SURA CONSTRUCTION



Heavy Plant

Policy Wording

Contents

PART 1 – IMPORTANT INFORMATION 3

About this Document 3
What You Need to Read and Understand 3
About SURA Construction 3
About the Insurer 4
Your Duty of Disclosure 4
General Insurance Code of Practice 6
Goods and Services Tax (GST) 6
Privacy Statement 7
Several Liability 8
Sanctions 9
How to Make a Claim 9
Cancellation Rights 9
Average/Underinsurance 9
When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim 10
- Our rights regarding the operation of or breach of a term of the Policy 10
- If You do not comply with or meet any Policy term 10
- Terms allowing Us to refuse to pay or reduce a claim (in whole or part) by reason of an act by You or some other person that occurred after the Policy was entered into 11
- Terms allowing Us to refuse or reduce a claim because of pre-existing defects or imperfections existing before the Policy was entered into 11
- Fraudulent claims 12

Duty of Utmost Good Faith 12
Terms Apply to Extent Enforceable 12
Complaints and Disputes Resolution Process 12
Service of Suit 13
Third Party Beneficiaries 14

PART 2 – POLICY COVER 16

General Definitions 16
General Exclusions 20
General Conditions 26
The Cover 31
Automatic Extensions 31
Optional Extensions 38
Basis of Settlement 43

PART 1 – IMPORTANT INFORMATION

About this Document

This is an important document that must be read carefully before making a decision in relation to this insurance (which is not compulsory). The insurer is responsible for the content of this document.

This document can help You to:

- decide whether this insurance will meet Your needs; and
- compare it with other products You may be considering.

See the General Definitions section on page 16 for details regarding terms that have special meaning. In some cases, a word with special meaning may be defined in a specific part of the Policy.

In this Part 1 – Important Information only, the reference to You and Your is limited to the Named Insured.

What You Need to Read and Understand

This document contains:

- this Part 1 – Important Information section which contains certain important notices, terms and other information;
- Part 2 – Policy Cover which sets out the covers this insurance can provide (subject to eligibility) and the other standard terms and conditions which will apply to the covers (including any applicable limits and exclusions). It includes General Definitions which sets out the special meaning We give to certain words used in the Policy. Other words may be specially defined in a Policy section, term or condition.

If We issue You with a Policy, You will be given a Policy Schedule. The Policy Schedule sets out certain additional terms applicable to Your Policy and other matters specific to You such as the cover You have been issued and the Policy sums insured and Limits of Liability.

The Policy Schedule must be read together with this document and any other documents We agree with You will form part of the Policy that We issue. Where We agree, documents other than this document and the Policy Schedule will form part of the Policy (often called Endorsements), any such documents will be dated and will include a statement identifying them as part of the Policy.

Together they form Your Policy/contract with Us. These are all important documents and should be carefully read together and kept in a safe place for future reference.

About SURA Construction

SURA Construction Pty Ltd ABN 35 147 580 756 (SURA Construction) has developed this Heavy Plant Insurance which is underwritten by the Insurer (referred to in this document as We, Our and Us or Insurer) referred to below.

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

In providing any financial services, SURA Construction acts as an Authorised Representative (AR No. 419873) of SURA Pty Ltd, ABN 36 115 672 350 AFSL 294 313.

Our contact details are:
Level 14, 141 Walker Street
North Sydney NSW 2060
PO Box 1813 North Sydney 2059
Telephone: (02) 9930 9500

About the Insurer

This insurance is underwritten by Certain Underwriters at Lloyd's.

You or Your representatives can obtain further details of the syndicate numbers and the proportions of this insurance for which each of the Underwriters at Lloyd's is liable by requesting them from Us. In the event of loss, each Underwriter (and their Executors and Administrators) is only liable for their own share of the loss.

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

Lloyd's contact details are:
Lloyd's Australia Limited
PO Box R1745 Royal Exchange NSW 1225
Telephone: (02) 8298 0700

Your Duty of Disclosure

Before the contracting insured enters into an insurance contract (referred to as You and Your in this notice), You have a duty to tell Us of anything that You know, or could reasonably be expected to know, which may affect Our decision to insure You and on what terms. You have this duty until We agree to insure You.

You have the same duty before You renew, extend, vary, or reinstate an insurance contract.

You do not need to tell Us anything that:

- reduces the risk We insure You for;
- is of common knowledge;
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

If You do not tell Us something

If You fail with Your Duty of Disclosure, and We would not have entered into the contract, for the same premium and on the same terms and conditions, had the failure not occurred, We may, subject to applicable law:

- be entitled to cancel Your contract or reduce the amount We will pay You if You make a claim, or both; or
- if Your failure to tell Us is fraudulent, refuse to pay a claim and treat the contract as if it never existed.

Subject to applicable law or unless We state otherwise, a breach of the duty by one insured affects all insureds in these ways.

Avoiding misrepresentations

Under the Insurance Contracts Act 1984 (Cth) if You make a misrepresentation to Us before the insurance contract is entered into (this includes before each renewal, extension, variation, replacement or reinstatement of an insurance contract) and We would not have entered into the contract, for the same premium and on the same terms and conditions, had the misrepresentation not occurred, We may, subject to applicable law:

- be entitled to cancel Your contract or reduce the amount We will pay You if You make a claim, or both; or
- if Your misrepresentation was fraudulent, refuse to pay a claim and treat the contract as if it never existed.

Subject to applicable law or unless We state otherwise, a breach of the duty by one insured affects all insureds in these ways.

A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth. For example, a statement of fact that is not true, a statement of opinion that is not the subject of an honestly held belief or a statement of intent that never existed at the time provided. We will not treat something as a misrepresentation merely because You failed to answer a question or gave an obviously incomplete or irrelevant answer to a question.

Refer to the Insurance Contracts Act 1984 (Cth) for full details as this is only a summary.

Answering Our questions

Answers to Our questions help Us decide whether to provide You with insurance and if so, on what terms. When answering Our questions:

- take reasonable care to make sure Your answers are true, honest, up to date and complete in all respects. You may breach the duty if You answer without any care as to its truth or if You only guess or suspect the truth. If in doubt, pause the Application and obtain the true facts before answering; and
- if another person is answering for You, We will treat their answers as Yours. In such a case, You should check the questions have been answered correctly on Your behalf by them.

