



Monivae College

Insurance Policy Macbook Programme 2012

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Section 1 – Insured Events

This insurance covers, except as provided in Section 4 “When you are not covered” below:

- (a) loss of or damage to the goods insured caused by:
- (i) fire, explosion, earthquake, volcanic eruption, lightning, hail, storm or water damage;
 - (ii) collision of the conveying vehicle;
 - (iii) jak-knifing, overturning and/or derailment of the conveying vehicle;
 - (iv) impact of any kind
 - (v) theft by forcible entry from a securely locked vehicle
 - (vi) Accidental Loss or Damage unless excluded

Section 2 – Basis of Settlement

1. The Basis of Settlement will be the lesser of:
 - a. the cost of repair; or
 - b. the cost of a Replacement Item; or
 - c. the purchase price of the item.
2. Our payment to You will be reduced by the amount of the Deductible payable by You plus the salvage value of the Insured Property.
3. If We agree to replace an item of Insured Property, it will be of a similar type and capabilities as the original item, however, at Our discretion, it may or may not be new, and may or may not be the same brand.
4. In the event that We elect to repair the item of Insured Property, We will pay all necessary expenses to restore the damaged item to its configuration as at the time it was declared, plus the cost of dismantling to carry out the repairs and re-erection and ordinary freight to and from the place of repair. We will not pay to restore any hardware or other component added or upgraded after the time the item was declared.
5. We will only pay for repairs authorised by Us. We will not pay for repairs to or replacement of Insured Property performed by You or the End User unless first authorised by Us.
6. Our total liability in respect of all claims for repair or replacement per item of Insured Property shall not exceed the original value for that item of insured Property as declared in the relevant Declaration.
7. Where the components or manufacturers specifications are no longer available due to obsolescence, the method of compensation under this Policy will be on the basis of the costs which would have been incurred when last the components or specifications had been available.

Section 3 – Geographical Limits

Cover shall apply to the insured property anywhere in the world.

Section 4 – When you are not covered

General exclusions applying to this Policy

The following clause shall be paramount and shall override anything else contained in this insurance.

1. We will not pay for loss or damage caused by mechanical and/or electrical breakdown of any kind, unless the breakdown/derangement occurs as a result of an external accident
2. We will not pay for loss or damage caused by corrosion, oxidation, rust, insects, vermin, dust, dampness, dryness, cold, heat, wasting, or wearing away or wearing out of any part of an item of Insured Property which arises from ordinary use or gradual deterioration
3. We will not pay for loss or damage arising from theft, misappropriation, intentional or dishonest acts, or malicious damage by You, Your employees, the End User, or any person to whom You or the End User have lent the Insured Property or otherwise permitted to use the Insured Property.
4. We will not pay for loss or damage by theft or attempted theft:
 - a. from an unoccupied building unless directly as a result of forcible entry;
 - b. from an unoccupied vehicle unless the Insured Property was within the locked vehicle and the loss or damage was a direct result of forcible entry;
 - c. From any unsecured place in the open air, unless;
 - I. the insured item is under the direct control and supervision of an adult; or
 - II. the insured is on the way to or from their place of education; or
 - III. an organised school or educational activity; or
 - IV. an organised extra-curricular activity; or
 - V. other places of residence or accommodation; or
 - VI. a medical appointment of any kind.
 - VII. by force or intimidation; or
 - VIII. the insured is attending their place of education
5. We will not pay to repair scratches to painted or polished surfaces of an item of Insured Property, nor will we pay to replace such scratched surfaces.
6. We will not pay for loss of or damage to Insured Property that occurs during or as a result of being transported in any aircraft or watercraft unless the item is carried as cabin baggage.
7. We will not pay for loss or damage to Insured Property that occurs during or as a result of being transported by a Courier, Removalist, or other professional transporter.
8. We will not pay for loss or damage that occurs while the Insured Property is on demonstration or exhibition.
9. We will not pay for loss or damage to expendable or consumable items including fuses, belts, chains, tapes, DVD disks, Bluray disks or

ribbons or any other part of an item of Insured Property which requires periodic or frequent replacement.

