

SURA ENGINEERING



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IMPORTANT INFORMATION

ABOUT SURA ENGINEERING

SURA Engineering Pty Ltd ABN 40 147 579 100 (SURA Engineering) has developed this Equipment Breakdown Insurance Policy which is underwritten by the insurer referred to below.

SURA Engineering has an authority from the insurer to arrange, enter into/bind and administer this insurance (including handling and settling claims) for the insurer.

In providing any financial services SURA Engineering acts as an Authorised Representative of SURA Pty Ltd ABN 36 115 672 350 AFSL 294313 Our contact details are: Level 14 /141 Walker Street North Sydney NSW 2060 PO Box 1813 North Sydney NSW 2059 Phone (02) 9930 9500 Fax (02) 9954 1585.

ABOUT THE INSURER

This insurance is underwritten by Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 trading as CGU Insurance (CGU) an authorised Australian insurer, regulated by the Australian Prudential Regulation Authority ('APRA').

CGU has been providing insurance to Australians for over 160 years and is part of the Insurance Australia Group (IAG).

CGU have strong financial security characteristics. However, please note that ratings can vary from time to time. You can check CGU's current ratings at the following website Standard & Poors: www.standardandpoors.com

CGU contact details are:

Level 13, Tower Two
Darling Park
201 Sussex Street
Sydney NSW 2000
T : (02) 8224 4000

You should contact SURA Engineering in the first instance in relation to this insurance.

GENERAL INSURANCE CODE OF PRACTICE

We proudly support the General Insurance Code of Practice (the 'Code'). The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

For further information on the Code, please visit www.codeofpractice.com.au or alternatively you can request a brochure on the Code from SURA Engineering.

YOUR DUTY OF DISCLOSURE

This Policy is subject to the Insurance Contracts Act 1984 (Act). Under that Act You have a Duty of Disclosure.

Before You take out insurance with Us, You have a duty to tell Us everything that You know, or could reasonably be expected to know, that may affect Our decision to insure You and on what terms. If You are not sure whether something is relevant You should inform Us anyway.

You have the same duty to inform Us of those matters before You renew, extend, vary, or reinstate Your contract of insurance. The duty applies until the Policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between when the answers are provided to Us or disclosures are made and the Relevant Time, You need to tell Us.

Your duty however does not require disclosure of matters that:

- reduce the risk;
- are common knowledge;
- We know or, in the ordinary course of Our business, ought to know, or
- We have indicated We do not want to know.

If You do not comply with Your duty of disclosure, We may be entitled to:

- reduce Our liability for any claim;
- cancel the contract;
- refuse to pay the claim, or
- avoid the contract from its beginning, if Your nondisclosure was fraudulent.

IMPORTANT INFORMATION

ASSUMED LIABILITY AND WAIVED RIGHTS

If You have entered into an agreement with another party:

- where You are assuming a greater liability than would apply had You not entered into that agreement; or
- which prevents You from taking a recovery action for indemnity or contribution from that party

it may adversely affect Your rights to cover under this Policy.

GST

The amount payable by You for this Policy includes an amount for GST.

The Limit of Liability and all other limits applicable to this Policy are GST inclusive.

When We pay a Claim, Your GST status will determine the amount We pay.

If You are:

- Not registered for GST, the amount We pay is the Limit Of Liability or the other limits applicable to this Policy being inclusive of GST.
- Registered for GST, We will pay the Limit of Liability or the other limits applicable to this policy less any Input Tax Credit (ITC) to which You are entitled or would be entitled if You made a relevant Acquisition. This ITC may be claimable within Your Business Activity Statement (BAS).

You must advise Us of Your correct Australian Business Number and Taxable Percentage. Any GST liability arising from Your incorrect advice is payable by You.

Where the settlement of a Claim is less than the Limit of Liability or the other limits applicable to this Policy We will only pay the GST (less Your ITC credit) applicable to the settlement. This means that if these amounts are not sufficient to cover the Claim, We will only pay the GST relating to Our settlement of the Claim. We will pay the Claim by reference to the GST exclusive amount of any supply made by any business of Yours which is relevant to the Claim.

