

A photograph of a young woman with long brown hair, wearing a white collared shirt, smiling as she looks at a laptop. Next to her, a young boy in a yellow polo shirt is also looking at the laptop. They are in a classroom setting with other students and a whiteboard in the background.

# Comptelec School Computers Insurance Master Policy

Policy Document.

## **Allianz Marine & Transit Underwriting Agency**

As a specialist, our exclusive focus is on providing solutions to clients in the marine, transport and logistics industries.

[allianzmarineandtransit.com.au](http://allianzmarineandtransit.com.au)

**Allianz** 



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# Introduction and important notices

## Introduction

This is an important document, being a Master Policy covering computer equipment sold by Computelec Pty Ltd ACN 080 496 500 (Computelec) to declared customer schools who have requested to be covered under this arrangement, and for which Computelec provide repair and maintenance services.

You should read this document carefully before making a decision to purchase this insurance. It will help You to:

- decide whether this insurance will meet Your needs; and
- compare it with other products You may be considering.

Please note that any recommendation or opinion in this document is of a general nature only and does not take into account Your objectives, financial situation or needs.

## Who is the Insurer?

The insurer is Allianz Australia Insurance Limited ABN 15 000 122 850 AFS Licence No. 234708 of 2 Market Street, Sydney, NSW, 2000.

In the Policy document We refer to Allianz Australia Limited as “We”, “Us”, “Our” and “Allianz”.

Allianz is one of Australia’s largest general insurers. We utilise years of local expertise, combined with global experience to offer a wide range of products and services to Our customers. As a member of the worldwide Allianz Group, We are committed to continuous improvement of Our products and services and strive to achieve this through knowledge transfer within the Group, dedicated technical research units, sharing new product developments and a wide range of risk management services globally.

## About Allianz Marine & Transit Underwriting Agency and Allianz

Allianz Marine & Transit Underwriting Agency Pty Limited AFS Representative No. 423910 ABN 98 155 554 279 of 221 Miller Street, North Sydney, NSW 2055 is an Australian organisation that specialises in providing insurance products for Cargo, Commercial Hull and Marine Liabilities. Allianz Marine & Transit Underwriting Agency have been given a “binding” authority by Allianz to issue, vary and dispose of this insurance and settle claims as agents of Allianz as if they were Allianz the insurer.

## About Computelec

Computelec Pty Ltd ACN 080 496 500 is an insured under this Master Policy. Computelec does not hold an Australian Financial Services Licence and is not authorised to provide financial advice about this policy.

Schools that are insured under this Master Policy should consider seeking their own advice about this policy from a person who is able to give such advice under an Australian Financial Services Licence.

## Our contract with You

Where We agree to enter into a Policy with You it is a contract of insurance between Us and You (see the definition of “You” for details of who is covered by this term). We only cover those parties shown in the Schedule unless otherwise stated in this Master Policy as being a person or entity entitled to cover. If more than one person is insured under the Master Policy, a failure or wrongful action by one of those persons may adversely affect the rights of any other person insured under the Master Policy.

We cover You in accordance with the insurance as described in this Master Policy, for the Period of Insurance shown on the Schedule and for any subsequent period where renewal may be agreed. The maximum amount We will pay under the Master Policy will not exceed the Sum Insured shown on the Schedule unless otherwise specified herein.

You are required to comply with the terms and conditions of the Master Policy. Please remember that if You do not comply with any term or condition, We may (to the extent permitted by law) decline or reduce any claim payment and/or cancel Your Master Policy.

The Master Policy consists of:

- this document which sets out the standard terms of Your cover and its limitations;
- Your current Schedule issued by Us. The Schedule is a separate document, which shows the insurance details relevant to You. It may include additional terms, conditions and exclusions relevant to You that amend the standard terms of this document; and
- any other change to the terms of the Master Policy otherwise advised by Us in writing (such as an Endorsement). These written changes may vary or modify the above documents.

These are all important documents and should be carefully read together and kept in a safe place for future reference. When You enter into the Master Policy You confirm and warrant that You have read or will read the Master Policy documents when provided to You. Any new or replacement Schedule We may send You, detailing changes to Your insurance or the Period of Insurance, will become the current Schedule, which You should carefully read and retain.

