



Australian Government

Comcover

# Comcover Statement of Cover 2015-16

Comcover

Effective from 1 July 2015





Australian Government  
Comcover

# Comcover Statement of Cover 2015-16

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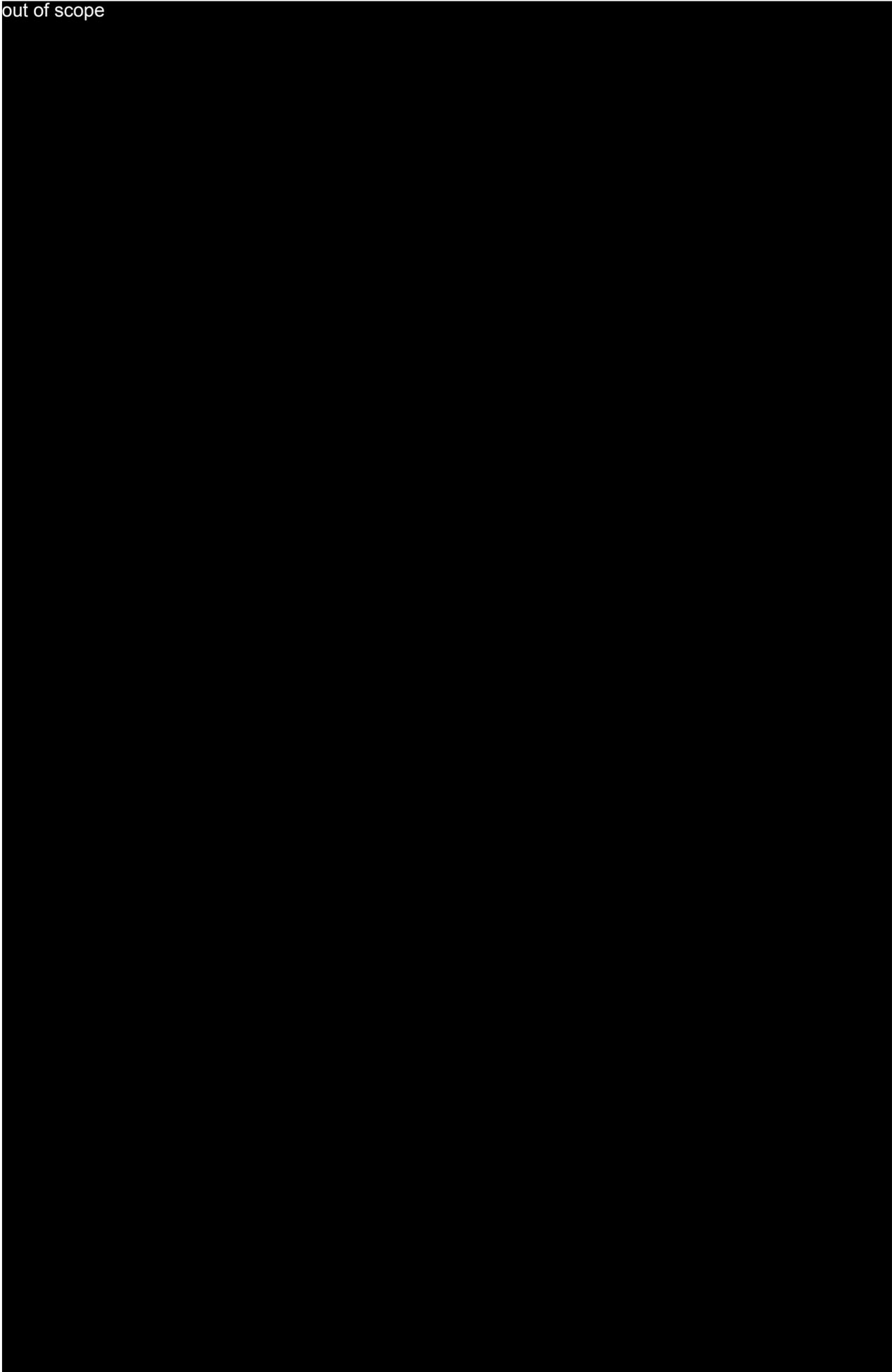
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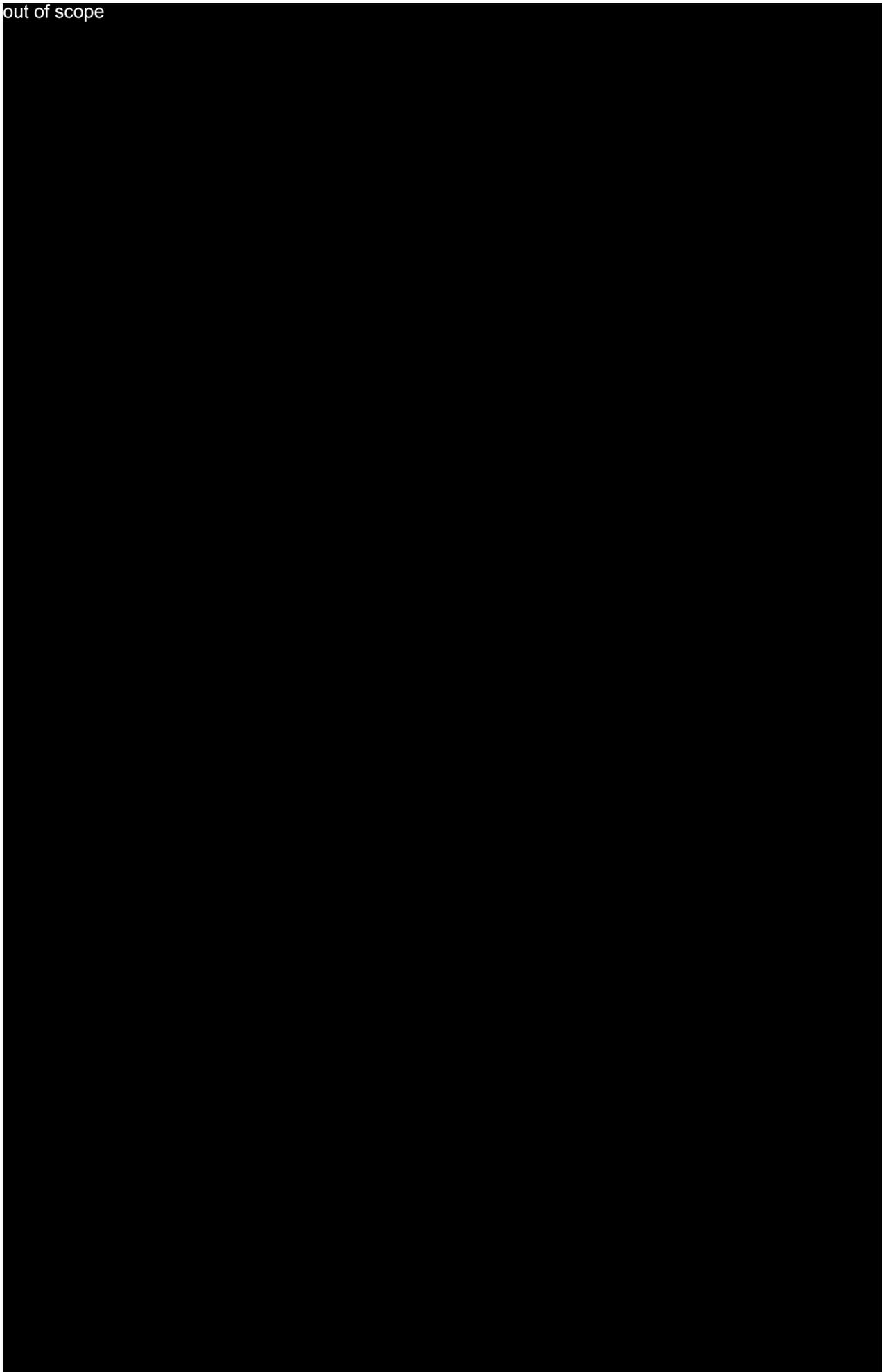
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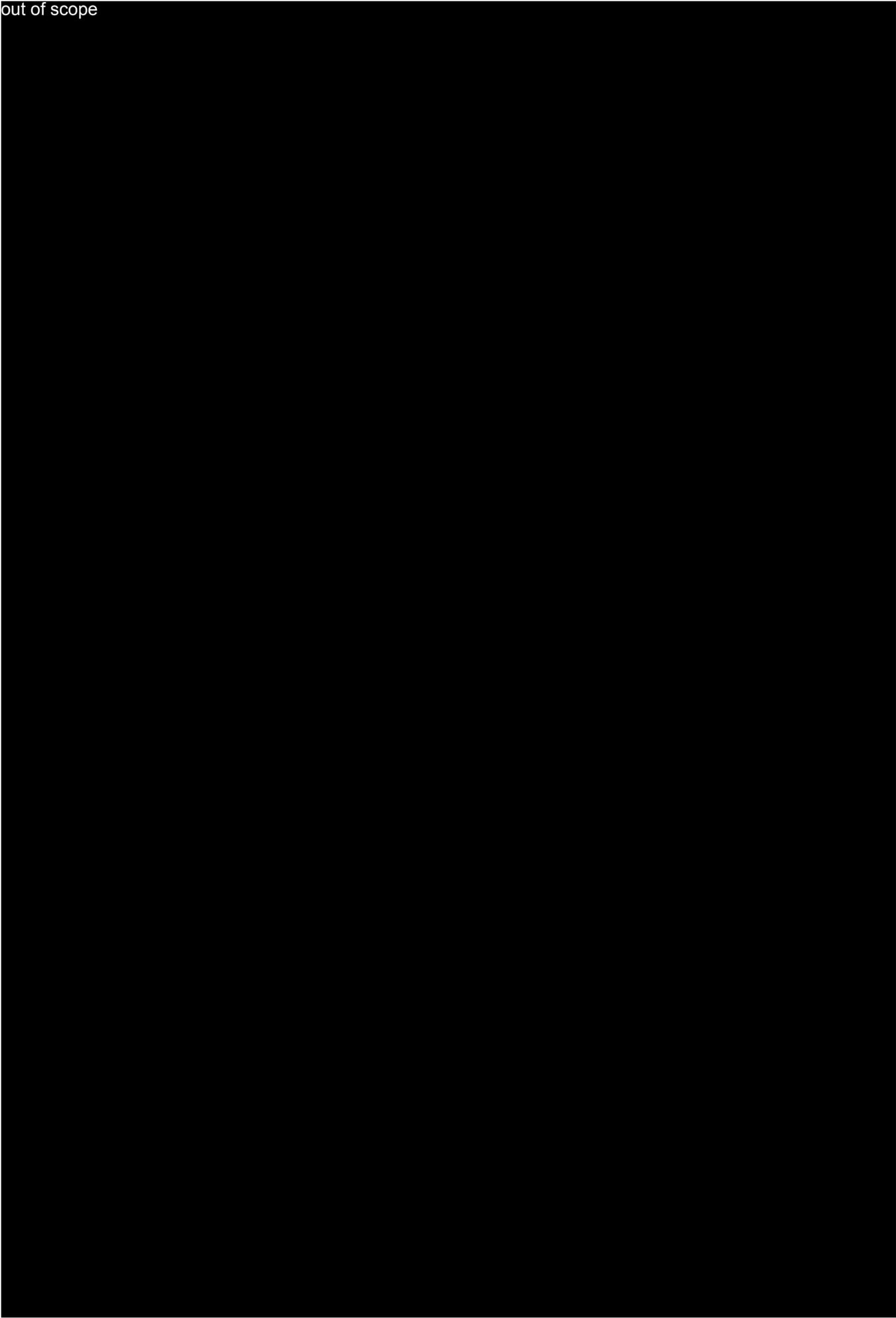
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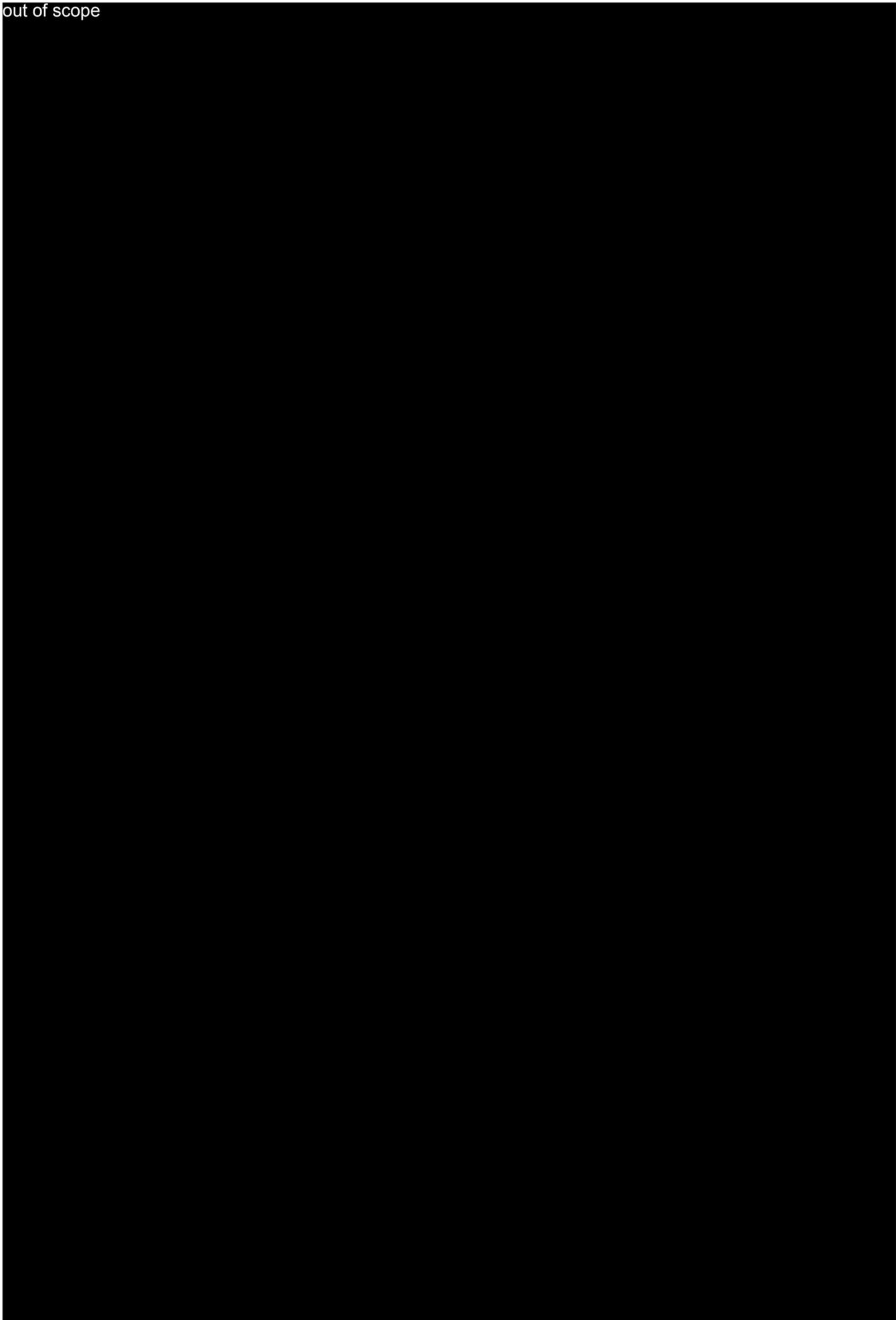
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## Chapter 2 – Statement of Cover

