Australian Government
Comcover

Comcover Statement of Cover 2026-27

Effective from 1 July 2026

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CHAPTER 1 – PREAMBLE

1. OVERVIEW OF COMCOVER

(1) The Department of Finance has responsibility for administering the Commonwealth's self-managed insurance fund (Comcover).

(2) The key objectives of Comcover are to:

- minimise the impact of insurable losses (with the exception of workers' compensation) on Fund Members and the Budget through the accumulation of reserves that are actuarily determined and accumulated into the Comcover Special Account. The Australian Government has capped the amount funded by Comcover for a single **claim** or **event** at $100 million to avoid the over-accumulating of funds. For **claims** or **events** exceeding $100 million, they are to be funded through the budget process in accordance with Estimates Memorandum 2024/38 (Comcover – Claims over $100 million)[1];
- ensure efficient and consistent resolution of claims against the Commonwealth. Claims are managed centrally by Comcover in collaboration with stakeholders. 'Significant' claims are overseen by the Attorney-General under the *Legal Services Directions 2025* (Legal Services Directions); and
- promote best practice risk management to the General Government Sector to prevent losses and support informed decision-making and delivery, delivering a net benefit to the Budget in the long-term. Comcover supports Fund Members to fulfil their duties under the *Public Governance, Performance and Accountability Act 2013* (PGPA Act) to effectively manage risk through the *Commonwealth Risk Management Policy*, a risk management maturity benchmarking program, risk and insurance education, guidance and advice.

(3) All Commonwealth entities and Commonwealth companies that are classified to the General Government Sector and subject to the PGPA Act are members of Comcover, unless they have been exempted by the Finance Minister.

(4) Further information in relation to Comcover, including the education program, publications and other resources, is available on Comcover's website at https://www.finance.gov.au/government/comcover.

2. INTRODUCTION

(1) The Comcover Statement of Cover (the Statement of Cover) explains the terms under which insurable losses incurred by a Fund Member will be funded out of the Comcover Fund. Specific levels of cover for individual Fund Members will be defined in their Schedules of Cover.

(2) In this Statement of Cover certain words have defined meanings. When words appear in bold they have the meaning given to them in section 5 (under Chapter 2).[2]

(3) The Statement of Cover is an internal policy arrangement for the management of insurable losses affecting Fund Members. The Statement of Cover is not intended to, and does not, give

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[1] For the purposes of this section 1(2) of the Statement of Cover: Chapter 4 Property cover – a single **event** that impacts multiple Fund Members is considered a separate **event** for each **Fund Member**. Where more than one claim arises out of a single event, Comcover will provide each affected Fund Member with aggregate cover up to $100 million; Chapter Liability cover – where a single insurable loss outlined in section 6(1) of the Statement of Cover results in one or more **claims**, cohort of individual **claims** or class action, Comcover will provide the affected **Fund Member** with aggregate cover up to $100 million.

[2] **We** have followed the convention of using capital letters for certain words that are commonly capitalised, particularly descriptors of Government entities and functions. No further meaning should be implied from the use of capitals in these cases.

rise to any legally enforceable rights on the part of Fund Members or individuals against Comcover and does not constitute a contract of insurance or other type of legally binding contract or agreement.

(4) Comcover's mechanism for dispute resolution is available on Comcover's website at https://www.finance.gov.au/government/comcover.

3. CONDITIONS OF COVER

(1) RETROACTIVE DATE

If **you:**

(a) had Directors' and Officers' and/or Professional Indemnity Insurance before joining **Comcover**, then **we** will set a date prior to **your** joining that will identify the time from which **we** will accept liability for execution or breach of **your** duty, or **wrongful acts**, which give rise to a **claim** made during **your period of cover** with us. The applicable date will be that shown in **your Schedule of Cover** as the Retroactive Date;

(b) had General Liability insurance before joining **Comcover**, **we** will accept liability for events which occurred after the time **you** joined;

(c) did not have cover for the classes of risks specified in (a) or (b) before **you** joined **Comcover** then, subject to the terms and conditions of this Statement of Cover and **your Schedule of Cover**, **we** will only accept liability for execution or breach of **your** duty, or **wrongful acts** for occurrences which happen after the time **you** joined.

Unless otherwise shown on **your Schedule of Cover**, the retroactive date will be taken to be 1 July 1998.

(2) OBLIGATIONS OF FUND MEMBERS

(a) **You** have an obligation to disclose information in respect of **your** risk exposures, which means that:

(i) before accepting cover, **you** must tell **Comcover** every matter **you** know, or could reasonably be expected to know, that is relevant to **Comcover's** decision to offer cover; and

(ii) at all times while this Statement of Cover applies, **you** must give **Comcover** written notice, as soon as is reasonably practicable, of everything that **you** are aware of in the ordinary course of business that materially increases or changes **your** risk exposures.

(b) **You** do not have to disclose a matter that:

(i) diminishes the risk; or

(ii) does not materially increase or change the risk.

(c) **Comcover** looks to the support and cooperation of **our Fund Members** in the provision of services. It is expected that **Fund Members** will:

(i) ensure that **your** staff are aware of all statutory requirements and their responsibilities under relevant legislation, regulations, instructions and policies;

(ii) exercise reasonable care at all times to protect against **losses**;

(iii) do everything that is reasonably practicable to minimise the extent of a **loss**;

(iv) do everything that is reasonably practicable to investigate the circumstances where it appears the illegal or deliberate actions of any **person** may have caused or contributed to a **loss**, and if appropriate:

- identify the perpetrators;
- prosecute or assist in the prosecution of any perpetrators; and
- assist **us** to seek full recovery of the **loss** from any perpetrators to the maximum extent possible.

(v) comply with the terms of the Statement of Cover;

(vi) provide the following information within the timeframes requested by **Comcover**:

- completion of **Comcover's** risk management benchmarking program; and
- completion of **Comcover's** renewal questionnaire.

(vii) ensure **your Assets Schedule** is kept up-to-date with accurate replacement values and location details;

(viii) ensure **your Schedule of Expatriates** is kept up-to-date and includes accurate names, start and finish dates and country of posting;

(ix) ensure **your** staff accessing the Comcover Launchpad, Comcover's online portal for accessing Fund Member services, is kept up-to-date to maintain system access integrity; and

(x) participate in arrangements that are part of the **Comcover** services, including **Comcover's** education activities, the Commonwealth Risk Managers' Forum and the Legal Community of Practice.