We reserve the right to change the terms of this insurance where permitted to do so by law.

## Summary of the available cover

Please note that this is a limited summary only and not a full description of cover. The cover noted is subject to terms, conditions, limitations and exclusions that are not listed in the summary. You must read the Master Policy to properly understand the cover provided.

This Master Policy is intended to cover You (including customer schools that have requested that they be added as insureds under the policy) against the risk of Total Loss of computer equipment:

- sold by Computelec and for which Computelec provide repair and maintenance services;
- as a result of a listed insured event.

Cover is not available under this policy for:

- property other than that declared and listed in the Schedule;
- losses which occur outside Australia or New Zealand other than short duration travel overseas not exceeding 28 days;
- partial losses (e.g. damage which can be repaired); or
- for excluded events detailed under the heading "General exclusions" on page 9.

For details on what We will pay in the event of a claim please refer to the section titled "How much We will Pay" on page 8.

## Understanding Your Policy and its important terms and conditions

To properly understand the significant features, benefits and risks of this insurance You need to carefully read:

- about the available type of cover and benefits and exclusions in the Master Policy, (the standard cover provided can be affected by the following);
- the rest of this "Introduction" section – this sets out how You apply for cover, the basis on which We insure You, the duty of disclosure You need to meet before We insure You, Our privacy information, Our dispute resolution procedures and other important information;
- the "Words with special meaning" section – this sets out what We mean by certain words used in the Master Policy. These words begin with a capital letter throughout this document;
- the "Exclusions" set out the general exclusions and limitations that apply to the cover and benefits;

- the "General conditions" and "Claims procedure" sections – these set out certain general rights and obligations that You and We have and other cover restrictions;
- all of the documents that make up the Master Policy, including the Policy Schedule and any Endorsements or other written changes to the cover We issue You with – these contain specific details relevant to You and can affect the cover.

Headings are provided for reference only and do not form part of Your Master Policy for interpretation purposes.

## Applying for cover

When a school applies for cover, Computelec will apply for that cover by completing Our application process, or by periodic declaration of property to be insured for a particular school's contract. You need to provide the information We require to determine whether We will accept cover and if so, on what terms, including (to the extent they are optional):

- the property You wish to cover and the limits You want;
- the period of cover You want.

Where We agree to cover a school under this Policy, cover is provided on the basis:

- that You have paid or agreed to pay Us the Premium for the cover provided;
- of the verbal and/or written information provided by You which must have given in accordance with Your Duty of Disclosure.

Your Duty of Disclosure and the consequences of nondisclosure, are provided under the heading "Your Duty of Disclosure" on page 4.

## Renewal procedure

Before Your Master Policy expires, We will advise You whether We intend to offer renewal and if so on what terms. This also applies for any other renewal We make, unless We tell You otherwise.

It is important that You check the terms of any renewal before renewing to satisfy Yourself that the details are correct. In particular check the Sum Insured amounts to ensure the levels of cover are appropriate and that the covers selected suit Your needs, allowing for any changes in Your business and declared contracts since the Policy was originally taken out.

Please note that You need to comply with Your Duty of Disclosure (see page 4) before each renewal.

## Contact for assistance or confirmation of cover

If You need to confirm any Policy transaction, check whether the Master Policy remains current, or clarify any of the information contained in this Master Policy please contact Us via the details on the back cover.

## Your Duty of Disclosure

Before You enter into a contract of general insurance with Us, You have a duty, under the Insurance Contracts Act 1984, to disclose to Us every matter that You know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate a contract of general insurance.

This duty of disclosure applies until the contract is entered into (or renewed, extended, varied or reinstated as applicable).

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by Us; or
- that is of common knowledge; or
- that We know or, in the ordinary course of business, ought to know; or
- as to which compliance with Your duty is waived by Us.

## Non-disclosure

If You fail to comply with Your duty of disclosure, We may be entitled to reduce Our liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

## Who must tell Us?

Everyone who is insured under the Policy must comply with this duty.

## Alteration of risk

If You become aware of any changes to the facts or circumstances which existed when this insurance commenced that change the nature of the risk (for example, the nature of Your business operations, or property to be insured) in a way that would increase the risk of loss or damage occurring You must notify Us immediately in writing. If We agree to the change We will do so in writing and You must pay Us any additional Premium We require.