### 5. The Statement of Cover

- (1) This Statement of Cover has effect from 1 July 2015.
- (2) The Statement of Cover may be terminated, or amended at any time by notice:
  - (a) given in writing to each **Fund Member** by us; and
  - (b) posted on **our** website.
- (3) All cover provided under this Statement of Cover is subject to **you** not being prevented from maintaining such cover by any law or policy that applies to **you**, including but not limited to enabling legislation, internal policies, Accountable Authority Instructions and Legal Services Directions.
- (4) The terms and conditions shown on **your Schedule of Cover** take precedence over any of the general terms and conditions in the Statement of Cover to the extent of any inconsistency.
- (5) The **excess** shown against each section on **your Schedule of Cover** applies to all individual **claims** for that section.

### 6. Defined terms

**Assets Schedule** means the schedule of assets, their locations and values as declared by the **Fund Member** and agreed by **Comcover**.

**book debts** means:

- (a) the difference between outstanding debit balances and the total amounts actually received;
- (b) costs incurred in tracing and establishing debit balances including collection expenses in excess of **your** normal collection expenses; or
- (c) interest charges on any loan **you** take out to off-set impaired collection of **your** book debts.

**claim** means:

- (a) any demand by a third party against a **Fund Member** for compensation; or
- (b) a request by **you** for indemnity in accordance with **your Schedule of Cover** and this Statement of Cover.

**Comcover** includes service providers contracted by **Comcover** to assist in delivering services to **Fund Members**.

**defence costs** means reasonable legal costs and other expenses incurred in defending **claims** with the prior written consent of **Comcover**.

**excess** means the amount that **you** must contribute towards the cost of any **loss**.

**expatriate** means a person outside his or her home country and who has been noted on the **Schedule of Expatriates** provided to **Comcover** by the **Fund Member**.

**Fund** and **Comcover Fund** mean the **Fund** established by the Commonwealth and managed by **Comcover** as a Branch of the Department of Finance for the purposes of protecting **Fund Members** from defined losses.

**Fund Member** means the organisation named on **your Schedule of Cover** and all subsidiaries.<sup>4</sup>

**indemnity period** means the period beginning with the occurrence of the damage, **loss** or unauthorised use, interference or loss of access and ending not later than the period specified in **your Schedule of Cover**.

**loss** means all damages, legal costs awarded against a **Fund Member** (or if applicable an officer) and settlements negotiated with the prior written consent of **Comcover**.

**medical expenses** means expenses incurred and paid to a legally qualified health professional, hospital or ambulance service for treatment, including the costs of medical supplies and legally prescribed medicines and drugs.

**motor vehicle** means:

- (a) any mechanically propelled land-use vehicle, its standard tools and all accessories, and anything ordinarily towed by the vehicle; or
- (b) a **substitute motor vehicle**.

**period of cover** means the period during which **you** are covered by **Comcover**, as shown on **your Schedule of Cover**.

**personal effects** includes tools of trade and field equipment but excludes money.

**property** means, all real or personal property including:

- (a) money;
- (b) electronic data and records;
- (c) structural improvements on or in land; and
- (d) landscaping and gardens;

which is **yours**, or is in **your** care, custody or control or is **your** responsibility, but excluding:

- (i) land;
- (ii) watercraft more than 15 metres in length;
- (iii) aircraft;
- (iv) rockets and satellites;
- (v) livestock, animals, birds, and fish;

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<sup>4</sup> "Subsidiary" has the meaning as defined in section 8 of the PGPA Act.

- (vi) standing timber; and
- (vii) growing crops and pastures,  
(unless noted on **your Assets Schedule**).

(e) Land does not include structural improvements on or in the land.

