

Electronic Equipment Insurance Policy

Please read this policy in conjunction with the
Certificate of Insurance



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Ansvar Insurance – Insurance products with flexible solutions

Our history

Ansvar Insurance has been a trusted name in Australia since 1961. Owned by UK Insurance company, Ecclesiastical Insurance Office plc, we enjoy substantial financial backing and are proud to meet the rigorous regulatory requirements of an insurer serving Australians.

Why insure through Ansvar Insurance?

With almost 50 years of experience in Australia we understand what customers are seeking in their insurance company: a trusted, responsible and professional organisation where you are treated with respect and care and offered choice and flexibility. Offering value for money, personal service and a demonstrated commitment to community programs explains why we are the insurer of choice for our Australia wide customers.

Developing our young Australians

We are honoured to provide support to many community organisations throughout Australia. Each organisation provides valuable support to improve and enrich the lives of Australian youth so that they may contribute positively to the community in which they live. To find out more about our grants to Community Education Program please visit our website ansvar.com.au

Our insurance advantage

Ansvar Insurance is a specialist insurance company with a deep understanding of the issues confronting our customers.

We believe in offering more than just insurance. Our dedicated staff are committed to helping clients protect their assets by providing:

- specialist insurance advice in our core markets
- flexibility in underwriting
- independent, on-site, risk management inspections and expert advice to find solutions
- risk management seminars and advice on helping clients develop their risk management programs

Who is the insurer and how can we be contacted?

Ansvar Insurance Limited, ABN 21007 216 506, is the issuer of this insurance policy. The registered office of Ansvar Insurance is Level 18, 303 Collins Street, Melbourne, Victoria. The Ansvar Insurance Australian Financial Services Licence number is 237826.

You can contact us by:

- calling in person at any Ansvar Insurance office
- telephoning 1300 650 540
- facsimile on 03 9614 1545
- writing to any office of Ansvar Insurance
- email to insure@ansvar.com.au

Cooling off period

We will refund the entire premium you have paid for cover under this insurance policy if you cancel the policy within 21 days of its commencement. To do this, you must advise us in writing and return the insurance policy and certificate of insurance to your nearest Ansvar Insurance office.

You will **not** receive a refund if you have made a claim, or intend to make a claim, under the insurance policy.

Costs

The premium payable by you is shown in your Certificate of Insurance. The factors used to determine the premium payable under this policy include:

- the nature, age and location of the equipment insured;
- the construction, age and occupancy of the business premises;
- the physical protection and other loss minimization features ie fire/intruder alarms, safety switches, surge protectors etc;
- the extent of cover and any extensions required;
- the sums insured or limits of liability;
- the period of insurance (short-term/annual);
- the excess selected;
- past claims/incidents history.

The premium is payable either when the product is purchased or by direct bank debit when you elect to pay it monthly. If you elect to pay monthly there is an additional fee. A cancellation fee may apply if you cancel your insurance policy before expiry.

Premiums and fees are subject to Commonwealth and State taxes and levies which include the Goods and Services Tax and Stamp Duty, if applicable to your state. All are shown on your Certificate of Insurance

Code of Practice and Privacy Act

As a signatory to The General Insurance Code of Practice we are committed to raising standards of service to our customers. This voluntary code sets out the minimum standards we will uphold in the services we provide to you.

The Privacy Act sets out how we are to collect, use, disclose and protect your personal information. It also describes the circumstances for you to access and, if necessary correct your personal information.

Complaints

If you are not satisfied with our service we recommend that you use the complaints procedure set out below. The type of complaint could relate to the behaviour of or advice given by an Ansvar Insurance employee or authorised representative, a decision on a claim, the privacy of your personal information or any other matter relating to your insurance that is of concern to you. These procedures are available free of charge to you.

First, contact the employee or authorised representative with whom you have had contact to see if he or she can resolve the problem. If that is not possible, then contact the Regional Manager in your state. The Regional Manager will review the information and give you a response as quickly as possible; but no later than three working days from the date when the complaint is received.

If you are not satisfied with the response given by the Regional Manager, then please either telephone or write to:

The Secretary
Internal Dispute Resolution Committee
Ansvar Insurance Limited
GPO Box 1655N Melbourne VIC 3001
PH +61 3 8630 3100
FX +61 3 9614 2740

The Secretary will refer your complaint to the Committee which comprises the CEO, Operations Manager and one of the non executive directors of Ansvar Insurance Limited, for a decision.

