

Change of Insurer – Endorsement

This endorsement is dated 01 August 2017 and will apply to all policies taken out, or with a renewal effective date, on or after this date.

The information in this endorsement should be read with the last Policy You received for the Policy specified in your Policy Schedule and any other applicable endorsement.

Changes to your Policy

Your Policy is amended by the following:

Change 1: Change to details of CGU Insurance Limited
ABN 27 004 478 371 AFS Licence No. 238291

All references to “CGU Insurance Limited ABN 27 004 478 371 AFS Licence No. 238291” are deleted and replaced by “Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 trading as CGU Insurance”.

Change 2: Change to details of CGU Insurance Limited

All references to “CGU Insurance Limited” are deleted and replaced by “Insurance Australia Limited trading as CGU Insurance”.

MACHINERY

INSURANCE POLICY



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Important Information

About CGU

CGU Insurance Limited is the underwriter of this insurance policy. Our Australian Business Number is 27 004 478 371. Our Australian Financial Services Licence Number is 238291.

Intermediary remuneration

CGU Insurance Limited pays remuneration to insurance intermediaries when we issue, renew or vary a policy the intermediary has arranged or referred to us. The type and amount of remuneration varies and may include commission and other payments. If you require more information about remuneration we may pay your intermediary you should ask your intermediary.

General Insurance Code Of Practice

The purpose of the Code is to raise standards of practice and service in the general insurance industry.

The objectives of the Code are:

- to commit us to high standards of service
- to promote better, more informed relations between us and you
- to maintain and promote trust and confidence in the general insurance industry
- to provide fair and effective mechanisms for the resolution of complaints and disputes between us and you; and
- to promote continuous improvement of the general insurance industry through education and training.

Our commitment to you

We have adopted and support the Code and are committed to complying with it.

Please contact us if you would like more information about the Code.

How to resolve a complaint or dispute

1. Talk to us first

If you have a complaint, the first thing you or your insurance adviser should do is speak to one of our staff. If your complaint relates specifically to a claim, speak with the claims officer managing your claim.

If the staff member or claims officer are unable to resolve the matter for you, you or your insurance adviser may speak to a manager. The manager will usually provide you with a response to your complaint within 15 business days. If the timeframe is impractical for any reason such as the need for more information or further investigation, they will discuss with you alternative timeframes. If you are not satisfied with our response or we cannot agree with you on alternative timeframes, you can go to step 2.

2. Seek a review

If the matter is still not resolved the manager will refer you or your insurance adviser to the relevant dispute handling department or area who will conduct a review of your dispute and will usually provide you with a response to your dispute within 15 business days. If the timeframe is impractical, we will discuss with you alternative timeframes.

If you are still not satisfied with our response to your dispute or we cannot agree on alternative timeframes, you can go to step 3.

3. Seek an external review

You are entitled to seek an external review of our decision. We will provide you with information about options available to you, including, if appropriate, referring you to the external dispute resolution scheme administered by the Financial Ombudsman Service Limited (FOS).

You will not be able to have your dispute resolved by the FOS if you are not eligible under the FOS's Terms of Reference.

Further information about our complaint and dispute resolution procedures is available by contacting us.

Your duty of disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, 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; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

Machinery Insurance Policy

Machinery insurance policy definitions

In this Policy the singular includes the plural unless the context requires an alternative construction.

The headings in bold type in this document are included for ease of identification of particular clauses and sections. These headings in bold type do not form part of this wording in any part of this document. Further, these headings in bold type have no contractual force.

For the purpose of this Policy the following definitions apply where the words are capitalised:

Act of Terrorism means 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:

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

Business means the business of the Insured at the Location as specified in the Schedule.

Cold Storage means the cold storage chamber including all parts of the refrigeration or controlled atmosphere gas generating and scrubbing plant system including the controlling switchgear necessary for the purpose of maintaining the temperature or gas concentration in the cold storage chamber at the Location.

Damage means sudden and unforeseen physical loss and/or physical damage to an Insured Item necessitating immediate repair or replacement to allow continuation of use.

Deterioration means deterioration, putrefaction, solidification or contamination of refrigerated Stock within Cold Storage.

