

# S U R A PLANT AND EQUIPMENT

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# IMPORTANT INFORMATION

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## INTRODUCTION

This booklet contains the SURA Plant and Equipment Mobile Plant and Machinery Insurance Policy. It is in two parts:

- Product Disclosure Statement for this insurance product
- The Insurance Terms and Conditions.

Any word or expression to which a specific meaning (definition) has been given in any part of the Policy shall bear that specific meaning wherever it may appear. Please see the Definitions Applicable to All Sections starting at page 13 of the Policy and specific definitions set out in each Section of the Policy.

Please note that You and Your refers not only to each person and/or company named as an insured, but also certain subsidiary companies and other organisations as described in the definition of You/Your on page 14.

Part One of this booklet, the Product Disclosure Statement (PDS), is designed to assist You to understand the cover offered by this insurance product and make informed choices about Your insurance needs. It sets out the principal features and benefits and risks associated with this insurance product. It is up to You to choose the cover You need. We and Our representatives do not advise You on whether this Policy is specifically appropriate for Your objectives, financial situation or needs, You should carefully read this document before deciding.

Part Two, the Insurance Terms and Conditions, sets out the terms, conditions and exclusions of this insurance product.

If We accept Your application for the insurance, You should read this document carefully, together with the Policy Schedule and any applicable Endorsements, to ensure that You understand the extent of cover provided and ensure that it meets Your requirements. Together these documents form Your Policy.

If You require further information about this product, please contact Your broker.

# PART ONE PRODUCT DISCLOSURE STATEMENT

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The Policy provides a number of covers which may or may not be provided to You as a retail client under the Corporations Act 2001 (Cth) depending on Your circumstances. Only the parts of the Policy document relevant to the cover provided to You as a retail client and any other documents which We tell You are included, make up the PDS for the purposes of the Act.

## ABOUT SURA PLANT AND EQUIPMENT

SURA Plant and Equipment Pty Ltd, ABN 85 087 238 837 AR 424918 is a corporate authorised representative of SURA Pty Ltd ABN 36 115 672 350 AFSL 294313. In issuing the Policy SURA Plant and Equipment Pty Ltd (SURA Plant and Equipment) act under an authority given by the Insurers. This means that when issuing the Policy SURA Plant and Equipment will be acting as agents for the Insurers, not for You.

### SURA Plant and Equipment's contact details are:

Level 14, 141 Walker Street  
North Sydney NSW 2060  
PO Box 1813 North Sydney 2059  
T: 02 9930 9560

## ABOUT THE INSURER

This insurance is underwritten by Allianz Australia Insurance Limited ABN 15 000 122 850 (Allianz) AFSL 234708, an authorised Australian insurer, regulated by the Australian Prudential Regulation Authority (APRA).

Allianz is one of Australia's largest general insurers. We utilise years of local expertise, combined with global experience to offer a wide range of products and services to Our customers. As a member of the worldwide Allianz Group, We are committed to continuous improvement of Our products and services and strive to achieve this through knowledge transfer within the Group, dedicated technical research units, sharing globally new product developments and a wide range of risk management services.

You should contact SURA Plant and Equipment in the first instance in relation to this insurance.

### Allianz's contact details are:

Allianz Australia Insurance Limited  
Level 12, Allianz Centre, 2 Market Street  
Sydney NSW 2000  
T: 02 8988 9581

## BENEFITS AND FEATURES

### SCOPE OF COVER

Three different Sections of cover are available under the Policy.

Only those Sections that We have agreed to include in Your insurance with Us will be operative. These will be identified in the Policy Schedule as "Insured". The inoperative Sections will be shown in the Policy Schedule as "Not Insured".

Not everything is covered by the Policy. The following is a limited summary only and as such does not form part of the terms of Your insurance. All cover is subject to the applicable Sum Insured, Limit any One Loss, Limit of Liability or sub-limit and terms, conditions, exclusions and limitations that are not listed in the summary.

### SECTION ONE: MATERIAL DAMAGE

Section One provides cover for plant or machinery identified as Insured Items in the Policy Schedule if they are accidentally damaged, destroyed, lost or stolen during the Policy Period anywhere in Australia.

We will pay You up to the Sum Insured or Market Value, whichever is the lesser for:

- the cost of repairs if the Insured Damage can be repaired; or
- the Insured Item if it cannot be repaired.

If the Insured Item cannot be repaired and is under two years of age from the date of original commissioning when new We will pay You the Sum Insured.

The Policy does provide cover for Insured Damage caused by Flood, unless We tell You otherwise in writing.

### SECTION TWO: REGISTERED INSURED ITEM LIABILITY (INCLUDING CTP GAP COVER)

Section Two provides cover for Your legal liability to third parties in respect of Personal Injury or Property Damage that first occurs during the Policy Period caused by an Occurrence in Australia from You using, operating or towing a Registered Insured Item primarily as a Motor Vehicle. A Registered Insured Item is any plant or equipment that is listed in the Policy Schedule as an Insured Item and that is registered for public road use.

This Section does not cover liability for Personal Injury which is covered / coverable under Compulsory Third Party (CTP) insurance.

## SECTION THREE: BROADFORM LIABILITY

Section Three provides cover for Your legal liability to third parties in respect of Personal Injury or Property Damage first occurring during the Policy Period and caused by an Occurrence anywhere in the world (excluding the USA or Canada except to the extent otherwise provided) in connection with Your Business.

### AUTOMATIC EXTENSIONS

Each Section includes Automatic Extensions which automatically expand the cover in the Section. Some of these extensions may cover things:

- that are otherwise specifically excluded under the Policy; or
- that are otherwise outside the scope of cover,

but usually with a lower Sum Insured for Section One or Limit of Liability for Sections Two and Three, or sub-limit. As these are included in the standard cover automatically, they are not shown in the Policy Schedule.

Please see:

- pages 18 to 21 for the Automatic Extensions for Section One;
- page 30 for the Automatic Extensions for Section Two; and
- pages 36 for the Automatic Extensions for Section Three.

### OPTIONAL EXTENSIONS

Each Section has Optional Extensions which You can request. If We accept Your request and agree to provide an Optional Extension it will be shown as “Covered” in the Policy Schedule and in most cases We will charge You an additional premium for the Optional Extension.

Please see:

- pages 24 to 27 for the Optional Extensions for Section One;
- page 32 for the Optional Extensions for Section Two; and
- page 40 for the Optional Extensions for Section Three.

## HOW MUCH WE INSURE YOU FOR

**Section One:** A Sum Insured or Market Value will be shown in the Policy Schedule for each Insured Item. A different Sum Insured or sub-limit may apply under an Extension or Endorsement.

The amount We pay will be limited by the applicable Sum Insured or Market Value or other sub-limit and will be calculated according to the Basis of Settlement and other terms in Section One.

**Section Two:** The maximum amount We will pay under Section Two in respect of all claims arising out of any one Occurrence will be the Limit of Liability specified for this Section in the Policy Schedule or any other sub-limit specified, or Limit of Liability applicable under an Extension or Endorsement.

**Section Three:** The maximum amount We will pay under Section Three in respect of all claims arising out of any one Occurrence will be the Limit of Liability specified for this Section in the Policy Schedule or any other sub-limit, or Limit of Liability applicable under an Extension or Endorsement. However, the maximum aggregate amount We will pay in total in respect of the Policy Period for all liability arising out of or in any way connected with Your Products is the Limit of Liability.

## THE POLICY DOES NOT COVER CERTAIN THINGS

There are certain restrictions or exclusions that limit the cover given.

Please see:

- page 15 for the Exclusions applicable to all Sections;
- pages 22 to 23 for the Exclusions applicable to Section One;
- page 31 for the Exclusions applicable to Section Two; and
- pages 37 to 39 for the Exclusions applicable to Section Three.

## ASSUMED LIABILITY AND WAIVED RIGHTS

Other than Covered Contracts (as defined on page 13), 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 the Policy.

## CONDITIONS

The Policy details certain conditions that You must comply with in order to claim under the Policy. If You do not comply with these conditions, We may be able to reduce the amount of, or avoid paying, a claim under the Policy.

## COOLING OFF PERIOD

We will refund all premium paid for cover under the Policy, less any government taxes or duties that are non-refundable or remain payable by Us, if You request cancellation of the Policy within 14 days of its commencement. To do this, You must advise Us in writing. You will not receive a refund if You have made or are entitled to make a claim under the Policy.

## THE COST OF THIS INSURANCE POLICY

The premium payable by You for the insurance under the Policy will be shown on the Policy Schedule.

The key factors that influence the premium calculation are reflected in the questions asked, and the information provided by You at the time of Your enquiry or application for this insurance. These include factors relating to:

- the Sections of cover You select and any Optional Extensions requested;
- the type and Market Value of each Insured Item;
- the age and driving experience of Your Operators;
- where and how each Insured Item is used;
- the type of loss covered;
- the place where Your Insured Item is stored when not in use; and
- Your previous insurance and claims history.

Premiums are subject to Commonwealth and state taxes and/or charges. These include the Goods and Services Tax, fire services levies and stamp duty. The amount of these taxes and/or charges will be shown on Your Policy Schedule.

The premiums for some Sections or Extensions or Endorsements of the Policy are adjustable. You will be required to pay a deposit premium based on estimated values provided by You at the commencement of the Policy. At the end of the Policy Period You will be required to complete a declaration of the final actual values to enable Us to adjust the final premiums to apply.

## 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, We may be entitled to reduce or refuse to pay a claim and cancel the Policy.

## EXCESSES

If You make a claim under the Policy, You may be required to pay one or more Excesses. The descriptions of these Excesses and the circumstances in which they are applied are shown in the Policy wording under "Conditions applicable to all Sections" on pages 10 to 12, and on Your Policy Schedule.

We take into consideration a number of factors in calculating the amount of Your Excesses including:

- the type of Insured Item(s);
- the age and driving experience of Your Operators;
- where and how the Insured Item(s) is/are used;
- the type of loss covered;
- the place where Your Insured Item(s) is/are stored when not in use; and
- Your previous insurance and claims history.

At the time of Your enquiry or application for insurance, the amount of all Excesses applicable to Your Policy will be advised to You.

## 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](mailto: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](http://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](mailto:info@afca.org.au)

#### DUTY OF DISCLOSURE

Before you enter into a contract of insurance with us, you have a duty, under the Insurance Contracts Act 1984, to disclose to us every matter that you know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to us before you renew, extend, vary or reinstate the contract.

This duty of disclosure applies until the contract is entered into (or renewed, extended, varied or reinstated as applicable).

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by us; or
- that is of common knowledge; or
- that we know or, in the ordinary course of our business as an insurer, ought to know; or
- as to which compliance with your duty is waived by us.

#### NON-DISCLOSURE

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the contract in respect of a claim, cancel the contract, or both.

If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning.

After the Policy is entered into, ongoing disclosure obligations can apply. See the Policy for details.

#### GENERAL INSURANCE CODE OF PRACTICE

We proudly support the General Insurance Code of Practice.

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](http://www.codeofpractice.com.au) or alternatively You can request a brochure on the Code from SURA Plant and Equipment.

#### FINANCIAL CLAIMS SCHEME

In the unlikely event Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under the policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. More information can be obtained from [www.fcs.gov.au](http://www.fcs.gov.au).

#### GOODS AND SERVICES TAX (GST) AFFECTS PAYMENTS WE MAKE

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

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

When You are:

- not registered for GST, the amount We pay is the Sum Insured, Limit of Liability, sub-limit or other limits of insurance cover including GST;
- registered for GST, We will pay the Sum Insured, Limit of Liability, or sub-limit or other limits or insurance and where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim We will pay the GST amount.

The amount that We are liable to pay under the Policy will be reduced by the amount of any Input Tax Credit (ITC) that You are or may be entitled to claim for the supply of goods or services covered by that payment.

You must advise Us of Your correct Australian Business Number (ABN) and Taxable Percentage. The Taxable Percentage is Your entitlement to an ITC on Your premium as a percentage of the total GST on that premium. Any GST liability arising from Your incorrect advice is payable by You.

Where the settlement of a claim is less than the applicable Sum Insured, Limit of Liability, sub-limit or the other limits applicable to the Policy, We will only pay the GST (less Your entitlement for ITC) applicable to the settlement. This means that if these amounts are not sufficient to cover the whole loss, We will only pay the GST relating to Our share of the settlement for the whole 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.