(3) CLAIMS

When a **claim** is made against **you**, or an event occurs that may give rise to a **claim**, **you** must:

(a) provide written details, including details of any insurance which covers the **claim**, to **Comcover** as soon as practicable;

(b) disclose all matters relating to a possible or actual **claim** promptly and comprehensively;

(c) not admit liability for, or settle, any claim or incur any costs in connection with a claim without the prior written consent of Comcover;

(d) provide claims information as and when required; and

(e) comply with the Legal Services Directions and provide every assistance to **Comcover** in meeting its obligations under the Legal Services Directions.

(4) EXCESS

(a) When a **claim** is made against **you**, or an **event** occurs that may give rise to a **claim**, **you** must pay the **excess** promptly, as and when instructed by **Comcover**.[3]

(b) If different **excesses** apply to a **claim** under different covers, **you** must pay the higher or highest **excess**.

(c) If more than one **claim** arises out of a single insurable loss outlined in section 6(1) of the Statement of Cover or an **event**, all of those **claim**s will together be one **claim** for the purposes of determining each affected Fund Member's **excess**.

(d) Where more than one **claim** results from any combination of events or a series of related events, all of those **claim**s will together be treated as one **claim** for the purposes of determining the **excess**.

(e) Separate **excesses** will apply to previous and unrelated damage to **your motor vehicle**.[4]

(5) SUBROGATION

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

(b) **You** must allow and assist **Comcover** to seek indemnity or contribution in **your** name from any party against whom **you** may have such rights.

(c) **You** must give **us** all the assistance **we** may reasonably require for the prosecution and settlement of recovery actions.

(d) If an amount is recovered then **Comcover** will be entitled to deduct from that amount any administrative or legal costs incurred or paid by **Comcover** in funding the recovery action.

(e) Where **you** have paid an **excess** in relation to that **claim**, **you** will be entitled to a refund of that **excess** in the proportion that the net amount recovered (less expenses) bears to the **claim** payment made by **Comcover**.

(6) CLAIMS CO-OPERATION AND SETTLEMENT

(a) **Comcover** is responsible for the defence and settlement of **claims**. **You** must give **us** all the assistance **we** may reasonably require for the defence and settlement of **claims** and for recovery actions.

(b) If **you** want to contest a **claim**, which **we** believe should be settled, **you** may elect to do so but **our** liability for the **claim** will not exceed the amount for which, but for **your** election, the **claim** could have been settled together with costs and expenses **we** must pay **you** up to the date of **your** election.

(c) In the event that **you**, or a **director** or **officer** of **yours,** is a party to a **claim** which is covered only in part under this policy, **you** (or **you** and **your director** and **officer**) and **Comcover** will use their best efforts to agree upon a fair and proper allocation of **loss**, fees and expenses, including **defence costs,** which should be insured under this policy, and which relate solely to what is covered under this policy.

(d) In the event that an agreement cannot be reached on a fair and proper allocation of **loss**, fees and expenses, including **defence costs**, a Senior Counsel (to be mutually agreed

[3] If **you** do not, then **Comcover** may directly deduct any amount owing from the amount required to settle the **claim** or refuse to manage the **claim**.

[4] Previous and unrelated damage is damage that is not consistent with the reported circumstances or has accumulated over a period of time.

between us) will determine, as an independent expert but not as an arbitrator, a fair and proper allocation that will be binding on **Comcover**. Until the Senior Counsel has made their determination, **Comcover** may, in its discretion, pay such **loss**, fees and expenses, including **defence costs**, as it considers appropriate.

(7) COMCOVER SERVICES

You must not enter into any separate contract, arrangement or understanding with any supplier of **Comcover** Services in relation to the management of a **claim** or for the protection of **your** normally insurable risks without the prior written approval of **Comcover**.

(8) INSURANCE

You must advise **us** as soon as practicable if any risk that **we** cover is also covered for **you** by any other insurance arrangements.

CHAPTER 2 – STATEMENT OF COVER

4. THE STATEMENT OF COVER

(1) This Statement of Cover has effect from 1 July 2026 to 30 June 2027.

(2) The Statement of Cover may be terminated, cancelled 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 and the 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.

5. DEFINED TERMS

The terms under this section 5 'Defined Terms' are **Comcover** definitions relevant to the Statement of Cover only.

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; and

(c) interest charges on any loan **you** take out to off-set the 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 means the Commonwealth's self-managed insurance fund, administered by the Department of Finance for the purposes of protecting **Fund Members** from losses covered by the **Comcover Insurance Policy**.

Comcover Fund means the *PGPA Act Determination (Comcover Special Account 2018)*.

Comcover Insurance Policy comprises the Comcover Statement of Cover (this document) and the **Schedule of Cover**.

defence costs means reasonable legal costs and other expenses incurred in defending **claims** with the prior written consent of **Comcover**. **Defence costs** does not include business as usual expenses. Business as usual expenses are considered to be, but are not limited to, costs incurred in providing discovery, the supply of witnesses (including costs to get witnesses to and from interviews and hearings), storage of documents, transportation of documents, or other costs incurred by a **Fund Member** in assisting the management of the defence of a **claim**.

director means a **person** who is or was:

(a) a director of a Commonwealth company or its **subsidiary** as defined under section 9 of the *Corporations Act 2001;*

(b) a director of a corporate Commonwealth entity or its **subsidiary**;

(c) a director of a non-corporate Commonwealth entity; or

(d) a board or council member appointed under **your** legislation.

employment practices means:

(a) wrongful or unfair dismissal, discharge or termination, either actual or constructive, of an employment relationship in a manner which is against the law;

(b) workplace harassment (whether sexual or otherwise) of an employee;

(c) any form of discrimination;

(d) denial of natural justice to an employee;

(e) wrongful refusal to employ a potential employee;

(f) defamation from employment related matters;

(g) unfair demotion, failure to promote, unfair deprivation of career opportunity, wrongful discipline, negligent evaluation or failure to grant tenure or employment to an employee; or

(h) misleading representation or advertising about employment in **your** organisation.

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

expatriate means an employee of the **Fund Member**, their spouse or partner and/or any dependants outside their home country and who has been noted on the **Schedule of Expatriates** provided to **Comcover** by the **Fund Member**.

event means a sudden, accidental and unforeseen occurrence that causes loss or damage that **you** do not intend or expect. An event may result in one or more **claims** from one or more **Fund Member**.

Fund Member means an insured Commonwealth entity and insured Commonwealth company that holds a **Comcover Insurance Policy** named on **your Schedule of Cover** and its **subsidiaries**.

illness means any sickness or disease.