Excess means the amount specified in the Schedule and elsewhere in the Policy which You must contribute to each claim or series of claims arising out of the one occurrence. If more than one excess is applicable to any one claim, then only the highest applicable excess for that Coverage shall apply. The excess may be expressed as:

- a) a specific monetary amount; or
- b) a percentage of the loss; or
- c) a period of time.

Explosion means sudden and violent rending of the permanent structure of the Pressure Equipment by force of internal steam, gas or fluid pressure (including pressure of ignited flue gases) causing displacement of any part of the Pressure Equipment, together with forcible ejection of its contents.

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Interest on unallocated premium

If we are unable to issue your insurance when we receive your application, we are required to hold your premium in a trust account on your behalf until your insurance can be issued. We will retain any interest payable by our bank to meet, among other things, bank fees and other bank costs we incur in operating the account.

How CGU protects your privacy

We use information provided by Our customers to allow Us to offer Our products and services. This means We may need to collect Your personal information, and sometimes sensitive information about You as well (for example, health information for travel insurance). We will collect this information directly from You where possible, but there may be occasions when We collect this information from someone else.

CGU will only use Your information for the purposes for which it was collected, other related purposes and as permitted or required by law. You may choose not to give Us Your information, but this may affect Our ability to provide You with insurance cover.

We may share this information with companies within Our group, government and law enforcement bodies if required by law and other who provide services to Us or on Our behalf, some of which may be located outside Australia.

For more details on how We collect, store, use and disclose Your information, please read Our Privacy Policy located at www.cgu.com.au/privacy. Alternatively, contact Us at privacy@cgu.com.au or 13 15 32 and We will send You a copy. We recommend You obtain a copy of the Privacy Policy and read it carefully.

By applying for, using or renewing any of Our products or services, or providing Us with Your information, You agree to this information being collected, held, used and disclosed as set out in this Privacy Policy.

Our Privacy Policy also contains information about how You can access and seek correction of Your information, complain about a breach of privacy law, and how We will deal with Your complaint.

GST means Goods and Services Tax and has the same meaning as set out in A New Tax System (Goods and Services Tax) Act 1999 (Cth) and related legislation as amended from time to time.

Insured means the person named as the insured in the Schedule.

Insured Item means any permanently fixed item of:

- a) Machinery
- b) Pressure Equipment,

specified as Insured in the Schedule which belongs to You or for which You are legally responsible or have assumed a responsibility to insure.

Location means the location or locations specified in the Schedule.

Limit of Liability means the maximum amount We will pay for any one claim as specified in the Schedule.

Machinery means all integral parts of plant and machinery together with associated switchboard controls and pressure pipe systems connected thereto, but does not include:

- a) Pressure Equipment
- b) computer systems or electronic equipment other than control equipment associated exclusively with and forming part of machinery; or
- c) any Mobile Machinery, vessel, craft or thing made or intended to fly, float or travel, or stored in or mounted upon such Mobile Machinery, vessel, craft or thing.

Mobile Machinery means any property on wheels, on skids or self-laid tracks, designed to be moved other than by manual or animal power.

Period of Insurance means the time cover commenced to the time cover expires as specified in the most recent Schedule.

Policy means this document, the most recent Schedule, the endorsements and any other notice We give You in writing.

Premium means the amount payable by You as set out in Your Schedule including GST and any other relevant government charges.

Pressure Equipment means the permanent structure of a boiler, pressure vessel, economizer or super heater and attaching pipe systems which are subject to internal steam, gas or fluid pressure (including vacuum but other than atmospheric pressure) and including all direct attachments connected to the permanent structure.

Stock means the perishable goods or products for sale by You including their packaging material specified in the Schedule belonging to You or for which You are liable.

We, Us, Our means CGU Insurance Limited, having the Australian Business Number 27 004 478 371 and Australian Financial Service Licence Number 238291.

You, Your means the person(s), companies or firms named on the current Schedule as the 'Insured'.

Section 1 Machinery cover

We will insure You for Damage to the Insured Items of Machinery and Pressure Equipment which occurs at the Location during the Period of Insurance.