## OUR AGREEMENT

Where We agree to enter into a Policy it is a contract between Us and the Insured (see the definition of "Insured" for details of who is covered by this term) and We will issue the Insured a Policy Schedule confirming cover. The information contained in the Policy Schedule sets out information specific to You such as the cover We have agreed to provide and the Policy Sums Insured or Limit of Liability or sub-limit.

Our agreement with You (the Policy) will comprise this Policy wording, the Policy Schedule and any Endorsements We issue. When You enter into the Policy You confirm and warrant that You have read or will read the Policy documents when provided to You. They should be read together and kept in a safe place. Where We have agreed to enter into a Policy with You and subject to the terms, conditions and exclusions of the Policy:

- We agree to provide You with the insurance cover set out in each of the Sections which are listed in the Policy Schedule, subject to the payment of or agreement to pay Us the premium set out in the current Policy Schedule;
- the insurance cover is in force for the Policy Period set out in the Policy Schedule;
- We will cover You for the relevant covered loss, damage and liability occurring during that Policy Period; and
- We will not pay more than the Sum Insured or Limit of Liability or sub-limit for each Section which is shown as covered in the Policy Schedule or as provided in the Policy.

## UPDATING THIS PDS

We may need to update this PDS from time to time if certain changes occur when required and permitted by law. We will issue You with a new PDS or a supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance We may issue the Insured with notice of this information in other forms or keep an internal record of such changes. You can get a paper copy free of charge by contacting Us using Our details provided in this document.

## PRIVACY STATEMENT

In this Privacy Statement the use of We, Our or Us means SURA Plant and Equipment and the Insurers unless specified otherwise.

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

We are committed to protecting the privacy of the personal information You provide to Us.

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:

- whether the information or opinion is true or not;
- 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.

A copy of SURA's full Privacy Policy is located at [www.sura.com.au](http://www.sura.com.au).

A copy of Allianz's full Privacy Policy is located at [www.allianz.com.au/about-us/privacy](http://www.allianz.com.au/about-us/privacy).

## PART TWO INSURANCE TERMS AND CONDITIONS

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### CONDITIONS APPLICABLE TO ALL SECTIONS

#### All persons or companies bound by the Policy and its provisions

Any person or company entitled to any benefit under the Policy has the same obligations to Us under the Policy as You.

We have the same rights, remedies and defences to a claim by that other person or company as We would have to a claim by You, including but not limited to rights, remedies and defences relating to Your conduct.

#### Cancelling Your Policy

- a) The Insured may cancel the Policy at any time by giving Us notice in writing in which case We will retain the pro rata premium for the time the Policy has been in force. We will not refund the administration fee or policy fee shown on the Policy Schedule or any Government taxes or duties We are unable to recover. In the event that You have made a claim under the Policy and We have agreed to pay the full Sum Insured for Your Insured Item, no return of premium will be made for any unused portion of the premium on the Insured Item.
- b) We may cancel the Policy pursuant to any right at law and as set out in the Insurance Contracts Act 1984 by giving the Insured written notice to that effect where You have:
  - i) failed to comply with the duty of utmost good faith;
  - ii) failed to comply with the Duty of Disclosure at the time when the Policy was entered into;
  - iii) made a misrepresentation to Us during the negotiations for the Policy before We entered into the Policy;
  - iv) failed to comply with a provision of the Policy;
  - v) failed to pay the premium or if You are paying the premium by instalments where an instalment is overdue for a period longer than 1 month;
  - vi) made a fraudulent claim under the Policy or any other policy of insurance (whether with Us or some other insurer) that provided insurance cover during any part of the period during which the Policy provides insurance cover;
  - vii) failed to notify Us of any specific act or omission where notification is required under the terms of the Policy.
- c) When We cancel the Policy it will have effect from whichever of the following times is the earliest:
  - the time when another policy of insurance replacing the Policy is entered into; or

- 4 o'clock in the afternoon of the third business day after the day on which notice was given to You, (unless the Policy is in force because of Section 58 of the Insurance Contracts Act 1984 in which case the cancellation will have effect from 4 o'clock of the 14th business day after the day on which notice was given to You).
- d) When We cancel the Policy We will repay a rateable proportion of the premium for the unexpired Policy Period from the date of cancellation. We will not refund the administration fee or policy fee shown on the Policy Schedule or any Government taxes or duties we are unable to recover. In the event that You have made a claim under the Policy and We have agreed to pay the full Sum Insured for Your Insured Item, no return of premium will be made for any unused portion of the premium on the Insured Item.

#### Changing Your Policy

If You want to make a change to the Policy, the change becomes effective when:

- a) We agree to it; and
- b) We give You a new Policy Schedule detailing the change provided You pay or agree to pay any additional premium We may require.

#### Changes to information previously advised

You must tell Us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury covered under the Policy.

You must tell Us immediately if there is any change:

- a) to the names of the Insured Item's owners;
- b) of use of Your Insured Item(s); or
- c) by way of modification to the manufacturer's specifications to improve Your Insured Item's performance, but only if Your Insured Item is a sedan, station wagon, 4x4 or a goods carrying Insured Item with a carrying capacity under 2 tonnes.

If You do not advise Us of a change in circumstances We may be entitled to cancel Your Policy or refuse to pay or reduce the amount We pay under a claims, to the extent permitted by law.

## Excess

Under Section One, You must pay the amount of the applicable Excess to Us or the repairer or anyone else We direct before We will be liable to pay any amount under that Section. If the Insured Item for which We are liable to pay under Section One is declared a total loss, We will be entitled to deduct any unpaid amount of Excess from Our payment.

Under Section Two and Three, You must pay the applicable Excess, or however much of it We request, before We are liable to pay any amount under those Sections.

The Excess reduces the amount that We are liable to pay under the Policy and We will not be liable to pay any claim that is less than the applicable Excess.

More than one Excess may apply at the same time.

There are several kinds of Excess:

- a) Standard Excess
- b) Age/inexperienced Excess  
where the Operator or driver of the Insured Item or vehicle was under 25 years of age or has not held an Australian driver's licence for two or more years for the type of Insured Item or Motor Vehicle.
- c) Tipping Excess  
where the Insured Item is a rigid body tipper or tipping trailer whose tipping hoist is partially or fully extended, at the time of the accident, the Standard Excess and any other applicable Excess will be doubled.
- d) Special Excess  
an Excess that applies to certain items or claims as provided in the Policy.

## Governing Law

This Policy will be governed in accordance with the laws of the Commonwealth of Australia. Any disputes arising out of the Policy will be subject to determination by any Court of competent jurisdiction within the State or Territory in which the Policy was issued and according to the laws applicable to that jurisdiction.

## Inspection

You must permit Us or Our representative at all reasonable times to inspect and examine any Insured Item.

## Minimisation of loss

You must at Your own expense take all reasonable precautions to prevent loss, damage or injury.

You must comply with all statutory requirements and manufacturers' recommendations relating to the safeguarding and operation of any Insured Item.

If loss, damage or injury occurs, regardless whether or not covered under the Policy You must do all things possible to minimise the amount of any damage.

## Authorisation

By acceptance of the Policy, the Insured agrees to act on behalf of You as well as itself with respect to the giving and receiving of notice of claim or cancellation, the payment of premiums and the receiving of any return premium due under the Policy, the negotiation, agreement to and acceptance of Endorsements, and the giving and receiving of any notice provided in the Policy, and You agree that the Insured shall act on Your behalf.

Neither We nor the Insured hold anything on trust for, or for the benefit or on behalf of You under this insurance arrangement. The Insured does not:

- a) act on behalf of the Insurer or an eligible persons in relation to the insurance;
- b) is not authorised to provide any financial product advice, recommendations or opinions about the insurance; and
- c) receive any remuneration or other benefits from the Insurer.

Any person who may be insured under the Policy should consider obtaining advice as to whether the benefits are appropriate or useful for their personal needs from a person who is licensed to give such advice. No advice is provided by the Insurer or Insured that the benefits are appropriate or useful for any person's needs. Nothing prevents such persons from entering into other arrangements regarding insurance.

## Notices

We will send all notices in relation to the Policy to:

- a) the Insured's nominated insurance intermediary until We received written notice to the contrary from the Insured; or
- b) if there is no nominated intermediary, the Insured, acting on the behalf of You.

Any notice We give the Insured will be in writing, and it will be effective:

- a) if it is delivered to the Insured or their agent personally ; or
- b) if it is delivered or posted to the Insured's address or the Insured's Agent's address last known to Us.

It is important for the Insured to tell Us of any change of address as soon as possible.

### Other insurances covering the same claim

If a claim is made under any operative Section of the Policy, You must as soon as possible inform Us and provide Us with a copy of any other insurance policy that gives or may give You cover for the subject-matter of Your claim whether or not You are a contracting party to that other insurance policy and whether the other insurance policy was issued to You or to anyone else.

If You or another person or company are, or if a claim were made under the Policy would be entitled to be covered for a claim under both the Policy and another insurance policy:

- i) the Excess will be the greater of the Excess specified in the Policy to apply to the claim and the amount of the claim that is covered by the other insurance policy.
- ii) We will cover only for the amount of the claim that exceeds the Excess in i), even if the other insurance policy has a condition to the same or similar effect as this condition; and
- iii) You and the other person or company must co-operate with Us and give Us all possible assistance in obtaining contribution from the other insurer to any amount of the claim We are liable to pay as specifically provided in ii).

### Other Interests

You must not transfer any interests in the Policy without Our written consent.

Any person whose interests You have told Us about and We have noted on Your Policy Schedule is bound by the terms of the Policy.

### Premium Adjustment

When the premium for a Section or an Extension in a Section in the Policy or an Endorsement is adjustable that premium is:

- a) calculated and payable at the beginning of the Policy Period on the basis of an estimated figure for the whole of the Policy Period, which You must declare to Us before the commencement of the Policy Period;

- b) adjusted at expiry of the Policy Period at the percentage rate specified in the Policy, the Policy Schedule or the Endorsement on the actual figure for the whole of the Policy Period, which You must declare to Us immediately after expiry of the Policy Period; and
- c) subject to the minimum non-refundable amount specified in the Policy, the Policy Schedule or the Endorsement.

### Reinstatement of Sum Insured (Section One)

Following Insured Damage to any Insured Item or any part of any Insured Item, the Sum Insured in respect of the Insured Item will automatically be reinstated, provided that You pay Us any additional premium We require when We agree to reinstate any such amount.

The additional premium will be the same proportion of the premium for that Insured Item as the amount reinstated bears to the Sum Insured for the Insured Item reinstated.

### Subrogation

- a) In the event We are liable to cover You for any loss or liability under the Policy, We will be entitled immediately to pursue the whole of Your legal rights to recover in respect of that loss or liability.
- b) You will consent to Us pursuing those rights and You must co-operate with Us fully in pursuing those rights.

## DEFINITIONS APPLICABLE TO ALL SECTIONS

Some key words and terms used in the Policy have a special meaning that appear below. Words and terms that are used in only one Section of the Policy will be defined in that Section.

A word or term importing the singular includes the plural (and vice versa).

**Accessories, Tools, Spare Parts** means the equipment, accessories, tools and spare parts supplied as standard inclusions with the Insured Item when new.

**Attachment** means any device attachable to or detachable from the Insured Item that, when attached is intended to enable the Insured Item to perform additional functions or increase its operational capacity. Unless listed in the Insured Items schedule of the Policy Schedule, Attachments are only covered as provided under Section One – Automatic Extensions “3. Unspecified Attachments”.

**Business** means the business specified in the Policy Schedule and also includes:

- a) a canteen, social or sporting club or first aid, fire or ambulance service, provided by You and incidental to that Business; and
- b) private work undertaken by Your employees for any of Your directors or senior executives provided such work is of the same nature as the work ordinarily provided by the Business.

**Computer Attack** - any malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilising the computer system or network of whatsoever nature.

**Cyber War & Terrorism Event** means any Act of Terrorism (as defined under Exclusions Applicable to All Sections) directly or indirectly caused by, arising out of or in any way connected with Cyberterrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss or Damage.

**Cyberterrorism** means any premeditated politically, religiously, or ideologically (or similar objective) motivated attack or disruptive activity, or the threat thereof, by a group or individual against a computer system or network of whatsoever nature or to intimidate any person in furtherance of such objectives, and/or hostile or warlike action in time of peace, civil war or war.

