



Australian Government

Comcover

Indemnities and Insurance Clauses Comcover's Perspective

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Indemnities and Insurance Clauses Comcover's Perspective

- Who is Comcover
- Why is Comcover interested
- Comcover Statement of Cover
- What documents we require, what we consider and the action we take



Who is Comcover?

- Self managed fund by the Commonwealth
- General Government Sectors entities
- Over 160 Fund Members
- Covers all normal general insurable risks
- Risk Management services



What do Comcover cover

Cover

- Liability – General liability, Professional indemnity and Directors & Officers liability
- Property – Fraud, Property in Transit and Business Interruption
- Motor Vehicle
- Personal Accident
- Travel
- Expatriate
- Personal Effects
- Special covers – Marine Liability, Aviation Liability, Event Cover



What else does Comcover do

Overseas Medical and Travel Assistance - International SOS

Whole of Government Insurance Broking - Arthur J Gallagher

Risk Management assistance – Deloitte

For more information just refer to our website

www.comcover.com.au or email comcover@comcover.com.au



Why is Comcover interested – Insurance Clauses

Insurance is the transfer of the financial cost of a loss, from one entity to another in exchange for payment.

Comcover Statement of Cover -

Section 20 (page 36)

(6) Subrogation

(a) If **Comcover** accepts a **claim** under this Statement of Cover, **Comcover** will have **your** rights of recovery to the extent of the **claim** payment made by **Comcover** to **you** or on **your** behalf to any other party



Why is Comcover interested – Indemnities

What are they?

A document in which one party agrees to take responsibility for the losses and damages suffered by another party or parties



Comcover Statement of Cover

Section 19 (page 33)

(3) Indemnity

We will not pay for liability arising out of any indemnity unless

(a) the liability would have arisen in the absence of such indemnity, or

(b) the indemnity is contained in a contract where the contract was entered into prior to 1 July 2004, or

(c) **you** have followed Australian Government policy on issuing and managing indemnities and, after making reasonable inquiries, **you** have assessed:

- (i) the likelihood of the event giving rise to the liability occurring as less than 5%; and
- (ii) the most probable expenditure that would need to be made if the event giving rise to the liability occurred as less than \$5,000,000.



Do I need to advise Comcover each time we give an indemnity?

No, as you only need to advise Comcover of an indemnity if you wish to request us to cover your insurable risks in respect to the indemnity

What is meant by:

'you have followed Australian Government policy on issuing and managing indemnities and, after making reasonable inquiries, you have assessed'



What do Comcover require?

- The agreement which contains the indemnity
- The legal advice on the extra risk you are accepting by giving the indemnity.
- Your Risk Assessment on the extra risks you are accepting by giving the indemnity.
- Confirmation that you are proceeding with the indemnity as supplied
- Any other background information that is could be considered helpful



What do Comcover look at?

- Does the information supplied give a clear picture of the extra risks being accepted by giving the indemnity
- Does the Fund member understand the risks they are accepting by giving the indemnity
- Are the risks something the Comcover Fund should cover
- Should we charge a extra premium