Basis of settlement: Section 1

- 1.1 In the event of Damage which is covered by the Policy, the basis of settlement under the Policy will be:
 - a) in the case of Damage which can be repaired, We will pay the cost of repairs necessary to restore the Insured Item to its condition immediately before the occurrence of the Damage provided that the maximum amount We will pay for repairs is up to the Limit of Liability specified in the Schedule for the Insured Item
 - b) in the case of an Insured Item that cannot be repaired or an Insured Item that is deemed by Us to be uneconomical to repair or has been replaced with a new item, We will pay you the cost of replacement of the Insured Item by an item of similar function, type, capacity and quality in a condition equal to, but not better than, the condition of the Insured Item immediately before the occurrence of the Damage.
- 1.2 If We accept a claim under the Policy and determine that the Insured Item can be repaired, We will pay the cost of any provisional repairs to the Insured Item if such repairs constitute a reasonable and necessary part of the final repairs and do not increase the total overall repair cost.
- 1.3 The amount of each claim otherwise payable shall be reduced by the amount of the Excess shown in the Schedule.
- 1.4 If We accept a claim under the Policy and determine that the Insured Item could be repaired and components or components to the manufacturer's specifications are no longer available or are obsolete, We will not pay more than the cost which would have been incurred if the components or specifications had still been available in settlement of the claim. The amount payable will include the cost of transport, labour and the onsite cost of parts, subject with regard to onsite cost of parts to the same limitations as components.

Additional benefits applicable to Section 1

Each of the additional benefits below applicable to section 1 is subject to the terms of the Policy in so far as they can apply.

Reinstatement of sums insured

Following any claim being paid under the Policy, We will reinstate the Limit of Liability by the amount paid in relation to the claim.

Expediting expenses

Following Damage which has been admitted under this Policy and in addition to the amount payable under the basis of loss settlement, We will also pay the following reasonable expenses for:

- a) temporary repairs
- b) hiring of temporary Machinery or Pressure Equipment
- c) reprogramming of data, to computer controlled Machinery
- d) overtime; and
- e) express freight including overseas airfreight.

We will not pay for:

- i. expenses for specialists or consultants to travel from outside Australia; or
- ii. for air freight by aircraft specifically chartered for the purpose; or
- iii. for overtime charges which exceed 50 per cent (50%) of the cost of carrying out the repairs at ordinary rates; or
- iv. for any repairs or replacement of plant which has been hired or is on loan to You from a third party.

Our total liability under this additional benefit is limited to \$50,000 in total for any one claim or 20 per cent (20%) of the Limit of Liability for the type of cover shown on the Schedule, whichever is the lesser.

Machinery relocation

This Policy is extended to indemnify You against Damage which occurs:

- a) during relocation from one position at the Location to another position at the Location; and
- b) during the Period of Insurance.

Additional machinery purchased

Cover is extended to include additional Insured Items installed after the inception of this Policy at any Location providing:

- a) such additions must be of a similar type to the Insured Items installed at inception of the Policy
- b) such additions must be free from known defects and comply with any statutory requirements
- c) cover will not attach until such additions have become Your responsibility and have been commissioned and in continuous operation for not less than eight (8) hours; and
- d) where the Insured Item's new replacement value exceeds \$100,000 for any one item, You must notify Us of such additions in writing within 90 days of the commencement of such additions. We will require an additional Premium for such additions.

Loss of contents

Following Damage that has been indemnified under this Policy, We will pay for the reasonable cost to replace contents undergoing direct processing in an Insured Item which are lost, damaged or spoiled as a result of Damage to the Insured Item in which the contents are undergoing direct processing. This additional benefit does not provide any cover for deterioration of stock.

Our total liability under this additional benefit is limited to \$2,500.

Refrigerant cost or insulating oil

Following Damage that has been indemnified under this Policy, We will pay the cost of liquids or refrigerant gas for air conditioning or refrigeration units. We will also pay the cost of insulating oil from transformers or capacitors.

Our total liability in respect of the claim will not exceed the Limit of Liability for the type of cover shown on the Schedule.

Section 2 Optional cover for deterioration of stock

Where indicated as insured in the Schedule, We will indemnify You against Deterioration of Stock whilst contained in the Cold Storage as specified in the Schedule as a result of Damage to an Insured Item covered under section 1 which:

- a) causes a rise or fall in temperature of the Cold Storage; or
- b) causes a change in the concentration of gases in the Cold Storage; or
- c) causes contamination of Stock directly by contact with refrigerant gas or liquid leaking from an Insured Item of Machinery; or
- d) failure of thermostats or operation or failure of pressure controls or other limiting devices, but this will not include loss due to the manual operation of switches or valves; or
- e) failure of the public electricity supply at the terminal point of the supply authority's feed to the Location caused by:
 - i. Damage to the supply authority's system necessitating immediate repair to allow continuation of use; or
 - ii. a deliberate act of the supply authority performed for the sole purpose of safeguarding life or protecting a part of the supply authority's system which occurs at the Location and during the Period of Insurance.