## Premium

The total premium is the amount We charge You for this insurance Policy. It includes the amount We have calculated will cover the risk, and any taxes and government charges. The premium and any taxes and government charges will be shown on your Policy Schedule.

Minimum Premiums may apply. When You apply for this insurance, You will be advised of the total Premium amount payable, when it needs to be paid and how it can be paid.

This amount will be set out in the Schedule, which will be sent to You after the entry into the Policy. If You fail to pay the Premium We may reduce any claim payment by the amount of Premium owing and/or cancel the Policy.

If You are a school, Payment of the Premium amount to Computelec will be Payment to Us.

## Declarations (applicable to Computelec only)

This Master policy is subject to a minimum and deposit premium calculated on the basis of anticipated sales to schools that require insurance coverage as an additional insured under this Master Policy.

Monthly declaration of such sales will take place throughout the policy period utilising an agreed spreadsheet format. Additional premium will be payable when the eligible sales have exceeded the estimates on which the deposit premium was based.

Claims declarations must be forwarded to Us within 31 days of the close of each calendar month in which the Insured Event occurred.

Computelec is required and agree to keep accurate records of all such figures and, on request, to provide Us with an audited copy of these records. If We request an audited copy of the records and this is not available then We may appoint an auditor. We shall pay for the cost of the audit but if the audit reveals that the figures declared by Computelec are incorrect, Computelec shall reimburse Us for the cost of the audit.

## How to make a claim

If You need to make a claim under the Policy, please refer to the "Claims procedure" section on page 12.

## Cancellation

- (a) You may cancel the Policy at any time by notifying Us in writing.
- (b) We have the right to cancel the Policy where permitted by law.

In particular, We may be able to cancel Your Policy:

- if You failed to comply with the duty of the utmost good faith;

- if You failed to comply with Your Duty of Disclosure;
  - where You have made a misrepresentation to Us during negotiations prior to the issue of the Policy;
  - where You have failed to comply with a provision of the Policy, including payment of Premium; or
  - where You have made a fraudulent claim under Your Policy or under some other contract of insurance that provides cover during the same period of time that Our Policy covers You.
- (c) If We decide to cancel Your Policy We will give written notice to You personally or by post to Your last known address or, Your intermediary as may be appropriate. Such notice will be effective from the expiry of the stipulated period calculated from midnight of the day on which notice of the cancellation is issued by or to Us. A posted notice is deemed given to You at the time it would have been delivered in the normal course of the postal service.
- (d) In the event that You or Us cancelling the Policy, We may deduct a pro rata proportion of the Premium for time on risk, reasonable administrative costs related to the acquisition and termination of Your Policy and any government taxes or duties We cannot recover. In the event that You have made a claim under the Policy and We have agreed to pay the full Sum Insured, no return of Premium will be made for the applicable portion of the Premium.
- (e) If the Premium has been funded by a Premium funding company which holds a legal right over the Policy by virtue of a notice of assignment and/or irrevocable power of attorney, a refund will be made to the Premium funding company in accordance with the provisions set out above.

## Privacy notice

In this Privacy notice, “We”, “Us” and “Our” means Allianz and Allianz Marine & Transit Underwriting Agency.

At Allianz, We give priority to protecting the privacy of Your personal information. We do this by handling personal information in a responsible manner and in accordance with the *Privacy Act 1988 (Cth)*.

### How We collect Your personal information

Collection can take place through websites (from data You input directly or through cookies and other web analytic tools), email, by telephone or in writing.

We usually collect Your personal information from You or Your agents. We may also collect it from Our agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assist Us in investigating or processing claims, including third parties claiming under Your policy, witnesses and

medical practitioners; third parties who may be arranging insurance cover for a group that You are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

If You provide Us with personal information about another person You must only do so with their consent and agree to make them aware of this privacy notice.