**Covered Contract** means:

- a) a contract between You and Your principal for the provision of work or service by You to Your principal;
- b) a contract or agreement, for lease or occupancy of any building or premises or part of a building or premises, between You and the lessor or owner;

- c) a contract or agreement, for hiring in of an Insured Item without an Operator, between You and the lessor or owner;
- d) a contract or agreement, for hiring out of an Insured Item with an Operator, between You and the party hiring the Insured Item from You; or
- e) a contract specified under Covered Contract(s) in the Policy Schedule.

Except as specified in c) and d) above, Covered Contract does not include any hire agreement or other contract or agreement for the hire or lease of equipment, including hire or lease of Insured Item(s).

**Electronic Data** means data of any kind including, but not limited to, facts, concepts and/or other information in a form usable by computers or other electronic or electromagnetic data processing equipment.

Electronic Data shall also include computer Software and all other coded instructions for the processing or manipulation of data on any equipment.

**Endorsement** means any Endorsement identified in the Policy Schedule as attaching to or applying to the Policy.

**Excess** means the amount specified as an Excess in the Policy wording, Policy Schedule, an Extension or an Endorsement.

**Extension** means an Optional Extension or Automatic Extension under the Policy, as applicable.

**Insured** means the entity shown as the Insured on the Policy Schedule. They are the contracting Insured.

**Insured Item** means any item and its Attachments listed in the Insured Items schedule of the Policy Schedule including its Accessories, Tools, Spare Parts and signwriting, but excluding Attachments not listed in the Policy Schedule for the Insured Item.

**Insurer** means Allianz Australia Insurance Ltd ABN 15 000 122 850 AFSL 234708.

**Loading and Unloading** means the single action of transferring the weight of goods or equipment (or a portion of a consignment of goods) onto or from any form of conveyance.

**Managed Organisation** means any organisation other than subsidiary companies (or their subsidiaries) whose daily activities and daily decision-making is directly controlled and managed by the entity named as the Insured in the Policy Schedule.

**Operator** means any person operating, driving or in charge of the Insured Item.

**Policy** means this Policy wording, the Policy Schedule, and any Endorsements issued by Us amending the Policy wording or Policy Schedule.

**Policy Period** means the period that You are insured for as shown in the Policy Schedule, unless the Policy ends earlier in accordance with its terms.

**Policy Schedule** means the insurance schedule, including any Endorsement schedule or tax invoice that We give You.

**Software** means a collection of programs which cause machinery or electronic equipment to perform a desired operation or series of operations.

#### **Territorial Limit**

- a) For the purposes of Sections One and Two of the Policy, Territorial Limit means the Commonwealth of Australia;
- b) For the purpose of Section Three of the Policy, Territorial Limit means:
  - i) anywhere in the world excluding the United States of America or Canada (or any other territory coming within or subject to the jurisdiction of the courts of the United States of America or Canada); or
  - ii) the United States of America or Canada (or any other territory coming within or subject to the jurisdiction of the courts of the United States of America or Canada) but only in respect of the temporary presence of any person who is normally a resident in Australia and who is not performing any manual or supervisory work whatsoever whilst in the United States of America or Canada (or any other territory coming within or subject to the jurisdiction of the courts of the United States of America or Canada).

**We/Us/Our** means the Insurer acting through its agent SURA Plant and Equipment.

#### **You/Your**

- a) You/Your means:
  - i) the entity named as the Insured in the Policy Schedule; and
  - ii) all subsidiary companies (and their subsidiaries) of the entity named as the Insured in the Policy Schedule and all Managed Organisations, existing at the commencement of the Policy Period, but only while they continue to be subsidiary companies (and their subsidiaries) of the entity named as the Insured in the Policy Schedule.

- b) For the purpose of Section Two of the Policy, You/Your also includes:
  - i) any Operator of a Registered Insured Item with the consent of the entity referred to in a) above;
  - ii) any passenger of a Registered Insured Item who is in the Registered Insured Item with the consent of the entity referred to in a) above; or
  - iii) any employer or principal of the entity referred to in a) above where the Registered Insured Item was, at the time of the happening of Personal Injury or Property Damage, being used or operated with the consent of the entity referred to in a) above.
- c) For the purpose of Section Three of the Policy, You/Your also includes:
  - i) any directors, executive officers or employees of the entity referred to in a) above but only while acting within the scope of their duties in such capacity;
  - ii) any principal of the entity referred to in a) above but only:
    - for the principal's vicarious liability arising out of the work performed by the entity referred to in (a) above for the principal;
    - and if the entity referred to in (a) above has a contractual obligation to include the principal as an insured entity under the Policy, to the extent required under such contractual obligation; or
  - iii) any office bearer or member of any:
    - canteen, internal fire brigade or internal first aid service;
    - social and/or sports clubs, societies or associations; formed with the consent of the entity referred to in a) above but only while such persons are acting within the scope of their duties in such capacity.

When the term You or Your is used in an exclusion clause, You or Your refers only to the person or company making the claim for indemnity under the relevant Section of the Policy.

If the intention was to refer to any party forming part of You, the phrase 'any of You' will be used.

## EXCLUSIONS APPLICABLE TO ALL SECTIONS

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This Policy excludes all loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature caused by, contributed to by, resulting from, arising out of, or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. War, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
2. Any Act(s) of Terrorism.  
For the purposes of this exclusion an Act of Terrorism means an act which may include, but is not limited to, an act involving the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, or ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.
3. Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.
4. Failure of Electronic Technology
  - a) total or partial destruction, distortion, erasure, corruption, alteration, theft or other dishonest, criminal, fraudulent or unauthorised manipulation of Electronic Data and/or Software;
  - b) error in creating, amending, entering, deleting or using Electronic Data and/or Software; or
  - c) total or partial inability or failure to receive, send, access or use Electronic Data and/or Software for any time or at all;from any cause whatsoever (including, but not limited to Computer Attack and/or a Cyber War and Terrorism Event) or loss of use, reduction in functionality, loss, cost expense and/or fee of whatsoever nature resulting therefrom.

5. This Policy also excludes all loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to, or in any way relating to 1, 2, 3 or 4 above.

6. Trade Sanctions

We will not be liable to cover You for loss under the Policy to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance.

## SECTION ONE MATERIAL DAMAGE

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This Section is operative only if the Policy Schedule shows that this Section is "Insured".

### DEFINITIONS APPLICABLE TO SECTION ONE

**Breakdown** means the sudden and unforeseen derangement or cessation of normal functioning of an Insured Item that:

- a) occurs while the Insured Item is in normal use;
- b) is caused by or results from a fault or defect of or within a mechanical, electrical or electronic part of the Insured Item (including but not limited to breaking, rupturing, bursting, cracking, burning or seizing of the part) that is not caused by anything external to the part; and
- c) requires repair or replacement of the faulty or defective part before the Insured Item can resume normal functioning.

**Damage Waiver** means a term in a hire agreement for an Insured Item that removes or restricts Your rights of recovery against the hirer in respect of loss or damage to the Insured Item.

**Dry Hire** means the hiring out of an Insured Item by You without an Operator provided by You.

**Flood** means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a) a lake (whether or not it has been altered or modified);
- b) a river (whether or not it has been altered or modified);
- c) a creek (whether or not it has been altered or modified);
- d) another natural watercourse (whether or not it has been altered or modified);
- e) a reservoir;
- f) a canal;
- g) a dam.

**Hired In Insured Item** means any Insured Item hired in by You, without an Operator, for use in Your Business.

**Indemnity Period** means the period beginning at the occurrence of the Insured Damage, and ending at the earlier of:

- a) the period detailed in the Policy Schedule after the Insured Damage occurred: or
- b) the date on which the results of the Business are no longer affected by the Insured Damage.

**Insured Damage** means accidental sudden and unforeseen physical loss, theft or destruction of, or damage to an Insured Item which occurs during the Policy Period.

**Limit any One Loss** means the amount stated as such in the Policy Schedule which is Our maximum liability under Section One for all loss or Insured Damage that arises from any one event, source or original cause.

**Market Value** means the cost to buy an item, of the same or equivalent age, condition, model and make as an Insured Item, or another item covered under Automatic Extensions 6 – Automatic Additions, including any signwriting applied to any Insured Item or other item.

**Revenue** means the money received by You in the conduct of Your Business, during the 12 month period immediately preceding the occurrence of Insured Damage to the Insured Item, adjusted for the trend of and/or for variations and/ or for other circumstances affecting Your Business, less any money received from the use of any substitute item and any Reduced Cost of Running during the Indemnity Period.

**Reduced Cost of Running** means:

- a) the actual cost of running the Insured Item during the 12 month period immediately preceding the occurrence of Insured Damage to the Insured Item; less
- b) the actual cost of running the Insured Item during the Indemnity Period.

**Sum Insured** means the sum specified in the Policy Schedule, an Extension or an Endorsement as the Sum Insured for an Insured Item, Section One, the Extension or the Endorsement as relevant.

**Time Excess** means the number of days as specified in the Policy Schedule during which You must bear the loss for any increased cost of working or loss of Revenue.

**Windscreen** means the sheet of flat or curved glass that forms a front, side, back or top window of an Insured Item.

## WHAT YOU ARE INSURED AGAINST UNDER SECTION ONE

### Scope of cover

If this Section is operative, We will cover Insured Damage occurring during the Policy Period anywhere within the Territorial Limit, in accordance with the Basis of Settlement, subject to a maximum total amount up to the Limit any One Loss for all loss or Insured Damage that arises from any one event, source or original cause.

### Basis of Settlement

#### a) Repairable Insured Damage

If the Insured Damage can be repaired, We will pay the cost of repairs which have to be borne by You and which are necessary to restore the Insured Item to its condition immediately before the Insured Damage, but not exceeding whichever is the lesser of:

- i) the Sum Insured; or
- ii) the Market Value of the Insured Item immediately prior to the Insured Damage.

In both cases less any applicable Excesses.

Where a claim is accepted by Us the following costs are included in the amount We pay:

- the cost of dismantling and re-assembly incurred for the purpose of effecting the repairs;
- charges for overtime and work on public holidays where necessarily and reasonably incurred limited to 25% of the cost of the normal repair or \$10,000 whichever is the lesser;
- the cost of handling and transporting replacement parts to and from places of repair and freight within Australia including transportation as freight by any recognised scheduled service up to an amount not exceeding 5% of the Sum Insured for the Insured Item;
- overseas air freight by any recognised scheduled service and overseas labour;
- customs duties and dues, if any, to the extent that such expenses have been included in the Sum Insured.

#### b) Total Loss

If the Insured Damage cannot be repaired or where We, in Our sole discretion, accept that there has been a total loss of an Insured Item due to Insured Damage, We will pay whichever is the lesser of:

- i) the Sum Insured; or
- ii) the Market Value for the Insured Item immediately prior to the Insured Damage.

In both cases less any applicable Excesses.

However if at the time of the Insured Damage, the Insured Item was under two years of age from the date of original commissioning when new, We will pay You the Sum Insured less the Excess.

## SECTION ONE – AUTOMATIC EXTENSIONS

If this Section is operative, We automatically give cover under the following Automatic Extensions up to the sub-limit specified in addition to the Sum Insured for Section One, unless specified otherwise:

### 1. Removal of Debris

We will also cover Your costs, charges and expenses necessarily and reasonably incurred to clean up and remove any debris resulting from an accident:

- a) involving an Insured Item: or
- b) caused by or arising from goods falling from an Insured Item: occurring during the Policy Period within the Territorial Limit.

Our total liability under this Extension will not exceed \$50,000 per claim, less the Excess.

We will not cover fines and penalties levied against You in respect of any debris.

### 2. Interested Parties

- a) We will extend the cover for Insured Damage to any person or company with a financial and insurable interest in the Insured Item, provided that the interest of that person's or company's interest is specified in the Policy Schedule under "Interested Parties".
- b) The interested party has the same obligations to Us under the Policy as if that interested party were You.
- c) We have the same rights, remedies and defences to a claim by the interested party as We would have to a claim by You, including but not limited to, rights, remedies and defences relating to Your conduct.

### 3. Unspecified Attachments

Where an Insured Item has sustained Insured Damage that is covered under Section One, We will also cover loss of or damage to Attachments that were not listed in the Policy Schedule for the Insured Item but were attached to the Insured Item when the Insured Damage occurred.

Our total liability under this Extension will not exceed \$10,000 in the aggregate during the Policy Period.

