

# Mobile Plant and Equipment Insurance

Policy Document



**Allianz** 



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# Introduction

Welcome and thank You for choosing the Allianz Mobile Plant and Equipment Insurance.

## About Allianz

The insurer of this product is Allianz Australia Insurance Limited ABN 15 000 122 850 (Allianz) AFS Licence No. 234708.

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

## About this Insurance

This is an important document. You should read it carefully before making a decision to purchase this insurance.

It will help You to:

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

Please note that any recommendation or opinion in this document is of a general nature only and does not take into account Your objectives, financial situation or needs.

You need to decide if this insurance is right for You and You should read all of the documents that make up the Policy to ensure You have the cover You need.

## Summary of the available covers

Cover Type	Summary of covers*
Section One – Mobile Plant & Equipment	This covers physical destruction or damage to Insured Property within the Territorial Limits and provides a number of automatic additional benefits and optional benefits.
Section Two – Legal Liability	This covers Your legal liability for loss or damage to another person's property.

\* This is a limited summary only – Please refer to the relevant section and Policy for full details, relevant limits, and specific conditions and exclusions that apply.

## Our contract with you

Where We agree to enter into a Policy with You it is a contract of insurance between Us and You (see the definition of "You" for details of who is covered by this term).

The Policy consists of:

- this document which sets out the standard terms of Your cover and its limitations,
- Your current Schedule issued by Us. The Schedule is a separate document, which shows the insurance details relevant to You. It may include additional terms, conditions and exclusions relevant to You that amend the standard terms of this document. Only those sections shown as covered in the Schedule are insured; and
- any other change to the terms of the Policy otherwise advised by Us in writing (such as an endorsement). These written changes may vary or modify the above documents.

These are all important documents and should be carefully read together and kept in a safe place for future reference.

We reserve the right to change the terms of this insurance where permitted to do so by law.

Any new or replacement schedule We may send You, detailing changes to Your insurance or the Period of Insurance, will become the current Schedule, which You should carefully read and retain.

## Premium

Your premium – the base premium We charge is calculated based on a number of factors such as:

- Your risk profile and the ratings We apply to Your profile (e.g. where the property is situated, the type of property being insured, the cover and limits required, other persons being insured and Your insurance history etc).
- certain costs incurred by Us in relation to the Terrorism Insurance Act (where applicable); and
- Our obligation to pay relevant government taxes and charges. For example, We include an amount that covers stamp duty and GST payable in relation to the Policy. In cases where We are required to pay an estimated amount (e.g. for Fire Services Levies) based on criteria set by the Government, We allocate to the Policy Our estimate of the amount We will be required to pay. We may over or under recover in any particular year but We will not adjust Your premium because of this. You can ask Us for more details if You wish.

Minimum premiums may apply. In some cases, discounts may apply if You meet certain criteria We set. Any discounts/entitlements only apply to the extent any minimum premium is not reached. If You are eligible for more than one, We also apply each of them in a predetermined order to the premium (excluding taxes and government charges) as reduced by any prior applied discounts/entitlements. Any discounts will be applied to the base premium calculated prior to any taxes being added.

When You apply for this insurance, You will be advised of the total premium amount payable, when it needs to be paid and how it can be paid. This amount will be set out in the Schedule, which will be sent to You after the entry into the Policy. If You fail to pay We may reduce any claim payment by the amount of premium owing and/or cancel the Policy. Special rights and obligations apply to instalment premium payments as set out below.

## Your obligation to comply with the Policy terms and conditions

You are required to comply with the terms and conditions of the Policy. Please remember that if You do not comply with any term or condition, We may (to the extent permitted by law) decline or reduce any claim payment and/or cancel Your Policy.

If more than one person is insured under the Policy, a failure or wrongful action by one of those persons may adversely affect the rights of any other person insured under the Policy.

## How to make a claim

### How we settle claims

Where We agree to reinstate or replace Damaged property, We will replace Your property with new goods or repair it using new materials. If You ask for a cash settlement instead, We will deduct an amount for wear, tear and depreciation. This amount depends on the age of the Damaged item and the expected useful life.

If You replace an item without our authority, We will only pay You what We could have replaced it for using trade discounts that are available to Us. More details around how We settle claims are provided in this document under the Basis of Settlement sections within each cover section.

## Cancellation rights under the Policy

### How You may cancel this Policy

You may cancel this Policy at any time by telling Us in writing that You want to cancel it. You can do this by giving the notice to Your broker or Us.

Where there is more than one contracting insured We will only cancel the Policy when a written agreement to cancel the Policy is received from all contracting insured's named

as the insured or from a person authorised to act as agent of all such persons.

### How We may cancel this Policy

We may cancel this Policy in any of the circumstances permitted by law by informing You in writing.

We will give You this notice in person or send it to Your address last known to Us.

### Return premium

If You or We cancel the Policy We may deduct a pro rata proportion of the premium for time on risk, reasonable administrative and transaction costs related to the acquisition and termination of the Policy We incur and any government taxes or duties We cannot recover.

### Premium funders

If the premium has been funded by a premium funding company which holds a legal right over the Policy by virtue of a notice of assignment and/or irrevocable power of attorney, a refund will be made to the premium funding company of the proportionate part of the premium applicable to the unexpired Period of Insurance.

## Renewal procedure

Before Your Policy expires, We will advise You whether We intend to offer renewal and if so on what terms.

This document also applies for any other renewal We make, unless We tell You otherwise.

It is important that You check the terms of any renewal before renewing to satisfy Yourself that the details are correct. In particular check the sum insured amounts to ensure the levels of cover are appropriate for You or if You are insuring for reinstatement or replacement value, the full replacement value of Your property, to ensure that You are properly covered in the event of a major loss.

Please note that You need to comply with Your Duty of Disclosure before each renewal (see below).

## Your Duty of Disclosure

Before You enter into the Policy with Us, the Insurance Contracts Act 1984 requires You to disclose to Us every matter that you know or could reasonably be expected to know is relevant to Our decision whether and on what terms Your application for insurance is acceptable and to calculate how much premium is required for Your insurance.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate the Policy.

The duty applies until the Policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between the time You provide answers or make disclosure and the Relevant Time, You need to tell Us.



## What You do not need to tell Us

You do not need to tell Us about any matter that:

- diminishes Our risk;
- is of common knowledge;
- We know or should know as an insurer; or
- We tell You We do not need to know.