Please note that You have obligations beyond these pre-contractual duty of disclosure and avoiding misrepresentation obligations once the contract is entered into, which are set out in the contract terms and applicable law.

Who We cover

The Policy covers the Named Insured as defined in the General Definitions section on page 16. They are the persons who enter into the contract with the Insurer.

The Policy also extends cover to Additional Insureds as defined in the General Definitions. They are third party beneficiaries entitled to access cover by reason of section 48 of the Insurance Contracts Act 1984 (Cth) and not contracting parties.

No insurance is provided in relation to the interest of any persons not specified as being entitled to benefit under the Policy.

For details on the rights and obligations of such third party beneficiaries see Third Party Beneficiaries on page 14.

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice (the Code), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's Australia Limited has adopted the Code on terms agreed with the Insurance Council of Australia.

For further information on the Code, please visit www.codeofpractice.com.au.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code.

For more information on the Code Governance Committee (CGC) go to https://insurancecode.org.au.

Goods and Services Tax (GST)

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.

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. 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 Limit of Liability or the other limits applicable to the Policy, We will only pay the GST (less Your ITC) applicable to the settlement. This means that if these amounts are not sufficient to cover the whole claim, 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.

GST and ITC have the same meaning as given to those words or expressions in A New Tax System (Goods and Services Tax) Act 1999 (Cth) and related or similar legislation, including any amendments to, delegated legislation thereof, or successor legislation (as applicable).

Privacy Statement

In this Privacy Statement the use of We, Our or Us means SURA 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 that 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:

a) whether the information or opinion is true or not;

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

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

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

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

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

We disclose personal information to other parties and service providers whom We believe are necessary to assist Us and them in providing the relevant services and/or products. For example, in handling claims, We may have to disclose Your personal information to other parties and service providers such as Our claim management partner, other insurers, reinsurers, loss adjusters, external claims data collectors, investigators and agents, facilitators, assessors or other parties as required by law. We will limit the use and disclosure of any personal information provided by Us to them to the specific purpose for which We supplied it.

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

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

Several Liability

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in the Policy Schedule.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with any other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various parts in this clause to this contract in the singular, where the circumstances so require this should be read as a reference to contracts in the plural. The insurers named hereon bind themselves each and for their own part and not one for another.

Each insurer's liability under this contract shall not exceed that percentage or amount of the risk shown against that insurer's name.

Sanctions

We shall not be deemed to provide cover and We shall not be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us, Our parent company or Our ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the Commonwealth of Australia, United Kingdom or the United States of America.

How to Make a Claim

To make a claim, contact SURA Construction by email claims@sura.com.au or by phone on (02) 9930 9500. Details about making a claim are shown in the Policy wording under Claims on pages 29 and 30.

You will need to read this Policy wording, the Policy Schedule, and any Endorsement applicable to Your Policy for a full description of the features and benefits of the Policy.

Cancellation Rights

You and We have cancellation rights see page 27.

Average/Underinsurance

In the event of loss or damage covered by this Policy, if it is found that the Declared Value for Mobile Machinery and Equipment or Employee Tools, or the Declared Value for Pre-Existing Property, is less than 80% of the actual sum required to reinstate in accordance with the terms of this Policy, then average will apply and the amount that We will be required to pay will be reduced in the same proportion that 80% of the actual sum required represents to the Declared Value.

When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim

We may only ever refuse to pay or reduce the amount We pay under a claim to the extent permitted by applicable law.

The situations in which We may refuse to pay or reduce the amount We pay under a claim under the Policy (to the extent permitted by applicable law) include (but are not limited to):

- when You apply for cover (this includes new business, variations and renewals) and You do not comply with Your Duty of Disclosure or obligations not to make a misrepresentation; or
- if You do not comply with or meet a term or condition or We can rely on an exclusion or other limitation (All referred to as terms when used in the Policy) – See Our rights regarding the operation of or breach of a term of the Policy;
- if You make a fraudulent claim – See Fraudulent claims for more detail;
- where You have not or are not acting in accordance with Your duty of utmost good faith under the Insurance Contracts Act 1984 (Cth) – See Duty of Utmost Good faith for more detail.

We may also have cancellation rights in the above circumstances to the extent permitted by applicable law.

Subject to applicable law, the amount of any claim entitlement can also be affected and/or reduced by other things, including any limits (e.g. monetary or time limits) or Excess(es), any outstanding Premium and recoveries You or We might make relevant to a loss as set out in the Policy terms.

See Our rights regarding the operation of or breach of a term of the Policy for more detail.

Our rights regarding the operation of or breach of a term of the Policy

We will only rely on any rights We have regarding the operation of or breach of a term of the Policy to the extent permitted by applicable law (including Our right to refuse or reduce a claim noted above). The law can be complex and We provide a high-level summary below of some key examples on how the Insurance Contracts Act 1984 (Cth) may affect matters depending on the circumstances. To the extent of any inconsistency the Insurance Contracts Act 1984 (Cth) will prevail.

Other laws can apply beyond the Insurance Contracts Act 1984 (Cth) such as the Corporations Act 2001 (Cth) and the Australian Securities and Investment Commissions Act 2001 (Cth) and You need to seek Your own advice regarding all relevant legal rights You may have.

If You do not comply with or meet any Policy term

We will only rely on any rights We have regarding the operation of or breach of a term of the Policy to the extent permitted by law (including Our right to refuse or reduce a claim noted above). You need to seek Your own advice regarding all relevant legal rights You may have.

Terms allowing Us to refuse to pay or reduce a claim (in whole or part) by reason of an act by You or some other person that occurred after the Policy was entered into

Subject to Our rights in relation to fraudulent claims explained below, by reason of section 54 of the Insurance Contracts Act 1984 (Cth), where the effect of the Policy (this includes all terms or conditions, including any exclusion or other limitation) is to allow Us to refuse to pay or reduce a claim (in whole or part) by reason of an act by You or some other person that occurred after the Policy was entered into, We will exercise Our rights under the Policy as explained below.

(Refer to the Insurance Contracts Act 1984 (Cth) for full details.)

