Industrial Special Plant (ISP)

Product Disclosure Statement and Policy Wording



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ISP is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFSL 239545
Underwriting Agencies of Australia Pty Ltd (UAA), ABN 86 003 565 302, AFSL 238517

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Industrial Special Plant (ISP)

Product Disclosure Statement

About this booklet

There are two parts to this booklet. The first part is important information about this Policy including how the Insurer will protect the Insured's privacy and how to make a complaint or access the Insurer's dispute resolution service.

The second part is the Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because the Insurer does not know the Insured's own personal circumstances, the Insured should treat any advice in this booklet as purely general in nature. It does not consider the Insured's objectives, financial situation or needs. The Insured should carefully consider the information provided with regard to their personal circumstances to decide if it is right for them.

When this booklet becomes a Product Disclosure Statement

If the Insured acquires this insurance product as a retail client within the meaning of the *Corporations Act 2001* (Cth) and *Corporations Regulations 2001* (Cth), this booklet (together with any supplementary or accompanying documents provides to the Insured) forms part of the Product Disclosure Statement (PDS) for the product.

Whether an Insured is a retail client is determined in accordance with the *Corporations Act 2001* (Cth) and Corporations Regulations (Cth).

Updating our PDS

The information in this PDS is current at the preparation date however it might change over time.

When the Insurer makes a change that is materially adverse, either a supplementary PDS (SPDS) or a new PDS will be provided at renewal.

If the Insurer makes a change to information in the PDS that is not materially adverse, the Insurer may notify the Insured of the change and may not immediately update the PDS. However, the Insured can contact the Insurer for a copy of the change at no charge by the Insurer.

For more information or to make a claim

Please take the time to read through this booklet and if the Insured has any questions, needs more information or to confirm a transaction, the Insured should contact their financial services provider.

Please contact the Insured's financial services provider to make a claim. Full details of what the Insured must do for the Insurer to consider their claim are listed under General Conditions 11.04 'Claims procedure' and 11.05 'Co-operation in claims' of the Policy Wording.

About QBE

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 (QBE) is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). QBE have been helping Australians protect the things that are important to them since 1886.

QBE in the community

Premiums4Good™

QBE are committed to giving back to the communities that they operate in. Through Premiums4Good, QBE invest a portion of customer premiums into impact investments that aim to make positive environmental or social change, alongside a financial return. It is just another way QBE help in enabling a more resilient future.

About UAA

UAA is one of Australia's leading specialist underwriting agencies for mobile plant and construction equipment. The company that is now UAA was founded in 1972 in Newcastle NSW where our current head office and administration centre is located. In support of our Australia wide client base, we have additional offices located in Brisbane, Sydney, Melbourne, Adelaide and Perth.

This Policy is arranged by Underwriting Agencies of Australia Pty Limited (UAA), ABN 86 003 565 302, AFS Licence No. 238517 of Suite 202, 19A Honeysuckle Drive, Newcastle. In arranging this Policy UAA are acting as the agent of QBE and not as agent for the insured.

Important information

In this first part of the booklet we explain important information about this Policy including how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

Duty to take care not to make a misrepresentation

By law, the Insured must take reasonable care not to make a misrepresentation. A misrepresentation includes a statement that is false, partially false, or that does not fairly reflect the truth.

This means, prior to entering into an insurance contract, giving the Insurer true, complete and accurate answers to their questions, including where the Insured provides information on someone else's behalf. The Insurer uses the Insured's answers to decide whether to insure them and on what terms. If any of the Insured's answers are misleading, incomplete, inaccurate or fraudulent the Insurer may reduce or refuse to pay a claim, cancel their policy or treat it as if it never existed. If the Insured does not understand a question, they are unsure how to answer or if anything is unclear, please call the Insurer.

If the Insured is renewing their insurance, the Insured needs to carefully review the information provided in their renewal documents and check that it is true, complete and accurate. If any of the information is incorrect or has changed, the Insured must let the Insurer know before renewal. Some changes may impact the Insurer's offer of renewal terms. If the Insured does not understand a question, the Insured is unsure how to answer or if anything is unclear, please call the Insurer before they renew the Insured's policy. If the Insurer does not hear from the Insured and they renew their policy, the Insurer will take that to mean that the information provided in their renewal document is true and correct and that nothing has changed. If the Insured does not tell us about anything that has changed, or if they do not take reasonable care not to make a misrepresentation then the Insurer may reduce or refuse to pay a claim, cancel their policy or treat it as if it never existed.

Duty of Disclosure

Before the Insured enters into an insurance contract, they have a duty under the *Insurance Contracts Act 1984* (Cth) to tell the Insurer anything that they know, or could reasonably be expected to know, may affect the Insurer's decision to insure the Insured and on what terms.

The Insured has this duty until the Insurer agrees to insure them.

The Insured has the same duty before they renew, extend, vary or reinstate an insurance contract.

The Insured does not need to tell the Insurer anything that:

- reduces the risk the Insurer insures the Insured for; or
- is common knowledge; or
- the Insurer knows or should know as an insurer; or
- the Insurer waives the Insured's duty to tell QBE about.

If the Insured does not tell the Insurer something

If the Insured does not tell the Insurer anything they are required to, the Insurer may cancel the Insured's contract or reduce the amount they will pay the Insured if they make a claim, or both.

If the Insured's failure to tell the Insurer is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

The cost of this Policy

Premium is what the Insured pays the Insurer for this Policy and it is made up of the amount the Insurer has calculated for the risk and any taxes and government charges.

When calculating the Insured's premium the Insurer take a number of factors into account, including:

(a) The type of Business the Insured operates, which sections you elect to take cover under and the Sum Insured that is relevant to the Insured's Business. In addition, the Insured's claims history may impact the Premium.

(b) If the Insured elects to have a higher or lower Excess where this is an option.

(c) For plant and equipment, mobile Machines, static Machines and Motor Vehicles the type, age, location and use of these Machines and/or Motor Vehicles, along with the age and experience of the operator or driver may impact the Premium.

(d) For Broadform Liability (Section 7) the turnover of the Business, the number of staff, wage roll, engagement of contractors and/or labour hire personnel may also impact the Premium.

Information relating to premium calculation

The list of factors in 'The cost of this Policy' is not exhaustive. The Insurer may take other factors into account and add or remove factors. The importance the Insurer places on the factors they use to calculate the premium and how the factors combine, all affect calculation of the premium. Some factors will not affect all components of the premium and not all components of the premium may be subject to discounts in the same way or at all.

How the factors combine to calculate premium may also be impacted according to the Insured's circumstances and other underwriting considerations. The premium determined by a combination of the factors may be adjusted up or down to reflect the Insured's circumstances and underwriting considerations including the risk being insured and the value of any claims. An adjustment like this may increase or decrease the premium from the combination of factors and may limit discounts.

Minimum premium and the Insured's previous year's premium are commercial factors that may limit premium increases and decreases from the combination of the factors and any discounts. A minimum premium is the least amount of premium the Insurer will accept for the insurance and factors and any discounts will not reduce the premium below minimum premium. The Insured's previous year's premium is taken into account on renewal and may limit premium increases and decreases from the combination of the factors and limit discounts.

The premium the Insurer calculates according to the factors, the Insured's circumstances and other commercial factors, including taxes and government charges, will be shown on the Insured's Policy Schedule.

Cooling-off period

If the Insured changes their mind about their policy and have not made a claim, the Insured can cancel it within 21 days of the start or renewal date and we will give the Insured a full refund. If the Insured cancels their policy in these circumstances, the Insured will have no cover under the policy.

To cancel their Policy within the cooling-off period, contact your financial services provider.

The Insured can also cancel their Policy outside the cooling-off period, see 11.18 'Cancellation of the policy'.

General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. You can read the Code at insurancecouncil.com.au

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information about the Code Governance Committee please visit insurancecode.org.au

Misuse of our Products and Family Violence

QBE do not condone the misuse of their products for the purpose of financial abuse or disadvantage, including through family and domestic violence. QBE are here to provide support to their customers who may be impacted. Further details about QBE's Family and Domestic Violence Customer Support Policy are available at qbe.com/au

Family and Domestic Violence Customer Support

Family and domestic violence is a complex issue that UAA takes seriously.