## Who does the duty apply to?

The duty of disclosure applies to You and everyone that is an insured under the Policy. If You provide information for another insured, it is as if they provided it to Us.

## What happens if the duty of disclosure is not complied with?

If the duty of disclosure is not complied with We may cancel the Policy and/or reduce the amount We pay if You make a claim. If fraud is involved, We may treat the Policy as if it never existed, and pay nothing.

## Privacy Act 1988 – Information

We collect Your personal information directly from You where reasonably practicable or if not, from other sources. We collect it to provide Our various services and products (e.g. to market, arrange and administer insurance and to handle and settle claims) and to conduct market or customer research. We also use it to develop and identify services of Our related companies and alliance partners that may interest You (but You can opt out of this by calling the Allianz Direct Marketing Privacy Service Line on 13 2664 EST 8am-6pm, Monday to Friday or indicate Your decision in the appropriate area of the Privacy section of Our website at [www.allianz.com.au](http://www.allianz.com.au)). If You do not provide the information We require We may not be able to provide You with this service.

We disclose information to third parties who assist Us in the above (e.g. insurers, insurance intermediaries, insurance reference bureaus, related companies, Our advisers, persons involved in claims, external claims data collectors and verifiers, Your agents and other persons where required by law). We also provide this information to financiers if We have a relationship or insurance scheme in place with them under which You purchased the Policy. We prohibit them from using it for purposes other than those We supplied it for.

Where You provide Us with information about another person for the above purposes, You must tell Us if You haven't got their consent to this. If You wish to gain access to Your personal information (including to correct or update it), have a complaint about a breach of Your privacy or You have any query on how Your personal information is collected or used, or any other query relating to Privacy, contact Us on 13 2664 EST 8am-6pm, Monday to Friday.

## General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry. We keenly support the standards set out in the Code. You can obtain more information on the Code of Practice and how it assists You by contacting Us. Contact details are provided on the back cover of this document.

## Dispute resolution process – helping You solve any problems

Complaints or disputes are not an everyday occurrence at Allianz. We strive to do things the right way and keep Our customers happy.

Sometimes, complaints or disputes do occur and when this happens, Our objective is to resolve any disagreement as amicably and as quickly as possible. We believe the best way to achieve this is to provide You with an opportunity for an unbiased review of the issue.

## Here is what to do if a complaint or dispute arises

Regardless of whether the complaint or dispute involves Our staff, an agent, loss adjuster, assessor, investigator or the service We provide, simply contact Us on 13 2664 EST 8am-6pm, Monday-Friday, speak to one of Our call centre operators and provide them with the details of the issue concerning You. They will attempt to resolve the complaint or dispute; if they are unable to do so they will log it and refer it to the appropriate Business unit for resolution.

Within Our organisation We have established a complaints and disputes resolution process. This is a free service. It is a system designed to log, track, escalate and monitor complaints received from clients and customers about Our services and products. A staff member involved in the complaints and disputes resolution process will write to You within 15 working days advising the outcome of the review and reasons for their decision. We do not consider a complaint or dispute to be resolved until a proposed resolution or solution has been communicated to You and You have accepted the resolution or solution.

## If You are not satisfied with the outcome of this process

If We are unable to resolve the complaint or dispute, We will offer You the option of referring the matter to the insurance industry's external independent complaints scheme (subject to eligibility). The scheme will only review complaints or disputes if they have gone through Our internal complaints and disputes resolution process.

## Terrorism Insurance Act

We have determined that this Policy (or part of it) is a policy to which the Terrorism Insurance Act 2003 applies. We may elect to reinsure part or all of Our liability under the Act with the Commonwealth Government reinsurer, the Australian Reinsurance Pool Corporation (ARPC).

As a consequence, We may be required to pay a premium to ARPC and that amount (together with the cost of that part of the cover provided by Us and administrative costs associated with the legislation) is reflected in the premium charged to You. As with any other part of Our premium, it is subject to government taxes and charges such as GST, Stamp Duty and where applicable, Fire Service Levy.

For further information contact Allianz or the intermediary.

## Contact for assistance or confirmation of cover

If You need to confirm any Policy transaction or clarify any of the information contained in this Document or if You have any other queries, please contact Us via the details on the back cover.

# General Definitions applicable to all Sections of the Policy

**Accident** means a sudden event which is an unforeseen or unanticipated happening and is not expected or designed. The event arises out of the use of Your Insured Property and includes a series of accidents arising out of the one event.

**Business** means the business described in the Schedule, carried on by You or on Your behalf at or from the Situation and any occupation incidental to that business including ownership and tenancy of premises and the provision or management of canteen, social, sports, welfare, child care organisations for Your employees and internal first aid, fire and ambulance services.

**Damage(d)** means sudden, unforeseen and unintended physical loss or physical damage which occurs during the Period of Insurance.

**Dangerous Goods** means substances which are shown in the Australian Code for the Transport of Dangerous Goods by Road or Rail.

**Data Media** means any facts, concepts and/or information converted to a form usable for communications and/or displays and/or distribution and/or processing by electronic and/or electromechanical data processing and/or electronically controlled equipment which includes but is not limited to programs and/or software and/or other coded instructions for such equipment.

**Equipment** means the stationary machinery, plant and equipment belonging to You or for which You are legally responsible or have assumed a responsibility to insure but does not include Mobile Plant.

**Excess** means the amount of money shown in the Schedule, unless otherwise stated in the Policy, that You must pay when you make a claim under the Policy.

**Family** means:

- Your spouse or de facto spouse;
- Your children or the children of Your spouse or de facto spouse, who ordinarily live with You.

A **de facto spouse** means a person whether of the same sex or not, who ordinarily lives with You in a genuine personal and domestic relationship similar to the relationship of husband and wife.

**Insured Property** means the Mobile Plant and Equipment.

**Limit of Liability** means the relevant amount shown in the Schedule as the Limit of Liability.

**Malicious Damage** means intentional Damage done to the Insured Property by someone else without Your consent.

**Market Value** means the cost to buy the equivalent Mobile Plant or Equipment of a similar age, condition and capacity, but excludes any stamp duty on transfer, registration and/or dealer warranty costs and charges. This includes any necessary installation and commissioning costs.