### 4. Accidental Overload

We will cover Insured Damage occurring during the Policy Period within the Territorial Limit that is caused by or results from accidental overloading of an Insured Item which is non-deliberate and clearly unintentional.

For cover under this Extension to apply, You have the onus of proving that the overloading was non-deliberate and unintentional from Your standpoint.

Our total liability under this Extension is the Sum Insured or Market Value (as applicable) for the Insured Item and will be paid in accordance with the Basis of Settlement for this Section One.

### 5. Appreciation

Despite anything contained in the Policy to the contrary, the Sum Insured for an Insured Item will be increased by the amount of any appreciation in the Market Value of the Insured Item during the Policy Period, provided that:

- a) the Sum Insured correctly reflected the Market Value of the Insured Item at commencement of the Policy Period; and
- b) the Sum Insured will not be increased more than 25% of the Sum Insured specified at the commencement of the Policy Period.

In the event that the appreciation during the Policy Period exceeds 25% of the Sum Insured, Our liability under this clause will be limited to 25% of the Sum Insured.

### 6. Automatic Additions

We will cover, for a maximum period of 30 days from Your acquisition during the Policy Period, Insured Damage occurring during the Policy Period within the Territorial Limit to newly purchased items of a similar kind to those currently insured by the Policy, as if they were Insured Items. The Sum Insured for Insured Damage to an item covered by this Extension will be whichever is the lesser of:

- a) the current Market Value of the item; or
- b) \$500,000,

in each case less any Excess applicable to the Insured Items of a kind similar to the item.

### 7. Damage to Goods Lifted

We will cover physical damage or destruction occurring during the Policy Period and within the Territorial Limit to any property in Your physical or legal care, custody, possession or control while any such property is being suspended from, lifted or lowered by an Insured Item being used as a crane or a lifting device.

We will not cover damage or destruction of property caused by or arising from any fault in or fragility of such property or its container or packaging.

Our total liability under this Extension will not exceed \$100,000 in the aggregate during the Policy Period.

An Excess of \$1,000 applies to each and every claim under this Extension.

### 8. Dry Hire

We will cover Insured Damage happening to an Insured Item on Dry Hire:

- a) within the Territorial Limits;
- b) during the Policy Period; and

provided that the hire agreement does not include a Damage Waiver.

We will not cover Insured Damage that happens while the Insured Item is in the possession or control of a person or company other than the hirer for the purpose of its operation by that person or company.

If the hire agreement is not in writing or, if it is in writing but does not identify at least the hirer, the Insured Item, the hire period and the hire fees, We will not cover loss of the Insured Item by reason of theft by the hirer.

If We pay for any Insured Damage under this Extension, We will be subrogated to Your recovery rights in respect of the Insured Damage, including against the hirer.

Our total liability under this Extension is the Sum Insured or Market Value (as applicable) for the Insured Item and will be paid in accordance with the Basis of Settlement for this Section One.

### 9. Dual or Multiple Lifting

We will cover Insured Damage occurring during the Policy Period and within the Territorial Limit which is caused by or arises out of the operation of any Insured Item in connection with dual or multiple lifting, provided that all such operations are carried out in accordance with the relevant Australian Standard current at the time of the happening of such Insured Damage.

We will not cover Insured Damage if any Insured Item is:

- a) being operated by any person in contravention of any applicable statutory requirement or in breach of any Australian legislation relating to the operation being performed;
- b) loaded in contravention of the maximum capacity requirements as set out in the relevant Australian Standard current at the time of the happening of Insured Damage; or
- c) being operated without radio communication between Operators that are dual lifting or sharing loads.

If any Insured Item covered under this Extension is involved in an event giving rise to a claim while dual or multiple lifting, the Standard Excess for Insured Items and any other Excesses that may be applicable will be doubled.

### 10. Emergency Travel Costs

Following Insured Damage, that We are liable to cover under Section One, We will cover up to a maximum of \$2,500 for the reasonable costs of returning You or Your employee to the point of departure or at Your option to You or Your employee's destination provided:

- a) the Insured Damage is covered under the Policy; and
- b) Your Insured Item was more than 200 kilometres from its base or point of departure at the time of the Insured Damage; and
- c) the Insured Item was being used in connection with Your Business at the time of the Insured Damage.

### 11. Employees' Property Damage

- a) We will cover an employee of Your Business against damage, destruction or loss by theft of the employee's personal property caused by the same event that caused Insured Damage to an Insured Item that We are liable to cover under Section One.
- b) The cover shall not exceed and is limited to the lesser of:
  - i) the cost of repair of the property;
  - ii) the Market Value of the property immediately prior to the damage, destruction or loss;
  - iii) an amount that indemnifies the employee against the damage, destruction or loss of the property; or
  - iv) \$10,000 for any one event.

### 12. Expediting Costs

If Insured Damage occurs to an Insured Item that We are liable to cover under Section One and We have given Our written consent, We will cover the reasonable additional costs incurred in effecting temporary repairs or to expedite permanent repairs, provided that such costs do not exceed 50% of the normal repair cost of such Insured Damage or \$20,000, whichever is the lesser. Additional costs include but are not limited to overtime, night work, work on public holidays, express freight and air freight (by a recognised scheduled flight).

No cover will be provided under this Extension where You have not obtained written consent from Us prior to incurring the additional costs.

### 13. Finance Payout Protection

We will pay up to 20% of the Sum Insured towards the discharge of Your obligation under a finance agreement if:

- a) the Insured Item is declared a total loss due to Insured Damage covered under Section One; and
- b) the lease payout exceeds the Sum Insured or current Market Value of the Insured Item, whichever is the lesser.

The amount payable under this Extension will be reduced by any:

- a) payments and interest in arrears at the time of Insured Damage; or
- b) discounts in respect of finance discharge, including interest for the unexpired term of the agreement.

### 14. Hold Harmless (Subrogation Waiver)

If You have waived Your recovery rights against the other contracting party(ies) under any Covered Contracts, We acknowledge and accept that Our rights, remedies, or relief to which We would have become entitled by subrogation against such party(ies), have been jeopardised as a consequence of Your agreement to waive those recovery rights.

### 15. Locks and Keys

Where the locks and keys of an Insured Item are lost or damaged during the Policy Period and within the Territorial Limit or are reasonably believed to have been duplicated but there is no Insured Damage to the Insured Item, We will cover the cost of any replacement lock and/or key. Our liability shall be limited to whichever is the lesser amount of:

- a) \$2,500 per Insured Item; or
- b) \$5,000 any one event.

In each case less an Excess of \$250.

### 16. Non Owned Trailer in Control

We will cover the cost of repairing or replacing any damage to or destruction occurring during the Policy Period and within the Territorial Limit of trailers that are:

- a) in Your physical or legal control or possession; and
- b) not owned, leased or hired by You; and
- c) used by You in conjunction with an Insured Item;

at the time of such damage or destruction but only up to a maximum of \$50,000 in the aggregate for the Policy Period less any applicable Excess for this Extension.

We will not cover any trailer that is manufactured as, or is capable of being, a temperature controlled trailer or a tanker trailer.

### 17. Owner's Indemnity

We will cover you under this Section irrespective of a breach of or non-compliance with any condition or any of the Exclusions 14, 17, 19, 20(b), 20(c) and 21 in this Section, provided You prove that the breach or non-compliance was without Your knowledge.

However where You become aware of such breach or non-compliance You must notify Us immediately.

### 18. Personal Accident Cover to an Injured Operator

If an employee, who was the Operator at the time of the Insured Damage, dies or suffers any Injury as a result of the accident causing the Insured Damage, during the Policy Period and within the Territorial Limit We will pay \$10,000 to:

- a) (in the event of death only) the estate of the deceased Operator after We have received the death certificate; or
- b) (in all other instances) Your Operator who has suffered the Injury.

In the event that two or more Operators are entitled to any benefit under this Extension arising from the same accident causing the Insured Damage, then the benefit will be shared equally between each such Operator.

Provided always that the following definitions apply to this Extension:

- i) Illness means any sickness, disease or degenerative condition.
- ii) Injury means:
  - a) Paraplegia or Quadriplegia;
  - b) Severance of a Limb;
  - c) total permanent loss of sight in one or both eyes;
  - d) total permanent loss of hearing in one or both ears; and/or
  - e) total permanent loss of speech.
- iii) Limb means a foot, hand, leg, or arm.
- iv) Paraplegia means total paralysis of both legs and a part or the whole of the lower half or the body.
- v) Quadriplegia means total paralysis of both legs and both arms.
- vi) Severance means physical severance or permanent loss of use of a Limb.

Provided further that this Extension does not apply to any and all of the following:

1. Illness.
2. Any Injury arising from an Operator:
  - a) having a percentage of alcohol in their breath or blood in excess of that permitted by law;
  - b) abusing or having abused, or being under the influence of alcohol or drugs other than drugs legally and appropriately prescribed by a registered medical practitioner and properly used by the Operator; or
  - c) committing intentional self-injury or suicide.
3. Any pre-existing Injury.
4. Any injury which does not arise directly from the accident causing the Insured Damage.

The following conditions apply to this Extension:

1. At Your or the injured Operator's expense, We must be provided with all the relevant medical documentation, other certificates and evidence which We may reasonably require to assess the claim.
2. The injured Operator may be required to undergo any medical examination We may reasonably require to assess the claim, and which We will arrange at Our expense.

If You or Your injured Operator fail to comply with the above conditions, then We may decline the claim or reduce the amount paid under any benefit under this Extension.

Our total liability under this Extension will not exceed \$20,000 in the aggregate for the Policy Period.

## 19. Recovery Costs

- a) In the event of any Insured Item, having suffered Insured Damage, We will cover You for the necessary cost of recovering the Insured Item to enable necessary repairs to be effected to the Insured Item, to a maximum of \$250,000 each and every loss.
- b) If an Insured Item, has not suffered Insured Damage, but has become unintentionally immobilised, bogged or stranded within the Territorial Limit during the Policy Period, We will cover Your necessary cost of recovering the Insured Item to enable it to be used or operated at the location, to a maximum of \$50,000 in the aggregate for the Policy Period.

This Extension will not apply where the immobilisation, bogging or stranding is attributable to the careless action of the Operator.

## 20. Return of Insured Item(s)

Where an Insured Item is stolen during the Policy Period and recovered, We will cover Your necessary costs to return the Insured Item to the place at which it is normally stored when not in use.

Our total liability under this Extension will not exceed \$50,000 in the aggregate for the Policy Period.

## 21. Sign Writing

Following Insured Damage to an Insured Item, that We are liable to pay for under Section One We will cover loss or damage to sign writing or fixed advertising signs forming a permanent part of the Insured Item at the time of such Insured Damage.

Our total liability under this Extension is included in the Sum Insured or Market Value (as applicable) for the applicable Insured Item under this Section One.

## 22. Windscreen Replacement

If a Windscreen alone is damaged during the Policy Period and within the Territorial Limit, We will cover You:

- for Insured Items weighing in excess of 2 tonnes for the first loss in any one Policy Period to one Insured Item without the application of any Excess up to a maximum of \$5,000; and
- for Insured Item(s) weighing 2 tonnes or under for the first loss in any one Policy Period to one Insured Item without the application of any Excess.