UAA's family and domestic violence customer support policy is available on our website uaa.com.au

Privacy - UAA

UAA and the Insurer are committed to protecting the privacy of personal information in accordance with the Privacy Act. UAA's privacy principles set out at uaa.com.au explains what personal information is collected, why it is collected, how it will be used and to whom it can be disclosed.

See the full UAA Privacy Statement at uaa.com.au

Privacy - QBE

QBE take the privacy of the Insured's personal information seriously.

QBE will collect personal information directly from QBE when you deal with them, or sometimes through their agents, other companies in the QBE group or suppliers acting on their behalf. QBE will only ever collect the personal information QBE need in order to provide their services to the Insured, such as issuing and administering our products and services and processing claims. QBE will obtain agreement before collecting sensitive information, such as health information, unless QBE are required or permitted by law to collect it without agreement. Sometimes QBE may store and disclose the Insured's personal information overseas. When QBE do this, QBE ensures the Insured's information is retained in accordance with the Australian *Privacy Act 1988* (Cth) and local privacy laws.

QBE's Privacy Policy describes in more detail from whom QBE collect personal information, as well as where QBE store it and the ways QBE could use it. The Insured can find it at qbe.com/au/about/governance/privacy-policy

If the Insured would like to access or correct their personal information please contact QBE at customercare@qbe.com or on 1300 650 503.

UAA's privacy statement

UAA and the Insurer are committed to protecting the privacy of personal information in accordance with the Privacy Act. UAA's privacy principles set out at www.uaa.com.au explains what personal information is collected, why it is collected, how it will be used and to whom it can be disclosed.

See the full UAA Privacy Statement at uaa.com.au

Complaints

The Insurer is here to help. If the Insured is unhappy with any of their products or services, or the service or conduct of any of their suppliers, please let the Insurer know and they will do their best to put things right.

Step 1 – Talk to us

The Insured's first step is to get in touch with the team looking after their Policy, direct debit or claim. They can find their contact details on their policy documents, letters or emails from the Insurer.

Please provide the Insurer's team with as much information as possible so they can try to fix the problem quickly and fairly.

For additional assistance in lodging a complaint, please refer to qbe.com/au

Step 2 – Customer Relations

If the Insured's complaint is not resolved by the team looking after their Policy, direct debit or claim, the Insured can ask them to refer their complaint on to the Insurer's Customer Relations team. A Dispute Resolution Specialist will review the Insured's complaint independently and provide them with their final decision.

The Insured can also contact the Customer Relations team directly:

Phone	1300 650 503
Fax	(02) 8227 8594
Email	complaints@qbe.com
Post	GPO Box 219, Parramatta NSW 2124

Step 3 – Still not resolved?

If the Insurer is unable to resolve the Insured's complaint to their satisfaction within a reasonable time, or if the Insured is not happy with the Insurer's final decision, they can refer their complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). The Insurer is a member of AFCA and their decisions are binding on the Insurer.

Phone	1800 931 678
Email	info@afca.org.au
Post	GPO Box 3, Melbourne VIC 3001

AFCA will inform the Insured if their complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit afca.org.au

More information

The Insured can find more information about how the Insurer deals with complaints on their website at qbe.com/au or they can call the Insurer on 133 723 to speak with them or request a copy of the Insurer's complaints brochure at no charge by the Insurer.

Complaints just about privacy

If the Insured is not happy with how the Insurer has handled the Insured's personal information, call QBE on 1300 650 503 or email them at complaints@qbe.com. If the Insured is not satisfied with the Insurer's response, they can contact the Office of the Australian Information Commissioner (OAIC):

Phone	1300 363 992
Email	enquiries@oaic.gov.au
Post	GPO Box 5288, Sydney NSW 2001

Financial Claims Scheme

This Policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. You may be entitled to access the FCS if you meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority (APRA).

Phone	1300 558 849
Online	www.apra.gov.au/financial-claims-scheme-general-insurers

Significant benefits and features

The following is a summary only and does not form part of the terms of your insurance. The Insurer gives examples of some of the significant benefits and risks but the Insured needs to read the Policy Wording to make sure it matches their expectations.

Benefits and features	
Damage	Covers sudden and unexpected physical loss or damage to a Machine during the Period of Insurance.
Hired-In Plant (Responsibility to Owner)	Covers the Insured for liability to the owner of a hired machine for Damage during the Period of Insurance.
Financial Protection	Covers the Insured for Consequential Loss that occurs during the indemnity period if a Machine suffers Damage or Breakdown Damage causing interruption.
Breakdown	Covers Breakdown Damage that occurs in a Machine during the Period of Insurance
Road Risk	Covers Legal Liability for Property Damage arising from a Machine being used as a road registered Motor Vehicle during the Period of Insurance.
Broadform Liability	Covers Legal Liability for Personal Injury, Property Damage and Advertising Injury caused by an Occurrence in connection with the Business.

Policy Wording

This Policy is underwritten and issued by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

General Section

In consideration of the Insured's payment of the Premium to the Insurer, the Insurer agrees to indemnify the Insured in accordance with the terms of the Policy.

The Insured must pay the Premium by the due date. If the Premium is unpaid by that date, or payment is dishonoured, this Policy will not operate and there will be no cover.

General Definitions

Word or term	Meaning
Acquired Machine	means a machine or road registered Motor Vehicle: (a) not shown in the Schedule; and (b) acquired by the Insured by purchase, lease, hire-purchase, lease-to-buy or similar agreement after the commencement of the Period of Insurance; and (c) having a Market Value at the time of its acquisition by the Insured no greater than the amount shown in the Schedule for the relevant Section for 'Acquired Machines'; and (d) of a type similar to Machines shown in the Schedule.
Advertising Injury	means: (a) defamation; (b) infringement of copyright, title or slogan; (c) infringement of trade mark or service mark; (d) unfair competition or misappropriation of advertising ideas or style of doing business; or (e) invasion of privacy, in any public advertisement or arising out of advertising activities by or for the Insured in the course of the Business.
Aircraft	means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space, including when unmanned.
Attachment	means a tool which attaches to a Machine but does not include spare parts or items such as cutting edges, drill bits, moulds, patterns, non-metallic linings, pulverising, hammering or crushing surfaces, flexible pipes, trailing cables, driving belts or bands, and any parts requiring regular periodic replacement.
ATV	means an all terrain vehicle propelled by mechanical energy (which can be produced from combustible energy or electric energy), designed to travel on 3 or 4 wheels, with a seat designed to be straddled by the operator and handlebars for steering control.
Australian Dangerous Goods Code	means the edition of the Australian Code for the Transportation of Dangerous Goods by Road and Rail (or its equivalent) that is current at the time of an Occurrence.
Breakdown Damage	means the sudden and unexpected breaking, distortion, seizing, failure or breakdown of a mechanical, electrical or electronic part of a Machine: (a) occurring while the Machine is in operation in the course of the Business or during servicing or repairs (whether or not the servicing or repairs are by the Insured); and (b) caused directly and solely by a defect of the part, preventing normal use of the Machine.
Business	means the business of the Insured shown in the Schedule under 'Business Description'.

Capacity	means the maximum acceptable parameters taking into account: (a) recognised standards; (b) legislation and regulations; (c) manufacturers' recommendations; (d) load charts; (e) configuration of the Machine.
Company	means any legal entity other than a natural person.
Communicable Disease	means any disease which can be transmitted by means of any substance or agent from any organism to another organism where: (a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation of such, whether deemed living or not; and (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and (c) the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.
Computer System	means any computer, hardware, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or electronic data storage device, networking equipment or back up facility.
Configuration	means the maximum acceptable parameters relative to setting up for and/or lifting and/or lowering a load taking into account: (a) the length and angle of any jib or boom; (b) the weight of the load; (c) the distance between the load and the Machine; (d) the nature and incline of the surface on which the Machine is standing or resting; (e) the placement and extension of outriggers; (f) the weather conditions; (g) the speed of lifting, lowering, luffing or slewing; (h) counterweighting.
Consequential Loss	means the financial loss of the Insured described in whichever Cover Option is shown in the Schedule.
Constructive Total Loss	means the reasonable abandonment of the Machine because: (a) its Total Loss is unavoidable; or (b) it could not be preserved from Total Loss or destruction without the Insured incurring an expenditure which given the value of the Machine together with any such expenditure, would exceed its repaired and/or recovered value.
Damage	means: (a) sudden and unexpected physical loss, damage or destruction; or (b) permanent loss by theft.
Dangerous Goods	means things classified as 'dangerous goods' or their equivalent in the Australian Dangerous Goods Code but does not include goods classified as 'goods too dangerous to be transported'
Defence Costs	means the reasonable and properly incurred legal costs and expenses of defending a claim against the Insured for Legal Liability
Dry Hire	means the hire of a Machine where the person or Company hiring out the Machine does not provide a person involved in the operation of such Machine.
Electronic Data	means any facts, concepts and/or information converted to a form usable for communications, displays, distribution, processing by electronic, electromechanical data processing, electronically controlled equipment which includes but is not limited to programs, software or other coded instructions for such equipment.
Employee	means a person who, during the Period of Insurance and in the ordinary course of the Business, is: (a) employed by an Insured under a contract of service; (b) apprenticed to an Insured; (c) labour hire personnel engaged by an Insured; (d) deemed to be an employee or worker of an Insured under workers' compensation legislation; or (e) a director or partner of an Insured while performing employee duties.