**Schedule of Cover** means the terms and conditions of cover issued to the **Fund Member** which include details of the type of cover, maximum limits of cover, applicable **excesses**, and special endorsements or other conditions.

**Schedule of Expatriates** means the list notified to **Comcover** of **expatriates** nominated by the **Fund Member** as requiring cover.

**substitute motor vehicle** means a vehicle that **you** have authorised to be hired, borrowed or used for official purposes because **your usual motor vehicle** is being repaired, serviced or has broken down.

**traveller** means a person approved by **you**, including any approved accompanying persons, on travel outside his or her home country, or his or her country of assignment (including travel to outlying Australian territories and islands) for up to one hundred and eighty (180) consecutive days.

**we, us and/or our** means **Comcover**.

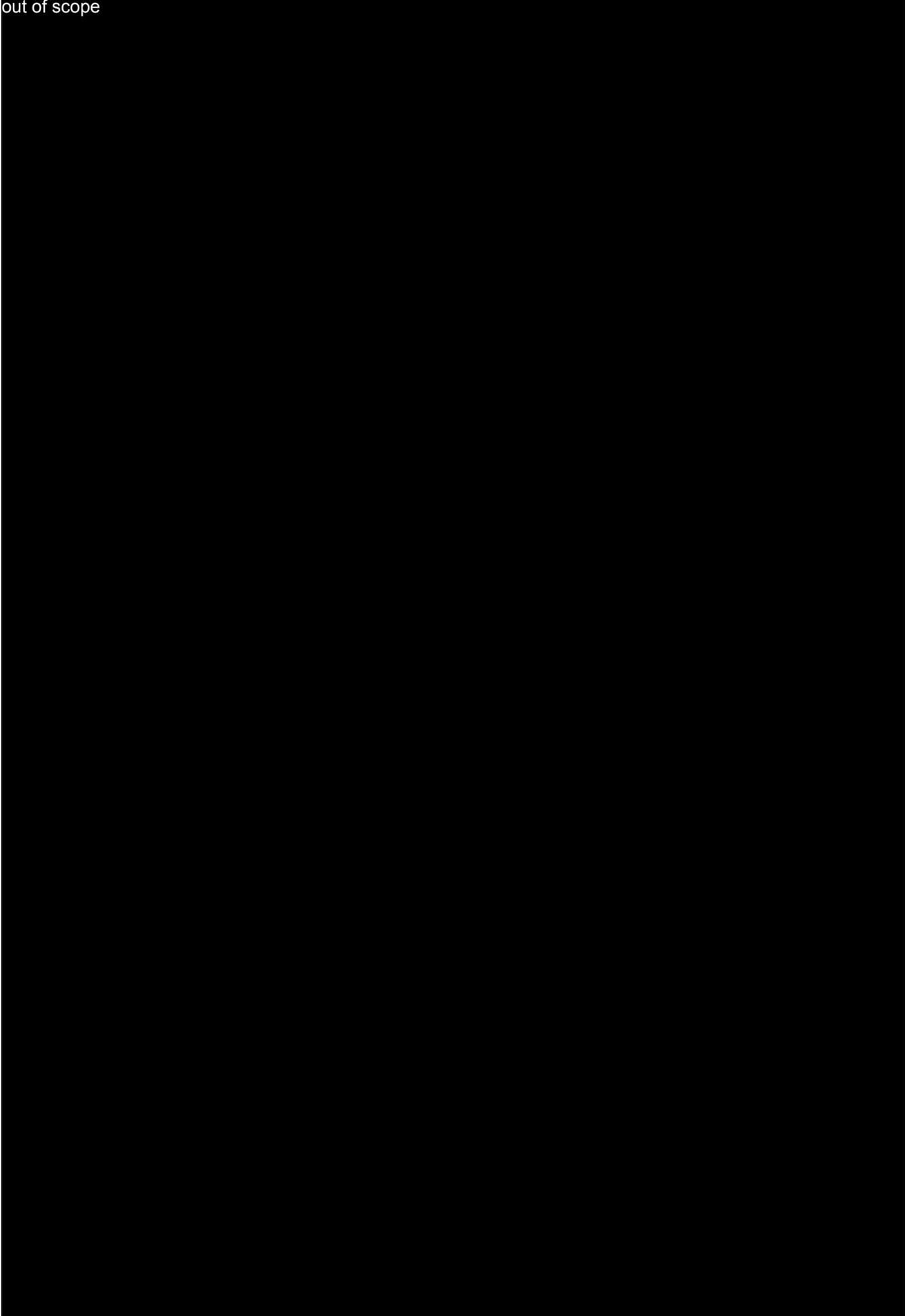
**you/your** means the **Fund Member**.

**voluntary worker** means a person who consents to undertake duties under **your** direction or at **your** request and receives nil or nominal reward.

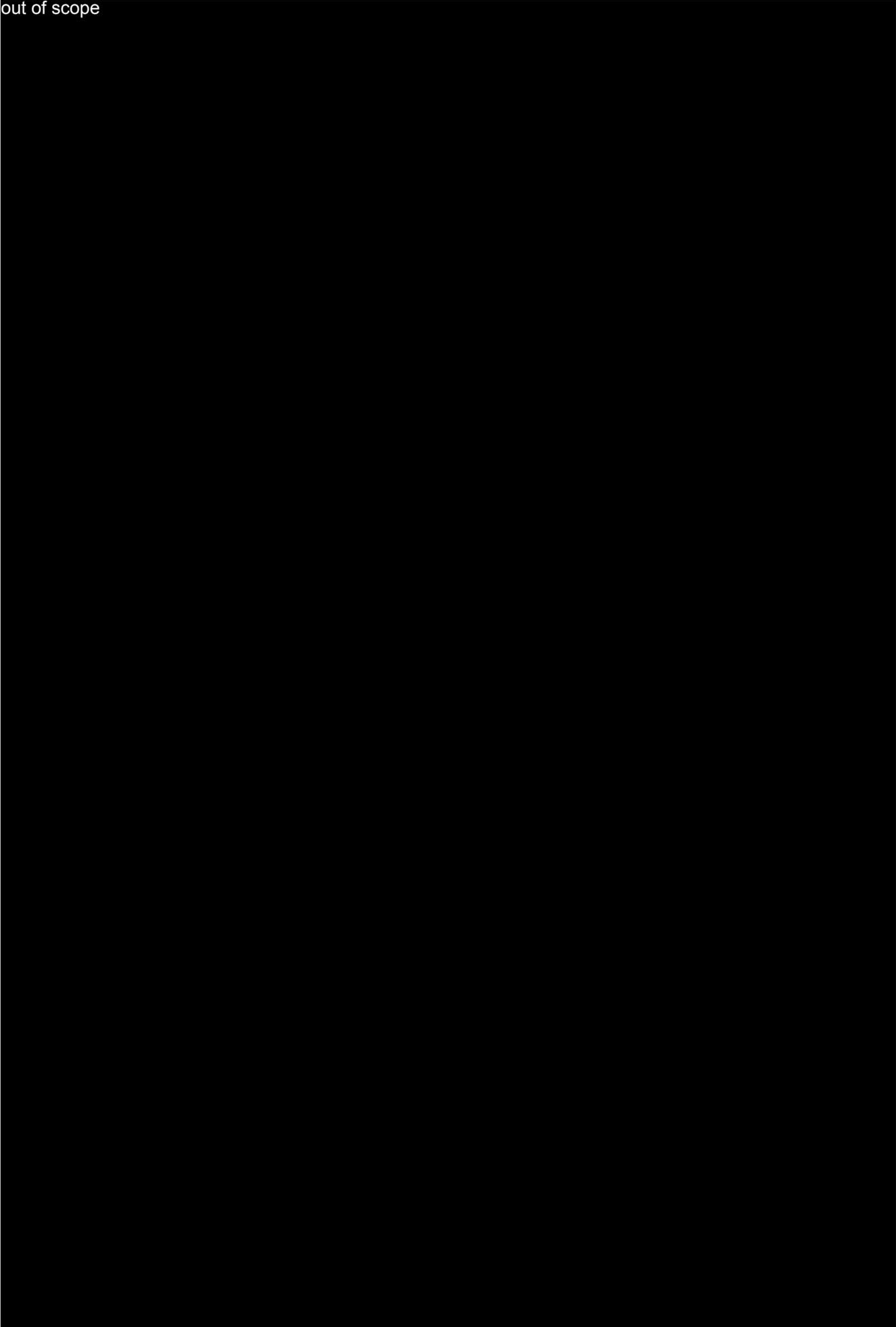
**wrongful act** means:

- (a) an error, either by omission or commission;
- (b) a misstatement or misleading statement; or
- (c) neglect or breach of duty or breach of trust by a director or officer in their capacity as a director or officer.