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**.

injury means bodily injury, death, **illness**, disability, shock, fright, mental anguish, mental injury or emotional distress.

loss means all damages and legal costs awarded against a **Fund Member** (or if applicable an **officer**) and any settlement of a **claim** 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, fixed operational modifications, and anything ordinarily towed by the vehicle; or

(b) a **substitute motor vehicle**.

officer means:

(a) a **person** who is or was:

  (i) an official within the meaning of the *Public Governance, Performance and Accountability Act 2013* or the *Financial Management and Accountability Act 1997*;

  (ii) an employee or officer of a Commonwealth authority within the meaning of the *Commonwealth Authorities and Companies Act 1997*;

  (iii) an employee of a **subsidiary** of a corporate Commonwealth entity; or

  (iv) an employee, including the company secretary, of a Commonwealth company or its **subsidiary**.

(b) a **person** who is or was a member of a committee or sub-committee (whether or not established by statute) which provides technical or professional advice to a **Fund Member** or **officer** of the **Fund Member**, for purposes in connection with assisting the **Fund Member** or the **officer** to exercise their powers or perform their functions; or

(c) any **person** who is or was a **voluntary worker** of the **Fund Member**.

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

person includes a natural person, body corporate, corporation sole, or statutory authority.

personal effects includes tools of trade and field equipment but excludes money and private motor vehicles.

property means all real or personal property including:

(a) money;

(b) electronic data and records;

(c) network and information technology infrastructure including hardware, equipment and devices;

(d) **remotely piloted aircraft**, hot-air balloons, weather balloons, and atmospheric balloons;

(e) structural improvements on or in land; and

(f) landscaping and gardens

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

  (i) land (other than structural improvements on or in the land);

  (ii) watercraft more than 15 metres in length;

(iii) aircraft (other than **remotely piloted aircraft**, hot-air balloons, weather balloons, and atmospheric balloons);

(iv) rockets and satellites;

(v) livestock, animals, birds, and fish;

(vi) standing timber;

(vii) growing crops and pastures; and

(viii) registered **motor vehicles**.

unless agreed to by **Comcover**, shown on **your Assets Schedule** and noted on **your Schedule of Cover**.

remotely piloted aircraft has the meaning given to it in the *Civil Aviation Safety Regulations 1998* (Cth).

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 **excess**, 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.

Subsidiary means an entity as defined under section 8 of the *Public Governance, Performance and Accountability Act 2013*.

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 and funded by **you,** on travel outside their home country, or their country of assignment (including travel to outlying Australian territories and islands) for up to one hundred and eighty (180) consecutive days.

total loss means: (a) **Comcover** assess the likely cost to repair the **motor vehicle** will exceed the market or agreed value; or (b) the **motor vehicle** is stolen and not recovered within 14 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 financial reward.

wrongful act means:

(a) an error, either by omission or commission;

(b) a misstatement or misleading statement; or

(c) neglect, breach of duty or breach of trust by a director or **officer** in their capacity as a director or **officer**.

CHAPTER 3 – LIABILITY

6. GENERAL LIABILITY AND PROFESSIONAL INDEMNITY

(1) If **you** are legally liable to pay compensation for:

(a) **injury** or **illness** or death;

(b) unlawful arrest or false imprisonment, wrongful detention or malicious prosecution;

(c) wrongful entry or eviction;

(d) assault and battery that **you** did not commit or direct — except to protect natural persons or property;

(e) defamation, injurious falsehood or for any negligent misstatement;

(f) infringement of copyright, title or slogan, passing off or breach of intellectual property rights (including moral rights);

(g) unfair competition, piracy, misappropriation of ideas under an implied contract;

(h) breach of confidence, an interference with privacy, or other similar misuse or unauthorised access, or the exceeding of authorised access to, or disclosure or loss of, information;

(i) property which is damaged, lost or which cannot be used; or

(j) a **loss** caused by the execution or breach of **your** duty that arises from **your** operations or business[5],

and

(k) where the **claim** for **loss** was made against **you** during **your period of cover**, and reported to **Comcover** during that **period of cover** or as soon as reasonably practicable,

then

(l) **we** will indemnify **you** for:

(i) damages or judgments, **defence costs** incurred by **you** with the prior written consent of **Comcover** and legal costs awarded against **you** which arise out of **your** failure to monitor, control, regulate, sanction or license any entity over which **you** have a regulatory authority or which arise out of the failure of any entity over which **you** have regulatory authority, financial or otherwise;

(ii) damages or judgments, **defence costs** incurred by **you** with the prior written consent of **Comcover** and legal costs awarded against **you** for all **claims** which arise out of the provision by **you** of, or **your** failure to provide, medical care or advice (or other medical services) in a professional capacity;

(iii) all other **loss** and **defence costs**.

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[5] Liability under this subclause (j) is limited to the amount shown separately as Professional Indemnity on your Schedule of Cover and is in addition to, not inclusive of, the overall General Liability and Professional Indemnity limit.

(2) **We** will also cover any directors, **officers**, employees of **Fund Members**, **voluntary workers**, or any members of any board, commission, committee or advisory council appointed by **you** whilst acting in good faith in fulfilment of their duties and responsibilities to **you**, but only to the extent that it is legal to do so.[6]

(3) **Exclusions**

We will not pay for:

(a) legal costs in any action **you** bring (including a cross claim, counter claim, set- off or similar action) without the prior written consent of **Comcover**;

(b) any liability arising out of liquidated damages clauses or similar penalty clauses in contracts except to the extent that liability would have attached in the absence of such clauses;

(c) any liability, other than at the discretion of **Comcover** the **defence costs**, arising out of **your** breach of contract unless liability would have arisen in the absence of that breach;

(d) property damage arising out of the use of a registered **motor vehicle** or a **motor vehicle** which is required to be registered under applicable legislation;

(e) any fees or expenses including **defence costs** incurred by **you** without the prior written consent of **Comcover**;

(f) **loss** or any part of **loss** that represents compensation, reimbursement or return of fees, duties, tariffs, taxes, levies or charges or any other amounts incorrectly collected or received by **you**; or

(g) any **claim** for or in any way connected with underpayment of employee entitlements.[7]

7. DIRECTORS' AND OFFICERS' LIABILITY

(1) If **you** are legally liable to pay for the consequences of a **wrongful act** of a **director** or **officer**:

(a) of **your** organisation; or

(b) while the **director** or **officer** held an outside directorship appointed by or representing **you**,

or

(2) if a **director** or **officer** is legally liable to pay for the consequences of a **wrongful act**:

(a) as a **director** or **officer** of **your** organisation; or

(b) while the **director** or **officer** held an outside directorship appointed by or representing **you**,

and

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[6] This cover extends to indemnities a **Fund Member** is able to give its **officers** in accordance with applicable Commonwealth legislation or regulation, including the *Public Governance, Performance and Accountability Act 2013*, the *Judiciary Act 1903*, the *Corporations Act 2001* (whichever is appropriate) including any Regulations, Orders, Legal Services Directions or Accountable Authority Instructions or policies made or issued under them.