Endorsement	means any clause shown in the Schedule.
Excess	means the amount that must be borne by the Insured, as shown in the Schedule, for each and every claim for a Machine or Section.
Hired in Plant	means plant and/or machinery hired in by the Insured and for which cover is provided under Section 2 of the Policy.
Hovercraft	means any vessel, craft or thing made or intended to transport persons or property over land or water supported on a cushion of air.
Indemnity Period	means the period of continuous Interruption: (a) commencing at the end of the Initial Period; and (b) ending at the earlier of: (i) repair or replacement of a Machine; or (ii) the end of the number of weeks of the 'Indemnity Period' shown in the Schedule.
Initial Period	means the period ending 14 days after the Insured gives notice of the Interruption to the Insurer unless otherwise specified in the Schedule.
Insured	means those named in the Schedule as the Insured.
Insurer	means QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.
Internet Operations	means: (a) use of electronic mail or messaging systems by an Insured or an Employee, including part-time and temporary staff and others within an Insured's Business or others communicating with an Insured's Business by electronic mail or messaging; and/or (b) access through an Insured's network to the world wide web or a public internet site by an Insured or an Employee, including part-time and temporary staff, contractors and others within an Insured's Business; and/or (c) access to an Insured's intranet (internal Company information and computing resources) which is made available through the world wide web for an Insured's customers or others outside an Insured's Business; and/or (d) operation and maintenance of an Insured's web site.
Interruption	means prevention of, or interference with, the normal use or operation of a Machine in the course of the Business to perform the functions for which it was designed, caused by and commencing upon Damage.
Lease Payment	means a periodic payment, to the holder of an Australian Financial Services Licence, for a Machine under a lease, hire-purchase or similar agreement relating to that Machine.
Lease Value	means the total amount remaining to be paid, and not already due and payable to the holder of an Australian Financial Services Licence for a Machine under the terms of the lease, hire-purchase or similar agreement relating to that Machine immediately preceding the Damage or Breakdown Damage.
Legal Costs	means: (a) the Insured's reasonable and properly incurred legal costs and expenses of defending a claim for Responsibility to Owner; and (b) the legal costs and expenses of a claim for Responsibility to Owner against the Insured incurred by a person or Company other than: (i) the Insured; or (ii) an Employee of the Insured, that the Insured is liable to pay.
Legal Liability	means an Insured's liability at law to pay compensation and legal costs to a person or Company other than to the Insured itself (except with respect to 11.20).
Limit Any One Loss	means the amount shown in the Schedule as 'Limit Any One Loss' for a Section.
Machine	means: (a) an item of machinery shown in the Schedule and insured by the Policy; and/or (b) Hired in Plant; and/or (c) Substitute Machine.

Malware or Similar Mechanism	means any programme code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programmes, data files or operations (whether involving self-replication or not), including but not limited to 'Virus', 'Trojan Horses', 'Worms', 'Logic Bombs' or 'Denial of Service Attack'.
Market Value	means the amount that a willing buyer and a willing seller would consider in an arm's length transaction after conducting proper research and the parties act in a knowledgeable, prudent and without compulsion, taking into account; condition, wear and tear, and location, but excluding stamp duty on transfers, registration and dealer warranty costs and charges.
Motor Vehicle	means: (a) a motor vehicle intended to be propelled on wheels or self-laid tracks by means other than human or animal power; and (b) a trailer or vehicle being towed or becoming detached while being towed by a motor vehicle, but excludes rail and tram rolling stock. *[Note: a Motor Vehicle is shown in the Schedule as a Machine.]*
North America	means: (a) the United States of America or Canada; and (b) any state or territory incorporated in or administered by or from the United States of America or Canada.
Occurrence	means: (a) a single event; and/or (b) a series of events attributable to the same single source or cause; and/or (c) continued or repeated exposure to substantially the same general conditions.
Overloading	means: (a) in relation to a Machine used in a lifting operation: (i) setting up, lifting, carrying, moving or lowering; or (ii) attempting to lift, carry, move or lower, a load that is or becomes greater than its Configuration and/or Capacity at any time during the lifting operation, and/or in relation to all Machines: (b) handling a load heavier or larger than allowed by law or its specifications.
Period of Insurance	means the period of cover of the contract of insurance as shown in the Schedule.
Personal Injury	means: (a) bodily injury death, sickness, disease, illness, physical disablement, shock, fright, mental anguish or mental injury; (b) false arrest, false imprisonment, wrongful detention or malicious prosecution; (c) wrongful entry or wrongful eviction; (d) publication or utterance of a libel, slander or other defamatory or disparaging material; or (e) assault or battery not committed by or at the direction of an Insured, except if reasonably committed for the purpose of preventing or eliminating danger to persons or property, in each case unintended and unforeseen by the Insured.
Policy	means: (a) this contract of insurance; (b) the Schedule; (c) the parts of the General Section and other Sections of this document that the Schedule shows are included in the contract of insurance; (d) the Endorsements; and (e) the Important Notices in the Proposal.
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.
Premium	means the amount that the Insurer will charge for insurance under the Policy including any amounts for taxes and government charges.
Products	means anything that the Insured has manufactured, grown, extracted, produced, processed, sold, supplied, distributed, repaired, serviced, treated, installed, assembled, erected or constructed in the course of the Business. This includes any packaging and containers. However, none of these things is deemed to be a 'Product' until after it has left the Insured's physical custody and legal control and is under the physical custody and legal control of another.

Product Defect	means a defect in or harmful quality of a Product caused by an error or omission unintended by and not known to the Insured, including an error in or omission of advice concerning the use or storage of a Product.
Property Damage	means: (a) physical loss, damage, destruction of tangible property, including resultant loss of use of that property; or (b) loss of use of tangible property that has not been physically damaged, lost or destroyed, both unintended and unforeseen by the Insured.
Proposal	means the proposal for this contract of insurance
Responsibility to Owner	means the Insured's liability for Damage to a Machine, under the express or implied terms of a hire contract for that Machine for: (a) the cost of repair or replacement of it; and/or (b) the hiring charges for it while it is unable to be used in consequence of the Damage, but does not include liability for demurrage or any other direct or consequential loss of the person or Company from whom the Insured hired that Machine.
Schedule	means the schedule for this contract of insurance.
Section	means Policy section.
Substitute Machine	means a machine: (a) being used by an Insured as a temporary replacement for a Machine while that Machine is undergoing repair, maintenance or servicing; and (b) of equivalent size, function and Market Value to that Machine, until that Machine is returned to the Insured following repair, maintenance or servicing.
Sum Insured	means the amounts shown in the Schedule for each Section.
Territorial Limits	means Australia.
Tool of Trade	means the use or operation of a Motor Vehicle and/or any attachment, equipment, tool or apparatus which forms part of the Motor Vehicle when it is being used for its designed purpose including boring, bulldozing, carrying and hauling (other than during road transport), chipping, clearing, compacting, configuring and deconfiguring, crushing, mobilising and demobilising, digging, discharging, drilling, grading, harvesting, hosing, levelling, lifting, loading and unloading, lowering, mixing (other than mixing during road transport), mulching, ploughing, pumping, scraping, shovelling, shredding, spraying, suctioning and vacuuming and tipping. For the avoidance of doubt, Tool of Trade also means the loading or unloading of the Motor Vehicle itself onto or from another machine, trailer or conveyance.
Total Loss	means the Machine is: (a) lost or stolen and not recovered; or (b) Damaged beyond repair or the Insurer reasonably considers the cost of repairing a Machine is uneconomical or greater than the maximum amount payable in respect of any one event of Damage less the value of any salvage.
UAA	means the Insurer's agent: Underwriting Agencies of Australia Pty Limited ABN 86 003 565 302 AFSL 238517.
UTV	means utility task vehicle propelled by mechanical energy (which can be produced from combustible energy or electric energy), designed to travel on 4 or more wheels, with a non-straddle seat, a steering wheel and/or pedals and/or levers for control.
Watercraft	means a thing intended to float, submerge or move in, on or under water.
Wet Hire	means the hire of a Machine where the person or Company hiring out the Machine provides a person to operate that Machine.
Wind Farm	means any area where wind turbines are being used, or are to be used, to produce electricity, whether under construction or otherwise.