out of scope



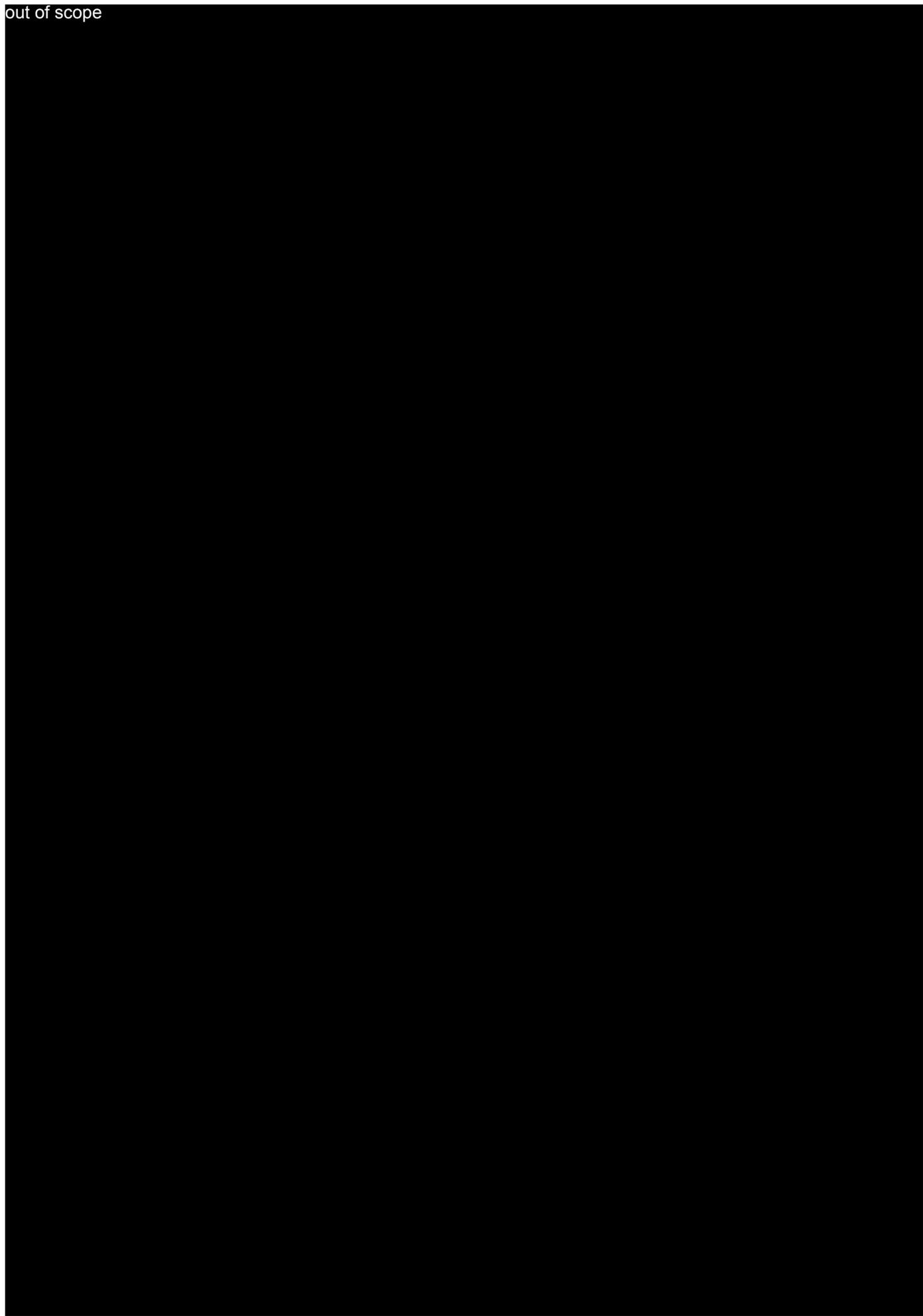
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## Chapter 4 – Property

### 9. Property

(1) If **your property** is lost, destroyed or damaged as a result of an event that occurred during **your period of cover** then **we** will pay either:

- (a) the replacement value of the **property** lost, destroyed or damaged; or<sup>10</sup>
- (b) the indemnity value should **you** choose not to rebuild or replace the **property**,<sup>11</sup>

**and**

- (c) for reasonable architects', surveyors', engineers', legal and other fees and clerks of works' salaries for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred following loss, destruction or damage excluding fees and salaries for preparing any **claim**;
- (d) for the reasonable costs incurred in the removal, storage and disposal of debris, detritus or wreckage or in decontamination;
- (e) for the reasonable costs incurred in demolition, dismantling, shoring up, propping, underpinning and other temporary repairs; or
- (f) any extra costs necessary to comply with the requirements of any competent authority provided **you** had not received notice of such requirements before the loss, destruction or damage occurred,

up to the maximum amount declared for that **property** in **your Assets Schedule**, where applicable. The amounts specified in **your Assets Schedule** at the time of **loss** are the limits that **Comcover** will pay. **You** are responsible to ensure the values recorded in **your Assets Schedule** are correct and include allowance for the additional costs specified in sub-clause (1) above.

(2) We will also pay:

- (a) for the reasonable costs incurred in extinguishing fires at or in the vicinity of **your property** which threaten to involve **your property**;
- (b) for the cost of replacement locks and/or keys and/or combinations where a burglary or theft, or attempted burglary or theft, gives you grounds to believe that the keys may have been duplicated and also the cost of opening safes and/or strongrooms as a result of the theft of keys and/or combinations; and
- (c) if **you** are the tenant and as part of **your** lease responsible for breakage of glass, the reasonable costs that **you** are responsible for to replace the

<sup>10</sup> The maximum replacement value we will pay is the cost necessary to repair or rebuild the **property** at the site, or replace it at the site, with a **property** in a condition substantially the same as but not better or more extensive than its condition when new. Where works of art, antiques or curios have been restored and/or repaired to a condition substantially the same as before the damage, then we will also pay for any reduction in market value that has occurred because of the **loss**, destruction or damage, restoration or repair.

<sup>11</sup> The indemnity value is the value of the **property** immediately prior to the **loss**

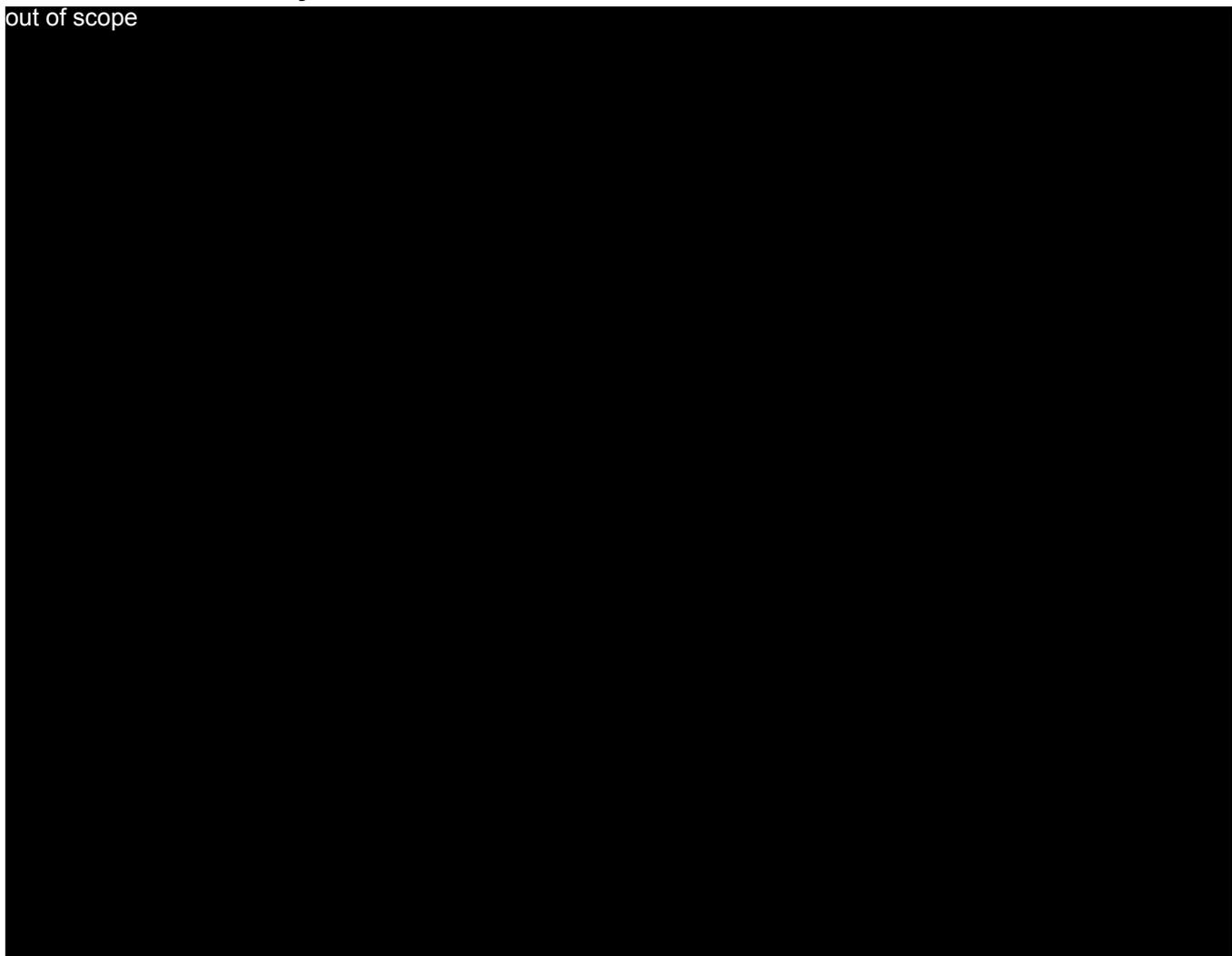
glass and also any incidental costs, including sign writing and temporary protection.