The Internal Dispute Resolution Committee has appropriate authority to deal with unresolved complaints. You will receive a response within seven (7) working days from the time the Internal Dispute Resolution Committee receives your unresolved complaint, or alternatively you will be asked for further information. If further information is required, you will receive a decision within seven (7) working days from the time Ansvar Insurance receives the additional information.

What if we don't resolve your problem?

Once the Internal Dispute Resolution Committee gives you an answer, we will provide you with information about external dispute resolution if that is available.

For many complaints this is the Insurance Ombudsman Service (IOS), which costs you nothing. You have three months from the date of the decision by the Internal Dispute Resolution Committee to lodge your complaint with the IOS. The IOS may be contacted by calling 1300 78 08 08 for the cost of a local call, or by writing to them at PO Box 561, Collins Street West, Melbourne 8007.

Alternatively, you may further pursue your unresolved complaint through a formal legal process such as the courts, mediation, or arbitration.

For privacy complaints you may approach the Federal Privacy Commissioner. A copy of the General Insurance Code of Practice and privacy principles can be obtained from our website ansvar.com.au or from one of our offices.

Important notices to Policyholders

It is important to read/retain the following documents and keep them in a safe and convenient place:

- this document
- your current Certificate of Insurance

Remember to regularly review your insurance policy, particularly at renewal to ensure your insurance policy provides the cover that you currently need.

Duty of disclosure

Before you enter into an insurance contract with us, you are required to tell us every matter that is known to you, being a matter that:

- you know to be relevant to the decision by us to accept the risk and if so, on what terms; or
- a reasonable person in the circumstances could be expected to know to be a matter so relevant.

If you have not disclosed all relevant information, or if you have misinterpreted the facts, then we may be entitled to cancel the policy, reduce the sum insured, or treat the policy as never having existed.

If you do not tell us all relevant matters we can reduce the amount we pay for any claim or cancel this insurance policy. If your non disclosure is fraudulent we can void the insurance policy from the beginning.

Goods and Services Tax (GST)

The property values declared by you for the purposes of this policy need not include the amount of the Goods and Services Tax (GST).

This insurance policy has provision for payment of GST:

- by you in relation to premiums
- by us in relation to claims

The contract between you and Ansvar Insurance

When we have received your premium, we will insure you against the events described in the certificate of insurance we issue to you. Your insurance commences and concludes at 4.00pm local time on the dates shown.

If the terms of this agreement are not observed, cover under this policy may be reduced or cancelled.

Alteration of risk

You must notify us immediately by facsimile or telex of any material change in the risk and the nature of the risk and confirm such notification by providing full details in writing. You must at your own expense take such additional precautions to minimise the risk or any hazard to the equipment insured as are reasonable in all the circumstances and must comply with any reasonable directions or requirements from us to reduce the risk. We will adjust the scope of cover and/or premium accordingly, if necessary.

Insurance cover will cease for any insured item which has sustained damage and is allowed to operate without being repaired properly.

Automatic reinstatement of sum insured

Upon the happening of any loss or damage resulting in a claim under this policy, the sum insured will be reinstated automatically to its full stated amount and coverage, unless you advise us to the contrary.

In consideration of this reinstatement, we will charge you an additional premium calculated on the amount of the cover reinstated for the period from the date of reinstatement to the next renewal date.

Cancellation

You may cancel this insurance policy at any time by notifying us in writing. This may require you to pay a cancellation fee.

We can cancel this insurance policy in accordance with the Insurance Contracts Act 1984. We will be entitled to retain premium for the period during which the insurance policy has been in force.

In addition, if we settle your claim by paying the total sum insured, we have fulfilled our obligations under the contract. We will then cancel the insurance policy with no refund of any portion of the premium as we will have paid you in full for your loss.

Examination of books and records

We may examine your books and records of all property insured under this policy at any time during the period of insurance and up to 12 months after the policy expiration or resolution of all claims under the insurance policy.

Excess

Your financial contribution to each and every claim under this policy is known as the 'excess'. The excess amount that you will have to pay when you lodge a claim is shown in your certificate of insurance or in the section of the policy under which the claim is being made.

Under Section 3, an excess period of two days or as shown in the certificate of insurance applies. The deductible amount is calculated by multiplying the average daily indemnifiable claim by the number of days selected for the excess period.