Under section 54, an act by You or some other person includes an omission and inaction and an act or omission that has the effect of altering the state or condition of the subject-matter of the Policy or of allowing the state or condition of that subject-matter to alter.

How We exercise Our rights where section 54 applies (unless there is a fraudulent claim)

- Where:
  - the act was necessary to protect the safety of a person or to preserve property;
  - it was not reasonably possible for You or the other person not to do the act; or
  - You prove no part of the loss that gave rise to the claim was caused by the act,

  We will not refuse to pay or reduce the claim by reason only of that act.
- Where the act:
  - could not reasonably be regarded as being capable of causing or contributing to a loss in respect of which insurance cover is provided by the Policy; or
  - could reasonably be regarded as being capable of causing or contributing to a loss in respect of which insurance cover is provided by the Policy but You prove that some part of the loss that gave rise to the claim was not caused by the act, so far as the claim concerns that part of the loss,

  We may not refuse to pay or reduce the claim by reason only of that act, but We can reduce Our liability in respect of the claim by an amount that fairly represents the extent to which Our interests were prejudiced as a result of that act.
- Otherwise, where the act could reasonably be regarded as being capable of causing or contributing to a loss in respect of which insurance cover is provided by the Policy, We may refuse to pay the claim.

(Refer to the Insurance Contracts Act 1984 (Cth) for full details.)

Terms allowing Us to refuse or reduce a claim because of pre-existing defects or imperfections existing before the Policy was entered into

Only where section 46 of the Insurance Contracts Act 1984 (Cth) is applicable to the Policy:

- where a claim is made in respect of a loss that occurred as a result, in whole or in part, of a defect or imperfection in a thing; and
- at the time when the contract was entered into You were not aware of, and a reasonable person in the circumstances could not be expected to have been aware of, the defect or imperfection,

We may not rely on any provision included in the Policy that has the effect of limiting or excluding Our liability under the Policy by reference to the condition, at a time before the Policy was entered into, of the thing. This does not apply if the Policy is in an excluded class to which section 46 does not apply.

(Refer to the Insurance Contracts Act 1984 (Cth) for full details.)

Fraudulent claims

In all cases, where a claim is made fraudulently under:

- the Policy; or
- the Insurance Contracts Act 1984 (Cth) against Us by a person who is not You,

We may refuse payment of the claim to the extent permitted by applicable law. Under section 56(2) of the Insurance Contracts Act 1984 (Cth) a court may, if only a minimal or insignificant part of the claim is made fraudulently and non-payment of the remainder of the claim would be harsh and unfair, order Us to pay, in relation to the claim, such amount (if any) as is just and equitable in the circumstances.

(Refer to the Insurance Contracts Act 1984 (Cth) for full details.)

Duty of Utmost Good Faith

The following can also (where applicable) affect Our and Your rights and obligations regarding the operation of, reliance on, or breach of a term of the Policy:

- section 13 of the Insurance Contracts Act 1984 (Cth) requires each party to the Policy to act towards the other party, in respect of any matter arising under or in relation to it, with the utmost good faith.
- section 14 of the Insurance Contracts Act 1984 (Cth) provides that if reliance by a party to the Policy on a provision of the Policy would be to fail to act with the utmost good faith, the party may not rely on the provision.

(Refer to the Insurance Contracts Act 1984 (Cth) for full details.)

Terms Apply to Extent Enforceable

A term (or part of a term) of the Policy will be applied to the extent is not unenforceable under applicable law.

Complaints and Disputes Resolution Process

Internal Dispute Resolution process

If you have any concerns or wish to make a complaint in relation to the Policy, Our services or your insurance claim, please let Us know and We will attempt to resolve your concerns in accordance with Our Internal Dispute Resolution procedure. Please contact SURA Construction in the first instance:

Complaints Officer
SURA Construction
Level 14, 141 Walker Street
North Sydney NSW 2060
Telephone: (02) 9930 9500
Email: IDR@SURA.com.au

We will acknowledge receipt of your complaint and do Our utmost to resolve the complaint to your satisfaction within 10 business days.

If We cannot resolve your complaint to your satisfaction, We will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited
PO Box R1745 Royal Exchange NSW 1225
Email: idraustralia@lloyds.com
Telephone: (02) 8298 0700

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001
Telephone: 1800 931 678
Email: info@afca.org.au
Website: www.afca.org.au

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

Service of Suit

In accepting this insurance, We agree that:

a) if a dispute arises under the Policy, the Policy will be subject to Australian law and practice and We will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

b) any summons to be served upon Us may be served upon:

Lloyd's Underwriters' General Representative in Australia
PO Box R1745 Royal Exchange NSW 1225
Email: serviceofsuitaus@lloyds.com

who has authority to accept service on Our behalf;

c) if a suit is instituted against any of the insurers, all insurers participating in the Policy will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this insurance notice should be given as soon as possible to:

SURA Construction
Level 14, 141 Walker Street
North Sydney NSW 2060
Telephone: (02) 9930 9500
Email: IDR@SURA.com.au

Third Party Beneficiaries

The contracting insureds (Named Insured) and the Insurer are the only parties to the Policy.

No insurance is provided in relation to the interest of any persons not specified as being entitled to benefit under the Policy.

The benefit of the cover under the Policy is extended automatically to Third Party Beneficiaries as defined by reason of the operation of section 48 of the Insurance Contracts Act 1984 (Cth). They are not contracting parties.

Other persons who are not contracting parties to the Policy may be entitled to cover as third party beneficiaries, but only if specified as so entitled and limited only to the extent and interest specified.

The Named Insured must inform Us of the interests of all such third parties (e.g. financiers, lessors) they want to be covered by this insurance and if We agree, We will specify them and the interest to be covered in the Policy Schedule.

Nothing in the Policy is intended to give any such Third Party Beneficiary any right to enforce any term of this Policy which that person would not have had but for the Insurance Contracts Act 1984 (Cth). Their rights and obligations are subject to the operation of the Insurance Contracts Act 1984 (Cth) as it applies to such persons and other applicable law.

Any person entitled to any benefit under the Policy that is not the Named Insured:

- has, in relation to their claim, the same obligations to Us as they would have if they were the Named Insured; and
- may discharge the Named Insured's obligations in relation to the loss, damage or liability.