GST, ITC, BAS and Acquisition all have the same meaning as given to those words or expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Taxable Percentage is Your entitlement to an Input Tax Credit on Your premium as a percentage of the total GST on that premium.

DISPUTE RESOLUTION PROCESS

We view seriously any complaint made about Our products or services and will deal with it promptly and fairly.

If You have a complaint please first try to resolve it by contacting the relevant member of Our staff.

If the matter is still not resolved, please then contact Our Internal Disputes Resolution Officer on (02) 9930 9500, or by email at IDR@SURA.com.au or by writing to Us at the address for SURA given above. They will seek to resolve the matter in accordance with the General Insurance Code of Practice and Our Dispute Resolution procedures.

You can contact Us if You want more information on Our procedures.

If You are a natural person or a small business, and You are not satisfied with the final decision, You may wish to contact the Australian Financial Complaints Authority (AFCA). The AFCA is a free independent external disputes resolution service provided to customers to review and resolve complaints where We have been unable to satisfy Your concerns.

For further details You can visit their website at www.afca.org.au or contact them:

Australian Financial Complaints Authority

PO Box 3
Melbourne, VIC, 3001
Telephone: 1800 931 678
Email: info@afca.org.au

PRIVACY STATEMENT

In this Privacy Statement the use of “We”, “Our” or “Us” means SURA Engineering and CGU unless specified otherwise.

In this Privacy Statement the use of “personal information” includes sensitive information.

SURA Engineering and CGU are committed to protecting the privacy of the personal information You provide to Us.

IMPORTANT INFORMATION

The Privacy Act 1988 contains the Australian Privacy Principles which require Us to tell You that We collect, handle, store and disclose Your personal and sensitive information for the specific purpose of:

- deciding whether to issue a policy,
- determining the terms and conditions of your Policy,
- compiling data to help develop and identify other products and services that may interest clients, and
- handling Claims.

Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- a) whether the information or opinion is true or not;
- b) whether the information or opinion is recorded in a material form or not.

Sensitive information includes, amongst other things, information about an individual's racial or ethnic origin, political opinions, membership of a political organisation, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information about an individual, genetic information, biometric information or templates.

You have given Us Your consent to collect, use and disclose Your personal information in order to provide You with the relevant services and/or products.

When You give Us personal information about other individuals, We rely on You to have made or make the individual aware that You will or may provide their personal information to Us and the types of other parties and service providers We may provide it to, the relevant purposes We and the other parties and service providers will use it for, and how they can access it. If You have not done or will not do either of these things, You must tell Us before You provide the relevant personal information to Us.

We will protect Your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorised access, disclosure and alteration. Some of the safeguards that We use are firewalls and data encryption, physical access controls to Our data centres, and information access authorisation controls.

We disclose personal information to other parties and service providers whom We believe are necessary to assist Us and them in providing the relevant services and/or products. For example, in handling claims, We may have to disclose Your

personal information to other parties and service providers such as Our claim management partner, other insurers, reinsurers, loss adjusters, external claims data collectors, investigators and agents, facilitators, assessors or other parties as required by law. We will limit the use and disclosure of any personal information provided by Us to them to the specific purpose for which We supplied it.

We may disclose Your personal information to Our insurers, reinsurers, related entities and service providers overseas where it is reasonably necessary for, or directly related to, the functions, services or activities we provide to you. When we transfer Your information to other countries, including countries which may not have data protection laws that provide the same level of protection that exists in Australia, We will protect the information as described in this Privacy Policy.

If You do not provide the personal information requested and/or do not provide Us with Your consent to the use and disclosure of Your personal information as set out in this Privacy Statement, Your insurance application may not be accepted, or We may not be able to administer Your Policy, or You may be in breach of Your duty of disclosure, the consequences of which are set out under the heading Duty of Disclosure in this document.

We will notify you as soon as possible if Your personal information is involved in a data breach that is likely to result in serious harm to You.