If you suffer damage which leads to a claim under more than one section of this policy or more than one insured item is lost or damaged in one occurrence, the highest applicable excess is payable.

Interpretation

Clauses and other headings are for ease of reference only and will not be deemed to form any part of the context or affect the interpretation of this policy.

Words importing the singular number shall include the plural and vice versa.

Jurisdiction

This insurance policy shall be governed and construed in accordance with the laws of Australia. Any dispute shall be resolved in accordance with these laws.

Limit of liability

The limit of our liability is the new replacement value of the item of equipment insured and in total the sum insured as shown in the certificate of insurance.

Monthly instalments

You may pay your premium by monthly instalments direct from a financial institution or from your credit card. However, if any monthly instalment is dishonoured by your financial institution this policy may not operate. We may refuse to pay a claim in whole or in part if, at the date of loss, any monthly instalment has remained unpaid for at least 14 days, unless we have agreed otherwise in writing.

If you have a total loss or we settle your claim by paying the full sum insured under any section of this policy, we will deduct outstanding instalments for that section from the amount we pay you.

Should the financial institution holding your account return or dishonour a direct debit payment due to lack of funds in your account, we will charge you for any direct or indirect costs which we incur arising from the payment being returned or dishonoured.

Other insurance

You must inform us of any other insurance which may also cover the equipment under this insurance policy.

Other interests

You must not transfer your interest or any entitlement under this policy without our written consent.

Our right of inspection

We have the right to inspect and examine any of the equipment covered by this policy at any reasonable time. You are required to provide us all details and information we may reasonably request.

Precautions by insured

You are required to:

1. take reasonable precautions to prevent loss or damage and maintain and safeguard the equipment insured under this policy;
2. comply with manufacturers operating instructions and recommended maintenance schedule

and maintain the equipment in good working order;

3. comply with all statutory obligations, regulations and safety requirements imposed by any authority;
4. do all things reasonably practicable to minimise any interruption of or interference with your business to avoid or diminish any consequential loss, where such loss is covered by this policy.

Service of legal process

You may effect service of any legal process on us in connection with this policy by delivering that process by hand or by post to the address for service stated in the certificate of insurance and such service shall be deemed to be personal service upon us.

You may give any notice under this policy to us at any of our offices in Australia.

Subrogation

If we make any payment under this insurance policy, then to the extent of that payment, we may exercise any rights of recovery held by you or any other person. You must not do anything which reduces any such rights and must provide reasonable assistance to us in pursuing any such rights.

Definitions

In this insurance policy:

<i>accidental damage</i>	means any sudden and unintended damage to the insured property caused by an event not excluded by this policy, which happens during the period of insurance and within the geographical limits, and which includes damage by: fire, lightning, thunderbolt, aircraft or other aerial devices and/or items falling from them or pressure waves caused by their travelling at sonic or supersonic speed, impact by vehicles or watercraft, theft or attempted theft, malicious damage, earthquake, subterranean fire, volcanic eruption, seaquake, tsunami, hurricane, typhoon, cyclone, windstorm, hailstorm, rainstorm, flood and accidental dropping of any item of equipment.
<i>basis of settlement</i>	means the method by which your claim is paid by us as stated in this insurance policy, or as otherwise specified in the certificate of insurance.
<i>breakdown</i>	means unforeseen, unexpected and sudden internal damage or disruption to equipment covered by this policy which renders such equipment unusable and which requires repair or replacement to enable ordinary working to continue.
<i>certificate of insurance</i>	means the certificate of insurance attaching to this insurance policy or any certificate of insurance subsequently issued during the period of insurance.
<i>equipment insured</i>	means the electronic audio-visual, computer, data processing, graphic, laboratory, lighting, medical, printing, receiving, recording, research, scanning, signalling, telecommunicating, transmitting or similar equipment shown in the certificate of insurance.
<i>geographical limits</i>	means any premises anywhere in Australia where the insured carries on business or has work done, and including transit in-between such premises

	where we have agreed to this in writing and shown in the certificate of insurance.
<i>indemnity period limit</i>	means the maximum indemnity period shown in the certificate of insurance.
<i>new replacement value</i>	means the cost of replacement of the insured item by a new item of the same function, type, capacity and quality (but not necessarily make) including packing, freight, customs duties and dues, if any, and all installation charges
<i>situation</i>	means the location/place where the equipment is kept and shown in the certificate of insurance.
<i>we, us, our</i>	means Ansvar Insurance Limited ABN 21 007 216 506, AFS Licence 237826.
<i>you, your</i>	means the person, corporation or legal entity insured under this policy and shown in the certificate of insurance.