We also have the same defences to an action by such persons as We would have in an action by the Named Insured including, but not limited to, defences relating to the Named Insured's conduct (whether the conduct occurred before or after the contract was entered into). Any exclusions applying to You also apply to a Third Party Beneficiary claiming under the Policy.

Such persons have no right to cancel or vary the Policy or its cover – only the Named Insured (as the contracting party) and We can do this. If We cancel or vary the Policy or its cover, We do not need to obtain such persons' consent to do so.

We also do not provide any notices in relation to this insurance to such persons as they are not a contracting party to the Policy. We only send notices to the Named Insured which is the only entity We have contractual obligations to under the Policy.

Neither We nor the Named Insured hold anything on trust for, or for the benefit or on behalf of any such persons under this insurance arrangement.

The Named Insured:

- does not act on Our behalf in relation to the insurance;
- is not authorised to provide any financial product advice, recommendations or opinions about the insurance; or
- does not receive any remuneration or other benefits from Us.

Any Third Party Beneficiary needs to read this document and other documents forming the Policy carefully to properly understand the benefits they have access to as non-contracting parties. The insurance cover is subject to the terms, conditions, limitations and exclusions of the Policy.

Any person who may be entitled to a benefit 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 Us or SURA Construction that the benefits are appropriate or useful for any person's needs. Nothing prevents such persons from entering into other arrangements regarding insurance.

In some cases, the Named Insured may specify loss payees We will make payments to (e.g. a financier).

PART 2 – POLICY COVER

The following only apply to the extent relevant and subject to applicable law which may restrict Our rights in certain circumstances. For more detail on these restrictions see When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim.

General Definitions

Some key words and terms used in the Policy have a special meaning that appear below when the word starts with a capital letter in this document. Other words may be specially defined to have a meaning when used in relation to a Policy Section, term or condition.

Accessories, Tools, Spare Parts

The equipment, accessories, tools and spare parts supplied as standard inclusions with the Insured Item when new.

Attachment

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 the unspecified attachments automatic Extensions.

Business

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 that is 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.

Breakdown

The sudden and unforeseen malfunction, failure, impairment, 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

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

The hiring out of an Insured Item by You without an Operator provided by You.

Employee

Any person employed under a contract of service or apprenticeship with You but does not include a consultant, contractor, subcontractor or agent.

Endorsement

Documentary evidence issued by Us of an alteration to the Policy which forms part of the Policy.

Excess means the amount specified in a section or in the Policy Schedule, an automatic Extension, an optional Extension or an Endorsement, which You shall first bear in respect of any claims or losses otherwise payable, before We shall be liable to make any payment under the Policy.

The excess(es) will be advised to the Named Insured before they enter into a Policy with Us.

Extension

An optional Extension or automatic Extension under the Policy, as applicable.

Flood

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; or
g) a dam.

Hired In Item

Any Insured Item, hired in by You, without an Operator, for use in Your Business.

Increased Cost of Working

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.

Indemnity Period

The period beginning when Insured Damage occurs, and ending at the earlier of:

a) the period specified in the Policy Schedule; or
b) the date on which the results of the Business are no longer affected by the Insured Damage.

Insured Damage

Accidental sudden and unforeseen physical loss, theft or destruction of, or damage to an Insured Item.

Insured Item

Any item and its Attachments listed in the Insured Items schedule of the Policy Schedule including its Accessories, Tools, Spare Parts and signwriting.

Loading and Unloading

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

Any organisation other than subsidiary companies (or their subsidiaries) whose activities and decision-making are directly controlled and managed by the Named Insured in the Policy Schedule.

Market Value

The cost to buy an item of the same or equivalent age, condition, model and make as the Insured Item, including any signwriting applied to the Insured Item.

Named Insured

The company or person(s) stated as such in the Policy Schedule. They are the contracting insured(s).

Operator

Any person operating, driving or in charge of the Insured Item.

Policy

The contract of insurance between the Insurer and the Named Insured, consisting of this document (except to the extent part of it is expressly excluded), the Policy Schedule and any other documents We agree with the Named Insured will form part of the Policy that We issue.

Policy Period

The period of time between the dates shown on the Policy Schedule unless the Policy ends earlier in accordance with its terms or law, in which case the Policy Period ends at that earlier time.

Policy Schedule

The document issued by Us and entitled as such, setting out the particular variable terms including Premiums, Excess(es), Declared Values, Contract Values and limits of the Policy.

Premium

The amount of money that is charged for insurance cover under this Policy including all statutory charges, levies and taxes.

Revenue

The money received by You in the conduct of Your Business, during the 12-month period immediately before the 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

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, the Extension or the Endorsement as relevant.

Territorial Limit

The Commonwealth of Australia, including Australian Coastal waters.

Terrorism

An ideologically motivated act or acts or threat of action, or an act in pursuit of political, religious, ideological, or similar purposes to influence or intimidate the public or a section of the public or any government de jure or de facto of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any group(s), organisation(s) or government(s) de jure or de facto, and which:

a) involves the use of violence or force or threat of violence or force against one or more persons;
b) involves damage to property;
c) endangers life other than that of the person(s) committing the action;
d) creates a risk to health or safety of the public or a section of the public; or
e) is designed to interfere with or disrupt an electronic system.

Third Party Beneficiary/ies

Persons who are not contracting parties to the Policy but to whom the benefit of cover is extended by reason of section 48 of the Insurance Contracts Act 1984 (Cth) that:

a) are expressly specified in the Policy as a person or type of person to which the benefit of cover is extended; or
b) are listed in the Schedule as Third Party Beneficiaries,

unless otherwise excluded, but only to the extent of their interest specified. See Third Party Interests notice for details on the rights and obligations of third party beneficiaries.

Time Excess

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.

Total Loss

Insured Damage to an Insured Item that is beyond economical repair.

We/Us/Our

the insurer acting through its agent SURA Construction.

Watercraft

Any vessel, craft or thing made or intended to float on or in or travel on or through water.

Windscreen

The sheet of flat or curved glass that forms a front, side, back or top window of an Insured Item.