## EXCLUSIONS APPLICABLE TO SECTION ONE

In addition to the Exclusions Applicable to All Sections, Section One of the Policy does not cover:

1. Insured Damage due to faults or defects known to You or any of Your employees at the time of arrangement of this insurance and not disclosed to Us.
2. Indirect loss or damage of any kind or description whatsoever unless expressly stated in the Policy.
3. Insured Damage caused by or due to wear and tear, corrosion, oxidation, or deterioration due to lack of use or atmospheric conditions.
4. The cost of any provisional repairs unless such repairs constitute part of the final repairs and do not increase the total repair cost, except to the extent provided under Automatic Extension 12 – Expediting Costs.
5. The cost of any alterations, additions or improvements carried out to an Insured Item.
6. The cost of repairs or replacement of any part of an Insured Item:
  - a) that has caused or resulted in Breakdown of the Insured Item or has otherwise failed or been damaged or destroyed as a result of a fault or defect within that part without any direct or indirect cause external to the part; or
  - b) that has been damaged or destroyed by lack, defectiveness, burning or freezing of any coolant, lubricant or any dry or liquid substance required for the working of that part; or
  - c) being an internal combustion engine that has exploded or boiler or other pressure vessel that has burst under internal pressure.
7. The cost of repair or replacement of any part of an Insured Item that incorporates, is incorporated in or is directly associated with a part referred to in exclusions 6a) to c) as a result of a failure, damage, destruction, explosion or bursting referred to in exclusions 6a) to c).  
We will cover Insured Damage caused or resulting to any part of the Insured Item other than those parts referred to in exclusions 6 and 7 above by reason of a failure, damage, destruction, explosion or bursting referred to in exclusion 6 and 7 above.
8. The cost of replaceable parts and Attachments of an Insured Item such as bits, drills, knives, discs or other cutting edges, blades, dies, moulds, patterns, hammers, pulverizing and crushing surfaces, screens and sieves, belts, chains elevator and conveyor bands, batteries, tyres, electrical connecting wires and cables, flexible pipes, jointing and any packing material which is regularly replaced unless damaged as a result of Insured Damage.
9. Insured Damage to any ropes other than complete severance of wire ropes within an Insured Item that is used as a crane or lifting device.
10. Insured Damage to tyres of an Insured Item caused by application of brakes or by road cuts, punctures or bursts not arising from an accident.
11. Insured Damage to any Insured Item whilst on Dry Hire, except to the extent provided under Automatic Extension 8 – Dry Hire.
12. Insured Damage to any Insured Item which is working underground. However, this exclusion does not apply to an Insured Item whilst:
  - a) travelling in a completed tunnel that is a public road; or
  - b) working in an open pit or in a completed or partially completed structure, which provides a completed support structure above the working area, regardless of whether or not the bottom of the pit is below ground or sea level.
13. Insured Damage caused by or contributed to by theft or other criminal act by You or any of Your partners or directors.
14. Insured Damage if an Insured Item:
  - a) is used in an unsafe or unroadworthy condition unless such condition could not reasonably be detected by You;
  - b) is driven by or is in the charge of any person whose faculties are impaired by any drug or intoxicating liquor or by any person who is convicted of driving under the influence of intoxicating liquor or drugs at the time of the accident causing such Insured Damage;
  - c) is driven by or is in the charge of any person who, at the time of the accident causing such Insured Damage, has a concentration of alcohol in his or her breath, urine or blood in excess of the amount permitted by law subject to any applicable law to the contrary; or
  - d) is driven by or is in the charge of any person who, following an accident causing such Insured Damage, refuses to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by the law of the State or Territory in which the accident occurred.

15. The amount of the Excess specified in the Policy Schedule or in an Extension or Endorsement.
16. Insured Damage to any Insured Item due to its total or partial immersion in tidal waters.
17. Insured Damage occurring while any Insured Item is undergoing a test of any kind or is being used in any manner or for any purpose other than that for which it was designed.
18. Insured Damage to any concrete agitator, barrel, bowl or pump and/or its fittings caused by, or arising from the hardening or setting of concrete.
19. Insured Damage while any Insured Item, at the time of an accident, is being driven by or is in the charge of a person who is not authorised, licensed or trained to operate the Insured Item under any relevant law.
20. Insured Damage if the Insured Item, at the time such Insured Damage occurred, was being used as a crane or lifting device and was:
  - a) being operated by any person in contravention of any applicable statutory requirement, with Your knowledge or the knowledge of any of Your agents or employees; or
  - b) loaded in excess of the safe working load specified by any relevant statutory authority or manufacturer's specification; or
  - c) not used in compliance with the relevant Australian standard current at the time of the happening of Insured Damage.
21. Insured Damage to any Insured Item which is or has been operated contrary to the manufacturer's guidelines.
22. Insured Damage to or costs associated with searching for, locating or recovering any drill bits, augers, strings and the like damaged below any rotary table.
23. Insured Damage to any Insured Item which is located and/or operated on any barge, including whilst undergoing any Loading and Unloading operations .
24. Legal liability of any kind.
25. Insured Damage to an Insured Item that:
  - a) is a prototype undergoing development; or
  - b) has not been fully commissioned as a fully operational item.

## SECTION ONE – OPTIONAL EXTENSIONS

Provided this Section is operative, only an Extension below that is specified in the Policy Schedule as “Covered” is operative.

The terms, conditions, exclusions and definitions of the Policy apply to each operative Extension except as expressly amended by that Extension.

### 1. Agreed Value

If this Extension is operative for Insured Damage to Insured Items:

- a) the Sum Insured for an Insured Item to which this Extension applies will be the value of the Insured Item that We have agreed to before the Policy was entered into, after You have provided to Us a valuation certificate for that Insured Item; and
- b) the Basis of Settlement clause under Section One is deleted and replaced with the following:

*“Basis of Settlement*

a) *Repairable Insured Damage*

*If the Insured Damage can be repaired, We will pay the cost of repairs which have to be borne by You and which are necessary to restore the Insured Item to its condition immediately before the Insured Damage, but not exceeding the Sum Insured and less any applicable Excess.*

*Where a claim is accepted by Us the following costs are included in the amount We pay:*

- *the cost of dismantling and re-assembly incurred for the purpose of effecting the repairs;*
- *charges for overtime and work on public holidays where necessarily and reasonably incurred limited to 25% of the cost of the normal repair or \$10,000 whichever is the lesser;*
- *the cost of handling and transporting replacement parts to and from places of repair and freight within Australia including transportation as freight by any recognised scheduled service up to an amount not exceeding 5% of the Sum Insured for the Insured Item;*
- *overseas air freight by any recognised scheduled service and overseas labour;*
- *customs duties and dues, if any, to the extent that such expenses have been included in the Sum Insured.*

b) *Total Loss*

*If the Insured Damage cannot be repaired or where We, in Our sole discretion, accept that there has been a total loss of an Insured Item due to Insured Damage, We will pay the Sum Insured, less any applicable Excess.”*

### 2. Automatic Additions Increased Sum Insured

If this Extension is operative, Automatic Extension 6-Automatic Additions is deleted and replaced with the following:

*“For a maximum of 30 days from the date of acquisition, We will cover under Section One, as if it were an Insured Item, any item of a kind similar to the Insured Items that You acquire after commencement of the Policy for the purpose of performing work in the Business.*

*Our liability in respect of such items will not exceed whichever is the lesser of the item’s current Market Value and the increased sub-limit specified in the Policy Schedule or this Extension, less the premium that We will charge to cover the item during the 30 day period and any Excess applicable to Insured Item(s) of a similar kind.*

*Once You:*

- a) *give Us notice of Your acquisition of such items; and*
- b) *declare to Us its Market Value; and*
- c) *pay Us any additional premium We ask for,*

*the item will be added to the Insured Items Schedule forming part of the Policy Schedule and the Basis of Settlement will apply from the date of such inclusion.”*

### 3. Breakdown

If this Extension is operative, except as specifically provided in Exclusions Applicable to Section One – 6 a) in relation to any Insured Item to which this Extension applies, We will cover the cost of repair or replacement of:

- a) the part of the Insured Item whose fault or defect has caused or resulted in Breakdown of the Insured Item within the Territorial Limits during the Policy Period; and
- b) any other part of the Insured Item that incorporates, is incorporated in or is directly associated with the faulty or defective part referred to in a) that has been damaged or destroyed solely and exclusively by the failure of that faulty or defective part,

but only if You prove that the Insured Item was maintained and serviced in accordance with its manufacturers specifications and requirements at all times prior to the Breakdown.

## Basis of settlement

The amount We will pay under this Extension will be the necessary cost of repair or replacement of the faulty or defective part referred to in a) and any other part referred to in b) above necessary to enable the Insured Item to resume normal functioning, but Our maximum liability under this Extension will not exceed the lesser of:

- a) the Sum Insured shown for the Insured Item for this Extension in the Policy Schedule; or
- b) the manufacturer's or supplier's last published price for any part or component of the part that is no longer available;

in both cases less any applicable Excess.

## 4. Consequential Additional Costs

If this Extension is operative, regardless of Exclusions Applicable to Section One – 2, in the event of Insured Damage to an Insured Item, We will cover You for:

### a) Substitute Hire Costs (SHC):

The costs necessarily incurred by You for each day to hire in a substitute item of the same type and capacity, as the Insured Item which has suffered Insured Damage, until the Insured Item is repaired or replaced or the end of the Indemnity Period, whichever is earlier, less the Excess specified for this extension in the Policy Schedule; or

### b) Ongoing Hire Costs (OHC):

If the Insured Item which suffered Insured Damage was a Hired In Insured Item or hired out under a Dry Hire agreement the continuing hire costs owed by or payable to You under the terms of the hire agreement, for each day from the time of the Insured Damage until the earliest to occur of:

- i) repair or replacement of the Insured Item or Hired In Insured Item;
- ii) the expiry date of the hire agreement in force immediately prior to the Insured Damage;
- iii) expiry of the Indemnity Period,

less the Excess specified for this Extension in the Policy Schedule; or

### c) Finance Payment Protection (FPP):

If:

- i) a substitute Insured Item is not able to be sourced; and
- ii) the Insured Item was not a Hired In Insured Item or on Dry Hire (i.e. neither SHC or OHC applies); and

- iii) You are making payments under a valid hire purchase, leasing or other formal financial agreement in respect of the Insured Item which has suffered the Insured Damage,

then We will cover those payments, by paying on a daily pro-rata basis the amount of the Actual Finance Payment, for each day from Insured Damage until the Insured Item or Hired In Insured Item is replaced, repaired or cash settled or the end of the Indemnity Period whichever is the earlier, less the Excess specified for this Extension in the Policy Schedule.

Actual Finance Payment means the actual finance payments due and payable by You for the period from the date of Insured Damage until whichever is the earliest of Your Insured Item or Hired In Insured Item is replaced, repaired or cash settled, or the end of the Indemnity Period, less any balloon or residual payments which fall due during that period.

Our maximum liability per Insured Item or Hired In Insured Item under this cover will not exceed the amount specified as the sub-limit for whichever is applicable of Substitute Hire Costs, Ongoing Hire Costs or Finance Payment Protection for this Extension in the Policy Schedule.

You must take all possible steps to comply with requests from Us with regard to minimising the period between the time of the Insured Damage and the repair, replacement or cash settlement of the Insured Item or Hired In Insured Item.

## 5. Damage Waiver Protection

If this Extension is operative, the cover under Automatic Extension 8. Dry Hire is extended to both You and the hirer if the hire agreement is in writing and identifies at least the hirer, the Insured Item, the hire period and the hire fees and contains a Damage Waiver that applies to the Insured Damage.

We will not cover:

- a) You for loss of the Insured Item by reason of theft by the hirer;
- b) the hirer for Insured Damage to which the Damage Waiver does not apply.

If We pay for any Insured Damage under this Extension, We will be subrogated to Your and the hirer's recovery rights, in respect of the Insured Damage.

## 6. Goods Lifted – Increased Sublimit

If this Extension is operative Automatic Extension 7 – Damage to Goods Lifted, is deleted and replaced with the following:

*“We will cover You for physical damage to or destruction during the Policy Period within the Territorial Limit of any property in Your physical or legal care, custody, possession or control while any such property is being suspended from, lifted or lowered by an Insured Item being used as a crane or a lifting device.*

*We will not cover You for such damage to or destruction of such property arising from fault in or fragility of such property or its container or packaging.*

*Our total liability under this Extension will not exceed in the aggregate for the Policy Period for property not belonging to You, the greater of:*

- i) the increased sublimit specified in the Policy Schedule as the Sum Insured for this Extension; or*
- ii) \$250,000.*

*In both cases less the Excess specified for this Extension applied per claim.”*

## 7. Hired In Items (Blanket Cover)

If this Extension is operative, We will cover the repair or replacement of any Hired In Item in the event that the Hired In Item suffers accidental, sudden and unforeseen physical loss, or damage during the Policy Period within the Territorial Limit, provided:

- a) You are responsible under the terms of the hire agreement for such loss, or damage; and
- b) the Hired In Item must be of a similar or equivalent type to the Insured Items in the schedule of Insured Items in the Policy Schedule; and
- c) Our liability in respect of such repair or replacement shall be subject to the Sum Insured specified for this Extension in the Policy Schedule and be calculated in accordance with the Basis of Settlement clause in Section One.

Our maximum liability under this Extension is the amount specified in the Policy Schedule as the Sum Insured for this Extension.

The premium for this Extension is adjustable by reference to Your hire costs incurred during the Policy Period and the Premium Adjustment Condition will apply.