Section 1 – Electronic Equipment

Cover

We will cover you under this section in accordance with the basis of settlement if the items or any part of the items of equipment listed in or referred to in the certificate of insurance suffer any physical loss or damage, which happens during the period of insurance within the geographical limits and is not specifically excluded by this policy.

The cover provided includes damage to the insured electronic equipment by either of a), b), or c) below as specified in the certificate of insurance and after completion of successful initial commissioning of the equipment:

- a. accidental damage other than breakdown;
- b. breakdown of equipment only;
- c. all of a) and b) above.

Adequacy of sum insured

It is a condition of this policy that you must have nominated sums insured for the insured equipment which are not less than the new replacement value at the commencement of the period of insurance.

If, in the event of loss or damage to items insured, it is found that the sums insured are less than 90 percent of the amounts required to be insured pursuant to this condition, the amount recoverable by you under this policy in respect of these items will be reduced by such proportion as the sums insured bear to ninety percent (90%) of the amounts required to be insured. Every object and cost within these items will be subject separately to this condition.

Newly installed items

Any additional item of equipment newly installed at the situation during the period of insurance will be insured under this section from the time of completion of successful commissioning of the item, provided that our liability for all additional items will not exceed twenty percent of the total sum insured for all equipment shown in the certificate of insurance.

At the end of the period of insurance, you must furnish us with details of all items newly installed or deleted during the period. Additional premium will be calculated and paid by you corresponding to the type and value of the item and the period during which it is insured.

Basis of settlement

In the event of loss or damage insured under this section, the basis of any settlement will be the cost of repairs necessary incurred by you to return the damaged item to its former state of serviceability, including:

- a. the cost of dismantling and re-erection of the damaged item and removal of debris;
- b. charges for overtime and work on public holidays incurred in expediting the repairs;
- c. an amount not exceeding five percent of the item sum insured for freight within the Commonwealth of Australia, including transportation as freight by any recognised airline's scheduled service;
- d. customs duties and dues, if any, to the extent that such expenses have been included in the sum insured.

No deduction will be made for depreciation in respect of parts replaced, except for valves, tubes (including picture and x-ray tubes) and light sources. From the replacement cost of these items will be deducted a percentage which the use, up to the time of failure, represents of the normal service life expected by the manufacturer or supplier.

Where repairs to a damaged but repairable item cannot be effected because of the unavailability of replacement parts, the basis of settlement will be the estimated cost (including items a) to d) above) which would have been incurred for repairs necessary to return the damaged item to its former state of serviceability. Where necessary the estimated cost of unavailable parts will be based on the cost of available parts from similar equipment which is still in production.

All damage which can be repaired must be repaired. However, if total destruction or loss by theft has occurred, or the total cost of repairs exceeds:

- i. the Section 1 sum insured for the item; or
 - ii. the cost of replacement of the insured item of similar function, type, capacity and quality and in a condition equal to but not better than, the condition of the insured item when new,
- the maximum policy liability will be the lesser of i) or ii).

The excess and the value of any salvage will be subtracted from the amount calculated above.

Exclusions to Section 1

We will not pay under this section any claim for:

1. loss or damage caused by
 - a. spontaneous combustion, fermentation, heating or any process involving the direct application of heat;
 - b. moths, termites or other insects, vermin, rust or oxidation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, change of colour, texture or finish, dampness, light, evaporation, inherent vice, inherent defect, latent defect, smut, soot or smoke from industrial operations, loss of weight;
 - c. fading, scratching or marring, chipping or denting, gradual deterioration, not resulting in breakdown of equipment;
 - d. atmospheric moisture or temperature unless directly resulting from damage to or malfunction of air-conditioning equipment;
 - e. any process involving cleaning, repairing, altering or restoring;
 - f. action of the sea, tidal wave or high water;