If You would like a copy of Our Privacy Policies, would like to seek access to or correct Your personal information, opt out of receiving materials We send, complain about a breach of Your privacy or You have any query on how Your personal information is collected, stored or used, or any other query relating to Our handling of Your personal information, please contact Us.

COST OF THIS INSURANCE

The cost of Your Policy will be shown on the quotation provided, once all required information has been received. The cost of Your Policy is calculated based on a number of considerations including sum(s) insured, the business activities, the insurance history and the size of the business. These factors, and the degree to which they affect Your premium, will depend on the information You provide to Us.

The cost of Your Policy is made up of premium, government taxes such as goods and services tax (GST) and stamp duty, where applicable.

IMPORTANT INFORMATION

PAYING YOUR PREMIUM

You must pay Your premium by the due date. If We do not receive Your premium by this date or Your payment is dishonoured this Policy will not operate and there will be no cover.

TERMS OF POLICY

In consideration of the payment to Us of the amounts payable for this insurance, We will indemnify You in accordance with this Policy.

SECTION ONE COVERAGE AGREEMENT

1. BASIC COVERAGE

If there is a Breakdown of Insured Equipment at a Location specified in the Policy Schedule, We will:

- a) pay for loss
 - i) to the Insured Equipment; and
 - ii) to other Insured Property;
 directly damaged by the Breakdown;
- b) pay for loss of perishable Insured Property that spoils solely as a result of the Breakdown. (Applies only if a limit is shown in the Policy Schedule.);
- c) pay for the Business Interruption which results solely from the Breakdown. (Applies only if a limit is shown in the Policy Schedule).

2. POLICY PERIOD

For coverage to apply under this Policy, the Breakdown must occur within the Policy Period shown in the Policy Schedule. Coverage begins and ends at 4:00 p.m. on the dates shown on the Policy Schedule at the Location where the Breakdown occurs.

3. OTHER COVERAGE AND LIMITS

3.1 Expediting Expenses

If there is a Breakdown of Insured Equipment, We will pay the reasonable extra cost to:

- i) make temporary repairs;
- ii) expedite permanent repairs; or
- iii) expedite permanent replacement;

of the Insured Equipment or other Insured Property which is directly damaged by the Breakdown.

3.2 Service Interruption

(Applies only if a limit is shown in the Policy Schedule for loss of perishable property or Business Interruption)

If solely as a result of a Breakdown of equipment located on or within one thousand (1,000) metres of Your Location and which is not owned or operated by You, We will pay for:

- i) loss of perishable Insured Property which spoils; and
- ii) Business Interruption

but only if the equipment is also:

- i) of a type described in the definition of Insured Equipment;
- ii) owned by the building owner at Your Location or utility company; and
- iii) used to supply telecommunication, electricity, air conditioning, heating, gas or water services to Your Location.

3.3 By-laws

If prior to the time of a Breakdown of Insured Equipment there is in force a law, by-law, ordinance, regulation, rule or ruling regulating or restricting repair, alteration, use, operation, construction or installation of Insured Property,

We will pay:

- i) the increase in cost of repair or replacement of both damaged and undamaged property (including any demolition and site clearing costs) which is necessary to meet the minimum requirements of the law, by-law, ordinance, regulation, rule or ruling;
- ii) the increase in Business Interruption because of the law, by-law, ordinance, regulation, rule or ruling.

However, in no event will We pay more than the limit for by-laws shown in the Policy Schedule.

3.4 Hazardous Substances

If a Hazardous Substance is involved in or released by a Breakdown of Insured Equipment, We will pay:

- i) the increase in cost to repair, replace, clean up or dispose of, affected Insured Property; and
- ii) the increase in Business Interruption loss because of the presence of Hazardous Substances;

however, in no event will We pay more than the limit for Hazardous Substances shown in the Policy Schedule.

As used in this coverage, increase in cost or in loss is that cost or loss beyond that for which We would have been liable had no Hazardous Substance been present.

