

# Equipment Insurance Policy Extensions

## Equipment Breakdown | Electronic Data Processing Media | Temporary Hire Following Breakdown

Coverage for any of the following extensions applies only if specifically stated to apply in the Certificate

### 1. Equipment Breakdown

Subject to all other limits, terms and conditions of this policy (except those expressly stated not to apply to this extension), the Insurer will cover you for any sudden and unforeseen physical damage to the *equipment* which does not arise from an external cause, provided:

- Such damage results from mechanical, electrical or electronic breakdown;
- You have fulfilled your obligations under any applicable maintenance agreement and complied with the manufacturer's recommendations for preventative maintenance; and
- Immediate repair to or replacement of the *equipment* is necessary to enable normal operations to continue.

The Insurer's liability for claims involving this Equipment Breakdown extension is not to exceed the Sum Insured stated in the Certificate for any one claim or all claims in the policy aggregate.

#### SETTLEMENT OF CLAIMS

The policy provision titled **Settlement for damage**, when it applies to this Equipment Breakdown extension, is amended to read as follows:

**Settlement for damage:** The Insurer will arrange repair of the *equipment* by a repairer nominated by Protecsure where a claim for equipment Breakdown to the *equipment* is accepted and you pay the excess. Where components or manufacturer's specifications are no longer available due to obsolescence Protecsure may determine to treat the damage to the *equipment* as a *total loss* in which event a *replacement product* will be provided to you unless Protecsure determines to settle the claim by a cash payment.

The insurer will not pay more than the lower of:

- The cost of such a replacement item;
- The amount for which you have insured the *equipment* (which will be shown on your Certificate);
- The cost of repairing the damaged *equipment*. If the *equipment* is repaired, the insurer will not pay more for parts and labour than the prices which are agreed from time to time between the original *equipment* manufacturer, Protecsure, and its approved repairers.

The following exclusion contained in the Policy Wording does not apply to this Equipment Breakdown extension:

- for loss of, or *accidental damage* to the *equipment* or any cost or expense whatsoever nature directly or indirectly caused by inappropriate storage, screen bruising by hand, servicing, breakdown, malfunction, design fault or electrical supply other than a power surge.

#### EXCLUSIONS

Cover under this Equipment Breakdown extension will not be available:

- For loss or damage covered by guarantee or warranty;
- For the cost of remedial action or provisional repairs unless such action or repairs constitute part of the final repairs and do not increase the total repair cost;
- For loss by inappropriate storage, screen bruising by hand, servicing (except in the circumstances of the Servicing Clause below), malfunction, design fault or electrical supply other than a power surge;
- For the cost of any alterations, additions, improvements, modifications or overhauls.

#### SERVICING CLAUSE

After the *equipment* has been successfully commissioned at your premises, cover under this Equipment Breakdown extension will be extended to include *accidental damage* to the *equipment* while the *equipment* is being moved, dismantled, reassembled or reinstated for purposes of adjustment, cleaning, inspection, repair, overhaul or relocation.

The Insurer will also meet within the policy limit of liability the following costs in expediting a repair or replacement that is covered under the policy pursuant to this extension:

- Carriage by express passenger, fast goods or other rail or road transport;
- Carriage by regular, scheduled airfreight;

provided such costs are both necessary and reasonable.

## 2. Electronic Data Processing Media

Subject to all other limits, terms and conditions of this policy (except those expressly stated not to apply to this extension), the Insurer will cover you for the necessary expenses to replace or reproduce your *Electronic Data Processing Media* to its pre-loss condition where such *Electronic Data Processing Media* has been lost from your *equipment* due to an insured event under policy extension 1 Equipment Breakdown.

The Insurer will do this provided:

- Such expenses are reasonable;
- The restoration is necessary for the resumption of your normal business operations or educational activities; and
- A claim has been accepted under policy extension 1 Equipment Breakdown for the same item of *equipment*.

Where *Electronic Data Processing Media* is not able to be replaced or reproduced then the Insurer shall be liable for no more than the blank value of the media.

The Insurer's liability for claims involving this *Electronic Data Processing Media* extension is not to exceed the Sum Insured for this section stated in the Certificate for any one claim or all claims in the policy aggregate.

The following two policy exclusions do not apply to this *Electronic Data Processing Media* extension:

- For loss of data, or loss of software that is not a standard manufacturer installed operating system, or for loss of extended warranty or other optional extras not included on the Certificate;
- For consequential loss of any kind.

A separate excess does not apply to claims under this *Electronic Data Processing Media* extension.

### EXCLUSIONS

Cover under this *Electronic Data Processing Media* extension will not be available:

- For loss of software that is not a standard manufacturer installed operating system, or for loss of extended warranty or other optional extras not included in the Certificate;
- For the value of any data;
- For consequential loss of any kind other than the necessary expense of restoring your *Electronic Data Processing Media* lost due to an insured event under policy Extension 1 Equipment Breakdown;
- For loss of *Electronic Data Processing Media* due to computer virus;
- For normal wear and tear of the *Electronic Data Processing Media*;
- For loss arising out of erroneous programming, perforating, loading or printing;
- For loss caused through the discarding or erasing of data not caused by insured damage;
- For loss of *Electronic Data Processing Media* due to a willful act by you, the user, a member of your family or your employee or if you or the user have assisted or condoned the willful act in any way.

### SETTLEMENT OF CLAIMS

The following condition applies to settlement of a claim, or series of claims, from any one event under this *Electronic Data Processing Media* extension:

**Settlement for Electronic Data Processing Media:** The Insurer will arrange all work for the restoration of *Electronic Data Processing Media* by a service provider nominated by Protecsure where a claim under this extension is accepted and you pay the excess applicable to extension 1 Equipment Breakdown. The Insurer will only pay expenses under this extension that it incurs.

### DEFINITIONS

The following definitions apply to this *Electronic Data Processing Media* extension:

**Computer virus** means any unauthorized coded set of instructions or statements designed to modify, alter, damage, destroy, delete, record or transmit information within your *equipment* or that are self-replicating or self propagating and are designed to contaminate computer programs or data, consume computer resources or in some fashion usurp normal computer operation.

**Electronic Data Processing Media** means the materials on which data is recorded, such as tapes, cartridges, disks, disc packs, punch cards, or other recording devices including the information (data) recorded thereon.

## 3. Temporary Hire Following Breakdown

Where a claim is accepted under extension 1 Equipment Breakdown, we will also pay for reasonable costs associated with temporary hire of replacement equipment, sufficient to enable continuation of your normal business operations or educational activities until repair or replacement of the *equipment* has been completed.

The following policy exclusion does not apply to this extension:

- For consequential loss of any kind.

The Insurer's liability for claims involving this Temporary Hire extension is not to exceed the Sum Insured for this section stated in the Certificate for any one claim or all claims in the policy aggregate.

### EXCLUSIONS

Cover under this Temporary Hire extension will not be available:

- For consequential loss of any kind other than the cost of hiring replacement equipment sufficient to enable continuation of your normal business operations or educational activities;
- For any Temporary Hire costs incurred during the first 72 hours from the time of damage to *equipment* insured under extension 1. Equipment Breakdown;
- Once *equipment* has been repaired or replaced and returned to you or 3 months from the date of loss, whichever is the lesser.