

WHEREAS You the covered party are covered subject to all terms, conditions, exclusion, provision, memoranda, precautions and qualifications contained in, endorsed on or attached below, that if the Property described in the Schedule, or any part of such Property, (hereinafter called "Property"), be destroyed by accidental physical means or lost from a cause or circumstance not excluded in this policy (hereinafter called "Damage"), Crown Insurance (hereinafter called "Crown"), shall indemnify the insured for all such Damage in accordance with the Basis of Settlement.

**SCHEDULE**

**COVERED PARTIES**

Schools, teachers, student, parents, employees, businesses and/or others who may have beneficial interest in the Property.

**DEDUCTIBLES**

The insured shall bear the amount(s) shown in the declaration in respect of each claim or series of claims arising out of any one event. **Excess is \$40 up to \$400 in value. \$45 OVER \$400 inc gst.**

**PROPERTY INCLUDED**

All electronic equipment, including manufacturer installed operating systems, bags or cases. Please note that any external accessories such as mice or printers are not included.

**GEOGRAPHICAL LIMIT** Anywhere in New Zealand, and its Territories, including in Transit.

**PERIOD OF COVERAGE** As shown on the original invoice and the declaration.

**ADDITIONAL DEFINITIONS**

**POLICY**

Refers to the Master Policy and the original invoice and policy wording issued by Cyclone, to the insured, detailing the Property and coverage provided.

**Basis of Settlement**

Crown shall, at its option, pay for, repair or replace the damaged item of Property. Where damage to the Property cannot be repaired or where the cost of repairs of the Property is equal to or exceeds the original purchase price, Crown's liability shall be limited to replacing the Property with a new item either the same or equivalent to the damaged model.

**Transit**

Transit means any movement of Property by the insured including shipment to or from repairer.

**EXCLUSIONS**

You are not covered under this policy for:

1. The applicable deductible.
2. The cost of:
  - (a) Replacement of damaged, worn out or spent batteries unless necessary as a consequence of Damage not excluded under this scheme.
  - (b) Replacement of component parts worn out through normal use of operation or gradual deterioration.
- 3 (a) Theft or attempted theft whilst unattended unless
  - i. In a locked vehicle and out of sight, or
  - ii. At a secure location and reasonably safeguarded against theft.
- (b) The cost of any additional or consequential loss due to the theft or disappearance of the property.
4. Disappearance of the Property whilst it is on hire, rental or lease .
5. Damage as a result, or during the course, of air travel or sea unless the items are carried as personal cabin baggage.
6. Damage directly or indirectly caused by or arising from or in consequence of or contributed by:
  - (a) War, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war rebellion, revolution, insurrection, military or usurped power, or requisition or destruction of or damage to property by or under the order of any Government of Public or Local Authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act of confiscation or nationalisation;
  - (b) Nuclear weapons material;
  - (c) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Exclusion © only, combustion shall include any self-sustaining process of nuclear fission;
  - (d) Media failure or breakdown or malfunction of the processing system including operator error or omission;
7. Damage occasioned by or happening through: -
  - (a) Moth, termites or other insects, vermin, rust or oxidation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, change of colour, dampness of atmosphere or other variations in temperature or expose to light or darkness, evaporation, disease, inherent vice or latent defect, adjusting, testing or servicing operations, loss of weight, change in flavour, texture or finish, smut or smoke from industrial operations.
  - (b) Mechanical, hydraulic, electrical or electronic breakdown, failure, malfunction or derangement or recalibration or any machine or electrical and/or electronic device and/or damage to goods maintained in a temperature controlled environment where which loss or damage arises directly out of mechanical, hydraulic or electrical and/or electronic breakdown to the temperature controlled equipment. Provided that this Exclusion 7(b) shall not apply if Damage is caused by or arises out of a power surge.
  - (a) Wear, tear, fading, scratching or marring, gradual deterioration or developing flaws, normal upkeep or making good;

- (b) Error or omission in design, plan or specification or failure of design or during testing;
- (c) Faulty materials or faulty workmanship; Provided that this Exclusion to 7(a) shall not apply to subsequent destruction of or damage to the Property occasioned by a peril (not otherwise excluded) resulting from any event or peril referred to in this exclusion. 1. Damage occasioned by or happening through: - (a) Recovery or repossession of the Property for any reason whatsoever;
- (b) Fraud or dishonest acts on the part of the insured or any employee of the insured acting alone or in collusion with any other person or persons, embezzlement including forgery, erasure and counterfeiting including fraudulent misappropriation by electronic mean;
- (c) Unexplained inventory shortage or disappearance resulting from clerical or accounting errors, shortage in the supply or delivery of materials to or from the insured;
- (d) Consequential loss of any kind;
2. Any Damage covered under any guarantee or warranty (express of implied) by any contractor, manufacturer, supplier, Insurer or others
3. Any accessories external to the Property.