Basis of settlement

In the event of a claim for Deterioration of Stock we will at Our option either:

- a) replace the deteriorated Stock; or
- b) pay the actual replacement cost price of the deteriorated Stock,

In respect of each settlement option above for which a claim is made under this Policy, we will deduct the Excess and the value of any salvage obtained following a claim.

Additional benefits applicable to Section 2

Seasonal increase

The limit for any one loss for Deterioration of Stock in Cold Storage will automatically increase by 30 percent (30%) during the following periods:

- a) 60 days before New Year's Day and 10 days following New Year's Day
- b) 30 days before Good Friday and 10 days after Good Friday; or
- c) as otherwise indicated on the Schedule.

Reinstatement of sums insured

Following any claim being paid under the Policy, We will reinstate the amount paid in relation to the claim provided that You pay any additional Premium that may reasonably be required by Us for the amount reinstated.

Disposal costs

Following a claim for Deterioration of Stock which has been admitted under this Policy, we will pay any reasonable cost you incur for charges to dispose of damaged Stock, subject to Our prior consent, and Our Limit of Liability is limited to \$2,500 less any Excess applicable.

Specific exclusions to Section 2

We will not pay for any deterioration:

1. arising out of improper storage or packing before, during or after refrigeration; or
2. arising out of an inherent defect in the refrigerated Stock
3. of Stock that has passed their use by or expiry date.

Condition applicable to Section 2

The conditions below only apply to section 2 of this Policy.

Limit of liability

The limit for any one loss for Stock mentioned in the Schedule will be the value declared by You to be the maximum replacement cost of the Stock in the cold chambers at peak time.

Exclusions applicable to Section 1 and Section 2

The exclusions set out below apply to all sections of this Policy.

We will not pay for:

1. any cost of repair or replacement of:
 - a) exchangeable parts and tools of all kinds including, but not limited to, drills, crushers, patterns for casting, knives, saw blades, stones, stamps, fuses; or
 - b) replacement parts including, but not limited to, conveyor belts, sieves, hoses, rubber, textile and plastic linings, bands, brushes, electrical contacts, heating elements, batteries, glass bulbs and tubes, x-ray tubes, diodes, tyres, ropes, chains, belts, seals, parts made of glass, porcelain or ceramics; or
 - c) foundation blocks, refractory or brick lining of furnaces, ovens and containers, firing grids, burner nozzles; or
 - d) fuels, filters, operating media (which does not include refrigerant gas), oils, lubricants; or
 - e) catalysts, chemicals, contact agents,
unless any of the above are damaged as a consequence of another cause Insured under this policy.
2. repair or replacement necessitated by:
 - a) wasting or wearing out of any parts caused by, or resulting from, ordinary use or working or gradual deterioration
 - b) blisters, imperfections in laminations, flaws or grooving; or

- c) rust, corrosion, cavitation, erosion, oxidation, deposits of scale, sludge or other sediment; or
- d) slowly developing deformation or distortion; or
- e) any direct consequences of progressive or continuous influences from working or atmospheric or chemical action, other than accidental contact with acids or other corrosive substances, causing damage which manifests itself within 24 hours of such accidental contact,

but We will be liable for other Damage to an Insured Item, resulting from such causes.