(3) **Exclusion**

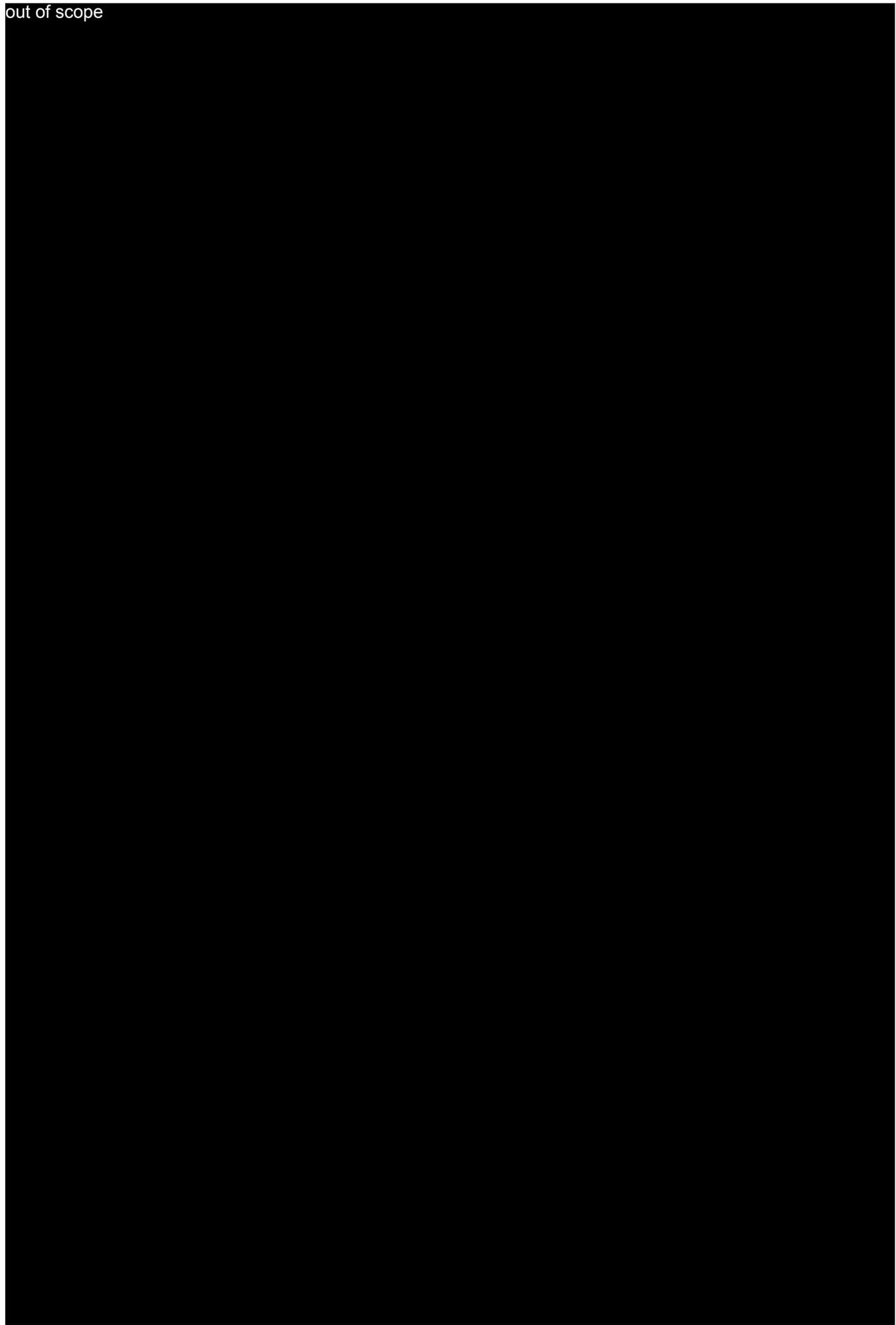
We will not pay for loss, destruction or damage:

- (a) caused by wear and tear, rust, latent defect, gradual deterioration, moths, vermin, disease, dampness or dryness of atmosphere, extremes or changes of temperature (other than freezing), or faulty workmanship, faulty material, faulty construction or faulty design<sup>12</sup>;
- (b) caused by unexplained inventory shortages, disappearances resulting from clerical or accounting errors, shortage in supply or delivery of items to or from **your** organisation;
- (c) to registered **motor vehicles**<sup>13</sup>;
- (d) caused by the action of the sea including tidal wave or high water unless such loss, destruction or damage is caused by or arises out of an earthquake or seismological disturbance<sup>14</sup>;
- (e) resulting from any misrepresentations made in connection with benefits or liabilities under Commonwealth legislation; or
- (f) to **property** undergoing construction, erection, alteration or addition when the value of the work underway exceeds \$5,000,000 unless specifically noted on **your Assets Schedule**.