1.00 Section 1 - Damage

1.01 The Insurer will indemnify the Insured against Damage to a Machine that occurs:

(a) within the Territorial Limits; and

(b) during the Period of Insurance.

1.02 The indemnity under this Section will not exceed the least of the cost of:

(a) repairing, or re-commissioning, re-erecting and reinstallation, to restore a Machine to a condition equal to its condition immediately prior to the Damage. No deduction will be made for depreciation in respect of normal working, serviceable or expendable parts that are replaced, except for engines, transmissions and drive trains. However, the cost of any alterations, additions, improvements and/or overhauls are not covered as part of the repair cost, unless agreed by the Insurer.

(b) will the Market Value of the Machine immediately prior to the Damage;

(c) an amount that indemnifies the Insured for Damage;

(d) the Sum Insured of a Machine shown in the Schedule for Section 1.

The Insurer will have regard to the circumstances of the Insured's claim and consider any preference the Insured may have.

1.03 When a Machine is deemed a Total Loss or Constructive Total Loss, and it is within three years of its original date of commissioning by its manufacturer or manufacturers' agent, in lieu of paragraph 1.02, the Insurer will replace it with a new item of similar make, model, series and Capacity (including accessories, stamp duty, dealer charges), subject to the following:

(a) that a similar new replacement machine is available in Australia. If a similar new replacement machine is not available in Australia, the claim will be settled in accordance with 1.02 or, if applicable, 1.07; and

(b) the maximum amount the Insurer will pay for its replacement will not exceed the lesser of 120% of the Sum Insured shown in the Schedule for that Machine or that Sum Insured plus $750,000; and

(c) this cover does not apply to a road registered Motor Vehicle being a sedan, station wagon, panel van, utility, 4x4 or minibus (with a carrying capacity of not greater than 15 persons) or a goods carrying vehicle with a gross vehicle mass not exceeding 4,500 kilograms (refer to 3.10); and

(d) for tower cranes, the Insurer will also indemnify the Insured up to a sublimit of $100,000 for the costs of commissioning, erecting and installation, at the same site where the Damage occurred, However, such costs do not include any costs in connection with maintenance, modifications, base supports or regular or scheduled inspections and are not cumulative with any benefits under Section 4 – Financial Protection.

1.04 The indemnity under 1.02 will not include any costs of the kind referred to in 3.05.

1.05 The aggregate of all indemnity payable under this Section and any additional benefit under Section 3 applying to this Section in connection with Damage to two or more Machines caused by one event will not exceed the aggregate of the Limits Any One Loss shown in the Schedule for this Section and Section 3.

1.06 The Excess will apply to each Machine for each event of Damage, but if one event causes Damage to two or more Machines simultaneously, the highest Excess applicable for any of those Machines will apply once in respect to all those Machines under this Section.

1.07 Market Value Plus

If the Schedule shows the Sum Insured for a Machine under Section 1 as 'Market Value Plus, the indemnity for Damage to a Machine will be:

(a) the Sum Insured; or

(b) if the Market Value of the Machine immediately preceding such Damage is less than 85% of the Sum Insured, that Market Value plus 15%.

Under this provision, the Insured is not obliged to have provided a valuation certificate prior to the commencement of the Period of Insurance.

Additional Benefits

1.08 Substitute Machines

The Insurer will indemnify the Insured in accordance with the terms of this Section for Damage to a Substitute Machine as if the Substitute Machine were shown in the Schedule.

1.09 Hired in Machines not covered by Section 2

For this additional benefit, 'Hired in Machines' means mobile machinery and equipment of a similar nature to that shown in the Schedule. It does not include road registered Motor Vehicles, that are a prime mover, road registered truck, trailer, sedan, station wagon, panel van, utility, 4x4, bus or light commercial vehicles or equipment that is of a static nature.

The Insurer will indemnify the Insured in accordance with the terms of this Section against Damage during the period of hire to Hired in Machines which are not shown in the Schedule (either for this Section or Section 2). The indemnity for Hired in Machines will not exceed $50,000 in the aggregate during the Period of Insurance.

The Excess applicable will be the Excess that would apply to such a Machine as if it was shown in the Schedule.

1.10 Trailers - Owned

(a) The Insurer will cover Damage to any trailer not shown in the Schedule, with a gross vehicle mass of less than 2,000 kilograms (other than a caravan), which is owned by the Insured while it is:

  (i) attached to a road registered Motor Vehicle; or

  (ii) detached from a Motor Vehicle and within the Insured's Business premises or the domestic land boundaries of the Insured's usual home address as long as it was not in a common area of home units, flats and the like.

(b) The Insurer will not pay for any property in or on the trailer.

(c) The maximum amount the Insurer will pay under this additional benefit is the Market Value of the trailer or $3,000 whichever is the lesser.

(d) The Excess will be that which applies to the attached road registered Motor Vehicle if attached, or $500 if detached.

1.11 Trailers - Not Owned

(a) The Insurer will indemnify Damage to any trailer, whilst attached to a Machine or parked in the Insured’s storage yard (designed to be attached to a Machine), which is not hired in, under a hire purchase or similar agreement, nor owned or leased by the Insured, but which is being used in the course of the Insured’s Business by the Insured. This cover does not include:

  (i) any contents contained in or on such trailers; nor

  (ii) caravans, temperature-controlled trailers, agitators or tankers for fuel, gas or powder.

(b) The most the Insurer will pay in the aggregate of all claims made under this benefit in any one Period of Insurance is $100,000. For clarification, the most the Insurer will pay for any one trailer is its Market Value or $100,000, whichever is the lesser amount.

(c) The Excess will be $2,500 in addition to any other Excess which may apply.

(d) Clauses 1.03, 1.06 and 1.07 do not apply to this benefit.

2.00 Section 2 – Hired-in Plant (Responsibility to Owner)

2.01 The Insurer will indemnify the Insured for Responsibility to Owner arising from Damage to Hired in Plant that occurs:

(a) within the Territorial Limits;

(b) during the Period of Insurance;

(c) during the period of hire; and

(d) while the Hired in Plant is in the physical possession and control of the Insured.

2.02 The indemnity for Hired in Plant will not exceed the least of:

(a) the reasonable cost of repairing and re-commissioning, re-erecting and reinstallation, to restore it to a condition equal to its condition immediately prior to the Damage. No deduction will be made for depreciation in respect of normal working, serviceable or expendable parts that are replaced, except for engines, transmissions and drive trains. However, the cost of any alterations, additions, improvements and/or overhauls are not covered as part of the repair cost, unless agreed to by the Insurer

(b) its Market Value immediately prior to the Damage;

(c) an amount that indemnifies the Responsibility to Owner;

(d) the Sum Insured shown for Section 2 in the Schedule.

2.03 When the Hired in Plant is a Total Loss or Constructive Total Loss, and it is within three years of its original date of commissioning by its manufacturer or manufacturers' agent, in lieu of paragraph 2.02, the Insurer will replace it with a new replacement item of similar make, model, series and Capacity (including accessories, stamp duty, dealer charges) subject to the following:

(a) that a similar new replacement item is available in Australia. If a similar new replacement machine is not available in Australia, the claim will be settled in accordance with the clause 2.02; and

(b) the maximum amount the Insurer will pay for a new replacement item will not exceed the lesser of 120% of the Sum Insured shown in the Schedule for that Machine or the Sum Insured plus $750,000; and

(c) this cover does not apply to a road registered Motor Vehicle being a sedan, station wagon, panel van, utility, 4x4 or minibus (with a carrying capacity of not greater than 15 persons) or a goods carrying vehicle with a gross vehicle mass not exceeding 4,500 kilograms; and

(d) for tower cranes, the insurer will also indemnify the Insured up to a sublimit of $100,000 for the costs of commissioning, erecting and installation, at the same site where the Damage occurred, However, such costs do not include any costs in connection with maintenance, modifications, base supports or regular or scheduled inspections and are not cumulative with any benefits under Section 4 – Financial Protection.