[7] This exclusion does not apply to employee entitlements in respect of superannuation that arise from negligent misstatements.

(3) the **claim** for **loss** was made against **you**, the **director** or **officer**:

   (a) during **your period of cover**;

   (b) reported to **Comcover** during that **period of cover** or as soon as reasonably practicable; and

   (c) even if the **director** or **officer** had ceased being a **director** or **officer**, during or before that **period of cover**[8],

   then

(4) **we** will indemnify:

   (a) **you** for **your** own liability for **employment practices**;

   (b) **you** for **your** liability to the **director** or **officer** if he or she is indemnified by **you**;

   (c) the **director** or **officer** if he or she is not indemnified by **you**;

   (d) **you** for any **loss** and **defence costs** up to the maximum amount, provided that such indemnity is not prevented by any law of the Commonwealth, including but not limited to, the *Public Governance, Performance and Accountability Act 2013*, the *Judiciary Act 1903* or the *Corporations Act 2001* (including any regulations, orders, Legal Services Directions or Accountable Authority Instructions or policies made or issued under them), to the extent, if any, they apply to **you**, the **director** or **officer**; and

   (e) the spouse, de facto spouse or domestic partner of a **director** or **officer** for financial **loss** incurred due to a **wrongful act** of a **director** or **officer**, provided that:

      (i) the **claim** is made against the spouse, de facto spouse or domestic partner only because they are the spouse, de facto spouse or domestic partner of the **director** or **officer**; and

      (ii) the **loss** relates to property either jointly held by the **director** or **officer** and their spouse, de facto spouse or domestic partner or transferred by the **director** or **officer** to their spouse, de facto spouse or domestic partner for legitimate purposes.

(5) If **you** report to **us** facts that might give rise to a **claim** against **you** or a **director** or **officer** as soon as reasonably practicable after becoming aware of these facts **we** will indemnify **you**, the **director** or **officer** for any **claim** that arises from those facts on the terms and conditions of the Statement of Cover.

(6) Notwithstanding General Exclusion 18 in respect of pollutants, **we** will pay **defence costs** incurred by a **director** or **officer** in defending a **loss** in connection with the actual or alleged discharge, dispersal, release or escape of any pollutant.

(7) **Exclusions**

   (a) **We** will not pay for any **claim** made against a **director** or **officer** for **injury** or **illness** of any **person** or **loss** of, damage to or destruction of any physical property, including the

[8] This cover extends to liability against the estate, heirs or legal representations of any deceased, mentally incompetent or insolvent **officer**.

use of it provided, however, that **employment practices claims** are not excluded.[9]

(b) **We** will not pay for any **claim** made against a **director** or **officer** that arises from that **director** or **officer's**:

  (i) improper use of inside information or position to gain a personal advantage for themselves or someone else or to deliberately cause detriment to **you** or another **person**;

  (ii) wilful breach of their duty to **your** organisation;

  (iii) breach of professional duty;

  (iv) defamation;

  (v) medical malpractice;

  (vi) conduct other than in good faith; or

  (vii) **claim** against **you** or **your** other **directors** or **officers** unless the **claim** is as a result of **employment practices**.

(c) **We** will not pay for any **claim** made against a **director** or **officer** that arises from:

  (i) any **claim** made by **you** against a **director** or **officer** in **your** organisation;

  (ii) **loss** which is treated as a redundancy payment or is in any way connected with redundancy;

  (iii) any fees or expenses including **defence costs** incurred by **you** without the prior written consent of **Comcover**; or

  (iv) any **claim** for or in any way connected with the underpayment of employee entitlements.[10]

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[9] Please note that **we** will not pay for what are or should be workers' compensation claims under the *Safety, Rehabilitation and Compensation Act 1988*, the *Military Rehabilitation and Compensation Act 2004* and any other workers' compensation policies.

[10] This exclusion does not apply to employee entitlements in respect of superannuation that arise from negligent misstatement.

CHAPTER 4 – PROPERTY

8. 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[11], or

(b) the indemnity value should **you** choose not to rebuild or replace the **property**[12],

and

(c) for reasonable legal, architects, surveyors, and engineers and other fees, clerks of works' salaries for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred following loss, destruction or damage but excluding any fees and salaries for preparing any **claim**;

(d) for reasonable costs incurred in the removal, storage, disposal and decontamination of debris, detritus or wreckage;

(e) for the reasonable costs of demolition, dismantling, shoring up, propping, underpinning and other temporary repairs to the **property**; and

(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 most 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 this section.

(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 or stolen 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 **you** are responsible for any breakage of glass, the reasonable costs of replacing broken glass and any reasonable incidental costs, including sign writing and temporary protection.

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[11] 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.

[12] The indemnity value is the value of the **property** immediately prior to the loss.

(3) **Exclusions**

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 or arising from inherent vice of the property covered[13];

(b) caused by unexplained inventory shortages, shortages in supply or disappearances resulting from clerical or accounting errors caused by the delivery of items to or from **your** organisation;

(c) to registered **motor vehicles**[14];

(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[15];

(e) resulting from any misrepresentations made in connection with rights, benefits or liabilities under Commonwealth legislation; or

(f) to **property** undergoing construction, erection, alteration or addition where the value of the work underway exceeds $5,000,000, unless agreed to by **Comcover**, shown on **your Assets Schedule** and noted on **your Schedule of Cover**.

9. PROPERTY IN TRANSIT

(1) **We** will pay for losses to **property**:

(a) while the **property** is in transit between a place or places;

(b) while being loaded and unloaded; and

(c) while temporarily stored at any place between the initial point of dispatch and the destination,

up to the maximum amount declared in **your Schedule of Cover**.

(2) **Exclusions**

We will not pay for:

(a) ordinary leakage, ordinary loss in weight or volume or wear and tear of the property covered;

(b) expense caused by delay or non-performance;

(c) loss, destruction, damage or expense arising from the unseaworthiness of a vessel or craft, or the unfitness of a vessel, craft, conveyance, container or lift van for the safe carriage of the property covered where the **Fund Member** is aware of the

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[13] This exclusion is limited to that part of **your property** immediately affected by the **loss** or damage and not any subsequent damage.

[14] This exclusion does not apply to **your** registered mobile plant and equipment whilst on **your** premises.

[15] This exclusion in relation to action of the sea does not apply to a watercraft.

unseaworthiness or unfitness at the time the property is loaded onto it;

(d) loss, destruction, damage or expense 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, or arising from inherent vice of the property covered; or

(e) insufficient or unsuitability of packing or preparation of the property covered.