3. the cost of:
 - a) maintenance work including but not limited to the tightening of loose parts, recalibration or adjustments; or
 - b) alteration, additions, improvements or overhauls whether carried out in the course of repairing Damage or as a separate operation; or
 - c) modification or alteration of Insured Items to enable them to operate with a more ozone-friendly refrigerant gas as required by the United Nations Environmental Protection Montreal Protocol with respect to substances which deplete the ozone layer, or any statutory requirement, unless conversion is necessitated by Damage, or
 - d) replacement of lighting equipment, electrical mains or cables, reticulated liquid and gas piping; or
 - e) repairs to valves, fittings, glands, joints, gaskets, pipes, lines and connections which are defective or leaking; or
 - f) any unattended engine unless the engine is fitted with a working automatic safety monitoring device to stop the engine in the event of a system failure.
4. loss or Damage caused directly or indirectly by:
 - a) testing, intentional overloading or experiments involving the imposition of abnormal conditions; or
 - b) fire, explosion (other than a Pressure Equipment explosion), chemical explosion, lightning whether direct or indirect, extinguishing of fire and any subsequent demolition, dismantling and clearance of debris; or
 - c) earthquake, seaquake, tsunami, landslide, rock fall, storm, wind, hail, flood, inundation, water damage, hurricane, typhoon, cyclone, volcanic eruption or lightning; or
 - d) water, liquids, or substances discharged, overflowing or leaking from apparatus, appliances, pipes or other reticulation systems, unless such apparatus, appliances, pipes or other reticulation systems form part of the Machinery; or
 - e) steam, condensation or oxidation; or
 - f) theft or attempted theft; or
 - g) impact by vehicle, aircraft, watercraft or animal; or
 - h) an Insured Item which has been operated in an unsafe condition; or
 - i) an Insured Item not complying with Australian standards, codes or laws; or
 - j) faults or defects known to You or any employee whose knowledge in law would be deemed to be Your knowledge and not disclosed to Us at the time this insurance was arranged; or
 - k) erosion, subsidence, or collapse or any other movement of earth.

5. any loss or Damage arising out of liability assumed by You by contractual agreement, unless such liability would have attached to You notwithstanding such contract or agreement
6. liquidated damages, penalties for delay or detentions or in connection with guarantees of performance or efficiency, consequential loss, or liability of any nature
7. any loss or Damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences, namely:
 - war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil; or war
 - mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
8. any loss or Damage:
 - a) from property eligible for insurance by the relevant local nuclear Insurance pool and/or association; or
 - b) directly or indirectly caused by or contributed to by or arising from:
 - i. ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or
 - ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
 - iii. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
 - iv. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.
9. loss, cost or expense of any nature directly or indirectly caused by, resulting from or in any way connected with riot, strike or lockout regardless of any other contributing cause or event
10. any loss, Damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:
 - a) any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss; or
 - b) any action in controlling, preventing, suppressing, retaliating against or responding to the matters set out in paragraph (a) above.

The Policy also excludes loss, cost or expense of any nature directly indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.
11. loss or Damage of whatsoever kind arising directly or indirectly out of:
 - a) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of electronic data; or
 - b) error in creating, amending, entering, deleting or using electronic data; or
 - c) total or partial inability or failure to receive, send, access or use electronic data for any time or at all; or
 - d) any business interruption losses resulting therefrom, regardless of any other contributing cause or event whenever it may occur, unless such loss or Damage is a direct consequence of otherwise insured physical Damage.
12. actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of or in any way involving asbestos or any materials containing asbestos in whatever form or quantity
13. loss or Damage arising out of legal liability of any nature whatsoever.

General conditions applicable to sections 1 and 2

The following conditions apply to all sections of this Policy.

Cancellation

You may cancel the Policy at any time by giving Us written notice. Such cancellation will be effective from the date We receive Your written notice. We will refund the Premium less an amount:

- a) which covers the period for which You were insured; and
- b) reasonable administrative costs relating to the issue and cancellation of the Policy; and
- c) any government taxes or duties that are non-refundable.

We will not refund any Premium in respect of any Insured Item for which We have paid a claim or for which You are entitled to make a claim.

We may cancel the Policy only in accordance with the provisions of the Insurance Contracts Act 1984 (Cth). We will refund Your Premium less an amount which covers the period for which You were insured.

Payment of premium

The Policy will only come into existence when We accept Your application and You pay to Us and We receive the Premium. Until You pay the Premium, You are not insured under the Policy.

Alteration of risk

You must notify Us immediately of any proposed alterations or modifications to the business activities of the Insured and of any proposed departure from the working conditions and any changes in the circumstances which prevailed when the Policy came into existence which You know (or which a reasonable person in the circumstances could be expected to know) would materially increase the risk of a claim under this Policy.