2.04 The indemnity under 2.02 will not include any costs of the kind referred to in 3.05.

2.05 The indemnity for Responsibility to Owner for Hired in Plant hire charges will be the lesser of:

(a) the amount shown for 'Hiring Charges' in the Schedule less the aggregate of all amounts already paid by the Insurer under this Section during the Period of Insurance; or

(b) the amount of Hired in Plant hire charges payable by the Insured under the hire contract for the duration of the Indemnity Period.

2.06 The aggregate of all indemnity payable under this Section and any additional benefit under Section 3 applying to this Section in connection with Damage to two or more Machines arising from the one event will not exceed the aggregate of the Limits Any One Loss shown in the Schedule for this Section and Section 3.

2.07 The Excess will apply to each item of Hired in Plant for each event of Damage, but if one event causes Damage to two or more items simultaneously, the highest Excess applicable for any of those items will apply once in respect to all such Machines under this Section.

Additional Benefits

2.08 On-Hire on Dry Hire Terms (Optional Additional Benefit)

If the Schedule shows that this additional benefit applies and also that the Business includes the hire of Machines to others, 2.01(d) will not apply and the Insurer will indemnify the Insured for Responsibility to Owner arising from Damage to a Machine hired in by the Insured on Dry Hire terms if the Damage occurs:

(a) within the Territorial Limits;

(b) during the Period of Insurance;

(c) during the period of hire; and

(d) while the Machine is on-hired to another person or Company on Dry Hire terms.

The Sum Insured for this additional benefit will be the amount shown in the Schedule.

2.09 Legal Costs

If a claim for Responsibility to Owner is made against an Insured, the Insurer will also pay:

(a) the Legal Costs in relation to that claim which the Insurer must pay before other Legal Costs are incurred and agreed in writing (which agreement will not be unreasonably withheld); and

(b) the Legal Costs and expenses of a claim made against the Insured but incurred by a person or Company other than the Insured or an Employee.

The indemnity for Legal Costs will not exceed the balance of $50,000, or other amount as specified in the Schedule, less the aggregate of any amounts for Legal Costs and costs under 2.09 already paid by the Insurer during the Period of Insurance.

3.00 Section 3 – Additional Benefits

Additional Benefits automatically applying to Sections 1 and 2 (unless otherwise shown in the Schedule to apply to other Sections)

3.01 Damage to Lifted Goods

(a) The Insurer will indemnify the Insured and/or an owner of goods who is not an Insured as if such owner was an Insured, for sudden and unexpected physical loss or damage to, or destruction of the goods occurring while the goods are in the possession and control of the Insured and lifted by or suspended from a Machine designed to lift them.

(b) There will be no indemnity under this additional benefit against:

(i) Physical loss, damage to or destruction of the goods caused directly or indirectly by or arising from a defect in or the fragility of the goods or their container; or

(ii) any Legal Liability of whatsoever nature.

(c) The Sum Insured and Excess for this additional benefit will be the amounts shown in the Schedule for 'Damage to Lifted Goods' and the Sum Insured under Section 1 and/or Section 2 will otherwise apply as if such goods were a Machine.

3.02 Multiple Crane Operation

The Insurer will indemnify the Insured for Damage occurring while two or more Machines are lifting together in accordance with Australian Standard 2550 (AS2550) or its current equivalent.

3.03 Expediting Costs

(a) If the Insurer is liable to indemnify the Insured under Section 1 and/or Section 2 for Damage, the Insurer will also indemnify the Insured for the reasonable additional costs necessary to effect immediate temporary repairs or to expedite permanent repairs to the Machine.

(b) The Sum Insured for this additional benefit will be the lesser of $50,000, unless otherwise specified in the Schedule for 'Expediting Costs' or 30% of the indemnity payable for the Damage under Section 1 and/or Section 2.

(c) If the Insured has not obtained the agreement of the Insurer (which will not be unreasonably withheld) prior to incurring the Expediting Costs, there will be no indemnity under this additional benefit.

(d) Notwithstanding 3.03, the Insurer will indemnify the Insured for up to $5,000 for reasonable and necessary emergency repairs to the Machine, without prior agreement from the Insurer.

3.04 Recovery Costs – No Damage

(a) If a Machine becomes immobilised or inaccessible and unable to be used as a result of a sudden and unexpected event, but there is no Damage, the Insurer will indemnify the Insured for the reasonable and necessary costs incurred which the Insurer has agreed in writing to pay (which agreement will not be unreasonably withheld) for recovering or attempting to recover such a Machine.

(b) The indemnity under this additional benefit will not exceed $100,000 unless otherwise specified in the Schedule for 'Recovery Costs - No Damage'.

(c) The Excess shown in the Schedule for 'Recovery Costs - No Damage' will apply to each event.

3.05 Recovery Costs – Damage

If the Insurer is liable to indemnify the Insured for Damage under Section 1 and/or Section 2, the Insurer will also indemnify the Insured against the reasonable and necessary costs, incurred with the Insurer's prior agreement (which will not be unreasonably withheld), for:

(a) disposing of the Machine, if it is destroyed; and/or

(b) dismantling, recovering and transporting the Machine for the purpose of repairing the Damage;

(c) returning the Machine to where it is usually kept following the completion of the repair;

(d) protecting the Machine from further Damage pending repair;

(e) removing from the site of the Damage, any dislodged parts of a Damaged Machine and fluids that have escaped from the workings of that Machine (but not any substance being transported).

The indemnity under this additional benefit will not exceed $250,000 unless otherwise specified in the Schedule for 'Recovery Costs - Damage'.

3.06 Employees' Property Damage

(a) The Insurer will indemnify an Employee for damage, destruction or loss by theft of the Employee's personal property caused by or arising from Damage to a Machine against which the Insurer is liable to indemnify the Insured.

(b) The indemnity under this additional benefit will not exceed the least of:

(i) the reasonable cost of repair of the property; or

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

(iii) an amount that indemnifies the Employee against the damage, destruction or loss of the property;

(iv) $10,000 unless otherwise specified in the Schedule for 'Employees' Property Damage'.

3.07 Indemnity to Hirer – Wet Hire

(a) Where the Insured has hired out a Machine to a hirer on Wet Hire terms and the hire agreement provides that:

(i) the Insured will arrange insurance for Damage to the Machine for the hirer; or

(ii) the Insured releases the hirer from liability ('waiver of subrogation') for Damage to the Machine,

the Insurer will indemnify the hirer according to the terms of Section 1 and/or Section 2 for Damage to such Machines occurring while on hire to the hirer.

(b) The indemnity under this additional benefit will not exceed the lesser of:

(i) the insurance or release that the hire agreement requires the Insured to provide to the hirer;

(ii) the Sum Insured.

3.08 Appreciation in Value

If Damage to a Machine occurs:

(a) its Market Value was equal to or less than its Sum Insured at the commencement of the Period of Insurance or the date during the Period of Insurance when it was added to the Schedule; and

(b) its Market Value immediately prior to the Damage exceeded the Sum Insured,

the Sum Insured will be increased by the amount of the Market Value, but not exceeding an additional 25% of the Sum Insured.

3.09 Extra Costs of Reinstatement

If repair of a Machine following Damage results in it being in a condition better than it was immediately prior to the Damage due to:

(a) a requirement to comply with legislation in order to allow the Insured to recommence normal use of such a Machine; and/or

(b) the Insured would have had to comply whether or not the Damage had occurred; and/or

(c) repair requires a part that is no longer available,

then the Insurer will pay for the repair, but the amount payable for such repair under this additional benefit (in addition to the indemnity limited under Section 1 and/or Section 2 will not exceed the lesser of 10% of the Sum Insured, or $50,000, unless otherwise specified in the Schedule for 'Extra Costs of Reinstatement'.

3.10 Road Registered Motor Vehicles

The following additional benefits apply to a road registered Motor Vehicle being a sedan, station wagon, panel van, utility, 4x4 or minibus (with a carrying capacity of not greater than 15 persons) or a goods carrying vehicle with a gross vehicle mass not exceeding 4,500 kilograms insured under Section 1 - Damage only.