out of scope



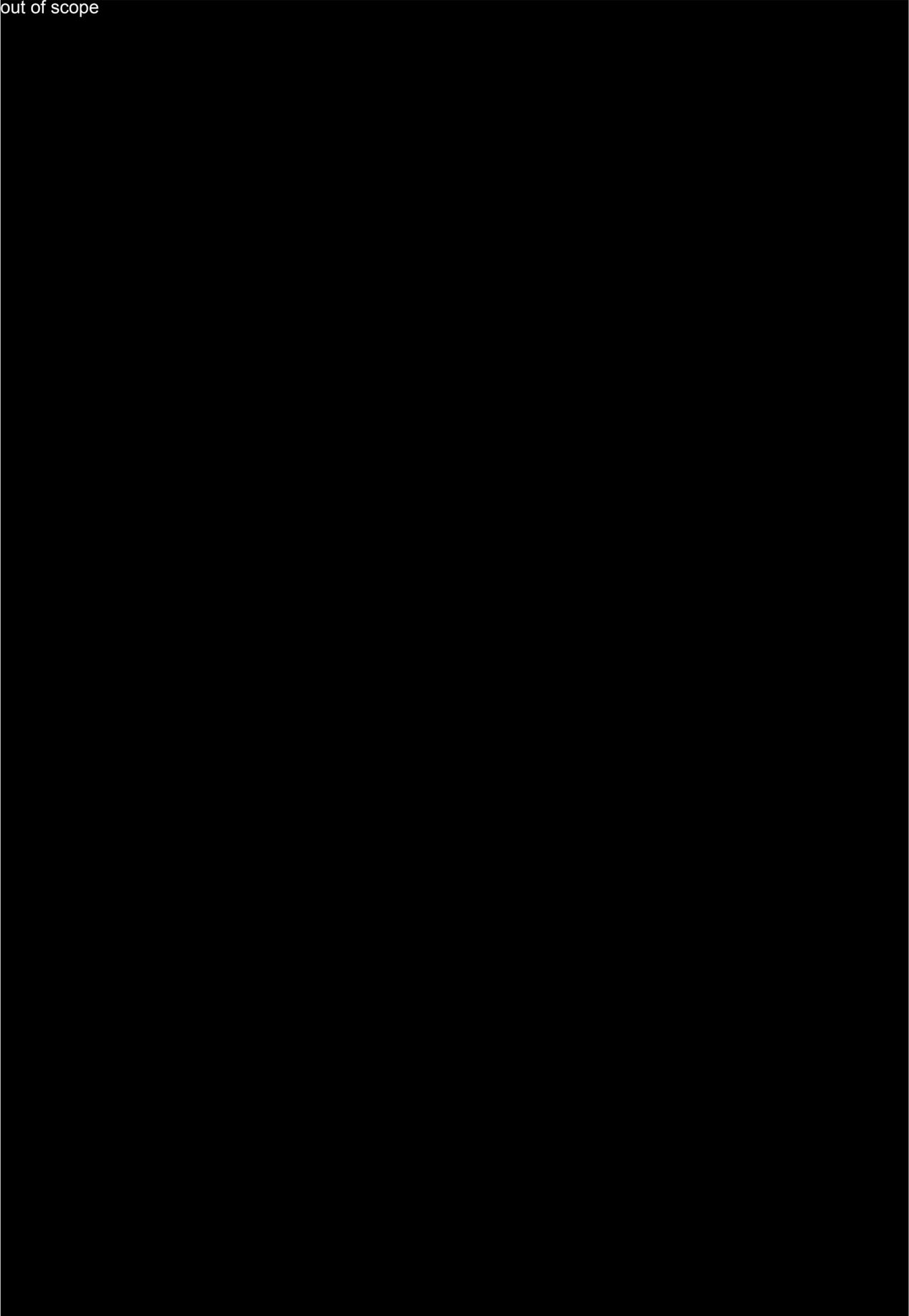
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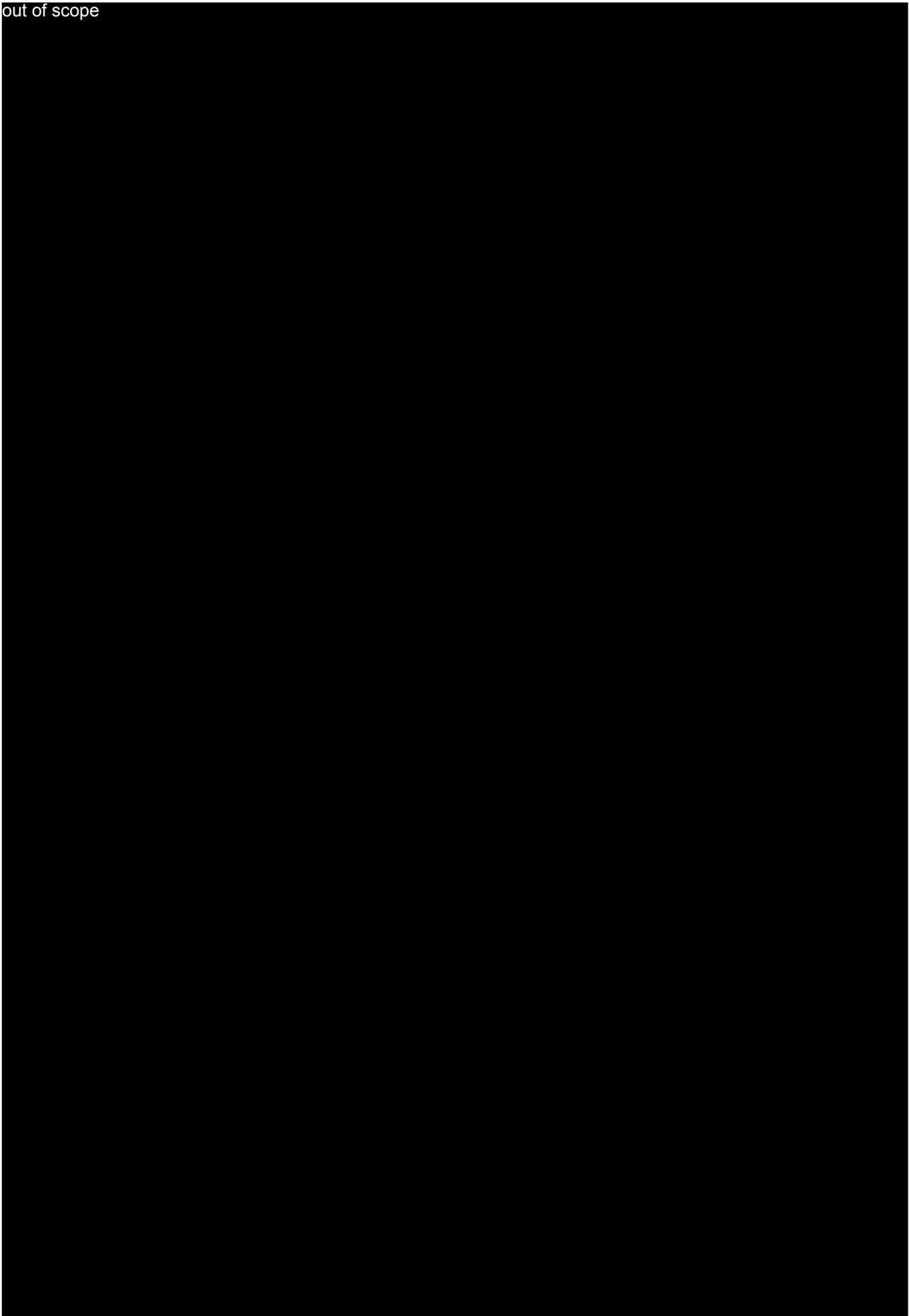
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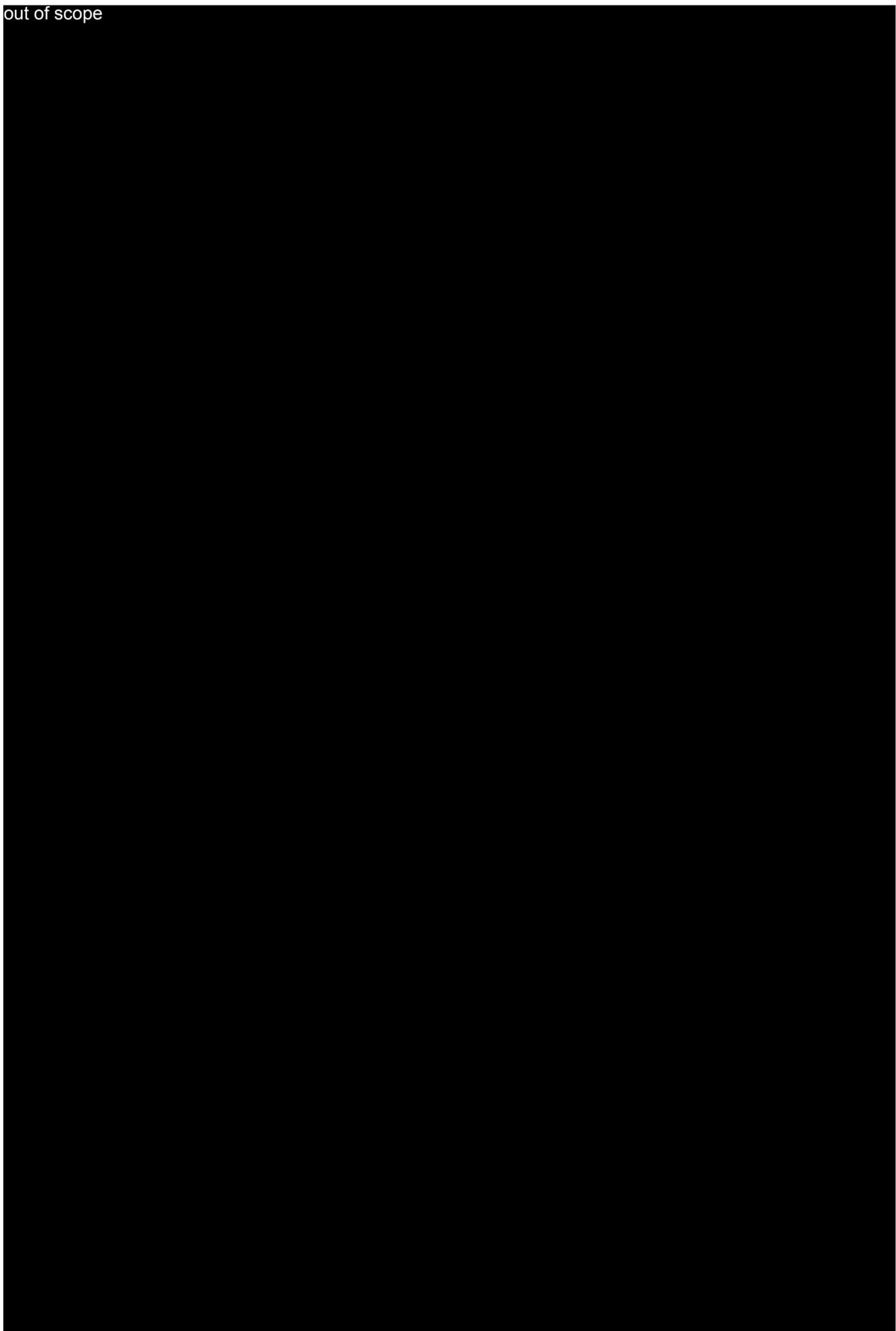
