

This Policy is provided to you by Provident
Insurance Corporation Limited, Crown Centre,
Ground Floor, 67 Hurstmere Rd, Takapuna,
Auckland 0622, New Zealand.
Email: info@providentinsurance.co.nz
Phone: 0800 676 864



ELECTRONIC GOODS MATERIAL DAMAGE INSURANCE

provident  insurance



MOBILE ELECTRONICS EQUIPMENT POLICY

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"), Provident Insurance Corporation Ltd (hereinafter called "Provident"), 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. Nil Excess.

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

Provident 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, Provident'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. Theft or attempted theft whilst unattended unless

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- a. In a locked vehicle and out of sight, or
 - b. At a secure location and reasonably safeguarded against theft.

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 (c) 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:

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- 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.
 - c. Wear, tear, fading, scratching or marring, gradual deterioration or developing flaws, normal upkeep or making good;
 - d. Error or omission in design, plan or specification or failure of design or during testing;
 - e. 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.
8. 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.
- 9. Any Damage covered under any guarantee or warranty (express or implied) by any contractor, manufacturer, supplier, Insurer or others
- 10. 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 Provident 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 Provident Insurance. Any such parts may be requested by Provident Insurance and must be made available to them upon request.
 - d. Provide all information and documentary evidence with respect to the claim as the Provident Representative may reasonably require;
 - e. Notify the Police of any Damage due to burglary, theft or attempted burglary or theft.
 - B. Upon the notification of a claim being given, the insured must give Provident Insurance an opportunity to inspect the loss or damage before any repairs or alterations are affected. If no inspection is carried out by Provident 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 or replacement.

C. Provident may reduce or refuse to pay a claim for any Property which has sustained damage 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 twice allowing three claims in total.

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 Provident Insurance.

5. Fraud

In any claim be in any respect fraudulent or 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, Provident, without prejudice to any other right it may have under this Contract, is entitled to refuse to pay the claim.

6. Provident's Rights

Provident 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 Provident Insurance Corporation 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 the 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 cancelation.
- D. Cancellation of an Individual policy
- E. Provident Insurance Corporation 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.

10. INSURER FINANCIAL STRENGTH RATING

This Insurance is provided to you and underwritten by Provident Insurance Corporation Limited.

The Insurance (Prudential Supervision) Act 2010 requires all licensed insurers to have a current Financial Strength Rating given by an approved rating entity. Provident Insurance Corporation Limited has a Financial Strength Rating of B++, which was reaffirmed by A.M. Best on 27 July 2018.

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

11. PRIVACY ACT 1993

Personal information necessary for this insurance is collected. The information will be held by Provident Insurance Corporation Limited, Crown Centre, 67 Hurstmere Rd, Takapuna, 0622, New Zealand the dealer and these entities' agents.

Failure to provide any relevant information may result in cover being declined or the policy being avoided. Individuals have a right of access to and correction of their personal information subject to the Privacy Act 1993.

12. Claims Process

To make a claim please visit www.cyclone.co.nz/insurance-warranty for claims form, and send to ewclaims@providentinsurance.co.nz

You can also contact:


Cyclone Computer Company Ltd

Phone: 0800 686 686; or

Email: support@cyclone.co.nz

13. What to do if you have a complaint

If you have a complaint about any aspect of this Policy, please follow these steps:



First, please contact one of our customer representatives on 0800 676 864.

If our customer representative cannot resolve the matter, you may make a formal written complaint by post or email to our internal Complaints Handling Service:

Attention: Internal Complaints Handling Service

Provident Insurance Corporation Limited

PO Box 33 743

Auckland 0740

Email: info@providentinsurance.co.nz

14. Fair Insurance Code

As a member of the Insurance Council of New Zealand, we must comply with the Fair Insurance Code, which set service standards for insurance companies. We have certain responsibilities to you, such as acting fairly and openly in all our dealings with you, and giving you clear information when you make a claim.

You can request a copy of the Fair Insurance Code from us at any time.



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CYCMDC09/18