(a) **New Road Registered Motor Vehicle Replacement**

The Insurer will replace the road registered Motor Vehicle with a new one of the same make, model or series so long as it is available in Australia and:

(i) the road registered Motor Vehicle is a Total Loss or Constructive Total Loss;

(ii) it was purchased new by the Insured from the manufacturer or their dealer;

(iii) the road registered Motor Vehicle is less than three years old from when it was first registered;

(iv) the declared Sum Insured is not less than 85% of the Market Value; and

(v) if the road registered Motor Vehicle is financed and the financier gives the Insurer written agreement to replace it.

(b) If a new replacement road registered Motor Vehicle is not available, the Insurer will replace the road registered Motor Vehicle with the nearest equivalent, as long as it is available in Australia.

(c) If the Insured and Insurer cannot agree on a replacement road registered Motor Vehicle, the Insurer will pay an amount that it would cost the Insured to purchase a new road registered Motor Vehicle that is the same as, or a new equivalent of, the one which needs replacing.

(d) If an Excess is applicable, it must be paid to the Insurer before the Insurer replaces the road registered Motor Vehicle.

(e) The Insurer will also pay registration costs for that period (but not exceeding 12 months) together with stamp duty and dealer charges on the new road registered Motor Vehicle. Any refund of registration fees or stamp duty from the old road registered Motor Vehicle will be refunded to the Insurer.

(f) If the road registered Motor Vehicle does not meet all of the criteria in 3.10a, the claim will be settled in accordance with the terms of the Section of this Policy that would otherwise apply to that Motor Vehicle.

(g) **Tyre Replacement**

If the Insurer provides indemnity in respect to an event of Damage under the Policy which necessitates repairs to a road registered Motor Vehicle and any tyre cannot be used as a direct result of the Damage sustained from that event, the Insurer will indemnify the new replacement cost for a tyre of a similar make and specification.

This additional benefit is applicable provided that the condition of the damaged tyre's remaining tread conforms with legal requirements at the time of Damage and it was not a re-capped or re-treaded tyre.

(h) **Hire Car Costs Following Theft**

If the road registered Motor Vehicle is stolen and the Insurer agrees to indemnify the Insured, the Insurer will allow an amount of up to $10,000 over a period of up to 30 days, unless otherwise specified in the Schedule for 'Hire Car Costs Following Theft', for the reasonable cost of hiring a similar road registered Motor Vehicle provided that:

(i) the Insurer will not pay for hiring charges incurred after the date of recovery of the road registered Motor Vehicle if it can still be legally driven; and

(ii) indemnity ceases once the Insurer indemnifies the claim under the Policy, or the road registered Motor Vehicle is repaired and driveable, whichever occurs first.

It is the Insured's responsibility to make arrangements and payment for the hire vehicle. The Insurer is not responsible for ensuring that a hire vehicle is available. The Insured shall furnish to the Insurer a copy of the rental agreement and receipts for the hire vehicle before reimbursement occurs.

(i) **Lease, Hire Purchase or Financial Agreement Payout**

Where a road registered Motor Vehicle is declared a Total Loss or Constructive Total Loss, and is subject to a lease, hire purchase or any financial agreement through a financial institution directly related to financing of it, and the payout figure exceeds the Total Loss amount, the Insurer will pay the Total Loss amount of the road registered Motor Vehicle, plus an additional amount of up to 25% of the Total Loss amount provided that:

(i) this amount and the Total Loss amount do not exceed the financial institution payout figure; and

(ii) any payment over the Total Loss amount does not include payments that are in arrears at the time of Damage occurring; and

(iii) that any additional payment over and above the Total Loss amount will include any discounts applicable for full payment of the financial contract.

3.11 Attachments

For this additional benefit, the definition of Machine is extended to include any attachment acquired with or for a Machine which is:

(a) permanently attached to or used solely with that Machine (and included within the Sum Insured); or

(b) if not described in 3.11(a) and not shown in the Schedule, an Attachment having a Market Value at the commencement of the Period of Insurance (or at the date on which, during the Period of Insurance, the attachment was acquired) up to a maximum of $15,000 unless otherwise specified in the Schedule for 'Attachments'. The Excess will be $1,000 for each event of Damage to such Attachment.

An Attachment valued over $15,000, or other amount shown in the Schedule for 'Attachments', that is not permanently attached to, or used solely with, a particular Machine, must be shown in the Schedule otherwise it is not insured by the Policy.

3.12 Owner's Protection – Excluding Dry Hire

(a) In the event of misconduct or misuse of a Machine by an Employee, the Insurer agrees not to apply exclusions 7.24, 9.01(b) to 9.01(h) or condition 11.02(a).

(b) This additional benefit will not apply if a Machine was hired out by the Insured on Dry Hire terms and/or the Employee was:

(i) an owner of a Machine; and/or

(ii) a director or partner of an Insured,

acting with the knowledge of, or was influenced by, 3.12(b)(i) or 3.12(b)(ii), unless the Insured did not know, and could not reasonably have known, of the misconduct or misuse and had in place, policies and procedures to prohibit such misconduct or misuse.

3.13 Windscreen or Window Glass Replacement

(a) This additional benefit applies to Damage to windscreens or window glass where the Damage comprises a fracture that extends through the entire thickness of the glass, or where the windscreen is laminated, a fracture extending through all layers of the lamination, or where the Damage is sufficient to prevent road registration by the appropriate authority.

(b) The Insured will not be required to contribute any Excess for Damage to windscreens or window glass provided there is no other Damage to the Machine. The maximum aggregate amount that the Insurer will pay under this additional benefit in relation to Excess-free windscreen claims is $10,000 in any one Period of Insurance, unless otherwise specified in the Schedule for 'Windscreen and Glass'. This does not include Motor Vehicles (refer to 3.13(c)).

(c) If the damaged windscreen or window glass belongs to a road registered Motor Vehicle being a sedan, station wagon, panel van, utility, 4x4 or minibus (with a carrying capacity of not greater than 15 persons) or a goods carrying vehicle with a gross vehicle mass not exceeding 4,500 kilograms, the Insured will not be required to pay an Excess for Damage to the windscreen or window glass, provided there is no other Damage. This additional benefit applies only to the first damaged windscreen or window glass claim for each vehicle during any one Period of Insurance.

3.14 Signwriting

The Insurer will indemnify the Insured for Damage to sign writing or fixed advertising signs or materials forming a permanent part of the Insured's Machine at the time of Damage occurring.

3.15 Repatriation of Employee

If a Machine suffers Damage indemnified by the Policy, the Insurer will allow for the reasonable costs of overnight accommodation and returning an Insured Employee to the point of their departure, or at the Insured's option, to the Employees' destination, of up to $5,000 in total, unless otherwise specified in the Schedule for 'Repatriation of Employee' provided that:

(a) such a Machine was more than 250 kilometres from its normal parked address or point of departure at the time of the Damage;

(b) such a Machine was being used in connection with the Business;

(c) the costs involved do not relate to emergency medical transportation; and

(d) the Insured had not intended to pay for overnight accommodation in any event.

3.16 Locks and Keys

(a) If the keys of a Machine are lost, destroyed or damaged, or if there are reasonable grounds to believe the keys may have been illegally duplicated, the Insurer will pay the costs of replacing and recoding the locks and/or keys.

(b) The Insurer will indemnify an amount of up to $2,500 per Machine and a maximum indemnify amount of up to $10,000, unless otherwise specified in the Schedule for 'Locks and Keys', in the aggregate during any one Period of Insurance.

This additional benefit is not subject to there being Damage covered by this Policy, however the Excess will be $1,000 for each event.

3.17 Fire Brigade and / or Emergency Service Charges

The Insurer will indemnify the Insured for fire extinguishment costs charged by the Fire Brigade, or emergency services costs, in relation to a Machine. The Insurer will pay a maximum amount up to $25,000, unless otherwise specified in the Schedule for "Fire or Emergency Service", in the aggregate for such costs during any one Period of Insurance.

3.18 Funeral and Counselling Expenses

In the event of Damage to a Machine indemnified by the Policy, and where an Employee sustains a fatal injury, whether or not death occurs at the time of the Damage, the Insurer agrees to contribute to:

(a) associated burial or cremation costs and to include travel costs within Australia for any member of the immediate family or the estate of the deceased Employee; and/or

(b) counselling for any co-worker also employed by the Insured.