### Why We collect Your personal information

We collect Your personal information to enable Us to provide Our products and services, including to process and settle claims; offer Our products and services and those of Our related companies, brokers, intermediaries and business partners that may interest You; and conduct market or customer research to determine those products or services that may suit You. You can choose not to receive product or service offerings from Us (including product or service offerings from Us on behalf of Our brokers, intermediaries and/or Our business partners) or Our related companies by calling the Allianz Direct Marketing Privacy Service Line on 1300 360 529, EST 8am-6pm Monday to Friday, or going to Our website’s Privacy section at [www.allianz.com.au](http://www.allianz.com.au).

### Who We disclose Your personal information to

We may disclose Your personal information to others with whom We have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to You. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, Our advisers, persons involved in claims, external claims data collectors and verifiers, parties that We have an insurance scheme in place with under which You purchased Your policy. Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

### Disclosure overseas

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries to which this information may be disclosed will vary from time to time, but may include Canada, Germany, New Zealand, United States of America and other countries in which the Allianz Group has a presence or engages subcontractors. We regularly review the security of Our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

## Access to Your personal information and complaints

You may ask for access to the personal information We hold about You and seek correction by calling 1300 360 529 EST 8am-6pm, Monday to Friday. Our Privacy Policy contains details about how You may make a complaint about a breach of the privacy principles contained in the *Privacy Act 1988 (Cth)* and how We deal with complaints. Our Privacy Policy is available at [www.allianz.com.au](http://www.allianz.com.au) and [www.allianzmarineandtransit.com.au/](http://www.allianzmarineandtransit.com.au/)

## Telephone call recording

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where We have recorded a telephone call, We can provide You with a copy at Your request, where it is reasonable to do so.

## General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry. We keenly support the standards set out in the Code. You can obtain more information on the Code of Practice and how it assists You by contacting Us. Contact details are provided on the back cover of this document.

## Dispute resolution process – helping You solve any problems

We strive to do things the right way and keep Our customers happy.

Sometimes, complaints or disputes do occur and when this happens, Our objective is to resolve any disagreement as amicably and as quickly as possible. We believe the best way to achieve this is to provide You with an opportunity for an unbiased review of the issue.

## Here is what to do if a complaint or dispute arises

Regardless of whether the complaint or dispute involves Our staff, an agent, loss adjuster, assessor, investigator or the service We provide, simply contact Us on 13 2664 EST 8am-6pm, Monday to Friday, speak to one of Our operators and provide them with the details of the issue concerning You. They will attempt to resolve the complaint or dispute; if they are unable to do so they will log it and refer it to the appropriate business unit for resolution.

Within Our organisation We have established a complaints and disputes resolution process. This is a free service. It is a system designed to log, track, escalate and monitor complaints received from clients and customers about Our services and products. A staff member involved in the complaints and disputes resolution process will write to You within 15 working days advising the outcome of the review and reasons for their decision. We do not consider a complaint or dispute to be resolved until a proposed resolution or solution has been communicated to You and You have accepted the resolution or solution.

## If You are not satisfied with the outcome of this process

If We are unable to resolve the complaint or dispute, You may be able to refer the matter to the insurance industry's external independent complaints scheme (subject to eligibility).

## If this insurance has been issued through an insurance intermediary

If Your Policy has been issued through Our agent, or a broker who is acting under an agency arrangement such as a binder with Us, then they are acting as Our agent and not as Your agent.

If Your Policy has been issued by a broker, other than a broker acting under such an agency arrangement with Us, then the broker is acting as Your agent.

Where this Policy has been arranged through an intermediary a commission is payable by Us to them for arranging the insurance.

# Words with special meaning

Some of the words in Your Policy have special meanings wherever they appear. These words and their meanings are defined below.

**Accident** or **Accidental** means an event or occurrence that You did not intend or expect to happen or could not have been expected to happen by a reasonable person with actual knowledge of the circumstances.

**Conditions of Cover** means the cover We are providing under this Policy as specified in the Schedule.

**Deliberate Third Party Act** This includes:

- deliberate damage by Federal, State or Local authorities exercising their rights under current legislation in order to prevent or minimise an environmental hazard/ pollution resulting from an Insured Event and provided this has not resulted from Your lack of due diligence;
- the deliberate act of any party other than You which was committed without Your knowledge or connivance.