10. FRAUD

(1) **We** will pay for losses to **your property** wherever incurred through any act or acts of fraud or dishonesty committed by any of:

(a) **your officers**, employees or **directors**;

(b) **your voluntary workers**; or

(c) **your** members of boards, commissions, committees or advisory councils,

acting alone or in collusion with others, up to the amount shown in **your Schedule of Cover**. In the event of a **claim** under this section 10(1), the **Fund Member** must take all reasonable measures to recover financial losses caused by illegal activity through proceeds of crime and civil recovery processes or administrative remedies, which will be used toward compensating for the loss before any payment is made by **Comcover** in respect of the **claim**.

11. BUSINESS INTERRUPTION

(1) If **your** business or operations are interrupted:

(a) because of **property** being lost, destroyed or damaged and that loss, destruction or damage is covered by **Comcover**,

or

(b) because of damage to property**:**

(i) at or of any electricity station or substation, gas works, water works or other public supply undertaking,

(ii) at any premises from which **you** obtain supplies, or

(iii) at any premises to which **you** make supplies,

or

(c) because access to **property** is prevented, or hindered by direction from a competent authority[16],

and

(d) as a consequence of the interruption, **your** organisation:

(i) loses revenue; and/or

[16] The competent authority must be external to **your** entity.

(ii) incurs additional costs for the purpose of resuming or maintaining normal business operations,

and

(e) the interruption commenced during **your period of cover**,

then

(f) **we** will reimburse **you** up to the amount shown on **your Schedule of Cover** for:

- (i) the revenue lost during the **indemnity period** (excluding revenue derived from Australian Government sources); and/or
- (ii) additional costs for the purpose of resuming or maintaining normal business operations during the **indemnity period;**
- (iii) contractual fines or damages for breach of contract **you** have to pay because **you** cannot perform **your** contractual obligations;
- (iv) recreating any records, including the cost of recreating the content contained in them;
- (v) **book debts you** had when the interruption commenced which **you** are not able to collect;
- (vi) reasonable legal and professional fees incurred by **you** in preparing, making and settling **your claim**.

(2) **Exclusions**

We will not pay for:

(a) interruption that is a direct consequence of wear and tear, rust, latent defect, gradual deterioration, moths, vermin, dampness or dryness of atmosphere, extremes or changes of temperature (other than freezing), or faulty workmanship, faulty material, faulty construction or faulty design or arising from inherent vice of the property covered;

(b) unexplained inventory shortages, disappearances resulting from clerical or accounting errors, shortages in supply or for the delivery of items to or from **your** organisation;

(c) **claims** arising out of loss, destruction or damage to a registered **motor vehicle**;

(d) loss, destruction or damage caused by the action of the sea including any rise in sea level, tidal wave or high water unless such loss, destruction or damage is caused by or arises out of an earthquake or seismological disturbance;

(e) interruption that is a direct consequence of industrial action by **your** employees; or

(f) revenue derived from Australian Government Sources lost during the **indemnity period**.

CHAPTER 5 – MOTOR VEHICLE

12. MOTOR VEHICLE

(1) If as a result of an event or events occurring during **your period of cover,** a **motor vehicle** owned by **you** or leased by **you** is lost, destroyed or damaged, then **we** will pay the repair or replacement cost of the **motor vehicle** or parts of it, at **our** discretion as described in this section.

(2) **We** will pay:

(a) if the **motor vehicle** is a **total loss**:

(i) and is owned by **you**, an amount not exceeding the market value or the value agreed between **you** and **Comcover** of the **motor vehicle** before it was lost, destroyed or damaged (provided that if the **motor vehicle** was less than 24 months old, **we** will pay the cost to replace the **motor vehicle** with the same make, model and series or its equivalent); or

(ii) and is leased by **you**, an amount not exceeding the early termination payout in accordance with **your** lease agreement in the first instance, or an amount not exceeding the market value if the early termination payout is not appropriate.

(b) if the **motor vehicle** is not a **total loss**, the reasonable repair costs including the cost to repair or replace damaged windscreen or window glass and consequential scratching to the body work;

(c) the reasonable cost of protection and removal of the **motor vehicle** to the nearest repairer or any other place, approved by **Comcover**;

(d) the reasonable cost to perform necessary emergency or temporary repairs to enable **your motor vehicle** to be driven to the nearest practical place of safety

(e) if **your motor vehicle** was destroyed or damaged as a result of an accident, the cost of hiring a **substitute motor vehicle** is covered up to 42 days, capped at a maximum of $100 (inclusive of GST) per day; and

(f) if **your motor vehicle** was lost, destroyed or damaged as a result of theft, the cost of hiring a **substitute motor vehicle** is covered up to 42 days, capped at a maximum of $100 (inclusive of GST) per day.

(3) If **you** are legally liable to pay compensation for loss, destruction or damage to property belonging to persons other than **you** resulting from:

(a) the use of **your motor vehicle** or from goods falling from it; or

(b) the use of a **substitute motor vehicle** if an employee or person authorised by **you** was using the **motor vehicle**[17],

we will indemnify **you** for such compensation, **defence costs** and legal costs awarded against **you** up to the maximum amount specified in **your Schedule of Cover**.

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[17] For the purposes of this sub-section 12(3)(b) of the Statement of Cover, the term ‘substitute motor vehicle’ does not include motor vehicles that are rented under the whole-of-Australian Government Vehicle Rental Service arrangement

(4) **We** will also pay:

(a) reasonable costs, charges and expenses necessarily incurred to clean up and remove any debris arising from:

(i) goods falling from **your motor vehicle**;

(ii) the leaking, spillage, escape, or explosion of goods being carried by **your motor vehicle**;

(b) costs charged to y**ou** by a competent authority or emergency service following an event involving **your motor vehicle** that requires or results in the attendance of members of the competent authority or emergency service to the event;

(c) costs to re-key and/or recode **your motor vehicle** keys and/or locks, if the keys to **your motor vehicle** are lost or damaged or there are reasonable grounds to believe **your** keys may have been illegally duplicated;

(d) where the loss occurs more than 100 kilometres from where **your motor vehicle** is normally garaged the reasonable costs incurred to:

(i) hire another vehicle of similar make and model to complete the journey or to return **your** driver to where the journey first commenced; or

(ii) use alternative public transport to return **your** driver and passengers to where the journey first commenced; and

(iii) obtain overnight accommodation for **your** driver and passengers if the journey cannot be completed in the same day as the loss occurs, and

(e) the replacement cost, including removal costs, of sign writing or fixed advertising signs or materials that form a permanent part of **your** vehicle at the time of the loss, destruction or damage.