You/Your

a) the entity named as the Named Insured in the Policy Schedule; and
b) all subsidiary companies (and their subsidiaries) of the Named Insured in the Policy Schedule and any Managed Organisation(s), existing at the commencement of the Policy Period, but only while they continue to be subsidiary companies (and their subsidiaries) of the Named Insured in the Policy Schedule.

General Exclusions

The following only apply to the extent relevant and subject to applicable law which may restrict Our rights in certain circumstances. For more detail on these restrictions see When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim.

We will not insure You against 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 a claim arising from:

Acts of directors

Insured Damage caused by or contributed to by theft or other criminal act by You or any of Your partners or directors.

Alterations and additions

the cost of any alterations, additions or improvements carried out to an Insured Item not declared to, nor agreed to by Us.

Attachments

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.

Communicable Disease

any loss, damage, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence.

For the purpose of this exclusion Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
c) the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

Concrete agitators

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.

Cranes

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:
   i) in contravention of any applicable statutory requirement, with Your knowledge or the knowledge of any of Your agents or Employees;
   ii) who was untrained or unqualified to operate the lifting device; or

b) loaded in excess of the safe working load specified by any relevant statutory authority or manufacturer's specification and this contributed to the Insured Damage; or

c) not used in compliance with the relevant Australian standard current at the time of the happening of Insured Damage and this contributed to the Insured Damage.

Cyber and Data

any:

a) Cyber Loss;

b) loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence.

Definitions for the purpose of this exclusion:

Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident means:

a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by You or any other party.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Dry Hire

Insured Damage to any Insured Item whilst on Dry Hire, except to the extent provided under the Dry Hire automatic Extension.

Failure of Electronic Technology

a) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation 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.

For the purposes of this exclusion: Electronic Data means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation, or, processing by electronic or electromechanical data processing or electronically controlled equipment.

Software means programs, procedures and routines associated with the operation of electronic or electromechanical data processing or electronically controlled equipment, including any operating system.

Faults or defects

Insured Damage due to faults or defects known to You or any of Your Employees at or before the time the Named Insured enters into the Policy that were not disclosed to and accepted by Us.

Indirect Loss

indirect loss or damage of any kind or description whatsoever unless expressly stated otherwise in the Policy.

Legal liability

legal liability of any kind.

Manufacturers guidelines

Insured Damage to any Insured Item which is or has been operated contrary to the manufacturer's guidelines and this contributed to the Insured Damage.

Prototypes

Insured Damage to an Insured Item that:

a) is a prototype or undergoing development; or

b) has not been fully commissioned as a fully operational item.

Provisional repairs

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 expediting costs automatic Extension.

Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons

or expense directly or indirectly caused by or contributed to by or arising from:

a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;

d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;

e) any chemical, biological, bio-chemical, or electromagnetic weapon,

however this exclusion will not apply to physical loss of or damage arising from the use of commercial radioactive isotopes.

Recovery of equipment

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.

Repairs or replacement

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;

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.

Repairs or replacement: incorporated part

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 the repair or replacement exclusions a) to c) as a result of a failure, damage, destruction, explosion or bursting referred to in the repair or replacement exclusions a) to c).

We will cover Insured Damage caused or resulting to any part of the Insured Item other than those parts referred to in this exclusion by reason of a failure, damage, destruction, explosion or bursting referred to in this exclusion.

Ropes

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.

Terrorism

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

Testing

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 and this contributed to the Insured Damage.

Tidal water damage

Insured Damage to any Insured Item due to its total or partial immersion in tidal waters. However, this exclusion does not apply to Insured Damage caused by Flood.

Tyres

any damage to tyres of an Insured Item caused by application of brakes or by road cuts, punctures or bursts not arising from Insured Damage.

Unauthorised, unlicensed or untrained persons

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. However, this exclusion will not apply where the Insured Item has been stolen by a person without Your knowledge or consent.

Underground

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:

   i) an open pit regardless of whether or not the bottom of the pit is below ground or sea level; or

   ii) in a completed or partially completed structure, which provides a completed support structure above the working area.

Unroadworthy condition

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.

War

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.

Watercraft

Insured Damage to any Insured Item which is located and/or operated on any Watercraft, including whilst undergoing any Loading and Unloading operations.

Wear and tear

Insured Damage caused by or due to wear and tear, corrosion, oxidisation, or deterioration due to lack of use or atmospheric conditions.

General Conditions

The following only apply to the extent relevant and subject to applicable law which may restrict Our rights in certain circumstances. For more detail on these restrictions see When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim.

The following conditions apply to all Sections of this Policy (unless otherwise stated).

Abandonment of Property

All coverage afforded by the Policy shall cease immediately with respect to the Insured Item(s) or any part thereof from losses occurring after the time that it is abandoned.

All Persons or Companies Bound by This 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 the Insured.

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.

Alteration of Risk

During the Period of Insurance the Named Insured must tell Us as soon as reasonably possible after the Named Insured becomes aware (or a reasonable person in the Named Insureds' circumstances would become aware of) of any changes to:

a) any information contained in the Policy Schedule;

b) the most recent information provided by the Named Insured to Us in relation to the Policy which the Named Insured knows, or could reasonably be expected to know, may affect the risks insured by Us.

Except to the extent the Policy expressly provides otherwise and subject to applicable law, where the change:

a) reduces the risk We insure You for We may (if applicable) provide the Named Insured with a refund of a portion of the Premium paid by the Named Insured where the change affects the Premium payable; or

b) increases the risk We insure You for We may:

   i. refuse to accept the change;

   ii. agree to the change in writing subject to terms acceptable to Us, provided that the Named Insured pays or agree to pay Us any additional Premium We may require; or

   iii. cancel the Policy; or

   iv. choose not to renew the Policy.

Assignment

No assignment of interest under this Policy will bind Us until its consent is given and endorsed by Us.

Average/Underinsurance

In the event of loss or damage covered by this Policy, if it is found that the amount stated on the Policy Schedule for the Insured Item(s), is less than 80% of the actual sum required to reinstate in accordance with the terms of this Policy, then average will apply and the amount that We will be required to pay will be reduced in the same proportion that 80% of the actual sum required represents to the amount stated on the Policy Schedule.