3.5 Professional Fees

If there is a Breakdown of Insured Equipment, We will pay for the reasonable and necessary fees authorised by Us and payable to auditors, accountants, lawyers, architects, engineers or other professionals, excepting Your own employees, for producing and certifying the information required by Us in order to arrive at the amount of loss payable under the Policy.

SECTION ONE COVERAGE AGREEMENT

3.6 Denial of Access

If there is a Breakdown of equipment of a type described as Insured Equipment either at Your Location or at a neighbouring Location and as a result a civil authority bars You from access to Your Location, We will pay any resulting Business Interruption for up to two (2) consecutive weeks, provided that a limit is shown for Business Interruption in the Policy Schedule.

3.7 Automatic Coverage

We will automatically cover You for loss from a Breakdown at a newly acquired Location in Australia for up to ninety (90) days after acquisition provided:

- i) You inform Us in writing of the acquisition;
- ii) the equipment is of a type covered in the definition of Insured Equipment;
- iii) You pay an additional premium for the acquisition; and

Any loss will be subject to the highest Excess amount stated in the Policy.

3.8 Data Coverage

(Applies only if a limit is shown in the Policy Schedule.)

If, as a result of a Breakdown of Insured Equipment, Data is lost or damaged, We will pay:

- i) the cost of gathering or reproducing the Data; and
- ii) the Business Interruption resulting from the loss or damage to the Data, provided that a limit is shown for Business Interruption in the Policy Schedule;

however, in no event will We pay more than the limit for Data Coverage shown in the Policy Schedule.

We will not pay for Data which is lost or damaged as a result of programming errors of any kind including the inability of software to correctly read, recognise, save, process or interpret any date or time.

4. BASIS OF SETTLEMENT / LIMIT OF LIABILITY

4.1 Property Damage

Under Coverage Agreement 1. a) We will pay for damage to Insured Property as follows:

- i) on Media, the cost of blank material;
- ii) on exposed film, records, manuscripts and drawings, the cost of blank material plus the cost of transcription;

- iii) on all other Insured Property (and at Our option), the lesser of the cost at the time of the Breakdown
 1. to repair; or
 2. to replace with similar property of like kind, capacity, size, quality and function.

We will not pay for:

- i) cost of repairing any part or parts of a piece of equipment which is greater than the cost of repairing or replacing the entire piece of equipment;
- ii) more than the cost for You to replace the property with other property of like kind, capacity, size, quality and function;
- iii) more than the cost for You to replace the property at the same or adjacent site; nor
- iv) loss or damage to property which is useless or obsolete to You.

If You do not repair or replace the damaged property within 24 months after the date of the Breakdown then We will only pay for the Actual Cash Value of the damaged property.

4.2 Perishable Insured Property

Under Coverage Agreement 1. b) We will pay the amount You spend to replace perishable Insured Property that spoils solely as a result of the Breakdown of Insured Equipment. If the Insured Property is not replaced, We will only pay for the Actual Cash Value of the property.

4.3 Business Interruption

Under Coverage Agreement 1. c) We will pay until the earlier of:

- i) the date the revenue and operations of the business return to normal, or
- ii) twelve (12) months from the date of the Breakdown.

5. EXCESS

5.1

- a) From the total amount of loss, damage and expense for which We are liable following any One Breakdown of Insured Equipment, We will subtract the Excess amount shown in the Policy Schedule.
- b) From the total amount of perishable Insured Property lost for which We are liable, We will subtract the Excess percentage of the loss or the monetary amount shown in the Policy Schedule.