**Due Care** means the exercising by You of appropriate levels of prudence and caution in:

- the care, safety and protection of the property insured, including, where relevant, the selection of, and provision of handling instructions to, third party transport service providers selection of packaging appropriate to protect the property in transit and the selection of, and provision of handling instructions to, third party transport service providers compliance with all statutory obligations, bylaws and regulations imposed by any public authority for the safety, use and storage of the property insured.

**Endorsement** means documentary evidence of an alteration to this Policy or the Schedule which forms part of the Policy.

**Excess** means the amount payable by You for each and every loss recoverable under this Policy, the Schedule, or any Endorsement to this Policy. Where an Excess is expressed as a specified sum it means the amount specified. Where the Excess is expressed as a percentage it means the monetary equivalent of such percentage of each loss. Where a claim is made in respect of more than one occurrence, the Excess will apply as though a claim was made for each separate occurrence.

**Flood** means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);

- a creek (whether or not it has been altered or modified);
- another natural watercourse (whether or not it has been altered or modified);
- a reservoir;
- a canal;
- a dam.

**Insured, You or Your** means Computelec Pty Ltd ACN 080 496 500 and customer schools who have requested that they be added as an insured under this Master Policy in respect of computers supplied by Computelec and any other party specified in the Policy Schedule.

**Insured Events** means an event shown under the heading "Insured Events" and for which cover is available under the Policy.

**Insured Property** means computer equipment supplied by Computelec to customer schools as described in the Policy Schedule including standard ancillary equipment, tools and accessories (factory fitted or supplied by the computer manufacturer) which were in or on the computer at the time of purchase, including any carrying case.

**Market Value** means the cost to buy property of a similar type, age, and condition to the damaged or destroyed item at the time of the loss or damage:

- (a) adjusted for any special features; and
- (b) having regard to used price guides and any other information.

**Period of Insurance** means the period commencing on the effective date and ending at 4pm in the State or Territory of Australia in which the Policy is issued and ending on the expiry date as shown in the Schedule.

**Policy** means this document the Schedule and any other documents that parties agree in writing will form part of the Policy (e.g. an Endorsement).

**Premium** means the Premium specified in the current Schedule, any Endorsement Premium and any adjustment in accordance with General Conditions –plus any applicable Government charges.

**Salvage** has two meanings subject to context, being either:

- what is left of the Goods or Property after it has suffered loss or damage; or
- the physical act of recovering Goods or Property which has been lost or damaged, but which has residual commercial value.

**Schedule** means the relevant Schedule We have provided to You which specifies important information such as the Policy number, Geographical Limits, the details of the Insured Property, the Sums Insured and any Excess payable.

**Sum Insured** means the amounts to which Our liability is limited being the amounts stated in this Policy or the Policy Schedule for any one loss or series of losses arising out of the same event.

**Terrorism** means any act(s) of any person(s) or organisation(s) involving:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- putting the public or any section of the public in fear;

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

Terrorism shall also include steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

**Total Loss** means either Actual or Constructive Total Loss.

**Actual Total Loss** occurs in circumstances in which the property insured has been:

- completely destroyed; or
- ceases to exist as a thing of the kind insured; or
- is irretrievably lost to the insured.

**Constructive Total Loss** means that either:

- the Actual Total Loss of the property insured appears to be unavoidable; or
- to prevent the property insured from being a Total Loss would reasonably cost more than their value when preserved.

If stolen or lost insured property is not found within a reasonable time after the loss, We will treat the loss as a Constructive Total Loss, providing always that We will be entitled to retain the property and dispose of it in recovery of any amounts We have paid in respect of the loss should the property subsequently be recovered.

**We, Us or Our, Insurer, Underwriter** means the Insurer Allianz Australia Insurance Limited ABN 15 000 122 850 (Allianz) AFS Licence No. 234708 of 2 Market Street, Sydney, NSW, 2000 (the insurer of Your Policy), through its agent Allianz Marine & Transit Underwriting Agency Pty Limited.

# Cover

## Scope of cover

Subject to the terms and conditions, limitations and exclusions of this Policy, We will cover You up to the Sum Insured specified in the Schedule for loss or damage to the Insured Property:

- as a result of an Insured Event that causes the Total Loss of the Insured Property;
- this occurs during the Period of Insurance;
- within Australia or New Zealand (including whilst in transit or when temporarily outside Australia or New Zealand for a period not exceeding 28 days).