**Mobile Plant and Equipment** means

- (a) Any self-propelled vehicle which travels on wheels or self-laid tracks;
- (b) Any trailer, vehicle or machine component towed by the self-propelled vehicle as part of its normal operation;
- (c) Attachments as specified in the Schedule;
- (d) Accessories built into the vehicle or trailer;
- (e) Standard tools used in the repair or servicing of the vehicle or trailer and spare parts whilst attached to or within such vehicle or trailer belonging to You or for which You are legally responsible or have assumed a responsibility to insure.

but excluding:

- waterborne vessels and craft;
- aircraft and any other aerial device;
- the following, unless specifically mentioned and specified in the Schedule as covered:
  - Data Media;
  - foundations, including foundation bolts; and
  - materials in the course of processing.

Other items may be excluded if specifically mentioned and specified in the Schedule or by endorsement.

**Period of Insurance** means the period We provide cover under this Policy as set out in the Schedule or such earlier period in accordance with the Policy terms.

**Policy** means this document and any endorsement, specification, attachment or memoranda affixed (or intended to be affixed) to it and the Schedule.

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

**Reinstate(ment)** means the repair or replacement of the relevant item by similar items in a condition equal to, but not better or more extensive than the item's condition when new.

**Schedule** means the most recently dated Schedule We have provided to You which specifies important information such as the policy number, Situation, the optional Extensions that are in force, the details of the Insured Property, the Sum(s) Insured and the Limit(s) of Liability.

**Situation** means the situation(s) stated in the Schedule.

**Sum Insured** means the relevant amount shown in the Schedule as the Sum Insured.

**Territorial Limits** means anywhere within Australia unless otherwise stated in the relevant Policy Section or in the Schedule.

**Time Excess** means the period as specified in the Schedule or otherwise stated in the Policy during and for which no payment will be made by Us.

**Total Loss** means where the Insured Property is stolen and not recovered within a reasonable period of time or where We consider repairing the Insured Property is either unsafe or uneconomical.

**We, Us, Our, Allianz** means Allianz Australia Insurance Limited ABN 15 000 122 850 of 2 Market Street, Sydney NSW 2000.

**You, Your, Yours** means the person(s) or entity(ies) named as the insured in the Schedule, unless otherwise stated in the relevant Policy Section.



# Section One – Mobile Plant & Equipment

## Scope of cover

We will cover You in accordance with the Basis of Settlement for Damage to the Insured Property occurring within the Territorial Limits during the Period of Insurance from any cause not otherwise excluded in the Policy, whilst:

- working or at rest;
- being dismantled for the purpose of cleaning, inspection, overhauling, repairing or in the course of the aforesaid operations themselves or in the course of subsequent reassembly;
- being dismantled for the purpose of moving or in the course of subsequent reassembly; or
- in transit by road or rail.

## Basis of Settlement

In the event of any covered Damage to Insured Property, We will at Our option:

- (a) Re-commission, re-erect and re-install the Damaged item of Insured Property; or
- (b) pay an amount of money to repair, Reinstatate or replace the Damaged item of Insured Property to

You and/or any other person that has an interest in it covered by the Policy, to the extent of Your or their interest only.

## Costs

Included in the above Basis of Settlement are:

- (a) the costs of dismantling and reassembly incurred for the purpose of effecting the repairs;
- (b) additional charges for overtime, night work, Sunday or holiday work necessary to expedite permanent repairs to the insured item, limited to \$50,000 or 25% of the normal repair costs, whichever is the lesser;
- (c) the costs of recovery of the insured item, its parts and components, including handling and transportation of the Damaged item, its parts and components to and from places of repair and freight within Australia including express freight or airfreight on any scheduled service, limited to 5% of the Sum Insured for the Damaged item the subject of the claim; and
- (d) customs dues or other imposts if levied, however, only to the extent to which the above have to be borne by You.

## Limits

In the event of a Total Loss, the maximum We will pay You:

**For items less than two years old:**

- (a) Is the Sum Insured specified in the Schedule for the Damaged Insured Property;

**For items two years or older:**

- (b) Is the lesser of the Sum Insured specified in the Schedule for the Damaged Insured Property or its Market Value immediately prior to the covered Damage.

Our liability under any part of the Basis of Settlement in respect of any one claim or all claims arising out of any one event will not exceed the Sum Insured stated in the Schedule.

## Repair terms

The following also applies in relation to the indemnity provided:

- (a) Repair, replacement or Reinstatement must be carried out without delay and by using normal work practice and within two years of the covered Damage occurring.
- (b) No deduction shall be made for depreciation in relation to parts replaced unless otherwise noted by endorsement.
- (c) Any decrease in the value of the item as a result of the final repair shall not be indemnified.
- (d) If a Damaged item is not repaired or replaced within a period of two years from the date of the Damage We will only pay the estimated repair cost or the difference in the Market Value of the Insured Property immediately prior to and after the occurrence of the Damage, whichever is the lesser. The residual value of any Damaged part shall be deducted from the amount otherwise indemnified.

## Additional Benefits applicable to this Section

The following additional benefits apply in relation to any claim admitted by Us and are in addition to the Sum Insured specified in the Schedule for the Damaged item, provided the amount claimed at least exceeds the relevant Excess payable:

### 1 Accessories, Tools, Parts

We will pay for loss or Damage to accessories, tools or parts that:

- (a) are specified in the Schedule, or
- (b) are permanently attached to or within the plant, or
- (c) are unspecified with a Market Value of no greater than \$10,000.

## 2 Automatic Additions and Deletions

We will cover any replacement or additional items of Insured Property acquired by You during the Period of Insurance provided that:

- (a) such additional Insured Property is of a similar type to the Insured Property at the commencement of the Period of Insurance;
- (b) cover will not exceed \$500,000 for any one item;
- (c) the Excess that applies on the acquisition will be the same as for similar items of Insured Property covered under the Policy;
- (d) You provide Us with written notice of such acquisition within 30 days of purchase and pay the additional premium We may require.

## 3 Dual or Multiple Lifting

We will pay for Damage to Insured Property which is caused by or arises out of the operation of any Insured Property in connection with dual or multiple lifting, provided that:

- (a) the dual or multiple lifting operating is in compliance with relevant statutory regulations;
- (b) the rated load during the lifting operation on any item of Insured Property does not exceed 70% of the rated capacity of the item during the lifting or lowering operation;
- (c) the operators of the dual or multiple lifting machines are in radio communication during the lifting operation; and
- (d) You must bear the first 10% of the costs with a minimum of \$500 for each and every claim arising out of any one event.