Cancellation

Cancellation by the Named Insured

The Named Insured may cancel the Policy at any time by contacting Us in writing at the address provided in About SURA Construction on page 3. Cancellation will take effect from 4:00pm on the day We receive the Named Insured's notice of cancellation or such other time otherwise agreed between Us and the Named Insured.

Cancellation by Us

Subject to applicable law, We may cancel the Policy as set out in the Insurance Contracts Act 1984 (Cth) by giving the Named Insured written notice to that effect. This can include where:

a) a person who is or was at any time a Named Insured failed to comply with the duty of the utmost good faith;

b) a person who was a Named Insured at the time when the contract was entered into failed to comply with the duty of disclosure where that duty applies to the Named Insured, or made a misrepresentation to Us during the negotiations for the Policy, before entering into, varying, extending or renewing the Policy;

c) a person who is or was at any time a Named Insured failed to comply with a provision of the Policy, including a provision with respect to payment of the Premium;

d) the Named Insured have made a fraudulent claim under the Policy or under some other contract of insurance (whether with Us or with some other insurer) that provides insurance cover during any part of the period during which the Policy provides insurance cover;

e) the Named Insured failed to notify Us of any specific act or omission or failure that has occurred after the Policy is entered into where notification is required under the terms of the Policy; or

f) the effect of the Policy is to authorise Us to refuse to pay a claim, either in whole or in part, by reason of an act or omission or failure of the Named Insured or of some other person and, after the Policy was entered into, such an act or omission or failure has occurred.

Where We cancel the Policy, it will have effect from whichever of the following times is the earliest (unless We tell the Named Insured otherwise in Our cancellation notice and subject to applicable law):

a) the time when another policy of insurance replacing the Policy is entered into by the Named Insured with Us or another insurer; or

b) 4:00pm of the third (3rd) business day after the day on which notice was given to the Named Insured unless specified otherwise or the Policy is in force because of section 58 of the Insurance Contracts Act 1984 (Cth), in which case the cancellation will have effect from 4:00pm on the fourteenth (14th) business day after the day on which notice was given to the Named Insured.

We may also refuse to pay any claim for an incident occurring after the cancellation date, subject to applicable law.

Effect of cancellation

Subject to applicable law, the Policy with Us ends from the time of cancellation. However, cancellation by Us or the Named Insured does not affect any rights that You had under the Policy when it was in force. For the Named Insured's rights to any Premium refund in relation to a cancellation see Premium refund section.

Premium refund

If the Policy is cancelled by either the Named Insured or Us, We will refund the Premium for the Policy less a pro-rata proportion of the Premium for the unused portion of the Policy Period less any government fees, taxes and duties We cannot recover. However, We will not refund any Premium if We have paid a claim or benefit to You or on Your behalf under the Policy.

Claims

Following discovery of any loss, damage, or injury that might give rise to a claim under this Policy:

a) You must take reasonable steps or precautions to minimise or prevent further loss, damage, injury or illness. You are permitted to take immediate action to avoid injury or loss of life or subsequent loss or damage to property and such action will not prejudice Your position in respect of a claim hereunder;

b) You must not admit responsibility or liability to anyone without Our written consent;

c) You must notify Us as soon as reasonably possible of the details of the loss, damage or injury;

d) You must do whatever can be reasonably done to preserve all property, Products, plant and all other things that may assist Us in investigating or defending a claim, and make them available for inspection by Us, Our employees or agents including assisting in determining if there are rights of recovery against another entity or person;

e) We may appoint legal or other representatives to assist in the conduct of a claim;

f) You must not negotiate, pay or settle, or attempt to settle or defend any claim without Our written consent (such consent not to be unreasonably withheld);

g) You must if any legal proceedings are brought against You in respect of an Occurrence as soon as possible send details of those legal proceedings to Us so that We may consider if this Policy will respond;

h) You will be required to cooperate with Us (acting reasonably) in any investigation, negotiation, defence or settlement of any claim and at all times permit Us, Our employees or agents to enquire into, investigate and examine the circumstances of any loss, damage or injury. This may include attending court to give evidence;

i) We have full discretion on how to conduct the claim including compromising or paying a claim, regardless of whether You believe it should be defended;

j) You will be required to supply all the information and documentation requested by Us, Our employees or agents. If We require a statutory declaration verifying the details of the claim and any other matters connected with it, You must provide such declaration; and

k) notify the Police as soon as possible of any actual or attempted theft, burglary or malicious damage.

Further Damage

We will not pay for any further damage to any Insured Item caused by the failure to repair that item properly and without delay.

Notices

Any notice under the Policy, to be given to Us, may be given to any of Our offices.

Any notice under the Policy given to the Named Insured will be deemed a notice given to You.

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

a) the Named Insured's nominated insurance representative until We receive written notice to the contrary from the Named Insured; or

b) if there is no nominated representative, the Named Insured.

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

a) if it is delivered to the Named Insured or their nominated representative personally; or

b) if it is delivered or posted to the Named Insured's address or the Named Insured's representative's address last known to Us.

It is important for the Named 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:

a) inform Us as soon as reasonably possible; and

b) 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 whichever is 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

You and the other person or company must co-operate with Us and give Us all possible assistance We may reasonably require in obtaining contribution from the other insurer to any amount of the claim We are liable to pay.

Precautions

You and Your agents must, at Your own expense, take due care and reasonable precautions to prevent loss, theft, damage or injury and:

a) comply with reasonable recommendations made by Us to prevent loss, damage or injury;

b) comply with all laws and statutory requirements in respect of loss, damage or injury prevention, recommendations by manufacturers and suppliers, including the responsibility of keeping safety devices, such as load movement and overload devices in place and fully operational at all times;

c) in respect of underground services, before any work is undertaken which may affect underground services, underground cables or underground pipes of any kind, existing before the start of any contract works, You have:

i) made a written request to the relevant public authority or the owner of such services, cables or pipes for documents or information as to the location of such services, cables or pipes;

ii) obtained from the public authority or the owner of such services, cables or pipes a written confirmation, or oral but documented confirmation, of the approximate position of such services, cables or pipes;

iii) subsequently trace the location of the services, cables, fibre or pipes and indicate the location in situ.