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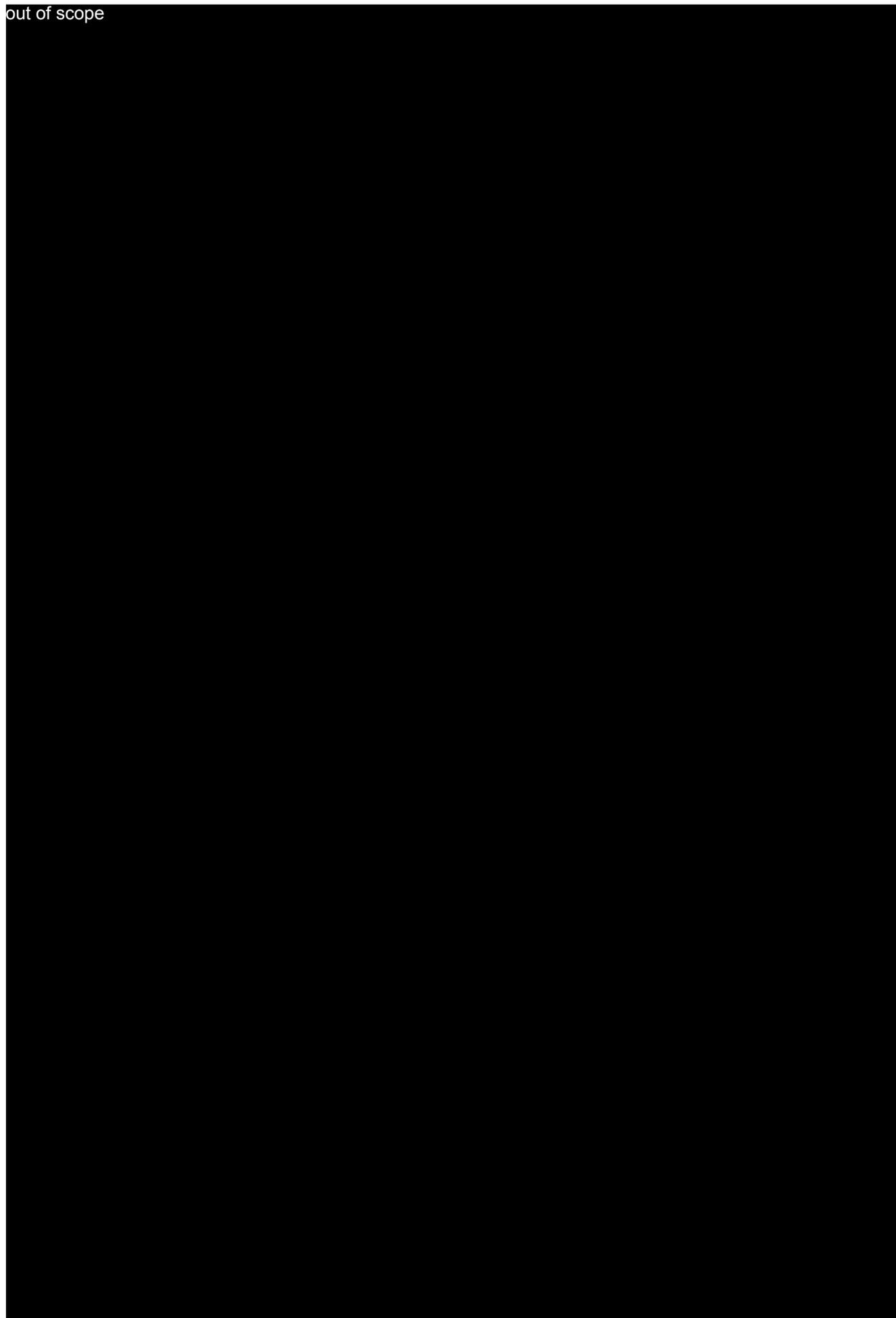
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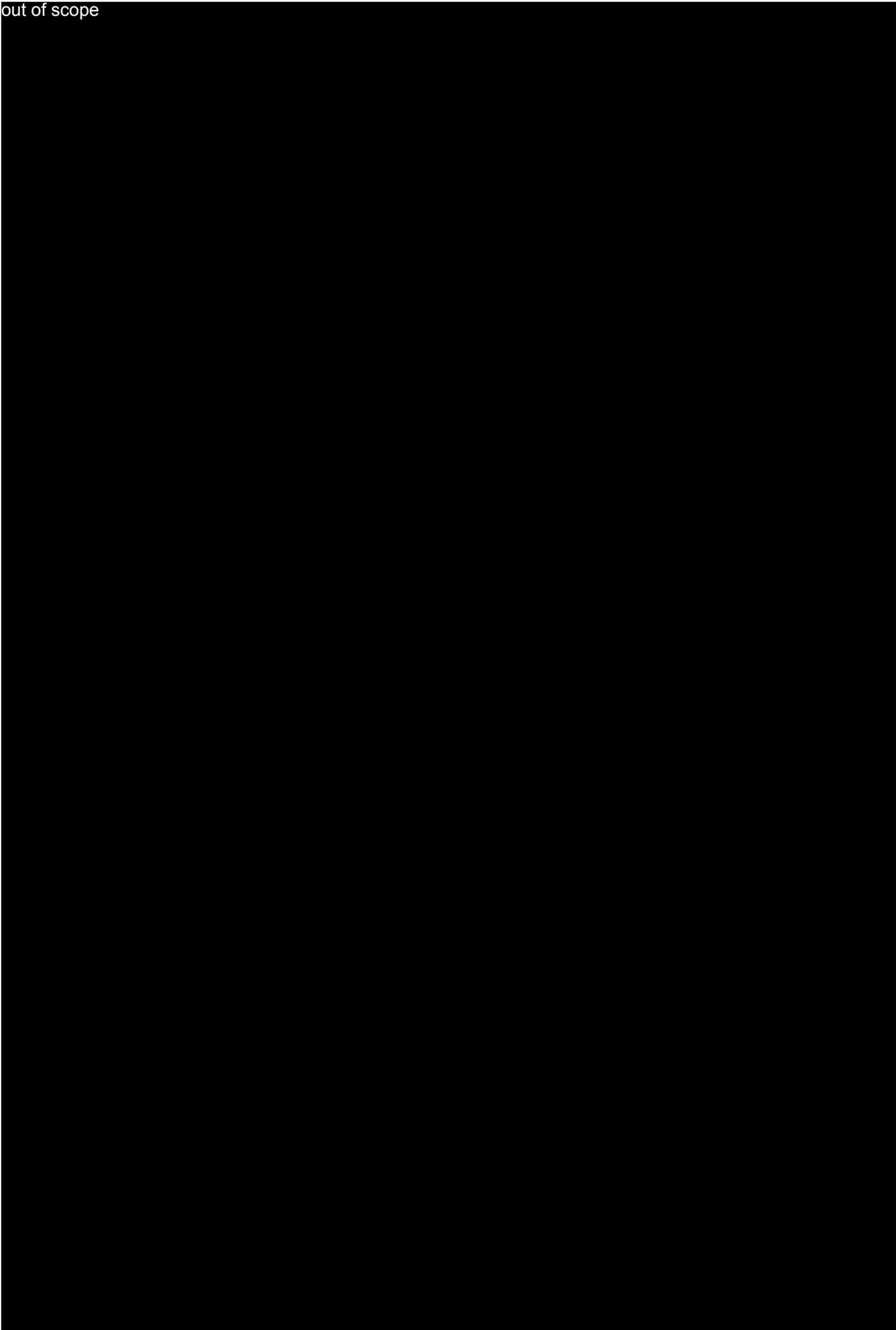
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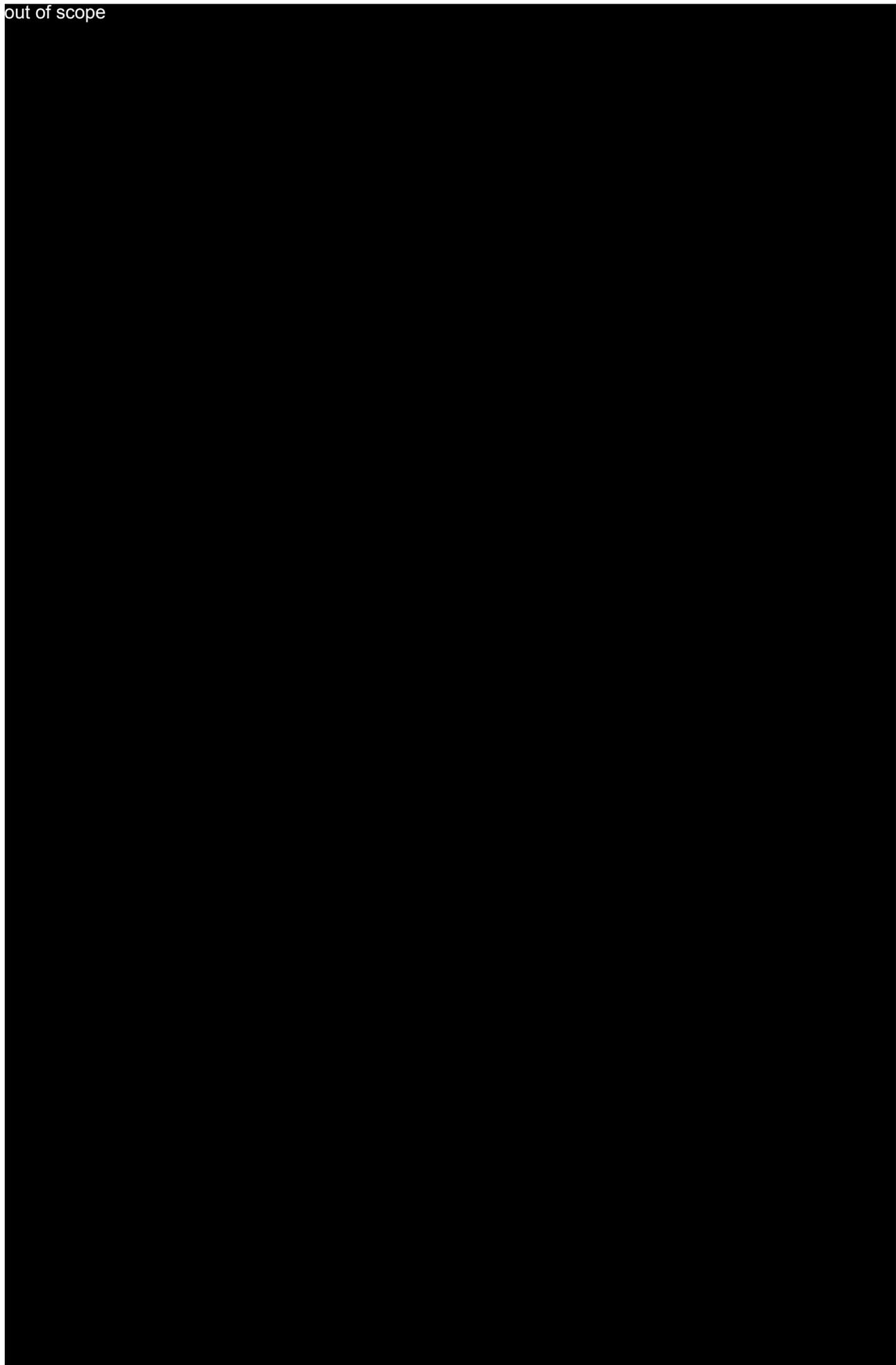
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