SECTION TWO EXCLUSIONS

EXCLUSIONS

We will not pay for:

1. loss caused by or resulting from:
 - a) A Breakdown caused directly or indirectly by nuclear reaction, nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or
 - b) nuclear reaction, nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, caused directly or indirectly by, contributed to or aggravated by a Breakdown, nor shall We be liable for any loss covered in whole or in part by any contract of insurance, carried by You, which also covers any hazard or peril of nuclear reaction or nuclear radiation.
2. loss from a Breakdown caused by or resulting from:
 - a) war, bombardment, invasion, insurrection, rebellion, revolution, military or usurped power, enemy attack including any action or measure taken in resisting, combating or delaying the enemy,
 - b) operations of armed forces while engaged in hostilities, whether war be declared or not, or
 - c) riot, civil commotion or sabotage;

but loss under the Policy from a Breakdown of Insured Equipment caused by vandalism or malicious acts of others is covered unless associated with the foregoing.
3.
 - a) any increase in loss necessitated by any ordinance, law, regulation, rule or ruling regulating or restricting repair, replacement, alteration, use, operation, construction or installation,
 - b) any increase in loss as a result of damage, contamination or pollution by a substance declared to be a contaminant, pollutant or Hazardous Substance by an authorised governmental agency,
 - c) any increase in loss or additional expenses incurred for cleanup, repair, replacement or disposal of damaged, contaminated or polluted property. As used herein "additional expenses" shall mean expenses incurred beyond those for which We would have been liable had no contaminant, pollutant or Hazardous Substance been involved in the Breakdown,

except as specifically provided in Coverage Agreement 3.3 and 3.4.
4. loss from a Breakdown caused by or resulting from:
 - a) earth movement, including but not limited to earthquake, landslide, mud flow, subsidence, volcanic eruption, tidal wave or tsunami;
 - b) wind, including but not limited to cyclone, tornado or hurricane;
 - c) lightning, storm, tempest, rainwater, wind, hail, water from or action of the sea, tsunami, tidal wave, high water or flood;
 - d) falling objects;
 - e) fire, smoke or combustion explosion;
 - f) water or other means used to extinguish a fire; or
 - g) collapse of any building or structure.
5. loss caused by or resulting from:
 - a) fire, smoke or combustion explosion that occurs at the same time as a Breakdown or that ensues from a Breakdown. However, with respect to any Insured Equipment which is an electrical or electronic machine or apparatus, We will pay for the fire damage within such machine or apparatus which occurs at the same time as a Breakdown or that ensues from a Breakdown;
 - b) damage to Data used with any electronic computer or electronic data processing equipment unless shown as included in the Policy Schedule; or
 - c) except as provided in Coverage Agreement 1.b) and 1.c) any other indirect result of a Breakdown;
 - d) theft or burglary.
6. loss to Insured Property damaged by water unless resulting from a Breakdown of Insured Equipment and the maximum amount payable hereunder will be \$ 25,000.
7. under any Business Interruption coverage:
 - a) loss during any time during which business could not or would not have been carried on if the Breakdown had not occurred;
 - b) loss resulting from Your failure to use due diligence and dispatch to resume as soon as possible complete or partial operations of the business;
 - c) fines or damages for breach of contract; nor
 - d) any penalties.

SECTION ONE COVERAGE AGREEMENT

8. loss caused by or resulting from:

the partial or total failure, malfunction or loss of use of any electronic equipment, computer system, information repository, microchip, integrated circuit or other similar device due to:

- i) the erasure, destruction, corruption, misappropriation or misinterpretation of Data;
- ii) any error in creating, amending, entering, deleting or using Data;
- iii) the inability to receive, transmit or use Data; or
- iv) the impact of any virus or the functioning or malfunctioning of the internet, intranet, local area networks, virtual private networks or similar facility, or of any internet address, website or similar facility,

however We shall pay for loss that ensues solely from the Breakdown of any other Insured Equipment.

9. loss caused directly or indirectly, in whole or in part, by Terrorism or by any activity or decision of a government agency or other entity to prevent, respond to or terminate Terrorism. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

As used herein Terrorism means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organisation(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

10. any loss resulting from Breakdown of any equipment which is shown in the Policy Schedule as uninsured equipment.

SECTION THREE

DEFINITIONS

DEFINITIONS

1. Breakdown

Breakdown means sudden and accidental physical damage to equipment resulting in failure of the equipment which requires the repair or replacement of the equipment or a part of the equipment before normal operation can continue.