## 4 Emergency Repairs

We will reimburse You for the cost of emergency repairs which may be necessary to enable You to move Your Damaged Insured Property to a place of safe keeping after it is involved in an Accident, suffers Malicious Damage, or is stolen and recovered in a Damaged condition.

The maximum We will pay for any one claim or all claims arising out of any one event is \$1,000.

## 5 Finance Payout

Where Your Insured Property is subject to any secured commercial finance and suffers a Total Loss, We will cover You or the finance provider for the difference between the residual value under the contract and the Market Value of the Insured Property up to a maximum of 20% of the Market Value or \$10,000, whichever the lesser, less any payments and interest in arrears at the time of loss, and less any discount in respect of finance charges and/or interest for the unexpired term of the secured commercial finance agreement. However, We will not pay if You are

not required to do so by the finance provider or for any payment which became due before the occurrence of the Damage including any interest on such payment.

## 6 Goods being lifted

We will pay for Damage to property of others in your care, custody or control being lowered or positioned by a crane or other lifting device provided they have been prepared for lifting, lowering or positioning in accordance with safe working practice by an item of Insured Property operating as a crane or other lifting device which happens during the Period of Insurance.

The maximum amount We will pay for all claims arising out of any one event will not exceed \$50,000. We will not be liable for loss or Damage to goods being lifted which is caused directly or indirectly by or arises from a defect in or fragility of the goods or their container or packaging.

## 7 Hired in Plant

We will pay for any Damage to Mobile Plant and Equipment hired in by You and for which You are responsible.

The maximum We will pay for any one claim or all claims arising out of any one event, will be \$50,000 or the amount shown in the Schedule.

## 8 Marine average

If Your Insured Property is being transported by sea between places within Australia or New Zealand during the Period of Insurance We will pay Your contribution for general average and salvage charges where such maritime conditions apply, up to the Sum Insured or Market Value whichever is the lesser, whether or not loss or Damage is suffered by Your Insured Property under the Policy.

## 9 Recovery Costs Following Loss

We will pay for the costs of recovering Insured Property, its parts and components, including handling, transportation and dismantling of the Damaged item, its parts and components to and from places of repair and freight within Australia including express freight or airfreight on any scheduled service. The maximum We will pay for any one item is limited to 5% of the Sum Insured for the Damaged item.

## 10 Recovery Cost – No Damage

Where Your Insured Property becomes immobilised or inaccessible and unable to be used without Damage, We will pay You the reasonable costs You incur in recovering such item of Insured Property.

The maximum We will pay for any one claim or all claims arising out of any one event will be the lesser of \$50,000 or the expense You incur or would have incurred using Your own equipment.

You will bear the first 10% of the costs with a minimum of \$500 for each and every claim arising out of any one event.

## 11 Removal of Debris

We will pay You for reasonable costs necessarily incurred for the clean-up and removal of Your Insured Property as a result of any Damage.

The maximum We will pay for any one claim or all claims arising out of any one event is \$10,000.

## 12 Signwriting

We will pay for any Damage to sign writing and artwork which forms a permanent part of Your Insured Property where we have agreed to Reinstate the Insured Property. The maximum We will pay for any one claim or all claims arising out of any one event is \$5,000.

## 13 Tools of Trade

Following an Accident or Damage to Your Insured Property, We will also cover Your tools of trade, trade stock and materials.

We will pay up to a maximum of \$1,000 each event for:

- tools of trade, trade stock or materials that are stolen via forcible and violent entry to Your securely locked Insured Property and/or tool box, permanently fixed to Your Insured Property; or
- tools of trade, trade stock or materials that are Damaged as a result of a collision to Your Insured Property.

## Optional Benefits applicable to this Section

The following Optional Benefits apply where they are indicated on the Schedule as being operative.

### 1 Increased cost of working

If the Business carried on by you is interrupted or interfered with as a consequence of Damage to Insured Property which is covered under Section One and we have admitted liability, We will also pay for the increased working costs following interruption to the normal operation of an insured item, provided:

- (a) We will not pay more than the amount specified in the Schedule for this Optional Benefit for any one Period of Insurance;
- (b) the cost is proved to have been necessarily and reasonably incurred during the period, over and above the normal expenses You would have incurred during the period in respect of the operation of the item;
- (c) We will not pay for more than the increased working costs actually incurred by You;
- (d) We will not pay for increased working costs incurred during the period of the Time Excess specified in the Schedule;
- (e) the period of indemnity shall not exceed three (3) months.

The amount of the Time Excess will be the number of days specified multiplied by the average daily increased cost for the period of the interruption.

### 2 Dry hire

Where an item of Insured Property is specifically identified in the Schedule as being hired out to other parties without an operator, We will indemnify You for Damage to such item whilst on hire in accordance with the Basis of Settlement and the Policy terms, provided:

- (a) You take all reasonable steps to ensure the hirer, or operator of the item is authorised under relevant regulation to operate such item;
- (b) You provide the hirer or operator of the item with adequate operating instructions;
- (c) We will not indemnify You for theft or conversion of the item by the hirer or by the employees or agents of or independent contractors used by, the hirer;

Where another policy has been affected for the loss by a party other than you, if such cover is not as extensive as the Policy, We will pay for all losses arising from the difference in cover and conditions subject to the Conditions and Exclusions of the Policy.

The maximum amount We will pay shall not exceed the Sum Insured shown in the Schedule for the Insured Property.

### 3 Extended Dry Hire

We will cover You or persons using Your Insured Property, for Damage to Your Insured Property when it is on hire in accordance with the Basis of Settlement and the Policy terms, provided:

- (a) You take all reasonable steps to ensure the hirer, or operator of the item is authorised under relevant regulation to operate such item;
- (b) You provide the hirer or operator of the item with adequate operating instructions;
- (c) The hirer has agreed to observe the terms of the Policy (a copy of which is to be supplied by You upon request by the hirer); and
- (d) Where the Insured Damage was caused by operator error, You can demonstrate that You provided the hirer with a reasonable standard and level of operating instructions.

The maximum amount We will pay shall not exceed the Sum Insured shown in the Schedule for the Insured Property.

### 4 Accidental Damage to Own Goods Lifted

We will pay for Damage to property owned by You being lifted by Insured Property operating as a crane or other lifting device which happens during the Period of Insurance.

The maximum amount We will pay under this Optional Benefit for all claims arising out of any one event will not

exceed \$20,000 unless otherwise specified in the Schedule.