If any such alteration, modification, departure or change increases the risk of Damage and We have not provided Our written consent to that alteration, modification, departure or change, then in the event of Damage, We may reduce or refuse to pay any claim.

Diligence

You must:

- a) take all reasonable precautions to protect the Insured Items; and
- b) fully comply with all legal requirements and instructions of manufacturers and suppliers regarding safety, installation and maintenance of the Insured Items; and
- c) ensure that any safety devices, where fitted or required, are in place and fully operational at all times.

If You do not comply with this condition, then in the event of Damage, We may reduce, or refuse to pay, any claim.

Examination

You must allow Our representatives to examine the Insured Item at any reasonable time.

Subrogation

Subject to the Insurance Contracts Act 1984 (Cth), We have the right to recover any payments made, or to be made, under the Policy from any party who You may be able to hold liable for the loss We have paid and:

- a) You and any other party entitled to cover under the Policy must provide Us with all information, documentation and co-operation We may require in relation to such recovery; and
- b) We will have full discretion in the conduct, defence or settlement of any claim and the right to take any action in Your name; and
- c) You and any other party entitled to cover under the Policy must fully co-operate with us in any legal proceedings available to Us and must provide Us with all information and documentation We require to conduct any such legal proceedings; and
- d) if We make any recovery as a result of such claim or legal proceedings against another party, You may only recover from Us any amount (if any) by which the amount recovered by Us exceeds the amount We paid You in relation to the loss and Our costs of recovery.

Fraud

If You make a claim under the Policy which is fraudulent or dishonest in any way, or You collude with anyone in order to make a fraudulent or dishonest claim under the Policy, We are entitled to cancel the Policy from inception and refuse to pay such claim.

Transfer of interest

No interest in this Policy can be transferred without Our written consent.

Policy-contribution

In the event that Damage is also insured by any other insurance policy or policies, the Insurance Contracts Act 1984 (Cth) will apply to any contribution under the Policy to the claim for Damage.

If You make claim under this Policy, You must advise Us in writing of any other insurance that wholly or partly covers the Damage.

Claims conditions

1. Upon the happening of any event which might give rise to Damage, You must:
 - a) notify Us immediately by telephone, email or facsimile and complete a claim form giving an indication of the circumstances, nature and extent of the event; and
 - b) take all reasonable steps within Your power to minimise the loss or Damage and prevent further loss or Damage; and
 - c) supply, at Your cost, all such proof, information and other evidence with respect to the claim as We may reasonably require; and
 - d) preserve the parts affected of any Insured Item and make them available for inspection by Us or Our representative; and
 - e) ensure that no repairs are undertaken or physical evidence of any Damage removed without Our consent first being obtained.

If You do not comply with these conditions, then in the event of Damage, We may reduce, or refuse to pay, a claim under the Policy.

2. When Damage occurs, You may appoint a licensed repairer of Your choice, but:
 - a) You must make the Insured Item available for inspection by Us, Our employees or agents; and
 - b) We reserve the right to invite, accept, adjust or decline estimates, or to arrange at Our expense for the removal of the Insured Item to and inspection by other repairers for quotation purposes.
3. In respect of Damage, You must
 - a) allow Us to have the sole conduct of all negotiations and proceedings; and
 - b) assist and cooperate with Us in all matters arising out of Damage as We may reasonably require, including recovery of costs from any party responsible for any Damage; and
 - c) notify Us of any other insurance that wholly or partly covers the same Damage.

Jurisdiction

Should any dispute arise between You and Us over the application of this Policy, such dispute shall be determined in accordance with the law of Australia and the States and Territories thereof. In relation to any dispute arising out of or incidental to this contract of insurance, the parties agree to submit to any court of competent jurisdiction in a State or Territory of Australia.

Notes

Notes

Notes

CONTACT DETAILS

Enquiries 13 24 81

Claims 13 24 80

Mailing address

GPO Box 9902 in your capital city

Sydney

388 George Street
Sydney NSW 2000

Melbourne

181 William Street
Melbourne VIC 3000

Brisbane

189 Grey Street
South Bank QLD 4101

Perth

46 Colin Street
West Perth WA 6005

Adelaide

80 Flinders Street
Adelaide SA 5000



[CGU.COM.AU](https://www.cgu.com.au)



Insurer
CGU Insurance Limited
ABN 27 004 478 371
AFSL 238291