## 8. Hired In Items (Specified)

If this Extension is operative, We will cover You for Insured Damage that occurs during the Policy Period within the Territorial Limit to a Hired In Insured Item:

- a) hired in by You for use by You in the Business under a written hire agreement that identifies at least the hirer, the Hired In Insured Item, the hire period and the hire fees;
- b) specified in the Insured Items Schedule of the Policy Schedule; and
- c) in respect of which You have paid Us any additional premium We ask for.

Our liability in respect of such repair or replacement shall be calculated in accordance with the Basis of Settlement clause in Section One.

## 9. Increased Cost of Working

If this Extension is operative, if the conduct of the Business is interrupted or interfered with as a consequence of Insured Damage to an Insured Item which is covered under the Policy and for which We have admitted liability, We will cover You during the Indemnity Period only against the increase in cost of working resulting from such interruption or interference provided that:

- a) Our total liability for any one Policy Period will not exceed the amount specified in the Policy Schedule as Sum Insured for this Extension;
- b) Our liability under this Extension is limited to the increase in the cost of working and the amount payable will be limited to the additional expenditure necessarily and reasonably incurred for the sole purpose of minimising interruption to the Business affected by the Insured Item which has suffered Insured Damage;
- c) in the event of a claim being made under this Extension You must give Us or Our representative immediate notification by telephone or facsimile and thereafter by written confirmation within 3 days of the event;
- d) You will with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or avoid or diminish the loss;
- e) We will not be liable for loss, damage or costs incurred by You during the Time Excess;
- f) the Indemnity Period will be as specified in the Policy Schedule against this Extension.

## 10. Loss of Revenue

If this Extension is operative, if the Business carried out by You is interrupted or interfered with as a consequence of Insured Damage to an Insured Item which is covered under the Policy and for which We have admitted liability, We will cover You during the Indemnity Period only against loss of Revenue and an increase in the cost of working resulting from such interruption or interference.

Provided that:

- a) Our total aggregate liability in respect of the whole Policy Period will not exceed the amount specified in the Policy Schedule as Sum Insured for this Extension;
- b) Our liability under this Extension is limited to loss of Revenue and an increase in the cost of working and the amount payable will be limited to that portion of the loss of Revenue and an increase in the cost of working affected by the Insured Item which has suffered Insured Damage;
- c) in the event of a claim being made under this Extension You must give Us or Our representative immediate notification by telephone or facsimile and thereafter by written confirmation within 3 days of the event;
- d) You will with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise, avoid or diminish the loss;
- e) We will not be liable for loss, damage or costs incurred by You during the Time Excess;
- f) the Indemnity Period will be as specified in the Policy Schedule against this Extension.

## SECTION TWO REGISTERED INSURED ITEM LIABILITY (INCLUDING CTP GAP COVER)

This Section is operative only if the Policy Schedule shows that this Section is "Insured".

### DEFINITIONS APPLICABLE TO SECTION TWO

**Aircraft** means anything designed to transport people or goods in or through the air or space.

**Dangerous Goods** means:

- a) goods as defined by The Australian Code for the Transport of Dangerous Goods by Road and Rail (or its equivalent); or
- b) any infectious substance; or
- c) the following substances or materials in excess of the following quantities:
  - i) 1,000 litres of petroleum or substances having a closed cup flash point below 23 degrees Celsius, but in containers no greater than 250 litres;
  - ii) 5 kilograms of explosives;
  - iii) 100 kilograms of compressed gas;
  - iv) 500 litres in total of substances which are toxic chemicals, corrosive acids or corrosive alkalis;
  - v) 500 litres (where a liquid) or 50 kilograms (where a solid) of substances which form explosive mixtures with organic and other readily oxidizing materials; or
  - vi) any two or more substances mentioned under (i) to (v) above being carried or transported on Your Insured Item at the same time if the quantity of any substance carried is more than half the quantity stated above for each substance.

**Defence Costs** means:

- a) the charges, expenses and legal costs, incurred by Us or with Our written consent, necessary to investigate, settle or defend a claim or in anticipation of a claim against You; or
- b) the commercial costs for representing You at any Coroner's inquest or any court of summary jurisdiction.

**Limit of Liability** means the amount specified as the Limit of Liability in the Policy Schedule.

**Motor Vehicle** means any type of machine on wheels or on self-laid tracks made or intended to be propelled other than by manual or animal power and any trailer made or intended to be drawn by, or attached to, any such machine.

**Occurrence** means an event, which includes continuous or repeated exposure to substantially the same general condition, which results in Personal Injury or Property Damage neither expected nor intended from Your standpoint.

All events or series of events consequent upon or attributable to one source or original cause will be deemed to be one Occurrence.

**Personal Injury** means:

- a) bodily injury, sickness, disease, death;
- b) shock, fright, mental anguish;
- c) false arrest, false imprisonment, wrongful detention, malicious prosecution;
- d) libel, slander, defamation of character, humiliation; or
- e) wrongful eviction, wrongful entry or other invasion of privacy.

**Property Damage** means physical damage to or physical destruction of or physical loss of tangible property including any resultant loss of use.

**Registered Insured Item** means any Insured Item and associated Attachments that are registered for public road use and are shown on the Insured Items Schedule forming part of the Policy Schedule.

**Used as a Working Tool** means the use of a Registered Insured Item or Motor Vehicle for any function for which it is designed (other than road transport or use or operation primarily as a Motor Vehicle) including use for excavating, digging, shovelling, grading, levelling, bulldozing, drilling, lifting, lowering, suspending, carrying (other than road transport), pumping, spraying, discharging, tipping, crushing, chipping, vacuuming, scraping, mixing (other than mixing during road transport), Loading and Unloading and the like including the process of setting up for such operations and reverting from such operative format to travel/transit configuration.

It does not include use for:

- a) transit to or from a work site (other than moving within a work site); or
- b) transport or haulage.

## WHAT YOU ARE COVERED FOR UNDER SECTION TWO

### Scope of cover

If this Section is operative, We will cover You for the amount You may be held legally liable to pay as compensation to a third party in respect of Personal Injury or Property Damage which first occurs during the Policy Period and is caused by an Occurrence within the Territorial Limit arising from using, operating or towing a Registered Insured Item primarily as a Motor Vehicle.

Where cover applies, We will defend in Your name and on Your behalf any claim seeking compensation against You alleging such Personal Injury and/or Property Damage, even if such claim is groundless, false or fraudulent and We can make such investigation, negotiation and settlement of any claim as We deem expedient. However, We will not pay any compensation or defend any claim after the Limit of Liability has been exhausted.

### Maximum amount payable under Section Two

The maximum amount We will cover You for under Section Two of the Policy in respect of all claims arising out of any one Occurrence is the Limit of Liability less any applicable Excess.

### Defence Costs

Where cover applies, We will also cover You for Defence Costs in addition to the Limit of Liability. However, if a payment for compensation, to finalise a claim, exceeds the Limit of Liability of the Policy, Our liability to pay Defence Costs shall be limited to such proportion of the Defence Costs as the Limit of Liability bears to the amount actually paid or payable for compensation.

## SECTION TWO – AUTOMATIC EXTENSIONS

If this Section is operative We automatically give cover under the following Automatic Extensions:

### 1. Automatic Additions

If You give Us details of any new or replacement Registered Insured Item, within 30 days of its purchase or lease, We will cover You from the date of purchase or lease for the remainder of the Policy Period, as long as it is acceptable to Us and You pay any additional premium We may require.

### 2. Cross Liability

Where there is more than one legal entity forming part of You, each of You will be considered as a separate and distinct entity and cover under the Policy will apply to each of You as if a separate policy had been issued to each of You, provided that the Limit of Liability always applies to all of You combined and not to each of You separately.

However, nothing in this Extension clause will increase the Limit of Liability or Excess.

### 3. Dangerous Goods

Regardless of Exclusion 7 applicable to Section Two of the Policy, We will cover You for Your legal liability to pay compensation in respect of Personal Injury or Property Damage which first occurs during the Policy Period and is caused by an Occurrence within the Territorial Limit that is caused by or arises out of goods classified in classes 2, 3, 4, 5, 8 and 9 under The Australian Code for the Transport of Dangerous Goods by Road and Rail, whilst being transported or carried by or on behalf of You when using, operating or towing a Registered Insured Item primarily as a Motor Vehicle, but only if such goods were transported or carried in accordance with the requirements of The Australian Code for the Transport of Dangerous Goods by Road and Rail.

Our maximum liability under this Extension shall not exceed \$500,000 in the aggregate for the Policy Period.

### 4. Removal of Debris

We will cover You up to a maximum of \$50,000 any one Occurrence for the necessary costs incurred to clean up or remove debris following a covered Occurrence where goods have fallen or leaked from a Registered Insured Item during the Policy Period within the Territorial Limit.

### 5. Substitute Item

Any item being used by You as a substitute item, while any Registered Insured Item is being serviced, repaired or cannot be used, shall be treated as a Registered Insured Item, but only if:

- a) one substitute item is being used at any one time in place of any one Registered Insured Item;
- b) the substitute item is not already covered under another insurance policy; and
- c) the substitute item is not owned by You.

### 6. Your Liability as Principal

Where You are the principal of any entity (referred under this Extension as 'contractor') performing work for or on behalf of You, We will cover You for the amount for which You may be held legally liable to pay as compensation in respect of Property Damage:

- a) to property belonging to someone other than You or such contractor; and
- b) which first occurs during the Policy Period and is caused by an Occurrence within the Territorial Limit in connection with Your Business; and
- c) which arises from using, operating or towing any item similar in type to a Registered Insured Item primarily as a Motor Vehicle:
  - i) not owned or supplied by You or hired to You; and
  - ii) which is in the charge of or is being driven by such contractor or an employee of such contractor, as long as such person is authorised to use, operate or tow such item for or on behalf of You.

However, We will not cover any amount for which You are able to seek indemnity from such contractor or from any insurance effected to cover such amount.

## EXCLUSIONS APPLICABLE TO SECTION TWO

In addition to the Exclusions Applicable to All Sections, Section Two of the Policy does not cover any:

1. liability if You:
  - a) carry or tow a load; or
  - b) carry a number of passengers,
 

in excess of that for which the Registered Insured Item was designed unless You can prove that the breach of these limitations was non-deliberate and clearly unintentional from Your standpoint.
2. liability caused by, arising out of, in connection with or in respect of Property Damage to any property belonging to You or the Operator or any property in Your or the Operator's physical or legal possession or control.
 

However, We will not treat Your employees' or visitors' vehicles including their contents while contained within a car park owned, operated or provided by You, as property in Your physical or legal possession or control.
3. liability caused by, arising out of, in connection with or in respect of any Registered Insured Item:
  - a) being used or operated in an unsafe or unroadworthy condition unless You can prove that such condition could not be reasonably detected by You and was non-deliberate and clearly unintentional from Your standpoint;
  - b) which is or has been operated contrary to the manufacturer's guidelines;
  - c) being used or operated in any experiment or type of test or in preparation for or involved in racing, speed testing, reliability trial, pace making, hill climbing, trial or demonstration other than for resale purposes on public roads;
  - d) being used or operated for conveyance of passengers for hire, fare or reward;
  - e) running on rails or which is not designed to run solely on solid ground;
  - f) being Used as a Working Tool or plant forming part of a Registered Insured Item being Used as a Working Tool. However, this Exclusion (f) does not apply while the Registered Insured Item is travelling, transporting or carting goods on a public road;
  - g) being used or operated in any Airside Area of an airport that handles commercial flights. For the purpose of this Exclusion only, Airside Area means an area where airships and airplanes take off, land, taxi, load and/or unload, including runways, taxiways, aprons adjacent to runways and/or taxiways, air bridges and Aircraft landing areas;
- h) being driven or operated by:
  - i) You or by any person with Your consent who is not licensed under any relevant law to drive such a Registered Insured Item;
  - ii) any person who is not authorised, licensed or trained to operate the Registered Insured Item under any relevant law;
  - iii) anyone under the influence of any drug or intoxicating liquor at the time of the accident;
  - iv) anyone whose blood or urine alcohol reading exceeds the legal limit (subject to any laws to the contrary);
  - v) anyone who following an accident, refuses to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by the law of the State or Territory in which the accident occurred.