After such services, cables, fibre or pipes have been located, excavate with caution in order to reduce the risk of damage.

Subrogation

If You have a right to recover Your loss from any other party, then, on accepting liability under this Policy, We will be entitled to exercise that right in Your name and to Our own benefit (acting reasonably). You will be required to fully co-operate with Us in exercising that right.

If You have agreed not to seek compensation from another person who is liable to compensate You for any loss, damage or liability covered by this Policy, We will not cover You under this Policy for that loss, damage or liability.

If We recover an amount greater than the amount that We have paid in settlement of Your claim plus related costs, We will pay the remaining balance to You.

The Cover

The following only apply to the extent relevant and subject to applicable law which may restrict Our rights in certain circumstances. For more detail on these restrictions see "When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim".

We will cover You for Insured Damage occurring during the Policy Period within the Territorial Limit, in accordance with the Basis of Settlement.

Automatic Extensions

The following automatic Extensions apply to this section. These benefits will be payable if a claim is paid under this section. Unless stated otherwise, where a claim is accepted by Us the following Additional Benefits are included in the amount We pay in addition to Your Sum Insured:

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.

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.

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 was not less than 85% of the Market Value of the Insured Item at commencement of the Policy Period; and

b) the Sum Insured will not be increased more than 20% of the Sum Insured specified at the commencement of the Policy Period.

In the event that the appreciation during the Policy Period exceeds 20% of the Sum Insured, Our liability under this clause will be limited to 20% of the Sum Insured.

Automatic Additions

We will cover You for, for a maximum period of 60 consecutive 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) $1,000,000, in each case

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

Customs and Duties

Customs duties and dues, if any, to the extent that such expenses have been included in the Sum Insured.

Dismantling

The cost of dismantling and re-assembly incurred for the purpose of effecting the repairs.

Dry Hire

We will cover You for Insured Damage occurring during the Policy Period and within the Territorial Limit to an Insured Item on Dry Hire.

We will not cover Insured Damage:

a) where the hire agreement includes a Damage Waiver; or

b) 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.

provided that:

c) 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; and

d) the hirer and all the hirers employees who operate the Insured Item have all the relevant licenses, permits, tickets and knowledge of the relevant statutory obligations.

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.

Dual or Multiple Lifting

We will cover You for 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 Excess(es) that may be applicable will be doubled.

Damage to Goods Lifted

We will cover You for 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 $250,000 in the aggregate during the Policy Period.

An Excess of $2,500 or 10% of the loss, whichever the greater applies to each and every claim under this Extension.

Emergency Travel Costs

Following Insured Damage, that We have agreed to cover, We will cover up to a maximum of $5,000 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) Your Insured Item was more than 200 kilometres from its base or point of departure at the time of the Insured Damage; and

b) the Insured Item was being used in connection with Your Business at the time of the Insured Damage.

Employees' Property Damage

a) We will cover an Employee of Your Business for 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 have agreed to cover.

b) The cover shall not exceed and is limited to the lesser of:

   i) the cost of repair of the property (where repairable);

   ii) the Market Value of the property immediately prior to the damage, destruction or loss;

   iii) $10,000 for any one event.

Expediting Costs

If Insured Damage occurs to an Insured Item that We have agreed to cover, We will cover the additional costs incurred in effecting temporary repairs or to expedite permanent repairs.

We will not pay more than:

a) 50% of the normal repair cost of such Insured Damage; or

b) $50,000

whichever is the lesser.

Additional costs include:

a) Labour costs, including:
   i) overtime or penalty rates;
   ii) accommodation costs, including meals and other associated costs; and
   iii) Other related allowances.

b) Express delivery within Australia, including:
   i) Express freight; and
   ii) Air freight, provided this will include only carriage by air freight within Australia by the use of licenced airlines(s) operating regular scheduled service, but not aircraft chartered specifically for such carriage.

c) Your travel costs, provided that such travel costs are for regular service fares within Australia, but not aircraft chartered specifically for such travel.

d) Other costs and expenses agreed to by Us.

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

Finance Payout Protection

We will pay up to 25% 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; 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:

a) reduced by any payments and interest in arrears at the time of Insured Damage;
b) reduced by any discounts in respect of finance discharge, including interest for the unexpired term of the agreement; and
c) paid in addition to, and not part of the Sum Insured or Market Value (as applicable) of the Insured Item that is a Total Loss.

Fire Brigade and / or Emergency Services Costs

Following Insured Damage to an Insured Item that We have agreed to pay for, We will cover You for fire extinguishment costs charged by the fire brigade or emergency services up to a limit of $25,000 in the aggregate for the Policy Period.

Hired In Plant

This Policy will automatically cover You for Insured Damage to a Hired In Item up to a limit of $50,000 any one Item, $100,000 in the aggregate for the Policy Period.

Interested Parties

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:

a) the interest of that person's or company's interest is specified in the Policy Schedule under "Interested Parties";
b) cover is only extended to such interested parties to the extent of that financial or insurable interest only as provided under s49 of the Insurance Contracts Act 1984 (Cth);
c) the interested party has the same obligations to Us under the Policy as if that interested party were You.
d) 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.

Locks and Keys

Where the locks and keys of an Insured Item are lost or damaged or You reasonably believe they have been duplicated without Your consent, during the Policy Period and within the Territorial Limit, but there is no Insured Damage to the Insured Item, We will cover the cost of any replacement lock and/or key.

The maximum We will pay under this Extension shall be limited to whichever is the lesser amount of:
a) $5,000 per Insured Item; or
b) $10,000 any one event.

An Excess of $500 applies for a) or b) above.

Non-Owned Trailer in Control

We will cover Your cost of repairing or replacing any damage to or destruction of trailers occurring during the Policy Period and within the Territorial Limit that are:
a) in Your physical or legal control or possession;
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 $250,000 in the aggregate for the Policy Period less any applicable Excess for this Extension.

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

Overseas air freight

Overseas air freight by any recognised scheduled service and overseas labour.

Overtime

Charges for overtime and work on public holidays where necessarily and reasonably incurred limited to 25% of the cost of the normal repair or $25,000 whichever is the lesser.