This additional benefit will not be reduced by any accident compensation.

The Insurer will pay a maximum indemnity amount up to $10,000, unless otherwise specified in the Schedule for 'Funeral and Counselling Expenses', in the aggregate during any one Period of Insurance for this additional benefit.

3.19 Additions / deletions of Machines

(a) The Insurer will indemnify the Insured in accordance with the terms of Section 1 and/or Section 2 if Damage to an Acquired Machine occurring within 60 days, unless otherwise specified in the Schedule, after its acquisition by the Insured.

(b) There will be no indemnity under this additional benefit for Damage to an Acquired Machine occurring within 60 days, unless otherwise specified in the Schedule, unless the Insured has:

(i) provided the Insurer a written declaration disclosing the acquisition and all details relevant to its insurance under the Policy required by the Insurer; and

(ii) paid the additional Premium for insuring the Acquired Machine.

(c) The Sum Insured for an Acquired Machine under this additional benefit will be the Market Value at the time of its acquisition by the Insured.

(d) The Excess applicable will be the Excess that would apply to such a Machine as if it was shown in the Schedule

(e) The Excess will apply to each Acquired Machine for each event of Damage however if one event causes Damage to two or more Acquired Machines, the highest Excess will apply.

(f) If the Insured makes a written request to the Insurer to delete a Machine from the Schedule with effect from a specified date, the Insurer will refund to the Insured the Premium from the date the request was made (which may not necessarily be the specified date) for the deleted Machine for any unexpired part of the Period of Insurance and 11.18(b) will not apply.

3.20 Agreed Value

If the Schedule shows the 'Cover Basis' for a Damaged Machine under Section 1 and/or Section 2 as 'Agreed Value', the indemnity under Section 1 and/or Section 2 will not be limited by the Market Value of such a Machine, but will be the lesser of:

(a) the reasonable cost of repairing the Machine, re-commissioning, re-erecting and re-installing a Machine to restore it to a condition equal to its condition immediately prior to the Damage; or

(b) the Sum Insured.

3.21 Owner's Protection Plus – Including Dry Hire and Wet Hire

(a) If the Schedule shows 'Owner's Protection Plus' is 'Included' under Section 1 and/or Section 2, this additional benefit applies to Machines operated by the Insured or hired out by the Insured on Dry Hire or Wet Hire terms.

(b) In the event of misconduct or misuse of a Machine by an Employee, a hirer or a person engaged in the operation of the Machine, the Insurer agrees not to apply exclusions 7.24, 9.01(b) to 9.01(h) or condition 11.02(a).

(c) This additional benefit will not apply if the Employee, the hirer, or the person engaged to operate a Machine was:

(i) the owner of a Machine; and/or

(ii) a director or partner of an Insured

acting with the knowledge of, or was influenced by, 3.21(c)(i) or 3.21(c)(ii), unless the Insured did not know, and could not reasonably have known, of the misconduct or misuse and had in place, policies and procedures to prohibit such misconduct or misuse.

(d) Nothing in this additional benefit will affect the Insurer's rights of subrogation, including against the hirer.

3.22 Hired-out Plant – Damage Waivers

(a) If the Schedule shows 'Hired-Out Plant (Damage Waivers)' is 'Included' under Section 1 and/or Section 2, and the Insured has hired out a Machine to a hirer on Dry Hire terms, and the hire agreement between the Insured and the hirer provides that:

(i) the Insured will arrange for the hirer to be insured for Damage to the Machine; or

(ii) the Insured will releases the hirer from liability for Damage to the Machine,

4.00 Section 4 – Financial Protection

4.01 The Insurer will indemnify the Insured against Consequential Loss that occurs during the Indemnity Period if Damage or Breakdown Damage occurs to a Machine:

(a) within the Territorial Limits; and

(b) during the Period of Insurance; and

(c) and causes Interruption.

4.02 There will be no indemnity under this Section unless a Machine is insured against:

(a) Damage under Section 1; and/or

(b) Breakdown Damage under Section 5; and

the Insurer has agreed to indemnify the Insured for the Damage or Breakdown Damage that caused the Interruption.

4.03 If 4.02(b) applies, 9.06(c) will not apply to this Section.

4.04 The Insured will take all reasonable steps to reduce Consequential Loss, including using or hiring a Substitute Machine during the Indemnity Period.

4.05 The Insurer will have the right, but not the obligation, to arrange the hire of another machine by the Insured during the Indemnity Period.

4.06 There will be no indemnity against any Consequential Loss that the Insured could have avoided by taking all reasonable steps to reduce Consequential Loss, including using another Machine or hiring another machine during the Indemnity Period.

4.07 Any indemnity under this Section does not relieve an Insured from any obligation to pay an Excess under any other Section of this Policy.

4.08 The aggregate of all indemnity payable under this Section arising from the one event will not exceed the Limit Any One Loss shown in the Schedule for this Section.

4.09 The Insurer will indemnify the Insured against Consequential Loss in accordance with whichever of the following Cover Options the Schedule shows apply to this Section:

Key for Cover Options 4.09(a) to 4.09(c)

A -	the average weekly revenue directly to the Insured directly from use of a Machine in the course of the Business for the whole period of the Insured's possession or ownership of a Machine during the 12 months immediately preceding the Damage or Breakdown Damage, multiplied by the number of weeks of the Indemnity Period.
B -	the revenue from use of a Machine or another machine in the course of the Business during the Indemnity Period.
C -	the increase in the cost of normal use of a Machine in the course of the Business reasonably and necessarily incurred by the Insured during the Indemnity Period to reduce loss of revenue, together with the cost to hire another machine at market rate during the Indemnity Period.
D -	all savings during the Indemnity Period in the cost of use of a Machine resulting from the Damage or Breakdown Damage.

(a) **Cover Option 1 – Loss of Revenue and Increased Cost of Working**

The Insured's financial loss resulting from the Interruption calculated as follows:

[(A – B) + C] – D

(b) **Cover Option 2 – Loss of Revenue**

The Insured's financial loss resulting from the Interruption calculated as follows:

(A – B) – D

(c) **Cover Option 3 – Increased Cost of Working**

The Insured's financial loss resulting from the Interruption calculated as follows:

C – D

(d) **Cover Option 4 – Lease Payments Protection**

Each Lease Payment for a Machine that first becomes due and payable by the Insured during the Indemnity Period, calculated as 90% of:

(i) the amount of the Lease Payment equivalent to the payment for one full month, if the Indemnity Period is one month or less; or

(ii) the amount of the Lease Payments calculated on a daily pro-rata basis, if the Indemnity Period exceeds one month.

(e) The Insurer will not indemnify the Insured for:

(i) any balloon payment or residual value payment for a Machine;

(ii) any payment that first became due for payment before the Damage or Breakdown Damage happens; and

(iii) any interest on such payment.

(f) **Cover Option 5 – Lease Value Protection**

The Lease Value for a Machine if, by reason of the Damage or Breakdown Damage:

(i) that Machine is destroyed or permanently lost or, it is uneconomic to repair; and/or

(ii) the Lease Value becomes due and payable by the Insured, to the holder of an Australian Financial Services Licence under the lease, hire-purchase or similar agreement,

calculated as the amount by which the Lease Value exceeds the amount of the indemnity for the Damage or Breakdown Damage under Section 1 or 5 or the other equivalent insurance referred to in 4.02 of this Section, but not exceeding 25% of the amount of that indemnity.

(g) The Insurer will not indemnify the Insured for:

(i) any payment that first became due for payment before the Damage or Breakdown Damage happens; and

(ii) any interest on such payment.

4.10 All Cover Options (Above)

(a) The aggregate of indemnity against all Consequential Loss under a Cover Option during the Period of Insurance will not exceed the Sum Insured for that Cover Option.

(b) The indemnity for Consequential Loss arising from each event of Damage or Breakdown Damage will not exceed the balance of the Sum Insured for the relevant Cover Option, after deducting the aggregate of all amounts already paid by the Insurer under the Cover Option during the Period of Insurance.

5.00 Section 5 – Breakdown

5.01 The Insurer will indemnify the Insured for Breakdown Damage that occurs:

(a) within the Territorial Limits; and

(b) during the Period of Insurance.