However We will cover You if You have allowed another person to drive or operate a Registered Insured Item and You can prove that You were not aware that the Registered Insured Item was being driven by, operated by or in charge of that person when they were so impaired, affected or unlicensed.
4. liability caused by, arising out of, in connection with or in respect of Personal Injury, which is insured under any compulsory statutory insurance or scheme or accident compensation insurance or scheme, or would have been so insured but for the failure to:
  - a) insure or register the Motor Vehicle;
  - b) lodge a claim; or
  - c) comply with any term or condition of any such scheme.
5. liability for which indemnity is available, either in part or in whole, under Section Three of the Policy.
6. Asbestos liability caused by, arising out of, in connection with or in respect of the use or presence of asbestos.
7. Dangerous Goods liability caused by, arising out of, in connection with or in respect of any Dangerous Goods transported or carried by or on behalf of You.
8. Fines, Penalties and Certain Damages
  - a) fines or penalties;
  - b) aggravated, punitive and/or exemplary damages or any multiplication of compensatory damages or awards; or
  - c) liquidated damages.

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## SECTION TWO – OPTIONAL EXTENSIONS

Provided this Section is operative, the Extension below is operative only if specified in the Policy Schedule as “Covered”.

The terms, conditions, exclusions and definitions of the Policy apply to the Extension except as expressly amended by that Extension.

### 1. Dangerous Goods – Increased Sub limit

Section Two Automatic Extension 3 Dangerous Goods is deleted and replaced with the following:

*“Regardless of Exclusion 7 applicable to Section Two of the Policy, We will cover You for Your legal liability to pay compensation in respect of Personal Injury or Property Damage which first occurs during the Policy Period and is caused by an Occurrence within the Territorial Limit that is caused by or arises out of goods classified in classes 2, 3, 4, 5, 8 and 9 under The Australian Code for the Transport of Dangerous Goods by Road and Rail, whilst being transported or carried by or on behalf of You when using, operating or towing a Registered Insured Item primarily as a Motor Vehicle, but only if such goods were transported or carried in accordance with the requirements of The Australian Code for the Transport of Dangerous Goods by Road and Rail.*

*Our maximum liability under this Extension shall not exceed in the aggregate for the Policy Period:*

- a) the increased sublimit specified in the Policy Schedule for ‘Dangerous Goods’ Optional Extension; or*
- b) \$500,000;*

*whichever is the greater.”*

## SECTION THREE BROADFORM LIABILITY

This Section is operative only if the Policy Schedule shows that this Section is "Insured".

### DEFINITIONS APPLICABLE TO SECTION THREE

**Aircraft** means anything designed to transport people or goods in or through the air or space.

**Dangerous Goods** means:

- a) goods as defined by The Australian Code for the Transport of Dangerous Goods by Road and Rail (or its equivalent); or
- b) any infectious substance; or
- c) the following substances or materials in excess of the following quantities:
  - i) 1,000 litres of petroleum or substances having a closed cup flash point below 23 degrees Celsius, but in containers no greater than 250 litres;
  - ii) 5 kilograms of explosives;
  - iii) 100 kilograms of compressed gas;
  - iv) 500 litres in total of substances which are toxic chemicals, corrosive acids or corrosive alkalis;
  - v) 500 litres (where a liquid) or 50 kilograms (where a solid) of substances which form explosive mixtures with organic and other readily oxidizing materials; or
  - vi) any two or more substances mentioned under (i) to (v) above being carried or transported on Your Insured Item at the same time if the quantity of any substance carried is more than half the quantity stated above for each substance.

**Defence Costs** means:

- a) the charges, expenses and legal costs, incurred by Us or with Our written consent, necessary to investigate, settle or defend a claim or in anticipation of a claim against You; or
- b) the commercial costs for representing You at any Coroner's inquest or any court of summary jurisdiction

**Hovercraft** means a vehicle that is able to travel across both land and water on a fan-forced cushion of air.

**Limit of Liability** means the amount specified as the Limit of Liability in the Policy Schedule.

**Motor Vehicle** means any type of machine on wheels or on self-laid tracks made or intended to be propelled other than by manual or animal power and any trailer made or intended to be drawn by, or attached to, any such machine.

**Occurrence** means an event, which includes continuous or repeated exposure to substantially the same general condition, which results in Personal Injury or Property Damage neither expected nor intended from Your standpoint.

All events or series of events consequent upon or attributable to one source or original cause will be deemed to be one Occurrence.

**Personal Injury** means:

- a) bodily injury, sickness, disease, death;
- b) shock, fright, mental anguish;
- c) false arrest, false imprisonment, wrongful detention, malicious prosecution;
- d) libel, slander, defamation of character, humiliation; or
- e) wrongful eviction, wrongful entry or other invasion of privacy.

**Products** means anything (after it has passed from Your possession or control), including its packaging or container, that was manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, re-supplied or distributed by You or on Your behalf in the course of Your Business, including:

- a) directions, markings, labels, instructions, warnings or advice given or omitted to be given in connection with the thing; and
- b) anything in respect of which You are taken or deemed to be the manufacturer by operation of a law of Australia.

**Products Liability** means Your legal liability to pay damages for an Occurrence caused by an Unknown Defect in Your Products, but excludes Public Liability.

**Property Damage** means physical damage to or physical destruction of or physical loss of tangible property including any resultant loss of use.

**Public Liability** means Your legal liability to pay damages for an Occurrence caused as a result of undertaking Your Business, but excludes Products Liability.

**Registered Insured Item** means any Insured Item and associated Attachments that are registered for public road use and are shown on the Insured Items Schedule forming part of the Policy Schedule.

**Underground Services** means any underground pipes, ductwork, mains, wires, fibre optic and/or other cables, conduits and their supports.

**Unknown Defect in Your Products** means:

- a) a defect in, or the harmful nature of Your Products; or
- b) a defect or deficiency in any direction, instructions or advice provided by You concerning the use or storage of Your Products; or
- c) a failure by You to provide any direction, instructions or advice concerning the use or storage of Your Products,

that was not known to You, or reasonably suspected by You before Your Products left Your possession or control.

**Used as a Working Tool** means the use of a Registered Insured Item or Motor Vehicle for any function for which it is designed (other than road transport or use or operation primarily as a Motor Vehicle) including use for excavating, digging, shovelling, grading, levelling, bulldozing, drilling, lifting, lowering, suspending, carrying (other than road transport), pumping, spraying, discharging, tipping, crushing, chipping, vacuuming, scraping, mixing other than mixing during road transport), Loading and Unloading and the like including the process of setting up for such operations and reverting from such operative format to travel/transit configuration.

It does not include use for:

- a) transit to or from a work site (other than moving within a work site); or
- b) transport or haulage.

**Watercraft** means any vessel, craft or thing designed to float on or in, or travel on or through, water.

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## WHAT YOU ARE COVERED FOR UNDER SECTION THREE

### Scope of cover

If this Section is operative, We will cover You for the amount You may be held legally liable to pay as compensation in respect of Personal Injury or Property Damage to a third party which first occurs during the Policy Period and is caused by an Occurrence within the Territorial Limit in connection with Your Business.

Where cover applies, We will defend in Your name and on Your behalf any claim seeking compensation against You alleging such Personal Injury and/or Property Damage, even if such claim is groundless, false or fraudulent and We can make such investigation, negotiation and settlement of any claim as We deem expedient. However, We will not pay any compensation or defend any claim after the Limit of Liability has been exhausted.

### Maximum amount payable under Section Three

The maximum amount We will cover You for under Section Three of the Policy in respect of all claims arising out of any one Occurrence is the Limit of Liability. However, the maximum aggregate amount We will pay in total in respect of the Policy Period for all liability arising out of or in any way connected with Your Products is the Limit of Liability.

### Defence Costs

Where cover applies, We will also cover You for Defence Costs in addition to the Limit of Liability. However, if a payment for compensation, to finalise a claim, exceeds the Limit of Liability of the Policy, Our liability to pay Defence Costs shall be limited to such proportion of the Defence Costs as the Limit of Liability bears to the amount actually paid or payable for compensation.

However, with respect to:

- any claim that is subject to the legal jurisdiction of the United States of America or Canada (or any other territory coming within or subject to the jurisdiction of the United States of America or Canada); or
- any liability in respect of Personal Injury and/or Property Damage occurring in the United States of America or Canada (or any other territory coming within or subject to the jurisdiction of the United States of America or Canada),

Defence Costs are included within the Limit of Liability and are not payable by Us in addition to the Limit of Liability.

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## SECTION THREE – AUTOMATIC EXTENSIONS

If this Section is operative, We automatically give cover under the following Automatic Extensions.

### 1. Cross Liability

Where there is more than one legal entity forming part of You, each of You will be considered as a separate and distinct entity and cover under the Policy will apply to each of You as if a separate policy had been issued to each of You provided that the Limit of Liability always applies to all of You combined and not for each of You separately.

However, nothing in this Extension clause will increase the Limit of Liability or Excess.

### 2. First Aid Expenses

Where We are covering You, or would cover You if a claim were made against You for Personal Injury, We will also cover You for the expenses reasonably incurred by You for first aid given to others at the time such Personal Injury first occurs.

### 3. Property In Your Physical or Legal Possession or Control (Care, Custody & Control)

Regardless of Exclusion 12(c) applicable to Section Three of the Policy, We will cover You, under Section Three of the Policy, for Your legal liability to pay compensation in respect of Property Damage to any property not belonging to You or the Operator that is in Your or the Operator's physical or legal possession or control, other than when such property is being lifted, lowered or suspended from any item whatsoever, which first occurs during the Policy Period and is caused by an Occurrence within the Territorial Limit in connection with Your Business.

Our maximum liability under this Extension shall not exceed \$250,000 in the aggregate for the Policy Period.

### 4. Vibration and Removal of Support

Regardless of Exclusion 25 applicable to Section Three of the Policy, We will cover You for Your legal liability to pay compensation in respect of Property Damage first occurring during the Policy Period that is caused by an Occurrence within the Territorial Limit in connection with Your Business in connection with:

- a) vibration; or
- b) removal or weakening of, or interference with support to land, buildings or any other property.

Our maximum liability under this Extension shall not exceed \$1,000,000 in the aggregate for the Policy Period.

## EXCLUSIONS APPLICABLE TO SECTION THREE

In addition to the Exclusions Applicable to All Sections, Section Three of the Policy does not cover any:

### 1. Aircraft Products

liability caused by, arising out of, in connection with or in respect of Your Products that are incorporated into the structure, machinery or control of any Aircraft with Your knowledge.

### 2. Assault or battery

liability caused by, arising out of, in connection with or in respect of any assault or battery committed by You or at Your direction, unless it was committed for the purpose of preventing or eliminating Personal Injury and/or Property Damage.

### 3. Cranes

liability caused by, arising out of, in connection with or in respect of the operation of a crane that is in an unsafe condition, or where all laws, bylaws, regulations and recognised standards for the operation of the crane or for safety of persons or property, in the relevant State or Territory, have not been observed.

### 4. Defamation

liability caused by or arising out of, in connection with or in respect of the publication of defamatory or disparaging material and/or the utterance of defamatory or disparaging statements:

- made before the commencement of the Policy Period;
- made by You, or at Your direction, with knowledge of its falsity; or
- if You are in the business of publishing, advertising, broadcasting or telecasting.

### 5. Discrimination and Harassment

liability caused by, arising out of, in connection with or in respect of any discrimination or harassment in violation of any applicable legislation.

### 6. Exports to USA and/or Canada

liability caused by, arising out of, in connection with or in respect of any Products exported to the United States of America or Canada (or any other territory coming within or subject to the jurisdiction of the courts of the United States of America or Canada) with Your knowledge.

### 7. Foreign Non-admitted Cover

liability under the law of any country, state or territory (outside the Commonwealth of Australia) that requires such liability to be insured or secured with an insurer or organisation licensed in that country, state or territory to grant such insurance or security.

### 8. Motor Vehicle

liability:

- caused by, arising out of, in connection with or in respect of Personal Injury, which is insured under any compulsory statutory insurance or scheme or accident compensation insurance or scheme, or would have been so insured but for the failure to:
  - insure or register the Motor Vehicle;
  - lodge a claim; or
  - comply with any term or condition of any such scheme; or
- in connection with or in respect of Property Damage caused by, arising out of, in connection with or in respect of the ownership, use or operation by You or on Your behalf of any Motor Vehicle that is required by law to be registered or to have compulsory statutory third party bodily injury insurance. If indemnity is not available under any other insurance or fund, this exclusion 8 b) will not apply to Your liability in respect of Property Damage:
  - arising from the actual Loading and Unloading, delivery or collection of goods from a Motor Vehicle; or
  - arising when a Motor Vehicle is Used as a Working Tool at Your premises or at any site where You are working, provided that no cover is available when the Motor Vehicle is:
    - travelling to or from a location where it is/ was to be Used as a Working Tool; or
    - used only for the transportation or haulage of goods.