(5) If **your motor vehicle** is damaged beyond an amount **we** consider economical to repair and the pre-loss market value is less than the amount owing by **you**:

(a) under a valid hire purchase, leasing or other finance agreement, **we** will also pay such additional amount as necessary, not exceeding 25% of the market value, to settle the amount owing; or

(b) where a **motor vehicle** is leased by **you**, **we** will also pay such additional amount as necessary to settle the amount owing,

(c) but less any:

(i) payments and interest in arrears at the time of the loss; and

(ii) discount in respect of finance charges and/or interest for the unexpired term of the agreement.

(6) **Exclusions**

We will not pay:

(a) for **your** inability to use the **motor vehicle**;

(b) for damage resulting from the normal wear and tear, rust or corrosion to **your motor vehicle**;

(c) for any damage if at the time of the event **your motor vehicle** was in an unsafe or un-roadworthy condition;

(d) for any damage resulting from a structural failure or an electrical, electronic or mechanical breakdown;

(e) for damage to tyres from using brakes, or from road punctures, cuts or bursts;

(f) for any losses where **your motor vehicle** or **substitute motor vehicle** was being used for hire or reward; or

(g) if the **motor vehicle** is being used with **your** permission in contravention of any laws.[18]

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[18] This includes, but is not limited to, being driven by an unlicensed driver, a suspended-licence driver or a person under the influence of drugs or alcohol.

CHAPTER 6 – PERSONAL ACCIDENT AND TRAVEL

13. PERSONAL ACCIDENT

(1) In the event of:

(a) **injury** or death to:

(i) a member of **your** board, commission, committee or advisory council; or

(ii) a **voluntary worker**

and

(b) this occurs during their official duties on **your** behalf, including travel to and from official duties and approved travel within their home country, or their country of assignment,

then

(c) **we** will pay **you,** or the person directly (or their estate) if the person is not indemnified by **you**, the amount of compensation equivalent to the benefits that would have been payable under the *Safety, Rehabilitation and Compensation Act 1988* or, if applicable, the *Military Rehabilitation and Compensation Act 2004* had the person been entitled to benefits under either of those schemes, or, if there is no equivalent, **Comcover** will, at its discretion, determine the appropriate amount up to a maximum period of 104 weeks and up to the limit specified on **your Schedule of Cover**, provided that:

(i) there is a clear legal link between **your** powers and functions and the activity of the person at the time of **injury** or death;

(ii) indemnity is not prohibited by any law of the Commonwealth, applicable to **you**;

(iii) the person is not eligible to be indemnified by Comcare under the *Safety, Rehabilitation and Compensation Act 1988,* the *Military Rehabilitation and Compensation Act 2004* or any other workers' compensation or like legislation; and

(iv) the event giving rise to the **claim** happened during **your period of cover**.

(2) **Exclusion**

We will not pay for:

(a) expenses resulting from **injury** or death from:

(i) any deliberately self-inflicted injury, suicide or attempted suicide; or

(ii) engaging in, or taking part in, or training for professional sports of any kind.

(b) expenses for which a Medicare benefit is payable or which **we** are prohibited by any law from paying.

14. TRAVEL OUTSIDE OF COUNTRY – BAGGAGE, PERSONAL EFFECTS AND OTHER NON-MEDICAL

(1) In the event of:

(a) the baggage and **personal effects** belonging to or the responsibility of a **traveller** are lost, destroyed or damaged,

then

(b) **we** will pay **you** or the **traveller** the cost of repair or replacement of the items, up to the limit specified on **your Schedule of Cover**.

(2) If:

(a) money belonging to the **traveller** or for which the **traveller** is responsible is stolen or lost, then **we** will pay for the lost or stolen money;

(b) **you** or the **traveller** rent a vehicle which is damaged, stolen or involved in an accident, then **we** will pay the rental vehicle insurance excess;

(c) the **traveller's** baggage is delayed for more than 8 hours following the arrival of the **traveller** at that destination, then **we** will pay the reasonable cost of necessities;

(d) the trip is interrupted by unforeseen circumstances and the **traveller** is unable to arrive at the destination by the time scheduled for the purpose of attending the event for which the trip was arranged, and the event cannot be delayed, then **we** will pay for the reasonable additional cost of using alternative transport;

(e) the trip is interrupted by unforeseen circumstances, then **we** will pay for the reasonable expenses incurred.

(3) If the **traveller** is in a country which experiences a major incident or natural disaster and the **traveller** is at risk of **injury** or **illness**, Comcover will commence arrangements for the evacuation of the **traveller** provided that:

(i) The evacuation will be initiated after reasonable local measures to protect the health and safety of the **traveller** have been exhausted; or

(ii) when **Comcover** decides that the **traveller**, who is not in need of medical attention, is at high risk due to adverse local conditions;

(b) if **Comcover** considers that the situation will continue for less than 30 days duration, evacuation will be made to the nearest location outside the impacted area; or

(c) if **Comcover** considers, that the situation will continue for more than 30 days duration, evacuation will be made to the **traveller's** home country or country of assignment.

(4) **Exclusions**

We will not pay for:

(a) any loss or **claim** unless the travel has been approved in accordance with the relevant legislation and **your** internal policies, instructions and guidelines;

(b) any incidental travel expenses that are already paid for under **your** internal policies, instructions or guidelines[19];

(c) any loss or **claim** where payment is prohibited by any law applicable to **you** or to the **traveller**; or

(d) any loss or **claim** if the **traveller** is eligible to be indemnified by Comcare under the *Safety, Rehabilitation and Compensation Act 1988*, the *Military Rehabilitation and Compensation Act 2004* or any other workers' compensation or other legislation.

15. TRAVEL OUTSIDE OF COUNTRY - MEDICAL EXPENSES AND MEDICAL EMERGENCIES

(1) In the event of:

(a) **injury**, **illness** or death of a **traveller**,

then

(b) **we** will pay **you,** or the **traveller** directly (or their estate) if they are not indemnified by **you**, the amount of compensation equivalent to the benefits that would have been payable under the *Safety, Rehabilitation and Compensation Act 1988* or, if applicable, the *Military Rehabilitation and Compensation Act 2004* had the **traveller** been entitled to benefits under either of those schemes, or, if there is no equivalent, **Comcover** will, at its discretion, determine the appropriate amount up to a maximum period of 104 weeks and up to the limit specified on **your Schedule of Cover**, provided that there is a clear legal link between **your** powers and functions and the activity of the **traveller** and the event giving rise to the **claim** happened during **your period of cover**.

(2) **We** will also pay **you**:

(a) **medical expenses** up to the maximum in **your Schedule of Cover**;

(b) the costs of medical emergencies, up to the maximum in **your Schedule of Cover**, covering:

(i) emergency evacuation and/or repatriation under medical supervision;

(ii) 24 hour worldwide medical information and assistance service;

(iii) sending essential medication or equipment not locally available;

(iv) sending a registered health professional where appropriate;

(v) repatriation of mortal remains and any related costs; and

(vi) medical monitoring.