## Insured Events

- Accidental damage.
- Fire, lightning, thunderbolt or explosion.
- Earthquake, volcanic eruption, subterranean fire or tsunami.
- Storm, tempest, hail, windstorm, tornado or cyclone.
- Deliberate Third Party Act including damage caused by a wrongful act which was vindictive, deliberate or intentional, other than damage caused by You or anyone who permanently or temporarily lives with You.
- Theft of Insured Property:
  - where there has been actual forcible and violent entry to the premises at the situation;
  - by a person feloniously concealed on the premises at the situation;
  - where there has been a threat of violence or violent intimidation;
  - where there has been actual forcible and violent entry to a securely locked vehicle in which the Insured Property is contained.
- Flood.
- Riots, civil commotion, strikes or locked out workers or persons taking part in labour disturbances.

## How much We will pay

In the event of Total Loss We will at Our option:

- pay You the reasonable cost of replacement with an item of similar age and condition to the Insured Property lost or damaged; or
- pay You the market value of the Insured Property immediately prior to the loss or damage.

Where any insured item forming part of a pair or set is lost or damaged and cannot be recovered or repaired, We will not pay more than a proportionate part of the insured value of the pair or set. Where any item of Equipment has a special value as part of any set, such special value will be taken into account in the claim settlement.

We will delete all items from this Policy on which We have settled a claim on a total loss basis and, because We have carried out Our obligations, We will not refund any premium. Following a claim You will need to advise Us regarding the details and values of any replacement items for these items to be insured and for the Total Sum Insured to be adjusted (where necessary).

## Additional benefits

### Acquired companies

We will provide cover under this Policy for any company, subsidiary company or firm that is formed, purchased or otherwise acquired by You during the Period of Insurance, provided always that You:

- hold a controlling interest in the company, subsidiary company or firm or have agreed to accept responsibility for insurance of such company, subsidiary company or firm;
- advise Us of Your interest in the company, subsidiary company or firm within sixty (60) days from the date of signing of the instrument by which You acquired such company, subsidiary company or firm, or from the date of formation of such company, subsidiary company or firm, whichever the case may be; and
- make periodic declaration to Us of Insured Property and school contracts to be included under this Master Policy and then agree to any additional conditions required by Us and pay any additional Premiums required by Us to be paid.

### Interests of other parties

Where You are comprised of more than one entity, the term "You" will be considered as applying to each entity in the same manner as though a separate Policy had been issued to each entity, however, Our limit of liability shall not exceed the Sum Insured specified in the Schedule and Our liability to make supplementary payments will apply as though there were not separate policies issued to each entity.

The interests of any party other than You (e.g. financiers, other owners and/or lessors) who You require to be covered by this insured are protected under this Policy provided You have informed Us about them and We have agreed to include them and noted them on the Schedule.

Where the protection provided by the Policy covers the interest of more than one party, any act or omission of an individual party will not prejudice the rights of the remaining parties, provided:

- the loss, damage, liability, cost or expense are not directly or indirectly caused by or contributed to by or arise from any of the remaining parties' misconduct or intentionally caused by one of the remaining parties or any person acting with their express or implied consent; and
- the remaining parties, immediately on becoming aware of any act or omission that increases the risk of loss or damage, give notice in writing to Us and on demand pay such reasonable additional Premium as We may require.

## General exclusions

### Property exclusions

We do not insure You for loss or damage to Property Insured:

1. other than computer equipment supplied by Compu-tec to customer schools as described in the Policy Schedule including standard ancillary equipment, tools and accessories unless specifically noted in the Schedule;
2. whilst situated outside Australia or New Zealand for a period longer than 28 consecutive days any one trip.