We will not be liable under this Optional Benefit for loss or Damage to goods being lifted which is caused directly or indirectly by or arises from a defect in or fragility of the goods or their container or packaging.

You must bear the first 10% of the costs with a minimum of \$500 for each and every claim arising out of any one event.

## 5 Appreciation in value

Where Your Insured Property suffers a Total Loss, We will cover You for the difference between the Sum Insured in the Schedule and the Market Value of the Insured Property up to a maximum of 25% of Sum Insured. However, We will not pay if the Sum Insured specified in the Schedule was less than 90% of the correct Market Value of the Insured Property at the beginning of the Period of Insurance.

## 6 Additional Hire Costs

Where Insured Property which is being hired in or out by You suffers Damage, We will cover You for the hire costs incurred or owed while the Insured Property is being repaired or replaced, provided:

- (a) We will not pay for the first 7 days of hire costs; and
- (b) the maximum We will pay for all claims arising out of any one event in any one Period of Insurance will not exceed \$50,000 unless otherwise specified in the Schedule.

## 7 Finance Payment Protection

We will cover You up to a limit of \$50,000 for any one period of insurance for the proportion of the Insured's actual finance payments under a valid hire purchase leasing or other financial agreement that relate to Damaged plant for up to 6 months while the plant is being replaced, repaired or cash settled, an excess of 10% of the actual finance payments applies.

## Exclusions applicable to this Section

We will not cover You for:

### 1 Mechanical Breakdown

Loss or Damage caused by electrical or mechanical breakdown, failure, breakage or derangement, defective lubrication or lack of oil or coolant, but if as a consequence of such breakdown or derangement an Accident occurs causing external Damage to Insured Property, We will cover such Damage;

### 2 Replaceable Parts

Loss of or Damage to replaceable parts and attachments such as bits, drills, knives or other cutting edges, saw blades, dies, moulds, patterns, pulverizing and crushing surfaces, screens and sieves, ropes, belts, chains, elevator and conveyor bands, batteries, connecting wires and

cables, flexible pipes, joining and packing material regularly replaced, unless the loss or Damage is otherwise insured by the Policy

### 3 Explosion of Combustion Engine, Boiler or Pressure Vessel

Loss or Damage due to the explosion of any boiler, pressure vessel or internal combustion engine, unless the explosion is a result of loss or Damage insured by the policy.

### 4 Partial or Total Immersion

Loss or Damage if resulting from partial or total immersion in water due to tidal movement;

### 5 Tool of Trade

Loss or Damage whilst as a tool of trade the Insured Property is to be placed on, is placed on or is being removed from a waterborne craft, unless otherwise agreed and acknowledged by endorsement;

### 6 Hired out

Loss or Damage whilst the Insured Property is hired out without an operator, except when covered under Optional Benefit 2 Dry Hire and is specified on the Schedule;

### 7 Multiple lifting

Loss or Damage to the Insured Property which is caused by or arises out of the operation of or is in connection with dual or multiple lifting, except when covered under Optional Benefit 3 Dual or Multiple Lifting and is specified on the Schedule;

### 8 Running on Rails

Loss or Damage to Insured Property whilst running on rails, unless otherwise agreed and acknowledged by endorsement;

### 9 Damage occurring Underground

Loss or Damage to Insured Property whilst underground unless otherwise agreed and acknowledged by endorsement;

### 10 Ingress of Foreign Objects

Loss or Damage due to foreign matter being maliciously placed in Your Insured Property whilst it is left unattended unless the Damage is a direct result of forcible entry of any locking mechanism designed and fitted to prevent such loss or Damage.

### 11 Deterioration

Gradual deterioration, wear and tear, corrosion, oxidation, or deterioration due to lack of use or atmospheric conditions;

### 12 Defects

Loss or Damage due to any faults or defects known to You or Your employees at the time of commencement of this Policy;

### 13 Tyres

Loss or Damage to tyres and wheel rims caused by the application of brakes, road punctures, cuts and bursts not arising from an Accident;

### 14 Concrete

Loss or Damage to any concrete agitator, bowl, barrel or pump and/or its fittings caused by, or arising from the setting or hardening of concrete;

### 15 Normal Maintenance

Loss or Damage that can be corrected by normal maintenance, service or adjustment;

### 16 Risk of Material Damage

Loss or Damage that only has visual effect which means that it does not increase the risk for material Damage nor does it decrease the output of the Insured Property;

### 17 Unreported theft

Unreported theft or Damage discovered only at the time of taking an inventory;

### 18 Manufacturer liability

Loss or Damage for which the supplier or manufacturer is responsible either by law or contract.

### 19 Approved Fuel System

Loss or Damage caused by a fuel system which does not comply with the relevant Australian Statutory Standard.

## Section Two – Legal Liability

(Cover applicable to registered Mobile Plant only)

### Scope of cover

#### Cover for Damage to other people's property (legal liability)

Where Your Mobile Plant is registered or licensed as required by law for use on public roads, We will cover You for all amounts for which You become legally liable to pay as compensation in respect of loss or Damage to someone else's property caused by a motor vehicle Accident involving Your Mobile Plant which is partly or fully Your fault up to the limit of indemnity.

This cover will apply only if Your legal liability for loss or Damage to someone else's property arises out of the use of Your Mobile Plant and is subject to the applicable Excess/es, conditions, exclusions and limit of indemnity:

The most we will pay arising out of any one motor vehicle Accident is the Limit of Indemnity.

We also cover in accordance with this Section:

- (a) any person who at the time of a covered Accident was driving, using or in charge of Your Mobile Plant with Your permission;
- (b) a passenger travelling in Your Mobile Plant or who is getting into or out of Your Mobile Plant;
- (c) Your employer, principal or partner, arising from Your use of Your Mobile Plant.

### Limit of Indemnity

The maximum We will pay in respect of all claims arising from one Accident or series of Accidents resulting from the one original cause will not exceed:

- (a) \$5,000,000 for all losses, arising from the transportation of dangerous goods (as defined by the Australian Dangerous Goods Code) including clean-up, contamination or restitution of any land or waterway, provided:
- (b) \$30,000,000 for all losses, excluding any claim(s) arising from the transportation of Dangerous Goods (as defined by the Australian Dangerous Goods Code) including cleanup, contamination or restitution of any land or waterway; or

We will not cover, unless agreed by Us in writing, Your liability for any claim arising from the transportation of:

- (a) explosives or radioactive goods; or
- (b) gases in containers larger than 500 litres; or

- (c) all other Dangerous Goods in containers larger than 400 kg for solids or 450 litres for liquid or pastes; or
- (d) all Dangerous Goods where transport does not comply with Australian Dangerous Goods Code and any other applicable legislation and regulations.