(c) reasonable expenses incurred in sending a replacement **traveller** to complete the injured, ill or deceased **traveller's** duties or in returning the **traveller** to complete their duties;

(d) reasonable expenses incurred with **Comcover's** prior agreement for one person to travel to, remain with or accompany the **traveller** as a result of the **traveller** suffering an **injury** or **illness**;

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[19] Examples of incidental travel expenses that may be paid by a **Fund Member** under its overseas travel policies includes meals, laundry services, ride-share services, and taxi services.

(e) reasonable expenses incurred with **Comcover's** prior agreement and upon medical advice if the **traveller** needs accommodation to recover from the **illness** or **injury**;

(f) reasonable expenses incurred with **Comcover's** prior agreement if the **traveller's** trip is interrupted as a result of the **traveller** suffering an **injury** or **illness**; and

(g) non-refundable travel, accommodation and any other expenses (paid in advance and not recoverable from any other source) which **you** or the **traveller** lose the benefit of, solely because of any unforeseen circumstances outside the control of the **traveller**.

(3) **Exclusions**

We will not pay for:

(a) expenses resulting from **injury**, **illness** or death from:

(i) any deliberately self-inflicted injury, suicide or attempted suicide; or

(ii) engaging in, or taking part in, or training for professional sports of any kind; or

(iii) undertaking any dangerous activities and sports. This includes, but is not limited to, scuba diving, free diving, mountain climbing, bungee jumping, skydiving, base jumping, paragliding, hang gliding, motor vehicle racing, motorcycle riding without a license and without protective equipment (including a helmet), canyoning (or canyoneering), skiing, snowboarding, use of a go-kart, use of an e-bike without protective equipment (including a helmet), use of an e-scooter without protective equipment (including a helmet), and use of a pushbike on unsealed surfaces without protective equipment (including a helmet); or

(iv) expenses resulting from any elective and/or cosmetic procedure, treatment or surgery unless essential to recovery.

(b) any **claim** where the **traveller** would be reasonably considered unfit for travel or is travelling against the advice of a medical practitioner[20];

(c) any loss, **claim** or expenses for which a Medicare benefit is payable or which **we** are prohibited by law from paying;

(d) the benefits in section 15(1)(b) if the **traveller** is an accompanying person;

(e) any loss or **claim** unless the travel has been approved in accordance with the relevant legislation and **your** internal policies, instructions and guidelines;

(f) any incidental travel expenses that are already paid for under **your** internal policies, instructions or guidelines[21];

(g) any loss or **claim** if the **traveller** is eligible to receive benefits under the *Safety, Rehabilitation and Compensation Act 1988*, the *Military Rehabilitation and Compensation Act 2004* or any other workers' compensation or other legislation; and

(h) expenses from any routine medical, optical or dental treatment or consultation.

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[20] This exclusion does not apply to item 2(b)(v).

[21] Examples of incidental travel expenses that may be paid by a **Fund Member** under its overseas travel policies includes meals, laundry services, ride-share services, and taxi services.

16. EXPATRIATE

(1) **We** will pay all reasonable and necessary **medical expenses** incurred outside Australia by an **expatriate** during their period of deployment.[22]

(2) **We** will pay all reasonable and necessary expenses incurred for:

(a) an emergency evacuation or reasonable travel costs as a consequence of a medical condition, provided such evacuation or travel cost is authorised by **Comcover**;

(b) one person to accompany an evacuated **expatriate** where:

(i) the **expatriate** is aged 18 years or younger; or

(ii) it is considered necessary by **Comcover**;

(c) funeral or cremation expenses in the country in which the death of an **expatriate** occurs or the repatriation of their mortal remains to their home country and any related costs.

(3) **We** will also pay all reasonable and necessary expenses incurred for the evacuation of an **expatriate** as a consequence of a major incident or natural disaster occurring in the country where the **expatriate** is posted, and the **expatriate** is at risk of **injury** or **illness**. **Comcover** will commence arrangements for the evacuation of the **expatriate**, provided that:

(a) the evacuation will be initiated after reasonable local measures to protect the health and safety of the **expatriate** have been exhausted or when **Comcover** decides that the **expatriate**, who is not in need of medical attention, is at high risk due to adverse local conditions;

(b) if **Comcover** considers, that the situation will continue for less than 30 days duration, evacuation will be made to the nearest location outside the impacted area; or

(c) if **Comcover** considers, that the situation will continue for more than 30 days duration, evacuation will be made to the **expatriate**'s home country.

(4) **Exclusions**

We will not pay for:

(a) expenses resulting from any deliberately self-inflicted injury, suicide or attempted suicide;

(b) expenses resulting from engaging in, or taking part in, or training for any professional sports of any kind;

(c) expenses resulting from undertaking any dangerous activities and sports. This includes, but is not limited to, scuba diving, free diving, mountain climbing, bungee jumping, skydiving, base jumping, paragliding, hang gliding, motor vehicle racing, motorcycle riding without a license and without protective equipment (including a helmet), canyoning (or canyoneering), skiing, snowboarding, use of a go-kart, use of an e-bike without protective equipment (including a helmet), use of an e-scooter without protective equipment (including a helmet), and use of a pushbike on unsealed surfaces

[22] Comcover may request the **expatriate** return to Australia for treatment if deemed medically reasonable. Comcover will not pay for any expenses under this section 16(1) that are already paid under **your** internal policies, instructions or guidelines.

without protective equipment (including a helmet);

(d) expenses resulting from any elective and/or cosmetic procedure, treatment or surgery unless essential to recovery;

(e) expenses for which **we** are prohibited by any law from paying;

(f) any incidental expenses that are already paid for under **your** internal policies, instructions and guidelines;[23]

(g) any loss or **claim** by any **expatriate** who has not undergone pre-deployment medical and dental examinations;

(h) any loss or **claim** by any **expatriate** who has not been declared medically and dentally fit to be deployed to their country of posting;

(i) expenses resulting from any pre-existing condition.[24] Pre-existing condition includes pregnancy or childbirth and/or any related complications, but does not include prescription spectacles and contact lenses; or

(j) any loss or **claim** by any **expatriate** who is on annual leave outside their country of posting.

17. PERSONAL EFFECTS AND TRAVEL INSIDE COUNTRY

(1) If:

(a) the baggage and **personal effects** belonging to or are the responsibility of an employee, or a member of a board, commission, committee or advisory council, or a **voluntary worker** are lost, destroyed or damaged,

and

(b) this occurs:

(i) in the approved workplace of an employee, or a member of the board, commission, committee or advisory council, or a **voluntary worker**; or

(ii) while on travel approved by **you** within their home country, or their country of assignment,

during **your period of cover**

then we will pay **you**

(c) full replacement costs, up to the limit specified in **your Schedule of Cover**, provided that the employee, or a member of a board, commission, committee or advisory council, or a **voluntary worker**, has been indemnified by **you** for such loss, destruction or damage.