**CONDITIONS**

**1. Notice Of Claims**

- (A) On the happening of any event which might give rise to a claim under this scheme the Insured shall"
- a. Notify Crown Insurance as soon as possible, and complete the claim form;
  - b. Take all reasonable steps to minimise the extent of the Damage;
  - c. Preserve the damaged or defective parts and make them available for inspection by Crown Insurance. Any such parts may be requested by Crown Insurance and must be made available to them upon request.
  - d. Provide all information and documentary evidence with respect to the claim as the Crown Representative may reasonably require;
  - e. Notify the Police of any Damage due to burglary, theft or attempted theft.
- (B) Upon the notification of a claim being given, the insured must give Crown Insurance an opportunity to inspect the loss or damage before any repairs or alterations are affected. If no inspection is carried out by Crown Insurance within seven (7) Days having regard to the location of the risk, weather conditions and or any other relevant factors, the insured may proceed with such repairs of replacement.
- (C) Crown may reduce or refuse to pay a claim for any Property which has sustained damage and if further damaged by continued use.

**2. Restoration Of Insurance**

Following the occurrence of Damage to any Property, the amount of cover shall be automatically restored in full.

**3. Precautions To Prevent Loss**

The insured shall at their own expense take all reasonable precautions to prevent Damage and to comply with statutory requirements and manufacturer's recommendations relating to the safeguarding and operation of the Property.

**4. Transfer Of Interest**

No interest on this policy can be transferred or assigned without the written consent of Crown Insurance.

**5. Fraud**

In any claim be in any respect fraudulent of if any fraudulent means or devices be used by the insured or anyone acting on the insured's behalf to obtain any benefits under this Scheme or if any Damage be occasioned by the wilful act or connivance of the insured, Crown, without prejudice to any other right it may have under this Contract, is entitled to refuse to pay the claim.

**6. Crown's Rights**

Crown Insurance and agents shall at all reasonable times have the right to inspect and examine any Property.

**7. Cancellation**

**Cancellation of The Master Policy**

(A) The Master policy can be cancelled at any time by Cyclone Computer Co Ltd or DPL Insurance Limited by giving (90) days' notice in writing to the other party.

(B) In the event of cancellation, Cyclone Computer Co Ltd is no longer entitled to offer the insurance offered by Master Policy to owner-users of products mentioned herein on behalf of the company.

(C) Cancellation of the Master Policy shall in no way effect the cover afforded for products insured prior to the date of such cancellation.

**Cancellation of an Individual policy**

(D) DPL Insurance Limited may cancel an individual policy at any time by giving written notice of cancellation to the insured at their address last known to the company. The cancellation of the individual cover shall be effective from 4pm on the seventh day after posting by the Company.

**8. Declarations**

The due observance and fulfilment of the terms, provisions, conditions and endorsements of this Policy by the Authorised Agent or any insured under this Policy insofar as the relate to anything to be done or complied with this policy and the truth of the details in the said proposal shall be conditions precedent to the liability of the company to make any payment under this policy.

**9. Declaration of Insurance**

The Authorised agent shall declare details of all property to be insured by this policy no later than the 30th day of the month following the commencement of the agreement during the currency of this Policy and a premium at the agreed rate shall be calculated on the basis of such declaration.

**CLAIMS PROCEDURE:**  
**FOR CLAIMS Contact Service Provider**  
 Cyclone General Education 1.4..2017

**MOBILE ELECTRONIC EQUIPMENT POLICY**

Crown Insurance is underwritten by DPL Insurance Limited.

**Insurer Financial Strength Rating**

The Insurance (Prudential Supervision) Act 2010 requires all licensed insurers to have a current Financial Strength Rating given by an approved rating entity. DPL Insurance Limited has been issued a Financial Strength Rating of B+ (Good), with an outlook assigned as 'Stable' by A.M. Best on 29 June 2016. The rating scale is: A++ or A+ Superior, A or A- Excellent, B++ or B+ Good, B or B- Fair, C++ or C+ Marginal, C or C- Weak, D Poor, E Under Regular Supervision, F In liquidation, S Suspended

