes faulty or damaged and is therefore unable to be accepted by a Retailer, you may order a replacement Insurance Gift Card by calling **1300 553 885**.

4.8 Cancellation of Insurance Gift Card facility

We will cancel your Insurance Gift Card facility automatically:

- (a) when the Remaining Gift Card Value is reduced to zero; or
- (b) if instructed to do so by Your Insurer because there has been, or Your Insurer suspects that there has been, fraud or breach of your insurance policy in connection with your insurance claim.

Your Insurance Gift Card must not be used once the Insurance Gift Card facility has been cancelled and you must ensure that the Insurance Gift Card is destroyed by cutting it diagonally in half.



4.9 Insurance Gift Card, PIN and Card Number security and lost or stolen Insurance Gift Cards

It is your responsibility to protect the security of your Insurance Gift Card, PIN and Card Number.

When your Insurance Gift Card is cancelled, destroy it by cutting it diagonally in half. Never allow anyone other than yourself to use your Insurance Gift Card.

Protect your PIN by keeping it secret. Never disclose your PIN or let anyone see you enter your PIN when you use your Insurance Gift Card. Do not write your PIN on your Insurance Gift Card even if it is disguised. If you make a record of your PIN, you must keep it separate from your Insurance Gift Card. To minimise the risk of unauthorised transactions, it is best to keep any record of your PIN disguised.

You must notify us immediately by calling **1300 553 885** if you discover that your Insurance Gift Card or PIN record (or both) has become lost or stolen, that someone else may have come to know your PIN, or that your Insurance Gift Card or PIN (or both) has been used by someone else. Your Insurance Gift Card will be cancelled as soon as this notification is made. This means that you may not use the Insurance Gift Card once that report is made. We will issue you with a new Insurance Gift Card, unless your Remaining Gift Card Value is zero as a result of an unauthorised transaction for which you are liable (see 4.11 for more information).

4.10 Checking Remaining Gift Card Value

You may check the Remaining Gift Card Value on the website at www.insurancegiftcard.com.au, in-store at a Retailer, or by calling **1300 553 885**. You will need to quote your Card Number in order to log onto the website or access the interactive voice recognition system.

4.11 Liability

You are responsible for the use and safety of your Insurance Gift Card, PIN and Card Number. As Primary Cardholder, you will be liable for transactions on your Insurance Gift Card for which you did not give authority, other than transactions, resulting from unauthorised use of your Insurance Gift Card, Card Number or PIN:

- (a) which occur before you receive your Insurance Gift Card and PIN;
- (b) which occur after you have notified us that your Insurance Gift Card, Card Number or PIN has been lost, stolen or misused; or
- (c) where there has been fraud or negligence on our part or by any of our employees, or on the part of a Retailer or any of its employees.

5. Purchases which exceed Remaining Gift Card Value

Your Insurance Gift Card may only be used to make a purchase from a Retailer up to the Remaining Gift Card Value.

If you wish to make a purchase for an amount that exceeds the Remaining Gift Card Value, you must pay the excess by means of another payment method accepted by the relevant Retailer.

It is not possible to trade in the Remaining Gift Card Value for cash.

You cannot increase the Remaining Gift Card Value in any way.

6. Changes to Terms of Use and notification of changes

6.1 Changes

We reserve the right to change any of the terms and conditions contained in these Terms of Use at any time.

6.2 Notice

- (a) We will give you at least 30 days' prior notice (or such longer period if required by law) of any change that introduces or increases a fee or charge payable in respect of the Insurance Gift Card by sending you written notice to the address to which your Insurance Gift Card was sent or, if you have notified us in writing of a change of address, to that new address.
- (b) You agree that we may give you notice of other changes to the Terms of Use no later than the day on which the change is to take effect (or such longer period if required by law) by:
 - (1) sending you written notice to the address to which your Insurance Gift Card was sent or, if you have notified us in writing of a change of address, to that new address; or
 - (2) an advertisement in a newspaper circulating in your State or Territory.

7. Standing facility

We will confirm transactions made in relation to the Insurance Gift Card facility by making confirmation details available for viewing by you on the internet at the time we are required to do so by law. You can obtain these confirmations of transactions by logging on to www.insurancegiftcard.com.au

By activating your Insurance Gift Card, you agree to receive confirmation of any transactions made in relation to the Insurance Gift Card facility in this way.



Part C Privacy Notice

8. Privacy and confidentiality

We have a general duty to keep information about you confidential except in certain circumstances (for example, where the law requires us to disclose information about you).

A privacy notice is set out in Part C of this PDS. A copy of the Coles Group Privacy Policy is available at www.colesgroup.com.au, a copy of the Myer Pty Ltd Policy is available at www.myer.com.au, it is important that you carefully read and understand the privacy notice and policy.

Safeguarding your personal information is important to the Coles Group. We are committed to complying with the Privacy Act 1988 (Cth).

The Coles Group assists Your Insurer in providing you with the Insurance Gift Card facility and associated services, including allowing for Retailers to accept the Insurance Gift Card. In order to do this, Myer or members of the Coles Group may need to collect personal information (such as your name, address, contact details and transaction information) when you use the Insurance Gift Card in our stores. Myer or members of Coles Group will not share personal information collected in this way with any other business partner for marketing purposes.

To deliver the Insurance Gift Card facility, your information may be shared between members of Coles Group and Myer Pty Ltd and with business partners who assist Coles Group with service delivery, such as delivery companies, mail houses and call centres. These disclosures to business partners will be protected by legally binding agreements.

Should you wish to access your personal information held by members of Coles Group in relation to the Insurance Gift Card facility, you can do so on the website at www.insurancegiftcard.com.au where you can view your account details and purchases, or contact the customer response centre on **1300 553 885**.

A copy of the Coles Group Privacy Policy is available at www.colesgroup.com.au

A copy of the Myer Pty Ltd Privacy Policy is available at www.myer.com.au



Website www.insurancegiftcard.com.au
Customer Response Team 1300 553 885