Breakdown does not mean:

- a) depletion, deterioration, corrosion or erosion of material;
- b) wear and tear;
- c) vibration or misalignment;
- d) the functioning of any safety device or protective device; nor
- e) the failure of a structure or foundation supporting the equipment or a part of the equipment.

2. Insured Equipment

Insured Equipment is any equipment owned, leased or operated by You or for which You are contractually responsible to insure as described below:

- a) any boiler, fired or unfired pressure vessel normally subject to vacuum or internal pressure other than static pressure of contents, any piping connected thereto and its accessory equipment, but not including:
 - i) any boiler setting, any refractory or insulating material;
 - ii) any part of a boiler or fired pressure vessel that does not contain steam or water; nor
 - iii) any buried piping, drainage piping, sprinkler piping and its accessory equipment.
- b) any mechanical or electrical equipment used for the generation, transmission or utilisation of mechanical or electrical power; but not including:
 - i) any elevator or escalator
but not excluding:
 - a) any pump, hydraulic components, compressor, fan, blower, engine or turbine;
 - b) any separate enclosed gear set connected to such machine or apparatus by a coupling, clutch or belt;
 - c) any electrical equipment; nor
 - d) any electronic equipment used solely to start, stop, control or monitor such machine or apparatus;
 - ii) any vehicle or mobile equipment

- c) any electronic machine, device or instrument used for research, diagnosis, treatment, communication, word processing, data processing, duplicating, monitoring or scanning.

3. Insured Property

Insured Property is:

- a) property You own; or
- b) property of others in Your care, custody or control and for which You are legally liable.

4. Business Interruption

Business Interruption is:

- i) the actual loss sustained by Your business because of the loss of gross profit due to reduction in business revenue, and
- ii) the reasonable and necessary increased cost of working You incur in order to either resume or continue the normal operation of Your business.

5. Actual Cash Value

Actual Cash Value is the cost of replacing the damaged property with property of similar kind, capacity, size, quality and function less depreciation however caused. We will consider such items as the age, condition and normal life expectancy of the property in determining depreciation.

6. Hazardous Substance

A Hazardous Substance is any pollutant, contaminant or other substance declared by a government authority to be hazardous to health or the environment.

7. Data

Data means facts, concepts, information or software in a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment.

8. Media

Media means material on which Data is recorded, such as magnetic tapes, hard disks, floppy disks, CD's or DVD's.

9. One Breakdown

If either the Breakdown of Insured Equipment causes the Breakdown of other Insured Equipment or a series of Breakdowns occur at the same time as a result of the same cause, they will all be considered as One Breakdown.

SECTION THREE DEFINITIONS

10. Location

Location means the premises owned or occupied by You at the address shown in the Policy Schedule.

11. Input Tax Credit

Input Tax Credit means the amount You are entitled to claim as a credit against Goods and Services Tax that You have paid.

12. You, Your, Yours, Insured

Means any person or entity shown on the current Policy Schedule as the Insured.

13. We, Our, Us

Means SURA Engineering acting under a binder as an agent of CGU.

14. Excess

The amount specified in the Policy Schedule, payable by You on each and every claim arising out of one event or occurrence.

The Limits of Liability and/or Sub-Limits of Liability shall apply in addition to and shall not be reduced by the amount of any applicable Excess.

15. Policy Schedule

The document so designated that We issue to You, whether for the first period of insurance or on any renewal of the contract or variation by way of Endorsement, that specifies the Policy number and other details of the cover provided by this Policy.

SECTION FOUR CONDITIONS

1. Policy Period

For coverage to apply under this Policy, the Breakdown must occur within the Policy Period shown in the Policy Schedule. Coverage begins and ends at 4:00 p.m. on the date shown on the Policy Schedule at the Location where the Breakdown occurs.

2. Additional Insured

If a person or organisation is named in the Policy as an Additional Insured, We will consider them to be an Insured under the Policy as their interests may appear.

3. Examination Of Books And Records

We may examine and audit Your books and records as they relate to the Policy at any time during the Policy Period and up to three (3) years thereafter.