### Perils exclusions

This Policy does not cover any loss, damage, liability, destruction, cost or expense of any nature whatsoever that is directly or indirectly caused by or contributed to by or arises from any of the following:

1. dishonest or fraudulent acts fraudulent misappropriation, embezzlement and forgery by You, Your Family or any directors, partners or employees other than loss of or damage to insured property by an employee that is not a director or partner following visible forcible and violent entry;
2. Your misconduct or intentional acts caused by You or any person acting with Your express or implied consent;
3. failure to exercise Due Care in the safe handling, storage, protection and security of the Insured Property to the extent these matters are within Your control;
4. moths, termites or other insects, vermin, rust or oxidation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, change of colour, dampness or atmosphere or other variations in temperature, evaporation, disease, inherent vice or latent defect, change in flavour, texture or finish, smut or smoke from industrial operations;

5. wear and tear, fading, scratching or marring, gradual deterioration or developing flaws, normal upkeep or making good;
6. delay, loss of market, loss of use or consequential loss of any description, even if caused by an insured event;
7. unexplained disappearance or unexplained inventory shortage, whether resulting from clerical or accounting errors or shortages in supply or delivery of materials to or by You;
8. loss of or the cost of reproducing or re-writing electronic or other data, records, photographs, film and/or similar;
9. electronic, electrical or mechanical breakdown, failure malfunction or derangement of any machine or electrical or electronic device;
10. error or omission in design, plan or specification or failure of design;
11. faulty materials or faulty workmanship;
12. spontaneous combustion, fermentation, heating or any process involving the application of heat;
13. loss or damage due to any process of repairing, restoring, dismantling, testing, experimenting or overloading;
14. data corruption caused by unauthorised amendment or erasure of data by electronic or non-electronic means;
15. erosion, subsidence or collapse;
16. any other movement of earth;
17. boiler explosion;
18. damage to third party property;
19. failure to arrange insurance to the benefit of a third party, or for any claims arising from Your Professional Negligence and Errors or Omissions associated with any offer of insurance;
20. loss, damage, liability, destruction, cost or expense of any nature whatsoever that is directly or indirectly caused by or contributed to by or arising from any of the following: Legal seizure, confiscation, nationalisation or requisition of the Goods, nationalisation, requisition, destruction or damage by the order of any Government, Public Authority or Local Authority, and any fines, penalties, aggravated, exemplary, liquidated or punitive damages;
21. war or warlike activities, which means invasion, act or foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or civil strife following any of these whilst the Insured Property is not on board a ship, vessel or aircraft;
22. the absence, shortage or withholding of labour of any description resulting from strike, lockout, labour disturbance, riot or civil commotion;
23. any chemical, biological, bio-chemical, or electromagnetic weapon or any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
24. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof, ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this Sub-Clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
25. the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

## Terrorism

We will not cover death, injury, illness, loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This Policy also excludes death, injury, illness, loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of Terrorism.

# General conditions and cover restrictions

## Applicable law

This Policy is governed by and shall be construed in accordance with the laws of Australia. Any dispute relating to the Policy shall be submitted to the exclusive jurisdiction of a competent Court within the State or Territory of Australia in which the Policy was issued.

## Authority

We may give to and obtain from any other insurers, insurance reference bureaus agencies any information relating to Your insurance history as well as insurance claims information.

## Breach of condition

The law gives Us a number of rights if You do not comply with the conditions of this Policy. In particular cases We may be able to:

- cancel the Policy;
- avoid the Policy from the commencement date of the Period of Insurance;
- refuse to pay a claim;
- reduce the amount to be paid out on a claim.

## Other insurance

If, at the time of any loss, damage or Accident that may give rise to claim under the Policy, there is any other insurance Policy covering the Insured Property affected by any other party then We reserve the right to seek contribution from any other insurer(s). If You are aware of such other insurance covering either wholly or in part the Insured Goods, You are required to notify Us. You must also provide Us with full information and all reasonable assistance in the recovery of Our rateable proportion of such loss or damage.

## Prohibited cover or payments

Irrespective of any other provision of the Policy, We shall not be deemed to provide cover or be liable to pay any claim or provide any benefit (including a refund a Premium) hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would contravene or otherwise expose Us to any penalty, sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, New Zealand, the European Union, United Kingdom or United States of America.

## Subrogation/Rights of Recovery Clause

We have the right to take action or institute legal proceedings, in Your name, for the recovery of payments made and expenses incurred in relation to any claim covered by this Policy, against any person, company or entity legally liable to You in respect of that claim. You must provide Us with full information and all reasonable assistance in the recovery of those payments or expenses.