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 as soon as reasonably practicable. If You do not, We may reduce or refuse Your claim to the extent We are prejudiced by Your delay.

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 Insured Damage:

a) to 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.

The maximum We will pay under this Extension will not exceed $100,000 per claim, less the applicable Excess(es).

We will not cover fines and penalties levied against You in respect of any debris. We will not cover damage that is caused by or contributed to by Your non-compliance with the relevant Australian Standard.

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 $100,000 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 $100,000 in the aggregate for the Policy Period.

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.

Substitute Item

Any item being used by You as a substitute item, while any Insured Item is being serviced, repaired or cannot be used, shall be treated as an Insured Item, but only if one substitute item, equivalent in size, function and value, is being used at any one time in place of any one Insured Item.

Sign Writing

Following Insured Damage to an Insured Item that We have agreed to pay for, 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 of this Policy.

Transportation of replacement parts

The cost of handling and transporting replacement parts to and from places of repair and freight within the Territorial Limit including transportation as freight by any recognised scheduled service up to an amount not exceeding 5% of the Sum Insured for the Insured Item.

Unspecified Attachments

Where an Insured Item has sustained Insured Damage that is covered, 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 $25,000 in the aggregate during the Policy Period.

Windscreen Replacement

If a Windscreen alone is damaged during the Policy Period and within the Territorial Limit, We will cover You for each individual Insured Item without the application of any Excess up to a maximum of $5,000 and $25,000 in the aggregate for the Policy Period.

Optional Extensions

The following optional Extensions only apply to this section where specified in the Policy Schedule as "Covered". These benefits will be payable if a claim is paid under this section. Unless stated otherwise, these optional Extensions are included in the Sum Insured and not in addition to it.

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 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

the value of the Insured Item that We have agreed to."

Automatic Additions Increased Sum Insured

If this extension is operative, the automatic additions Extension is deleted and replaced with the following:

"We will cover, for a maximum period of 60 consecutive 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) 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 60-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."

Breakdown

If this Extension is operative, 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 Limit 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.

We will not cover the cost of repair or replacement to the extent that the loss or damage was caused or contributed to by Your failure to maintain and service the Insured Item in accordance with its manufacturers specifications and requirements prior to the Breakdown.

The repairs or replacement exclusion does not apply.

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.

Our maximum liability under this Extension will not exceed the lesser of:

a) the cost of repairs up to 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(es).

Consequential Additional Costs

If this Extension is operative, where a sub-limit is stated on the Policy Schedule, 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 earlier of:

i) the Insured Item is repaired or replaced; or

ii) the end of the Indemnity Period, whichever is earlier,

less the Excess specified for this Optional 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) the Insured Item or Hired In Insured Item is repaired or replaced;

ii) the expiry date of the hire agreement in force immediately prior to the Insured Damage; or

iii) the expiry of the Indemnity Period,

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

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 practicable 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.

The indirect loss or damage exclusion does not apply.

Damage Waiver Protection

If this Extension is operative, the cover under the dry hire automatic Extension is extended to both You and the hirer if the hire agreement:

a) is in writing and identifies at least the hirer, the Insured Item, the hire period and the hire fees; and

b) 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; or

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.

Increased Sublimit for Goods Lifted

If this Extension is operative the damage to goods lifted automatic Extension 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 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 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:
>
> a) the increased sublimit specified in the Policy Schedule as the Sum Insured for this extension; or
> b) $250,000.
>
> In both cases less the Excess specified for this extension applied per claim."

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 that:

a) You are responsible under the terms of the hire agreement for such loss, or damage; and
b) the Hired In Item is within the definition of Hired In Plant Endorsement wording; 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.

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

The premium for this Optional Extension is:

a) calculated and payable at the beginning of the Policy Period based on 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 as soon as reasonably possible after expiry of the Policy Period. If You do not, We may reduce or refuse Your claim to the extent We are prejudiced by Your delay; and
c) subject to the minimum non-refundable amount specified in the Policy, the Policy Schedule or the Endorsement.

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 agreed to cover, We will cover You during the Indemnity Period for 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 Optional 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 email. If You do not notify Us as soon as practicable We may reduce or deny Your claim to the extent We are prejudiced by Your delay;
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; and
f) the Indemnity Period will be as specified in the Policy Schedule against this Optional Extension.

Loss of Revenue

If this Extension is operative, if the Business carried out by You:

a) is interrupted or interfered with as a consequence of Insured Damage to an Insured Item; and
b) We have agreed to cover the Insured Damage under the Policy,

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 Optional Extension;
b) Our liability under this Optional 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 Optional Extension, You must as soon as reasonably practicable give Us or Our representative immediate notification by telephone or email. If You do not notify Us as soon as practicable, We may reduce or deny Your claim to the extent We are prejudiced by Your delay;
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; and
f) the Indemnity Period will be as specified in the Policy Schedule against this Extension.

Basis of Settlement

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:

a) the Sum Insured; or
b) the Market Value of the Insured Item immediately prior to the Insured Damage.

In both cases less any applicable Excess(es).

Total Loss

If the Insured Damage cannot be repaired or where there has been a Total Loss of an Insured Item due to Insured Damage, We will pay the lesser of:

a) the amount shown on the Policy Schedule of the Insured Item Sum Insured; or
b) the Market Value for the Insured Item immediately prior to the Insured Damage.

In both cases less any applicable Excess(es).

However, if at the time of the Insured Damage, the Insured Item was under three years of age from the date of original commissioning when new, We will replace the item or pay You the Sum Insured less the Excess if the Insured Item is unable to be replaced or no longer manufactured.

SURA Construction Pty Ltd ABN 35 147 580 756 acts as an agent for Certain Underwriters at Lloyd's and is authorised to arrange, enter into/bind and administer this insurance on their behalf.

SURA Construction Pty Ltd is an authorised representative of SURA Pty Ltd ABN 36 115 672 350 AFSL 294313.

Thank you for receiving this document electronically. SURA Construction Pty Ltd supports positive initiatives for our environment.

SURA CONSTRUCTION

NSW
Level 14, 141 Walker Street
North Sydney NSW 2060
PO Box 1813
North Sydney NSW 2059
Telephone: (02) 9930 9500

SURCON HPMD 1.1 11-2026