## Additional Cover for supplementary bodily injury (legal liability)

We will also cover You, or a currently licensed driver of Your Mobile Plant using Your Mobile Plant with Your consent, for legal liability for death or bodily injury caused by or arising out of the use of Your Mobile Plant, if Your Mobile Plant is registered for use on a public road.

We will not pay:

- (a) if the event or series of related events that gives rise to the legal liability or any part of it is covered or indemnified in any way by any:
  - statutory or compulsory insurance Policy or any statutory or compulsory insurance, or
  - compensation scheme or fund, even if the amount recoverable is nil.
- (b) any amount of a claim over that recoverable under any:
  - statutory or compulsory insurance Policy or any statutory or compulsory insurance, or
  - compensation scheme or fund.
- (c) if the legal liability would have been covered or indemnified in any way if You had not failed to:
  - insure Your Mobile Plant,
  - register Your Mobile Plant, or
  - comply with the requirements of any statutory or compulsory insurance Policy or any statutory or compulsory insurance or compensation scheme or fund.
- (d) for Your legal liability to any:
  - person driving or in charge of Your Mobile Plant
  - of Your employees, or
  - member of Your Family.
- (e) for legal liability in respect of any psychological or psychiatric injury (other than to the extent that it is directly caused by or arises from serious physical bodily injury of the person who suffers the psychological or psychiatric injury).
- (f) unless You or the person claiming under this section have notified Us of a claim under this section within 6 months of You or that person first becoming aware of an intention to make a claim against You or that person.

- (g) for legal liability caused by or arising from an intentional act by You or any other person.
- (h) any amount of exemplary, punitive or aggravated damages.
- (i) if Your Mobile Plant is outside of Australia at the time of loss or Accident.

## Additional Benefits applicable to this Section

The Additional Benefits in this Section are inclusive of the maximum amount specified in the cover above.

We will also extend the cover above for the following (subject to the other terms and conditions of the cover above being met):

### 1 Falling goods

We will cover You if the Damage to someone else's property is caused by goods falling from Your Mobile Plant.

### 2 Legal Costs

You for all legal costs and expenses in defending Your legal liability or any other person covered Legal Liability in respect of any vehicle not owned or supplied by You while that vehicle is being used or driven by You or a person authorised by You in connection with Your business.

### 3 Loading and Unloading

We will cover You if the Damage to someone else's property is caused by the loading or unloading of Your Mobile Plant.

## Exclusions applicable to this Section

Under Section Two We will not pay for Your liability in relation to or for any of the following, to the extent permitted by law:

### 1 Damage to services

Damage to underground services, pipes or cables caused by or arising out of the use of Your Mobile Plant, or liability in respect of Damage to any land or fixed property arising howsoever from vibration or from the removal or weakening of or interference with support to land, buildings or any other property, arising out of the use of Your Mobile Plant.

If Your Mobile Plant comes into direct contact with overhead cables, wires or conduits, We will pay only for the repair of the direct Damage so caused, up to a maximum of \$100,000 for each event.

### 2 Trailers

Damage caused or contributed to by more than the legally permitted number of trailers attached to Your Mobile Plant.



### 3 Property in Your custody or control

Damage to property belonging to or in Your possession, custody or control.

### 4 Fines, Penalties, Punitive Damage

Punitive damages, exemplary damages, liquidated damages, aggravated damages and any additional damages resulting from the multiplication of compensatory damages.

### 5 Asbestos

Arising directly or indirectly out of, resulting from or in consequence of, contributed to or aggravated by or in any way involving asbestos in whatever form or quantity.

### 6 Pollutants

Damage caused by Pollutants unless the Damage arose from a cause which took place at a clearly identified place and point in time during the Period of Insurance or unless a discharge or dispersal release or escape was caused by a sudden Accident.

### 7 Tool of Trade

Loss or Damage caused by Your Insured Property, or any plant or equipment attached to Your Mobile Plant, if it is a tool or item of equipment, and is being used for the purpose for which it was designed, other than for driving on a public road or thoroughfare.

## General Exclusions applicable to all Sections of the Policy

These exclusions apply to the whole Policy to the extent permitted by law. We will not pay if:

#### 1 War

Loss or Damage is caused by any war, whether war be declared or not, hostilities or rebellion, civil war, revolution, insurrection, military or usurped power, invasion, act of foreign enemy.

#### 2 Nuclear

The loss or Damage is caused by ionising radiation or contamination by radioactivity from:

- (a) any nuclear fuel or from any nuclear waste; or
- (b) the combustion of nuclear fuel (including any self-sustaining process of nuclear fission); or
- (c) nuclear weapons material;

#### 3 Lawful seizure

The loss or Damage is caused by the lawful seizure, detention, confiscation, nationalisation or requisition of the Insured Property.

#### 4 Wilful acts

The loss or Damage is caused by any actual or alleged:

- (a) dishonest, fraudulent, criminal or malicious act; or
- (b) wilful breach of any statute, contract or duty; or
- (c) acts or omissions with intention of causing or with reckless disregard of the risk of causing injury or damage to a person or property whether or not with the Insured's knowledge;

carried out by You or any person acting with Your knowledge, consent or connivance.

#### 5 Territorial limits

The loss or Damage occurs outside the Commonwealth of Australia except as specifically stated otherwise in the Policy.

#### 6 Consequential Loss

Consequential loss of any kind, including but not limited to loss resulting from delay or lack of performance, loss of contract or depreciation in value of any undamaged insured item.

## 7 Faults or defects

Damage caused by faults or defects known to You or any employee or representative whose knowledge in law would be deemed to be Yours and not disclosed to Us at the time the Policy was entered into.

## 8 Failure to perform

Loss or Damage to any appliance, machinery, equipment or other property which is a computer or which contains or comprises any computer technology (including computer chip or control logic) and which fails to perform or function in the precise manner for which it was designed for any reason arising from the performance or functionality of such computer technology (including computer chip or control logic).

## 9 Computer Viruses

Loss or distortion caused by computer virus, being an executable program or computer code segment that is self-replicating, requires a host program or executable disc segment in which it can be contained and which destroys or alters the host program or other code or data causing undesirable program or computer system operation.