## Waiver of subrogation rights

We may not be liable to pay any benefits under this Policy for loss or damage to Insured Goods if You agree or have agreed to limit or exclude any right of recovery against any third party who would be liable to compensate You with respect to that damage to Insured Goods after the loss of or damage to the Insured Goods has occurred.

# Claims

## GST notice

This Policy has a GST provision in relation to Premium and Our payment to You for claims. It may have an impact on how You determine the amount of insurance You need. Please read it carefully. Seek professional advice if You have any queries about GST and Your insurance.

## Limit of Indemnity

All monetary limits in this Policy may be increased for GST in some circumstances (see below).

## Claim settlements – where We agree to pay

When We calculate the amount We will pay, We will at Your request either pay You or the owner of the Insured Property and We will have regard to the items below:

- Where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim (such as services to repair a damaged item insured under the Policy) We will pay for the GST amount.

We will pay the GST amount in addition to the Limit of Indemnity or other limits shown in the Policy or in Your Schedule.

If Your Limit of Indemnity is not sufficient to cover Your loss, We will only pay the GST amount that relates to Our settlement of Your claim.

We will reduce the GST amount We pay for by the amount of any input tax credits to which You are or would be entitled.

- Where We make a payment under the Policy as compensation instead of payment for a relevant acquisition, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to had the payment been applied to a relevant acquisition.

## Disclosure – input tax credit entitlement

If You register, or are registered, for GST You are required to tell Us Your entitlement to an input tax credit on Your Premium. If You fail to disclose or understate Your entitlement, You may be liable for GST on a claim We may pay. The Policy does not cover You for this GST liability, or for any fine, penalty or charge for which You may be liable.

## Claims procedures

These procedures are important. Failure to follow them might jeopardise a claim under this Policy.

### Notification

A. You MUST as soon as You become aware of any, or any potential loss or damage which may result in a claim for Total Loss under this Policy, at Your own expense as if You are not insured:

- (i) take such measures as may be reasonable for the purpose of averting or minimising such loss or damage. We will reimburse You for any charges properly and reasonably incurred in pursuance of these duties.

Measures taken by You or Us with the object of saving, protecting or recovering the Insured Goods insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of any party;

- (ii) notify Us as soon as possible. If you are a customer School of Computelec that has requested cover under this Master Policy, immediately advise Computelec's Claims Officer of the loss or damage and obtain a claim form;

Email: [insurance@computelec.com.au](mailto:insurance@computelec.com.au)

Phone: (03) 8645 7116

Free Phone: 1300 36 1988;

- (iii) take all reasonable action to recover lost or stolen Insured Property and minimise the claim;
- (iv) as far as possible preserve any Insured Property or other items which might prove necessary or useful as evidence;
- (v) properly preserve and exercise all rights against carriers, bailees or other third parties.

B. You MUST NOT:

- (i) authorise the repair or replacement of anything without Our agreement;
- (ii) dispose of any damaged Insured Goods without giving Computelec the opportunity to examine those Insured Goods.

C. After You have advised Us (or Computelec in the case of a customer School of Computelec) of any loss of or damage to Insured Goods:

- (i) You must comply with all Policy terms and conditions before We will meet any claim under the Policy;
- (ii) We have the right to recover from any person against whom You may be able to claim any money paid by Us. We may take over and conduct, in Your name the defence or settlement of any claim and We will have full discretion in the conduct of any proceedings in connection with the claim;
- (iii) We may pay You the Sum Insured under the Policy or any lesser amount for which a claim or claims may reasonably be settled. After We have paid You, We will no longer be liable for the claim(s) (or future conduct of the claim(s)) except for costs and expenses incurred up until the time We pay You that We previously agreed to pay.

D. Diagnosis: Where diagnosis is required to determine if there has been loss or damage covered by the Policy, if You or We incur costs for such diagnosis and reassembly and:

- (i) the claim is subsequently accepted as valid by Us, We will bear these costs subject to Sum Insured; and
- (ii) if the claim is not lodged or the claim is not subsequently accepted by Us, You agree to pay for the diagnosis and reassembly cost.



For all enquiries please call your insurance intermediary

[allianzmarineandtransit.com.au](http://allianzmarineandtransit.com.au)

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