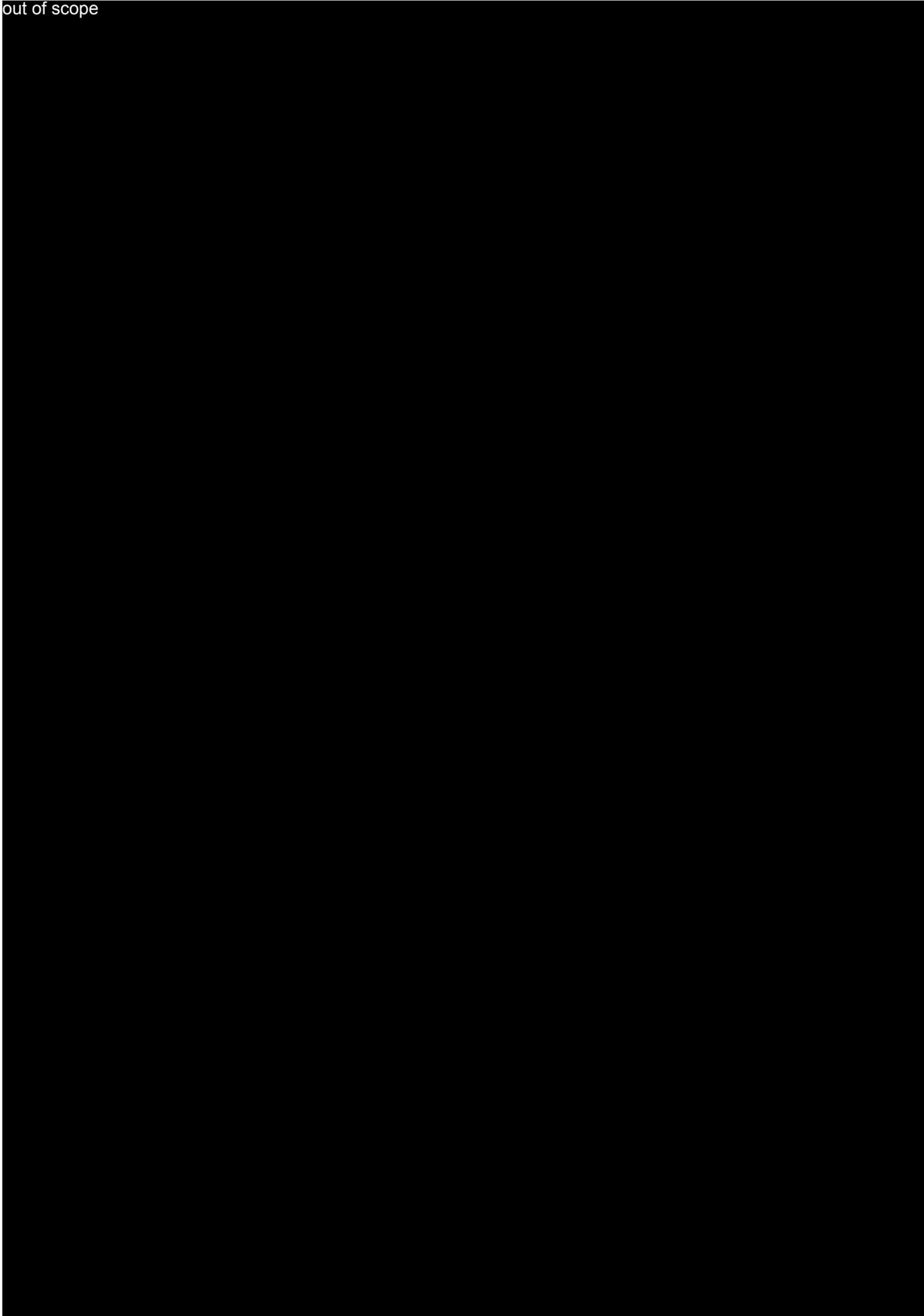
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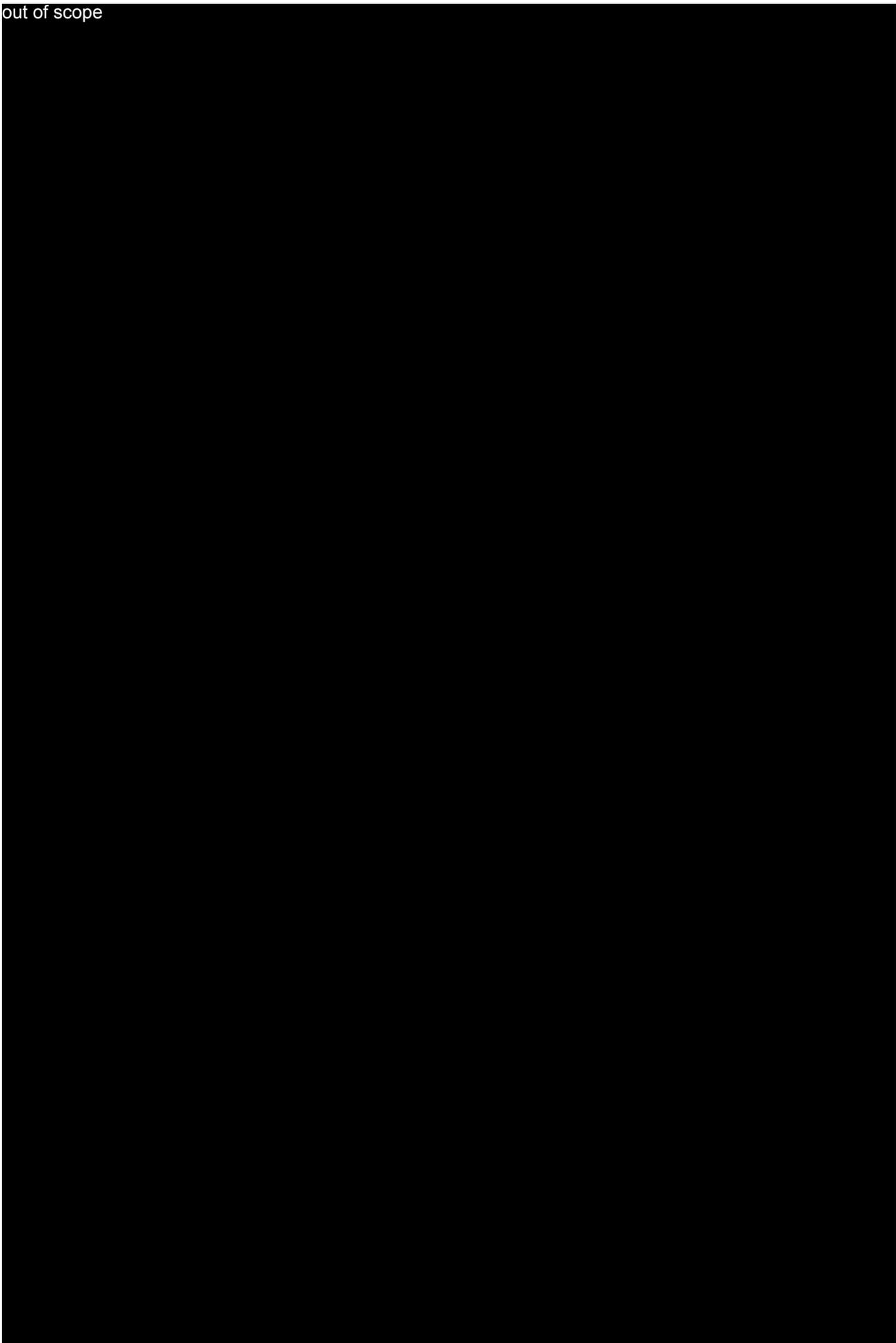
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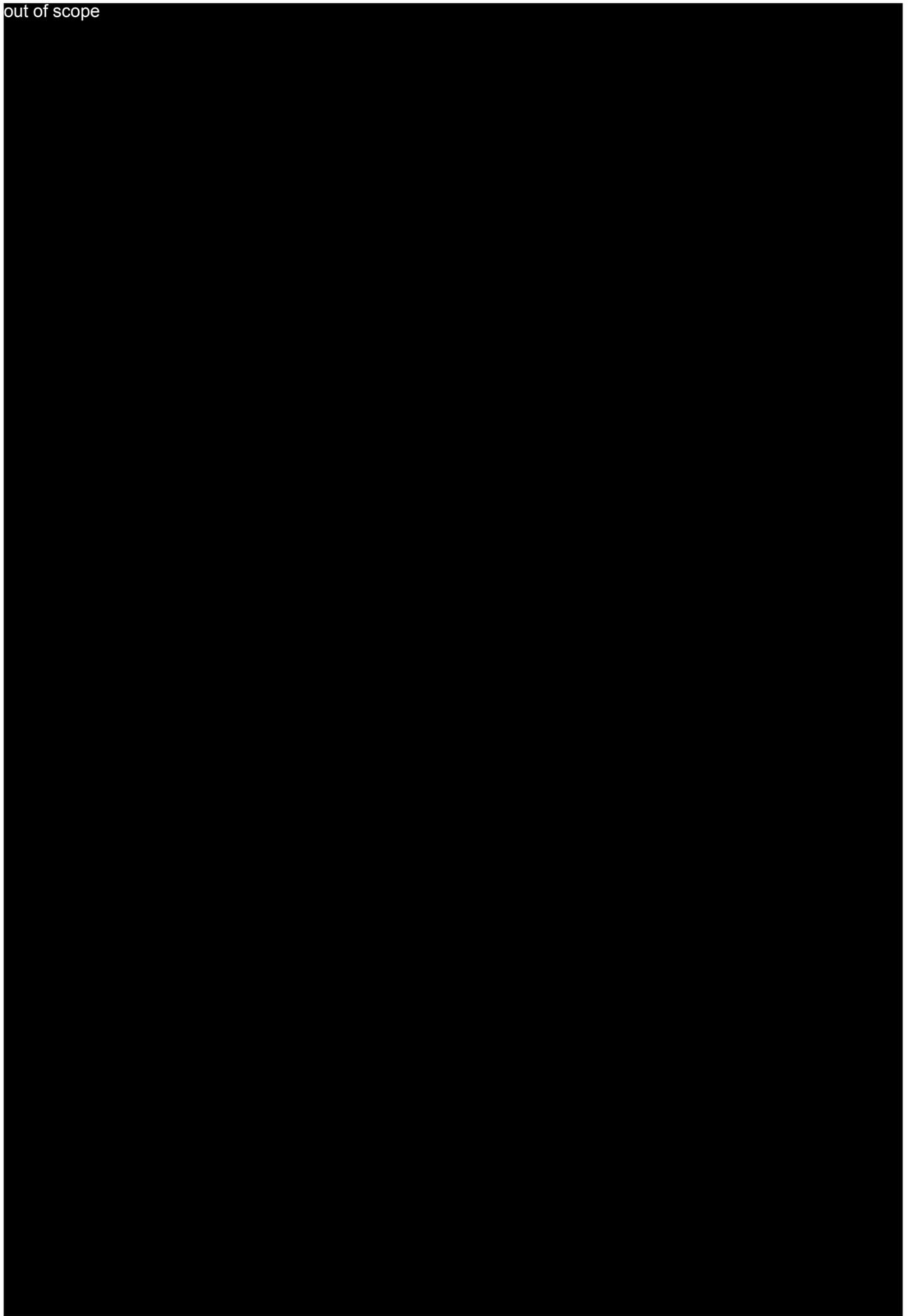
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