(2) If while on approved travel:

[23] Examples of incidental travel expenses that may be paid by a **Fund Member** under its overseas travel policies includes meals, laundry services, ride-share services, and taxi services.

[24] This exclusion does not apply when **you** have elected to receive supplementary pre-existing condition **expatriate** cover and is noted on **your Schedule of Cover**.

(a) the trip is interrupted by any unforeseen circumstances and the person is otherwise unable to arrive at the destination by the time scheduled for the event, attendance at which is the purpose of the trip, and the event cannot be delayed, **we** will pay the reasonable additional cost of using alternative transport;

(b) the trip is interrupted by unforeseen circumstances, **we** will pay the reasonable and necessary expenses for any non-refundable reasonable and necessary travel, accommodation and any other expenses (paid in advance and not recoverable from any other source) which **you** lose the benefit of;

(c) money belonging to the employee, member of the board, commission or advisory council, or a **voluntary worker,** or for which he or she is responsible is stolen or lost, then **we** will pay for the lost or stolen money.

(3) **Exclusion**

We will not pay for:

(a) any incidental travel expenses that are already paid for under your internal policies, instructions or guidelines.[25]

[25] Examples of incidental travel expenses that may be paid by a Fund Member under its travel policies includes meals, laundry services, ride-share services, and taxi services.

CHAPTER 7 – GENERAL EXCLUSIONS

18. GENERAL EXCLUSIONS – WHAT WE DO NOT COVER

(1) EXCLUDED EVENTS

We will not pay for:

(a) loss, destruction, damage or liability arising from:

(i) the deliberate disregard by **you** of the need to take all reasonable steps to prevent losses;

(ii) any direct or indirect exposure to ionising radiation or contamination by radioactivity from any nuclear fuel, waste or weapon;

(iii) any exposure to asbestos resulting from the mining, handling, processing, manufacture, sale, distribution, storage, presence, use or removal of asbestos products and/or products containing asbestos (unless, in the case of removal, this is necessary following an incident which **we** cover); or

(b) any **claim** resulting from

(i) war, invasion, act of a foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power[26];

(ii) confiscation, nationalisation, requisition, or damage to **property** ordered by a competent authority except where such action was in the process of the defence of human life and or third party property[27]; or

(iii) the discharge, dispersal, release or escape of pollutants or for the costs of removing, nullifying or cleaning up pollutants or for the cost of preventing the escape of pollutants unless it is a sudden, identifiable, unintended, unexpected and accidental happening which takes place in its entirety at a specific time and place.

(2) OTHER LIABILITIES AND COSTS

We will not pay for:

(a) any liability arising from the ownership, maintenance, operation (which includes **your** means of access) or use by **you** of watercraft greater than 15 metres in length overall and all aircraft, rockets and satellites, that are in **your** possession, care, custody or control, unless specified in **your Schedule of Cover**;

(b) loss, destruction or damage to watercraft greater than 15 metres in length overall and all aircraft, rockets and satellites, that are in **your** possession, care, custody or control,

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[26] This exclusion does not apply to the Property in Transit cover in Section 9; Personal Accident cover in Section 13; Travel Outside Country cover in Sections 14 and 15; or Expatriate cover in Section 16.

[27] This exclusion does not apply to the Property in Transit cover in Section 9.

unless specified in **your Assets Schedule**[28];

(c) any liability or costs connected with any **claim** or request for:

(i) review of **your** decision-making under the grounds set out in the *Administrative Decisions (Judicial Review) Act 1977* or the *Judiciary Act 1903*;

(ii) review of **your** actions under the *Government Procurement (Judicial Review) Act 2018*;

(iii) other judicial review of **your** decision-making; or

(iv) administrative or merits review of **your** decision-making.[29]

(d) any **claim**, if **you** have admitted liability without **Comcover**'s prior written approval or if **you** have otherwise compromised **your** legal position to the extent **you** have prejudiced **Comcover**'s position;

(e) any fines, penalties, or multiple, punitive, exemplary or aggravated damages;

(f) liquidated damages clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties;

(g) **your** costs incurred in appearing before any inquiry without the prior agreement of **Comcover**;

(h) any liability of **your** employees or **officers** arising from their deliberate disregard of the need to take all reasonable steps to prevent losses;

(i) any liability arising solely from a decision by **you** to terminate any contract or agreement[30];

(j) the payment of entitlements to a third party which the **Fund Member** would have had to pay but for negligent advice by the **Fund Member** regarding such entitlements; or

(k) anything that occurs as a result of actions that are inconsistent with Commonwealth laws, the relevant Accountable Authority Instructions or their equivalent applicable to **your** organisation, or other applicable management policies.[31]

(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:

[28] Exclusions 18(2)(a) and 18(2)(b) do not apply to liability **you** have as a charterer which is covered in Section 6. Exclusions 18(2)(a) and 18(2)(b) do not apply to watercraft and aircraft **you** lawfully seize in the exercise of **your** duties provided **you** notify **us** of their details as soon as possible after **you** have seized them.

[29] Decision-making includes **your** conduct and any action taken by **you**.

[30] This exclusion does not apply to the cover given under Section 7(4)(a).

[31] This exclusion does not apply to the cover given under Section 10.

(i) the likelihood of the event giving rise to the liability occurring as being 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 being less than $5,000,000.

(4) CLAIMS COVERED BY OTHER LEGISLATION

We will not pay for:

(a) any workers' compensation **claims** payable under the *Safety, Rehabilitation and Compensation Act 1988*, the *Military, Rehabilitation and Compensation Act 2004* or any other workers' compensation legislation in any jurisdiction or associated common law **claims**; or

(b) any personal injury or death **claims** covered by any policy available under applicable transport accident compensation legislation.

(5) CLAIMS FROM INCIDENTS PRIOR TO COMMENCEMENT DATE

We will not pay for any **claim** based directly or indirectly on incidents which:

(a) **you** have, or should have, given written notice of under any contract of insurance held before **your** commencement date with **Comcover**; or

(b) **you** knew about before **your** commencement date with **Comcover** and which **you** knew, or ought to reasonably to have known, could give rise to a **claim** under a previous insurance arrangement and **you** did not inform the previous insurers.

(6) CORRUPTION OF COMPUTER DATA

We will not pay for any loss caused directly or indirectly by erasure or corruption of information on computer systems or other records arising from **your** incorrect programming, punching, labeling, insertion or cancellation.