

PORTABLE COMPUTER EQUIPMENT MINISTRY OF EDUCATION TELA INDEMNITY SCHEME POLICY.

Covered by: Ministry of Education TELA Indemnity Scheme.

Managed by:

Invo Limited

Portable Computer Equipment Ministry of Education TELA Indemnity Scheme Policy

WHEREAS You the School are covered subject to all terms, conditions, exclusions, provisions, 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 or damaged by accidental physical means or lost from a cause or circumstance not excluded by this Policy (hereinafter called "Damage"), the Ministry of Education TELA Indemnity Scheme (hereinafter called the "Indemnity Scheme"), shall indemnify the School for all such Damage in accordance with the Basis of Settlement.

SCHEDULE

COVERED PARTIES:

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

EXCESS:

The School shall bear the amount of \$100.00 per item, in respect of each claim or series of claims arising out of any one event.

PROPERTY INCLUDED:

Eligible TELA and Leadspace leased portable computers including peripheral devices provided as standard with the portable computer in order for the portable computer to fulfil its Ministry of Education approved specification, bags and cases. Please note that any user data and external accessories such as mice or printers are not included.

GEOGRAPHICAL LIMIT:

Anywhere in New Zealand, and its Territories, including in Transit. Elsewhere outside New Zealand for a maximum period of twenty eight (28) days any one trip (except as approved in writing by the Indemnity Scheme).

PERIOD OF COVERAGE:

The Period of Coverage shall extend to the length of the Eligible TELA lease undertaken by the School or the Leadspace lease undertaken by the Ministry of Education (as applicable).

ADDITIONAL DEFINITIONS

Basis Of Settlement

The Indemnity Scheme shall, at its option, repair or Reinstatement the Damaged Property.

Reinstatement shall mean replacement of the Damaged Property by an item including a remanufactured item, of same Supplier, similar function, type, capacity, serviceability and quality as the item(s) Damaged. Further:

- 1 Where Damage to the Property can be repaired, the Indemnity Scheme will facilitate repair of the Property including Transit to and from the School's address.
- 2 Where Damage to the Property cannot be repaired or where the cost of repairs of the Property is equal to or exceeds cost to Reinstatement the property, the Indemnity Scheme's liability shall be limited to the Reinstatement of the Property.
- 3 Where the Property is lost or stolen the Indemnity Scheme's liability shall be limited to the Reinstatement of the Property.

Provided that the Indemnity Scheme will not indemnify the School for:

- 1 Any alterations, additions, improvements or overhauls carried out on the occasion of repair unless necessary as a part of the repair;
- 2 any provisional repairs unless it constitutes part of the final repair;
- 3 any repair, alterations, additions, improvements or overhauls not undertaken by the Indemnity Scheme's approved repairer.

Transit

Transit means any movement of the Property facilitated by the Indemnity Scheme or MOE TELA Representative.

Major Claim

Any claim settled in accordance with the Basis of Settlement which results in Reinstatement of the Property.

EXCLUSIONS:

You are not covered under this Policy for the following:

- 1 The School is liable for:
 - (a) An excess of \$100 for each claim settled in accordance with the Basis of Settlement which results in repair or Reinstatement of the Property where the cost of such repair or Reinstatement exceeds the excess; or
 - (b) the entire cost of repair or Reinstatement for each claim assessed in accordance with the Basis of Settlement which results in repair or Reinstatement of the Property where the cost of such repair or Reinstatement does not exceed the excess; or
 - (c) the entire cost of repair or Reinstatement for any claim declined by the Indemnity Scheme in accordance with this Policy.
- 2 You are not covered for any Damage occurring arising from any event unless it occurred during the period of cover.
- 3 You are not covered for any Damage unless you have taken all reasonable precautions to comply with applicable statutes and regulations.
- 4 You are not covered for any Damage where you have not taken all reasonable precautions to secure the Property, and prevent and minimise any Damage.
- 5 You are not covered for any Damage covered under any guarantee or warranty (express or implied) by any contractor, manufacturer, supplier, Insurer or others.
- 6 You are not covered for any accessories external to the Property.
- 7 You are not covered for Property which you have not kept in good order or for which you have not taken reasonable precautions to safeguard from Damage.
- 8 You are not covered for any Damage or loss occasioned by or happening through:
 - (a) Recovery or repossession of the Property for any reason whatsoever;
 - (b) The intentional or malicious act by you or any employee of the School
 - (c) Fraud or dishonest acts on the part of you or any employee of the School acting alone or in collusion with any other person or persons, embezzlement including forgery, erasure and counterfeiting including fraudulent misappropriation by electronic means;
 - (d) Rebuilding or altering the Property
 - (e) Repair of the Property performed by an individual or repairer not authorized by the Indemnity Scheme.
 - (f) Unexplained inventory shortage or disappearance resulting from clerical or accounting errors, shortage in the supply or delivery of materials to or from the School;
- 9 You are not covered for any theft or Damage as a result, or during the course, of train, bus, air or sea travel unless the items are carried as personal cabin baggage.
- 10 You are not covered for theft of the Property by you or any of the School's employees.
- 11 You are not covered for theft of the Property or attempted theft whilst unattended unless:
 - (a) In a locked vehicle and out of sight, or
 - (b) At a secure location and reasonably safeguarded against theft.
- 12 You are not covered for disappearance of the Property whilst it is on hire, rental, loan or lease other than to you.
- 13 You are not covered for replacement of damaged, worn out or spent batteries unless necessary as a consequence of Damage not excluded under this schedule.
- 14 You are not covered for replacement of component parts worn out through normal use of operation or gradual deterioration.
- 15 You are not covered for any loss of information kept in an electronic form on computer, disk, tape or other electronic, magnetic, digital or optical media.
- 16 You are not covered for any Damage directly or indirectly caused by or arising from or in consequence of or contributed to by:
 - (a) Moths, 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 exposure to light or darkness, evaporation, disease, inherent vice or latent defect, adjusting, testing or servicing operations, change in finish, smut or smoke from industrial operations;
 - (b) mechanical, hydraulic, chemical, electrical or electronic breakdown, failure, malfunction or derangement or recalibration of any machine or electrical and/or electronic device
Provided that this Exclusion 16(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 16(e) shall not apply to subsequent loss, 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;
- (f) requisition or destruction of or Damage to Property by or under the order of any Government or Public Authority other than the MOE;
- (g) data processing or media failure or breakdown or malfunction of the software or processing system including operator error or omission.

17 You are not covered for any liability arising out of or in connection with the use of any Property.

18 You are not covered for loss of use.

19 You are not covered for consequential loss of any kind.

CONDITIONS:

1 Notice Of Claims

On the happening of any event which might give rise to a claim under this Policy the School shall:

- (a) Notify the Indemnity Scheme 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 Property or parts and make them available for inspection by the Indemnity Scheme;
- (d) Provide all information and documentary evidence with respect to the claim as the Indemnity Scheme may reasonably require;
- (e) Notify the Police of any Damage due to burglary, theft or attempt thereof.

Upon the notification of a claim being given, the School must give the Indemnity Scheme an opportunity to inspect the Damage before any repairs or alterations are effected.

The Indemnity Scheme may reduce or refuse to settle a claim for any Property which has sustained Damage and if further Damaged by continued use.

2 Notification of Intent to Use Property Outside New Zealand

The School must notify the Indemnity Scheme of intent to use the Property outside of New Zealand prior to departure including departure and return travel dates. If the period of intended use outside of New Zealand exceeds 28 days then cover shall be provided for the Property by written agreement by the Indemnity Scheme at the Indemnity Scheme's sole discretion.

3 Restoration Of Cover

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

- (a) the number of separate events that result in Major Claims from your school exceeds three Major Claim events; or
- (b) the school has failed to pay any outstanding excess or any other amount payable to the Indemnity Scheme.

4 Precautions To Prevent Loss

The School 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. We do not advise the School store the multiple items of Property at any site for extended periods.

5 Transfer Of Interest

No interest in the policy can be transferred or assigned without the written consent of the Indemnity Scheme.

6 Fraud

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the School or anyone acting on the School's behalf to obtain any benefits under this Policy or if any Damage be occasioned by the wilful act or connivance of the School, the Indemnity Scheme, without prejudice to any other right it might have under this Policy, is entitled to refuse to settle the claim and all future claims.

7 Indemnity Scheme's Rights

The Indemnity Scheme and its representatives shall at all reasonable times have the right to inspect and examine any Property.

ON GOING SERVICE:

Please contact the Indemnity Scheme if:

- 1 Your details have changed.
- 2 You have any questions about your cover or the information we have given.

Ministry of Education's Indemnity Scheme Representative:

Invo Limited
Level2, 5 Raroa Road,
Lower Hutt.

Free phone: 0800 438 468

Facsimile: 04 918 1590

www.tela.co.nz/repair

Ministry of Education's Indemnity Service Request Web Site: www.tela.co.nz/repair

Please report all Damage and faults relating to items of Property covered by this Policy on the TELA Indemnity Service Web Site to arrange repair or Reinstatement of the Property.

General Indemnity Scheme Assistance Helpline: The TELA Help Desk 0800 438 468

Hours of operation:

8:00am – 5:00pm (NZST) Monday – Thursday

8:00am – 5:00pm Friday

Closed public holidays.