### 9. Product Recall and Repair

liability:

- for the cost of recall, withdrawal from sale, inspection, repair or replacement of Your Products;
- for the cost of investigation into the cause of any defect in Your Products; or
- caused by, arising out of, in connection with or in respect of the loss of use of Your Products.

## 10. Professional Liability

liability caused by, arising out of, in connection with or in respect of the rendering of or failure to render professional advice or service, given for a fee, by or on behalf of You or any error or omission connected therewith.

This exclusion does not apply to the rendering of or failure to render professional medical advice or treatment provided by any Registered Health Professional employed or engaged by You to provide first aid or Health Care for Your employees on Your premises.

For the purpose of this exclusion, the terms Health Care and Registered Health Professional have the same meanings as defined under the Medical Indemnity (Prudential Supervision and Products Standards) Act 2003 (Cth).

## 11. Property Damage to Your Products

liability in respect of Property Damage to Your Products if such Property Damage is attributable to any defect in or harmful nature or unsuitability of Your Products.

## 12. Property in Your Physical or Legal Possession or Control

liability caused by, arising out of, in connection with or in respect of Property Damage to:

- a) any property while being lifted, lowered or suspended by or from any item whatsoever; or
- b) any other property belonging to You or the Operator; or
- c) any property not belonging to You or the Operator that is in Your or the Operator's physical or legal possession or control.

However, We will not treat Your employees' or visitors' vehicles including their contents while contained within a car park owned, operated or provided by You, as property in Your physical or legal possession or control.

## 13. Watercraft Liability

- a) liability caused by, arising out of, in connection with or in respect of the ownership, use or operation by or on behalf of You of any Watercraft greater than eight metres in length, except whilst stored on land; or
- b) liability in respect of Property Damage to Watercraft in Your physical or legal possession or control, where the Watercraft is greater than eight metres in length, except whilst stored on land.

Provided that, the maximum amount We will pay for the liability of all the parties We are covering in respect of all Property Damage, first occurring during the Policy Period to Watercraft greater than eight metres in Your physical or legal possession or control, shall be \$100,000.

## 14. Aircraft and Hovercraft

liability caused by, arising out of, in connection with or in respect of:

- a) the ownership, possession, maintenance, repair, operation or use by You or on Your behalf; or
- b) any of Your Products which are incorporated into the structure, machinery or controls,

of any Aircraft or Hovercraft.

## 15. Asbestos

liability caused by, arising out of, in connection with or in respect of the use or presence of asbestos.

## 16. Assumed Liability and Waiver

liability:

- a) assumed by You under any warranty, guarantee, contract or agreement. This exclusion a) does not apply to:
  - i) liability assumed by You under any lease of real or personal property or premises, other than any liability arising from Your failure to effect material damage insurance as required under such lease;
  - ii) liability assumed by You under a warranty of fitness or quality as regards Your Products; or
  - iii) liability that would have attached to You in the absence of such warranty, guarantee, contract or agreement; or
- b) in respect of which You would have been entitled to recover damages or seek contribution from another party but for Your agreement to release or waive recovery rights against such party for the whole or part of such liability.

This exclusion does not apply in respect of any liability assumed from or recovery rights waived against the other contracting party(ies) under any Covered Contracts.

## 17. Dangerous Goods

liability caused by, arising out of, in connection with or in respect of any Dangerous Goods transported or carried by or on behalf of You.

## 18. Employer's Liability / Workers Compensation

liability in respect of Personal Injury to any of Your workers or employees or any person deemed to be Your worker or employee under the relevant workers' compensation law [other than any person of whom You are deemed employer by reason only of Section 175 of the Workers Compensation and Injury Management Act 1981 (WA)]. This exclusion does not apply to any liability in respect of Personal Injury:

- a) to any person who is not deemed to be Your worker or employee under the relevant workers' compensation law;
- b) which is not covered under any insurance, scheme or fund You are required by law to effect, establish or fund; or
- c) where You have not effected, established or funded such an insurance, scheme or fund, which would not have been covered under any insurance, scheme or fund You are required by law to so insure or fund had You complied with such requirement.

## 19. Faulty Workmanship

liability to perform, complete, repair or rectify any work undertaken by or on behalf of You, or to pay the cost of performing, completing, repairing or rectifying such work.

## 20. Fines, Penalties and Certain Damages

liability in connection with any:

- a) fines or penalties;
- b) aggravated, punitive and/or exemplary damages or any multiplication of compensatory damages or awards; or
- c) liquidated damages.

## 21. Insured Items

liability for the cost of repairing or replacing any of the Insured Items.

## 21. Loss of Use of Property

liability in connection with or in respect of any loss of use of property that has not been physically damaged, lost or destroyed, caused by or arising out of:

- a) a delay in, or lack of, performance, by or on behalf of You, of any contract or agreement; or
- b) the failure of Your Products to meet any warranties or representations as to performance, fitness, quality or durability.

## 23. Pollution Liability

liability:

- a) in connection with or in respect of the cost of preventing discharge, dispersal, release or escape of Pollutants;
- b) caused by, arising out of, in connection with or in respect of any discharge, dispersal, release or escape of Pollutants; or
- c) in connection with or in respect of the cost of testing, monitoring, containing, removing, cleaning up or neutralising Pollutants.

Exclusions 23 b) and 23 c) shall not apply where discharge, dispersal, release or escape of Pollutants is caused by a sudden, identifiable, accidental, unexpected and unintended happening outside the United States of America or Canada (or any state or territory administered by or coming within the legal jurisdiction of the United States of America or Canada) and which takes place in its entirety at a specific time and place.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

## Underground Services

liability in respect of Property Damage to any Underground Services. This exclusion does not apply if You took the following precautions prior to any digging or excavation:

- a) obtained written details or plans of the position of any Underground Services from the relevant authority, owner or user;
- b) used such details or plans, taking adequate care, to locate the position of any Underground Services; and
- c) took adequate care when working around or near any Underground Services to avoid contact or impact with the Underground Services. Adequate care includes, where possible, following relevant State guidelines on safe work practice in that State.

## Vibration and Removal of Support

liability for Property Damage in connection with:

- a) vibration; or
- b) removal and/or weakening of, or interference with, support to land, buildings or any other property.

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## SECTION THREE – OPTIONAL EXTENSIONS

Provided this Section is operative, the Extension below is operative only if specified in the Policy Schedule as “Covered”.

The terms, conditions, exclusions and definitions of the Policy apply to the Extension except as expressly amended by the Extension.

### 1. Property In Your Physical or Legal Possession or Control (Care, Custody & Control) – Increased Sub limit

Section Three Automatic Extension 3 Property In Your Physical or Legal Possession or Control (Care, Custody & Control) is deleted and replaced with the following:

*“Regardless of Exclusion 12(c) applicable to Section Three of the Policy, We will cover You, under Section Three of the Policy, for Your legal liability to pay compensation in respect of Property Damage to any property not belonging to You or the Operator that is in Your or the Operator’s physical or legal possession or control, other than when such property is being lifted, lowered or suspended from any item whatsoever, which first occurs during the Policy Period and is caused by an Occurrence within in the Territorial Limits in connection with Your Business.*

*Our maximum liability under this Extension shall not exceed in the aggregate for the Policy Period:*

- a) the amount specified in the Policy Schedule as the sub-limit for Care, Custody & Control Extension; or*
- b) \$250,000,*

*whichever is the greater.”*

### 2. Vibration and Removal of Support – Increased Sub limit

Section Three Automatic Extension 4 Vibration and Removal of Support is deleted and replaced with the following:

*“Regardless of Exclusion 25 applicable to Section Three of the Policy, We will cover You for Your legal liability to pay compensation in respect of Property Damage first occurring during the Policy Period in connection with:*

- a) vibration; or*
- b) removal or weakening of, or interference with, support to land, buildings or any other property.*

*Our maximum liability under this Extension shall not exceed in the aggregate for the Policy Period the amount specified in the Policy Schedule as the sub-limit for Vibration and Removal of Support Extension.”*

# CLAIMS AND REPAIRS PROCEDURES

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## CLAIMS AND REPAIR PROCEDURES – WHAT YOU MUST DO

### Claims and Repair Procedures

In the event of any incident which might give rise to a claim under the Policy, You must:

- notify Us immediately and provide to Us full details in writing as soon as possible after the happening of any accident or Occurrence, which may become the subject of a claim under the Policy. We may also ask You to complete a claim form;
- notify the police immediately if Your Insured Item or any of Your property is stolen or maliciously or intentionally damaged;
- supply Us with all information and documentary evidence We require to settle or defend the claim;
- preserve any parts damaged and make those parts available for inspection by Us or Our representative;
- notify Us of any other insurance covering the same loss, damage or liability;
- co-operate with Us fully in any action We take if We have a right to recover any money payable under the Policy from any other person;
- send to Us immediately any letter or communication from other parties;
- tell Us immediately of any notice of impending prosecution or details of any inquest or official inquiry; and
- give all information and assistance We may require to handle any claim that You make under the Policy.

Please notify SURA Plant and Equipment claims at the contact details below:

Level 14, 141 Walker Street  
North Sydney NSW 2060  
PO Box 1813 North Sydney 2059  
T: 02 9930 9580  
Email: [plantclaims@sura.com.au](mailto:plantclaims@sura.com.au)

Other than as provided for in Automatic Extension – Expediting Costs under Section One, You must give Us or Our representatives an opportunity to inspect any Insured Damage before any repairs or alterations are effected.

Insurance cover will cease for any Insured Item which has sustained damage and where it is operated without being properly repaired.

On the happening of any event which is likely to give rise to a claim under the Policy, You must, with due diligence, do and concur in doing, and permit to be done, all things which may be reasonably practicable to minimise any interruption of or interference with the Business, or to avoid or diminish the loss, and in the event of a claim being made, You must no later than three (3) days after the expiry of the Indemnity Period, or within such further time as We in writing allow, at Your own expense, deliver to Us in writing a statement setting out the particulars of Your claim, together with details of all other insurances covering the Insured Damage or any part of it, or indirect loss or damage of any kind resulting from it. We will not pay for any loss or damage that is not directly associated with the incident that caused You to claim, unless expressly stated in the Policy.

If an Insured Item is classed as a total loss, We will pay out according to the cover provided by the Policy and will retain all rights to the Insured Item and its salvage value.

### What You must not do

In the event of an incident that may give rise to a claim, You must NOT, without Our written consent;

- make any admission of guilt or promise or offer of payment;
- incur any costs or expenses in respect of any right or claim which may be the subject of a claim by You against Us under the Policy; or
- authorise repairs to Your Insured Item.

However You may authorise the fitting of an identical replacement Windscreen or window glass.

### What We do

We may:

- take over and conduct the defence or settlement of any claim on Your behalf; and/ or
- issue legal proceedings for recovery of any amount We may pay to You or on Your behalf.

If We do this, We will do it in Your name. We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving Us any statements, documents or assistance We require. This may include giving evidence in any legal proceedings.

### What can affect a claim

We will reduce the amount of a claim by the applicable Excess shown in the Policy terms and conditions or on the Policy Schedule. We may refuse, or reduce the amount We pay in respect of, a claim if You are in breach of Your Duty of Disclosure or any of the conditions of the Policy, including any Endorsements noted on or attached to the Policy Schedule. We pay only once for loss or damage from the same event covered by the Policy even if it is covered under more than one Section of the Policy. We may be entitled to refuse to pay or to reduce the amount of a claim if:

- it is in any way fraudulent; or
- any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefits under the Policy.

SURA Plant and Equipment Pty Ltd  
ABN 85 087 238 837 is an Authorised  
Representative of  
SURA Pty Ltd ABN 36 115 672 350  
AFSL 294313

Thank you for receiving this  
document electronically.

SURA Plant and Equipment Pty Ltd  
supports positive initiatives for  
our environment.

# S U R A

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MELBOURNE VIC 3000  
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**SOUTH AUSTRALIA AND  
NORTHERN TERRITORY**

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