## 10 Terrorism

The Policy does not provide cover for death, injury, illness, loss, Damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any act of terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

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

The Policy also excludes death, injury, illness, loss, Damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection

with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

The above Terrorism exclusion will apply to the Policy unless otherwise provided for in the Terrorism Insurance Act 2003, in which event it may not apply to certain loss, Damage or liability covered by the Policy.

## 11 Operation under influence of alcohol or drugs

Damage, loss or injury is caused while Your Insured Property is being operated by any person impaired by or under the influence of any drugs or intoxicating alcohol, or by any persons with a percentage of drug or alcohol in their breath or blood in excess of that permitted by law.

However, if You can prove You did not know that the operator of Your Insured Property was so affected, We will cover You but not the operator of Your Insured Property.

## 12 Submitting to test

Following an Accident the operator of Your Insured Property refused to submit, when requested to do so by legally authorised authorities, to a test to determine the percentage of drug or alcohol in their breath or blood.

However, if You can prove You did not know that the operator of Your Insured Property refused to submit to the test, We will cover You but not the operator.

## 13 Unlicensed operator

Damage, loss or injury is caused while Your Insured Property is being operated (with Your consent) by any person who is not licensed under any relevant law to operate such Insured Property.

## 14 Overloaded plant or equipment

Loss, Damage, or liability arises whilst Your Insured Property is used as a crane or lifting device and was:

- (a) being used in a lifting operation where a single load is lifted by two or more cranes or lifting devices;
- (b) loaded in excess of the safe working load as specified in any relevant statutory regulation, or manufacturer's specification unless You can prove to Us that the event giving rise to the claim was not caused or contributed to by such excess load or that You had provided adequate instructions or precautions to prevent such use and did not know or could not reasonably have known that the operator was using the Machine in this manner;
- (c) being operated in contravention of any applicable statutory regulation unless You can prove to Us that the event giving rise to the claim was not caused or contributed to by such contravention.

## 15 Unroadworthy condition

Your Insured Property is used in an unroadworthy or unsafe condition.

However, We will cover You if You can prove that You did not know of the condition or could not reasonably have known, and that the loss, Damage or liability was not caused by or contributed to by the unroadworthy or unsafe condition.

## 16 Hire of plant or equipment

Loss, Damage or liability where the Insured Property is hired out by You without an operator, unless We have otherwise agreed to such hire by endorsement.

## 17 Tests

Loss, Damage or liability where the Insured Property is undergoing a test of any kind or is being used in a manner or for a purpose for which it was not designed.

## 18 Unregistered Mobile Plant

If Your Mobile Plant is unregistered at the time of the event giving rise to the claim.

However We will cover Your legal liability in respect of the unregistered Mobile Plant in a place that requires registration, provided:

- (a) You have complied with the appropriate statutory requirements and obtained necessary permits to move the unregistered Mobile Plant, or
- (b) Your Mobile Plant is a towed Mobile Plant for which registration is not required by law.

# Claims Procedure

## 1 Contact the Police

As soon as You become aware of anything happening which may result in a claim under the Policy You must, at Your own expense:

- (a) immediately inform the police of any Malicious Damage, theft, attempted theft or loss of property;
- (b) contact the police if any person was injured as a result of the Accident.

## 2 Contact Us as soon as possible

- (a) advise Us as soon as possible, telling Us how the loss, Damage or liability occurred;
- (b) take all reasonable action to recover lost or stolen property and minimise the claim;
- (c) as far as possible preserve any Insured Property, products, appliances, plant or other items which might prove necessary or useful as evidence until We have had an opportunity for inspection;
- (d) give Us all the information, proof and assistance We may require to prosecute, defend or settle Your claim including details of any other insurance effected by You or on Your behalf or under which You may claim;
- (e) immediately send Us any claim, writ, summons, or full details of other relevant legal or other proceedings such as an impending prosecution or inquest You receive or become aware of;
- (f) at all times give Us all the information and assistance We may reasonably require.

## 3 Do not admit liability

- (a) admit liability for, or offer, or agree to settle any claim without Our prior written consent;
- (b) authorise the repair or replacement of anything without Our prior written consent other than as provided for under the Emergency Repairs benefit, for safety reasons or to minimise or prevent further imminent loss, Damage or liability or to make good any minor Damage provided We are given reasonable opportunity to inspect the Damage before any repairs are made.

## 4 Next Steps following Damage

After You have advised Us of any loss or Damage as set out in this condition:

- (a) subject to the Insurance Contract Act, You must comply with all the terms of the Policy, including the general conditions before We will meet any claim under the Policy;

- (b) We have the right to recover from any person against whom You may be able to claim any money paid by Us. We will have full discretion in the conduct, settlement or defence of any claim in Your name. The amount recovered will be applied first to reducing the amount by which Your loss exceeds the payment made by Us plus any Excess applied. Any balance remaining after You have been fully compensated for Your loss, up to the amount We have paid to You to settle Your claim (including Our legal fees for recovery), will be retained by Us;
- (c) We may take over and conduct, in Your name, the defence or settlement of any claim and We will have full discretion in the conduct of any proceedings in connection with the claim;
- (d) We may pay You the Sum Insured or Limit of Liability under the applicable Section or any lesser amount for which a claim or claims under that Section may reasonably be settled. After We have paid You, We will no longer be liable for the claim(s) (or future conduct of the claim(s)) except for costs and expenses incurred up until the time We agreed to pay.

## 5 Recovery of Lost or Stolen Property

If You recover or find any lost or stolen Insured Property for which We have paid a claim, You must:

- tell Us immediately; and
- give Us the recovered or found Insured Property if We request You to do so.

## 6 Unavailable Parts

If We are unable to repair the part We may use new, recycled or reconditioned parts. If such parts are not available or appropriate, parts from alternative distribution channels may be used.

We will not pay any amount greater than the manufacturer of Your Insured Property's last list price in Australia (together with a reasonable charge for fitting) for the supply of any part, extra or accessory.

In the event that any part, extra or accessory cannot be obtained, We may choose to pay You the value of the part, extra or accessory (together with a reasonable charge for fitting) rather than supply the part, extra or accessory.