10. We will not pay for:
 - a. loss or damage to software of any type whatsoever;
 - b. data programming, data reconstruction, data recovery or program installation or reconfiguration.
 - c. depreciation in the value of Insured Property;
 - d. consequential loss of any kind, including lost income or interruption of business;
 - e. death, injury, illness or personal injury of any kind;
 - f. liability of any kind.
11. We will not pay for loss or damage caused by any computer virus, worm, Trojan or the like.
12. We will not pay for loss or damage caused by the failure or inability of any computer or electronic laptop(s) whether occurring before, during or after the year 2000, to correctly or satisfactorily recognise any date as its true calendar date or any period of time as its true period of time.
13. We will not pay for loss or damage resulting from:
 - a. any consequence of war or warlike activities which includes invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, invasion, rebellion, revolution, insurrection, use of military or usurped power, overthrow of the legally constituted government, looting, sacking or pillage following any of these, or the expropriation of property.
 - b. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion or nuclear fuel. For the purpose of this exception, combustion includes any self-sustaining process of nuclear fission;
 - c. the nationalisation, requisition or destruction of any Insured item by order of any government, public or statutory authority.
14. We will not pay for any loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any act of Terrorism, including any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this exclusion an act of Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
 - a. Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to within this policy, it is agreed that in so far as this policy covers loss of or damage to the goods insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon

the goods insured being in the ordinary course of transit and, in any event, shall terminate either:

For the purpose of this insurance, “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 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.

Additional exclusions applying to all sections of this Policy

In no case shall this insurance cover:

1. Loss or damage to the goods caused by an wilful act committed by you or someone with your knowledge or connivance.
2. Reduction in value of goods because of repairs.
3. In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:
 - a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - c. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - d. 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
 - e. any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos; or
 - f. any chemical, biological, bio-chemical, or electromagnetic weapon.

Section 5 – General Conditions

Changing your Policy

If you want to make a change to this Policy, the change becomes effective when:

- we agree to it, and
- we give you a new Policy Schedule detailing the change.

Other interests

You must not transfer any interests in this Policy without our written consent.

Any person who has an interest for an insured item is bound by the terms of this Policy.

Other conditions applicable to this Policy**Precautions**

You must take all reasonable precautions to prevent loss or damage to the Insured Property and to comply with all reasonable standards, statutory requirements and manufacturers' recommendations relating to the safeguarding, operating and maintenance of all items of Insured Property.

Subrogation

We may at any time, at Our expense and in Your name, use all legal means available to You of securing reimbursement for loss or damage arising under this Policy. In the event We do so, You agree to give all reasonable assistance for that purpose

Jurisdiction

In case of dispute relating to anything contemplated by this Policy between the parties, the Insurer shall use best endeavours to resolve it within (30) days. In the event of failure to resolve any such dispute the parties will submit to the jurisdiction of any competent court in Victoria.

Notices

Any notice we give you will be in writing, and it will be effective:

- if it is delivered to you personally, or
- if it is delivered or posted to your address last known to us.

It is important for you to tell us of any change of address as soon as possible.

Precautions

You must take all reasonable precautions to prevent loss or damage to the Insured Property and to comply with all reasonable standards, statutory requirements and manufacturers' recommendations relating to the safeguarding, operating and maintenance of all items of Insured Property.

Section 6 – Claims**What you must do****Immediate action**

- Take all reasonable measures to avoid or minimise any loss, damage (the reasonable and necessary cost of doing this will be payable by us).
- Inform the police as soon as possible after the theft is discovered.

Notification

Inform Monivae College on (03) 5551 1200 as soon as possible.

- Submit full written particulars as soon as possible.
- Send all correspondence and documents relating to the event including correspondence exchanged with third parties regarding their liability for loss or damage.
- Provide, or arrange to be provided with, invoices, statements and other documents evidencing the amount of the loss.

What you must pay if you make a claim – Excess

For claims you make on this Policy, you will have to pay the excess which is \$100 per claim.