- g. theft from unlocked premises or unlocked vehicle;
 - h. theft of property in the open air;
 - i. unexplained inventory shortages or disappearances;
 - j. fraudulent or dishonest acts, fraudulent misappropriation, embezzlement, forgery, counterfeiting, where any of these acts are committed by the insured or any of the employees of the insured whether acting alone or in collusion with any other person or persons;
 - k. computer virus.
2. the cost of replacement of
 - a. damaged, worn or spent batteries, belts, chains, tapes, ribbons, filters, fuses, electric heating elements, electrical contacts or other consumable parts;
 - b. component parts worn through normal use or operation; unless damaged in consequence of loss or damage insured by the Policy.
 3. the cost of:
 - a. preventative maintenance work;
 - b. alterations, additions, improvements or overhauls whether carried out in the course of indemnifiable repairs or as a separate operation;
 - c. replacement or restoration following gradual deterioration (including rust, corrosion, erosion, oxidation or scale formation);
 - d. temporary repairs unless such repairs constitute part of the final repairs and do not increase the total repair costs.
 4. loss, distortion or corruption of data or programs.
 5. loss or damage due to faults or defects known you or any of your responsible employees at the time of arrangement of this insurance and not disclosed to us.
 6. consequential loss of any kind or description whatsoever.

Section 2 – Electronic Data Processing Media and Information

Cover

Where data media material is required to be insured under this section, we will cover you in accordance with the basis of settlement, if the data media material suffers any physical loss or damage during the period of insurance, which is not specifically excluded by this policy.

This insurance cover applies to the insured items while:

- a. at the situation referred to in the certificate of insurance; or
- b. at a media storage situation; or
- c. temporarily at any alternative location for processing purposes; or
- d. in transit between any of the above.

We will also pay for reasonable professional fees of accountants or auditors and other such reasonable expenses necessarily incurred by you and not otherwise recoverable, for preparation of valid claims under this section of the policy, but not exceeding the sum insured for this section as shown in the certificate of insurance.

Adequacy of sum insured

It is a condition of this policy that you must have nominated sums insured for the insured data media which are not less than the cost of its replacement by new unused data media of the same specification together with the estimated cost of re-collection and preparation of data in the appropriate form, including any necessary additional expense for the hire of personnel, overtime, premises or data preparation machines.

Basis of settlement

In the event of loss or damage insured under this section, the basis of any settlement will be:

- a. the actual cost of replacement of lost or damaged data media by new unused materials necessarily incurred by you;
- b. charges for overtime and work on public holidays incurred in expediting the restoring the data media;
- c. any expenses which can be proved to have been incurred by you strictly for the purpose of restoring the data media by reproduction of data or information in a condition equivalent to that existing prior to the occurrence of loss or damage.

Lost data or information may be produced in an updated form if the cost of doing so is no greater than that of reinstatement in the original form.

The excess and the value of any salvage will be subtracted from the amount calculated above.

Exclusions to Section 2

We will not pay under this section any claim for:

1. loss or distortion of data information or records which does not arise from physical loss or damage to the data media material.
2. loss or damage caused by atmospheric moisture or temperature unless directly resulting from damage to or malfunction of air-conditioning equipment.
3. the cost of replacement of component parts worn through normal use or operation.
4. loss or damage due to faults or defects known to the Insured or any of his responsible employees at the time of arrangement of this insurance and not disclosed to the Insurer.
5. consequential loss of any kind or description whatsoever.

Section 3 – Increase In Cost of Working

Cover

We will cover you under this section in accordance with the basis of settlement for any increase in cost of working not excluded by this policy, if the normal operation of the items insured under Section 1 of the Policy is interrupted as the direct result of:

- a. physical loss or damage indemnifiable under Section 1 of the Policy (including endorsements to Section 1); or
- b. mechanical, electrical or electronic breakdown for which remedial repair service is provided under a Maintenance Agreement.

Adequacy of sum insured

It is a condition of this policy that you must have nominated sums insured for this section which are not less than the amount of expenses which you would have to pay for twelve months use of substitute equipment of similar performance to the items insured under section 1, including all associated personnel, transportation and other insured costs.

The sum insured under this section is the limit of indemnity for a period of twelve months use of the substitute system and is the limit of indemnity for the total of all claims during the period of insurance

Basis of settlement

We will pay for all actual expenditure of the types specified in the certificate of insurance, which you can prove have been necessarily and reasonably incurred during the indemnity period over and above the normal expenses which you would have incurred in the operation of the items insured under Section 1 of the Policy.

The indemnity period will commence with the commencement of use of the substitute equipment. The duration of the indemnity period is subject to the Indemnity Period Limit.

The excess will be subtracted from the amount calculated above.