4. Inspection

We have the right to make inspections of Insured Equipment at any reasonable time. Neither this right to make inspections nor making them is an undertaking to You or others that the Insured Equipment is safe and not hazardous or injurious to health.

5. Suspension

If We find Insured Equipment in or exposed to a dangerous condition, any of Our representatives may immediately suspend the insurance against loss from the Breakdown of that equipment. We will give You notice of the suspension either at Your mailing address or at the Location of the equipment. Once coverage has been suspended, it can only be reinstated by an endorsement to the Policy.

6. Changes

The Policy contains all the agreements between You and Us concerning the insurance provided. The Policy may only be changed by an endorsement issued by Us to form part of the Policy.

7. Transfer Of Interest

Your interest in the Policy can only be transferred or assigned with Our agreement in writing, except when bankruptcy, insolvency or death occurs. In such cases, Your legal representative will be covered automatically in place of You but only if We are notified in writing within sixty (60) days of any such occurrence.

8. Cancellation

Cancellation of the Policy will be in accordance with the Insurance Contracts Act 1984.

9. Notice Of Loss

When a Breakdown occurs which may result in loss under the Policy, You or Your representative must notify Us as soon as possible and provide written confirmation as soon as practical thereafter.

10. Duties In The Event Of Loss Or Damage

In the event of loss or damage following a Breakdown of Insured Equipment:

- a) You must take the measures necessary to salvage or protect Insured Property from further damage. You must, however, allow Us reasonable time and opportunity to examine the damaged property before physical evidence of the Breakdown is removed;
- b) You must reduce Your loss, if possible, by:
 - i) resuming business, either partially or completely;
 - ii) using merchandise or other property available to You; or
 - iii) using the property or services of others;
- c) You must assist Us in investigating and adjusting the claim, including making property and records available for Us to see, and permitting Us to question You and Your employees about any matter relating to the insurance or the claim; and
- d) You must send Us a signed statement of loss containing the information We require to settle the claim.

11. Paying A Claim

We will make payment to You or as You direct Us in writing.

12. Recovery From Others

When We make payment, the rights You may have to recover all or part of Your loss from someone else are transferred to Us to the extent of Our payment. You must give Us any legal documents and other assistance We may require to pursue such rights. You must not do anything to waive or prejudice these rights of recovery.

13. Due Diligence

You must take all reasonable care and precautions for the safety and protection of the Insured Property and must at all times use due diligence in maintaining the Insured Property in such order and condition as to minimise the risk of loss, destruction or damage by any of the events insured against and should any damage have occurred prior to the commencement of the insurance and such damage not have been repaired or made good, We shall not be liable for such damage nor for any resultant loss, destruction or damage.

SECTION FOUR CONDITIONS

14. Insurance Contracts Act 1984

Nothing contained in this Policy is to be construed to reduce or waive either Your or Our privileges, rights or remedies available under the Insurance Contracts Act 1984.

SURA Engineering Pty Ltd ABN 40 147 579 100 acts as an agent for the Insurer and is authorised to arrange, enter into / bind and administer this insurance on their behalf.

SURA Engineering Pty Ltd is an authorised representative of SURA Pty Ltd ABN 36 115 672 360 AFSL 294313.

Thank you for receiving this document electronically.

SURA Engineering Pty Ltd supports positive initiatives for our environment.

SURA ENGINEERING

NEW SOUTH WALES

LEVEL 14, 141 WALKER STREET
NORTH SYDNEY NSW 2060
TELEPHONE. 02 9930 9500

VICTORIA

LEVEL 9, 99 WILLIAM STREET
MELBOURNE VIC 3000
TELEPHONE. 03 8823 9400

QUEENSLAND

LEVEL 8, 500 QUEEN STREET
BRISBANE QLD 4000
TELEPHONE. 07 3434 2626

WESTERN AUSTRALIA

LEVEL 1, 35 HAVELOCK STREET
WEST PERTH WA 6005
TELEPHONE. 08 6380 6600