# General Conditions applicable to all Sections of the Policy

## Alteration of Risk

Notice of any intended alterations of or departure from normal working conditions that would materially affect the risk of loss, Damage or liability must be given to Us in writing. We shall not be liable for any loss or Damage resulting from an aggravated risk unless prior approval of the modification has been obtained from Us. If You do not give Us such notice before the happening of an event giving rise to a claim under the Policy then, subject to the Insurance Contracts Act 1984, We may refuse to pay a claim either in total or in part. However if such notice is given and We cannot approve any such modifications We may cancel the insurance on the insured item affected making a return of premium proportional to the unexpired Period of Insurance and the reduced risk.

## Automatic Additions and Deletions

We will include in Your cover any replacement or additional items of Insured Property acquired by You during the Period of Insurance provided that:

- (a) such additional Insured Property is of a substantially similar type to the Insured Property at the commencement of the Period of Insurance;
- (b) the maximum cover We provide on the acquisition under this Condition does not exceed \$250,000 or the Market Value of the acquisition, whichever is the lesser;
- (c) the Excess that applies on the acquisition will be the same as for similar items of Insured Property covered under the Policy;
- (d) You provide Us with written notice of such acquisition within 30 days of purchase and pay the additional premium We may require.

## Automatic Reinstatement of Sum Insured (Section One only)

In the event of a claim being paid under Section One for Insured Property, or under the Additional or Optional Benefits in Section One, the amount by which the Sum Insured is reduced in consequence of the Damage will be automatically reinstated as from the date of the Damage provided that:

- (a) there is no written request from You or written notice from Us to the contrary;
- (b) You pay the premium which We require for the reinstatement.

## Cross Liability

We agree that each person comprising the insured named in the Schedule or specified as entitled to cover is considered as if that person were the only person insured (except to the extent We specify otherwise), and We waive Our rights of subrogation against any of those persons.

## Examination

Our representatives shall be permitted at all reasonable times during the currency of the Policy to inspect and examine the Insured Property and the operating records. If during inspection by Us of any Insured Property under the Policy any new facts of a nature likely to increase the risk are observed You must at Our request restore the risk to normal within an agreed time. If You fail to do so We may cancel the Policy.

## Governing law and jurisdiction

The laws of Australia govern the Policy. Any dispute relating to the Policy shall be submitted to the exclusive jurisdiction of an Australian Court within the State or Territory in which the Policy was issued.

## Interests of other parties

- (a) The insurable interest of only those lessors, financiers, trustees, mortgagees, owners and all other parties having a legal interest or charge over the Insured Property and who are specifically noted in Your records, shall be automatically included as third party beneficiaries without notification to or specification by Us. The nature and extent of such interest is to be disclosed to Us in the event of Damage. Any other people not in this category or not named on the Schedule are not covered and cannot make a claim. All third party beneficiaries must comply with the terms and conditions of the Policy.
- (b) Where the protection provided by the Policy covers the interest of more than one party, any act or omission of an individual party will not prejudice the rights of the remaining parties:
  - (i) subject to General Exclusion 1.d. Wilful acts; and
  - (ii) provided the remaining parties must, immediately on becoming aware of any act or omission that increases the risk of loss, Damage or liability, give notice in writing to Us and on demand pay any reasonable additional premium We may require.

## GST Notice

The Policy has a GST provision in relation to premium and Our payment to You for claims. It may have an impact on how You determine the amount of insurance You need. Please read it carefully. Seek professional advice if You have any queries about GST and Your insurance.

## Sums insured

All monetary limits in the Policy may be increased for GST in some circumstances (see below).

## Claim settlements – Where We agree to pay

When We calculate the amount We will pay You, We will have regard to the items below:

1. Where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim (such as services to repair a Damaged item insured under the Policy) We will pay for the GST amount. We will pay the GST amount in addition to the Sum Insured/Limit of Liability or other limits shown in the Policy or in the Schedule. If Your Sum Insured/Limit of Liability is not sufficient to cover Your loss, We will only pay the GST amount that relates to Our settlement of Your claim.

We will reduce the GST amount We pay for by the amount of any input tax credits to which You are or would be entitled.
2. Where We make a payment under the Policy as compensation instead of payment for a relevant acquisition, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to had the payment been applied to a relevant acquisition.
3. Where the Policy insures Business interruption, We will (where relevant) pay You on Your claim by reference to the GST exclusive amount of any supply made by Your Business that is relevant to Your claim.

## Disclosure – Input Tax Credit Entitlement

If You register, or are registered, for GST You are required to tell Us Your entitlement to an input tax credit on Your premium. If You fail to disclose or understate Your entitlement, You may be liable for GST on a claim We may pay. The Policy does not cover You for this GST liability, or for any fine, penalty or charge for which You may be liable.

## Other Insurance

In the event of any claim being made under the Policy, You must notify Us of any other insurance covering the same loss or Damage of which You are aware.

## Reasonable care and maintenance

You must take all reasonable care to:

- (a) prevent loss, Damage or legal liability;
- (b) maintain the Insured Property in sound condition, in particular to minimise or avoid theft, loss, Damage or liability;
- (c) comply with all statutory obligations, by-laws, regulations, public authority requirements and safety requirements;
- (d) comply with all reasonable recommendations made by Us to prevent or minimise loss or Damage;
- (e) only employ competent employees and ensure they adhere to the requirements specified in (a)–(d) above.

## Salvage

If Your Insured Property is a Total Loss and We have agreed to replace the Insured Property or pay the Market Value or Sum Insured:

- the wreckage of the Insured Property will become Our property; and
- We will keep the proceeds of any salvage sale.

## Transfer

The insurance granted by the Policy shall cease to attach to any item of Insured Property in which Your interest passes from You otherwise than by will or operation of law unless Our consent for the continuance of the insurance is obtained and signified by endorsement hereon.

## Waiver of subrogation rights

To the extent permitted by law, We will not be liable to pay any benefits under the Policy for loss or Damage if You agree or have agreed to limit or exclude any right of recovery against any third party who would be liable to compensate You with respect to that loss or Damage.

## Your representative – authorisation

By entering into the Policy, You agree that the person representing You when completing the proposal is authorised to give and receive information on Your behalf in relation to all matters arising under the Policy and in accordance with the Insurance Contracts Act 1984.



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For all enquiries please call your insurance intermediary

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Allianz Australia Insurance Limited (Allianz)  
AFS Licence No. 234708  
ABN 15 000 122 850  
2 Market Street Sydney NSW 2000  
Telephone: 13 2664