Exclusions to Section 3

We will not pay under this section any claim for:

1. any expenses incurred during
 - a. interruption periods due to alterations additions or improvements to the insured items;
 - b. interruptions due to the need for cleaning adjustment inspection maintenance or overhaul.
2. more than four weeks extension of interruption due to delay in the repair or restoration of items of foreign manufacture where such delays result from one or any combination of:
 - a. measures, restrictions or regulations imposed by any Government authority;
 - b. the time required to procure replacement component parts or complete items overseas;
 - c. the time required to transport parts or complete items between the situation and the overseas place of repair or restoration;
 - d. time required to engage and transport overseas specialists or consultants to attend local repairs.

Exclusions applying to all Sections of this policy

This policy does not cover any loss, damage or liability directly or indirectly caused by or contributed to by or resulting from or arising out of or in connection with:

1.
 - a. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
 - b. confiscation, nationalisation, requisition or damage to property by or under the order of any government or public or local authority (other than damage caused in the process of preventing or diminishing imminent damage covered by this policy to any property insured).
2.
 - a. ionising radiations or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel. For the purpose of this exclusion only, "combustion" shall include any self-sustaining process of nuclear fission;

- b. nuclear weapons materials.
3. any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the damage or personal injury.
4. any dishonest, fraudulent, reckless, criminal or malicious act or omission by you or any of your employees and any deliberate breach of any statute or regulation by you, or by any of your employees with your consent.

Claims procedures

Your responsibility when making a claim

Following an event which may give rise to a claim or likely to give rise to a claim under this policy, it is your responsibility to advise Ansvar Insurance by telephone or in person as soon as is reasonably possible but no later than 30 days after the occurrence and promptly provide any information we request. You must also report any incident of theft, attempted theft, malicious acts, or accidental loss to the police.

A claim form may be sent to you to provide the information we require. Please complete and return this form promptly. Alternatively, we may appoint a loss adjustor or investigator to make enquiries on our behalf and you should cooperate fully with any such appointee.

Following notification of any loss or damage, you may carry out minor repairs or make good any minor damage, and with due regard to safety, permit no alteration or repair to any equipment without our consent. In all other cases you must give us an opportunity to inspect the loss or damage before any repairs or alterations are effected. If no inspection is carried out by us within a period of time which is reasonable having regard to the location of the risk, weather conditions and any other relevant factors, you may proceed with such repairs or replacement.

Settlement of claims

We will not be liable to make any payment for loss or damage insured under this policy unless you have produced to our reasonable satisfaction all accounts, estimates, invoices, receipts and other documentation indicating that:

1. Under Section 1, repairs have been effected or cannot be effected because of unavailability of parts or that replacement has taken place, as the case may be.
2. Under Section 2, media replacement has been effected or data restoration has taken place, as the case may be.
3. Under Section 3, additional expenditure has been incurred.

We may take legal action in your name against any person, other than any person insured under this policy, to recover any payment which we have made to you or on your behalf under this policy whether or not we have fully indemnified you against the damage which gave rise to your claim. We will have the discretion in the conduct and settlement of any claim brought in your name. You must give us all information and assistance that we may require in conducting or settling any such claim

If we pay a claim under your policy we may take possession of damaged property and deal with it in a reasonable manner. If we do not take possession of damaged property you may not abandon it to us.

Fraudulent claims

As a protection for all insurance policy holders we will take legal action against any person who makes a fraudulent claim.

If a fraudulent claim is made we will not pay it and we will take action to recover any moneys already disbursed in respect of the claim. We will also cancel the insurance policy.

Ansvar Insurance
1300 650 540
ansvar.com.au

Victoria
AD GPO Box 1655
Melbourne 3001
FX +61 3 9614 1545

New South Wales
AD PO Box 1410
Parramatta 2124
FX +61 2 9687 9564

Queensland
AD GPO Box 747
Brisbane 4001
FX +61 7 3221 6721

South Australia
AD PO Box 630
Fullarton 5063
FX +61 8 8338 1920

Western Australia
AD PO Box 840
West Perth 6872
FX +61 8 9324 2013

Tasmania
AD PO Box 330
Launceston 7250
FX +61 3 9614 1545

EM insure@ansvar.com.au

Ansvar Insurance Ltd.
ABN 21 007 216 506 AFSL 237826
Member of the Ecclesiastical Insurance Group