5.02 Clause 9.06 will not apply to this Section.

5.03 The aggregate of all indemnity payable for any one event will not exceed the aggregate of the Limit Any One Loss shown in the Schedule for this Section.

5.04 The indemnity against Breakdown Damage under this Section will not exceed the least of the cost of:

(a) dismantling and transporting the Machine if necessary for the purpose of repairing the part;

(b) repairing (including, if necessary, replacing) the part to a condition equal to its condition immediately prior to the Breakdown Damage; and

(c) re-commissioning, re-erecting and re-installing the Machine following the repair;

(d) the Market Value of the Machine immediately prior to the Breakdown Damage;

(e) an amount that indemnifies the Insured against the Breakdown Damage;

(f) the Sum Insured.

5.05 The Excess for a Machine will apply for each event of Breakdown Damage.

6.00 Section 6 – Road Risk

6.01 The Insurer will indemnify the Insured for Legal Liability for Personal Injury or Property Damage:

(a) first occurring during the Period of Insurance; and

(b) caused by an Occurrence within the Territorial Limits resulting from using, operating or towing a road registered Motor Vehicle shown in the Schedule, primarily as a vehicle.

6.02 The indemnity for Legal Liability arising from the one Occurrence will not exceed the Sum Insured as shown in the Schedule.

6.03 The indemnity for Legal Liability arising from the one Occurrence will be further limited for Legal Liability arising from or in connection with Dangerous Goods. The indemnity for Dangerous Goods will not excess the balance of $1,000,000, unless otherwise specified in the Schedule for 'Dangerous Goods' after deducting the aggregate of all amounts already paid during the Period of Insurance by the Insurer for Legal Liability of such kind.

6.04 The Excess will apply to every Occurrence of Legal Liability under this Section.

Additional Benefits

6.05 Defence Costs

The Insurer will:

(a) have the right but not the obligation to conduct the defence of a claim against the Insured under this Section; and

(b) indemnify the Insured for the Defence Costs incurred by the Insured with the prior agreement of the Insurer (which will not be unreasonably withheld) in relation to claim against the Insured for Legal Liability which the Insurer is liable to indemnify the Insured under this Section.

The total amount payable by the Insurer for Defence Costs will not be limited by the Sum Insured for this Section, but if the Defence Costs exceeds the available indemnity under 6.02 and/or 6.03, the indemnity for Defence Costs will be reduced to a maximum of the proportion which the Defence Costs for the Occurrence bears to the amount of available indemnity remaining under 6.02 and/or 6.03.

6.06 Extended Road Risk Cover for Drivers and Passengers

In this Section only, 'Insured' will include a person:

(a) using, operating or towing a road registered Motor Vehicle shown in the Schedule with the Insured's permission; and

(b) holding a valid Australian driver's licence or equivalent; and

(c) neither ineligible for nor previously refused road registered Motor Vehicle insurance of any description; or

(d) as a passenger in, on, boarding or alighting from such road registered Motor Vehicle with the Insured's permission.

6.07 Extended Road Risk Cover for Substitute Machine

This Section also covers road registered Motor Vehicle (not shown in the Schedule) that are not owned by an Insured but are in the Insured's possession as a Substitute Machine.

6.08 Extended Road Risk Cover for Motor Vehicle Additions and Deletions

(a) Notwithstanding 6.01(b), the Insurer will indemnify the Insured in accordance with the terms of Section 6 for a road registered Acquired Machine being used in connection with the Business, if the Occurrence is within 60 days, unless otherwise specified in the Schedule, after its acquisition by the Insured.

(b) There will be no indemnity under this additional benefit in connection with an Occurrence within 60 days after such acquisition, unless otherwise shown in the Schedule, unless the Insured has:

  (i) provided the Insurer with a written declaration disclosing the acquisition and all details relevant to its insurance under the Policy required by the Insurer; and

  (ii) paid the additional Premium for insuring the Acquired Machine.

(c) The Excess applicable will be the Excess that would apply to such a Machine as if it was shown in the Schedule.

(d) If the Insured makes a written request to the Insurer to delete a Machine from the Schedule with effect from a specified date, the Insurer will refund to the Insured the Premium from the date the request was made (which may not necessarily be the specified date) for the deleted Machine for any unexpired part of the Period of Insurance and 11.18(b) will not apply.

6.09 Extended Road Risk Cover for Conditionally or Temporarily Road Registered Motor Vehicles

The definition of 'Motor Vehicle' will include a Motor Vehicle shown in the Schedule that is not road registered at the commencement of the Period of Insurance, but is fully or conditionally road registered or is operating under a temporary road permit at the time of the Occurrence.

6.10 Cover for Principals

The Insurer will indemnify the principal in any contract with an Insured as if the principal is an Insured under this Section, but only for the principal's vicarious Legal Liability for Property Damage caused by or arising from the Insured using, operating or towing a road registered Motor Vehicle for the principal under the terms of a contract with the principal in the course of the Business.

6.11 Cover as Principal

In respect of a road registered Motor Vehicle not owned or supplied by or hired to an Insured, the Insurer will indemnify the Insured against Legal Liability for Property Damage caused by or arising from anyone, other than an Insured, using, operating or towing the road registered Motor Vehicle:

(a) for or on behalf of the Insured; and

(b) with the authority of the Insured; and

(c) in connection with the Business; and

(d) during the Period of Insurance.

6.12 Hired Out Road Registered Motor Vehicles – Damage Waivers

Where the Insured has hired out a road registered Motor Vehicle on Dry-Hire terms, and the hire agreement between the Insured and the hirer provides:

(a) that the Insured will arrange insurance for the hirer for Legal Liability of the kind provided by this Section; or

(b) that the Insured will release the hirer from liability incurred by the Insured arising from the hirer using, operating or towing the road registered Motor Vehicle,

then the Insurer will indemnify the hirer according to the terms of this Section as if the hirer is an Insured.

Exclusions to Section 6

6.13 In addition to the exclusions in 8.00 and 10.00 the Insurer will not indemnify the Insured against Legal Liability caused directly or indirectly by, arising from or in connection with:

(a) using, operating or towing a road registered Motor Vehicle:

(i) in a race, speed trial or reliability trial;

(ii) while in an unsafe or unroadworthy condition;

(iii) carrying a larger number of passengers than allowed by law or by its specifications;

(iv) carrying or towing a load heavier or larger (including by height, width or length) than allowed by law or by its specifications.

This exclusion will not apply to 6.13(a)(iv), if the Insured proves and the Insurer accepts that:

(v) the Insured has provided clear instructions and taken reasonable precautions that are adequate to prevent such use operation or towing; and

(vi) the Insured did not know or could not reasonably have known that the operator was towing a load heavier or larger than allowed by law or by its specifications.

(b) using, operating or towing a road registered Motor Vehicle:

(i) to carry, or otherwise in connection with, a substance classified as 'goods too dangerous to transport' or their equivalent in the Australian Dangerous Goods Code; and/or

(ii) for an unlawful purpose, unless the Insured proves that the Insured was unaware and could not reasonably have become aware of such use; and/or

(iii) by a person: not properly qualified or suitably experienced; and/or

(iv) not licensed, or holding an improperly obtained licence, or not complying with licence conditions; and/or

(v) suffering from a physical or mental impairment of ability; and/or

(vi) under the influence of or affected by drugs or alcohol; and/or

(viii) with a level of drugs or alcohol in the breath, blood or urine in excess of that permitted by law to drive the road registered Motor Vehicle.

This exclusion will not apply to 6.13(b)(iii) to 6.13(b)(vii), if the Insured proves that it did not agree to the road registered Motor Vehicle being operated or driven by that person while affected by any of these matters and was unaware and could not reasonably have become aware of those matters.

(c) using or operating:

(i) a road registered Motor Vehicle; or

(ii) any machine, tool or apparatus attached to or forming part of a road registered Motor Vehicle,

as a Tool of Trade.

6.14 The Insurer will not indemnify the Insured against Legal Liability for Personal Injury where, at the time and place of the Occurrence, the road registered Motor Vehicle was under a statutory scheme for, or was required by law to be insured against, liability for personal injury (whether limited or not), except to the extent that the scheme or insurance does not, by reason other than an Insured's breach of law, wholly or partially indemnify the Insured against that Legal Liability.

7.00 Section 7 – Broadform Liability

7.01 The Insurer will indemnify the Insured against Legal Liability arising from Personal Injury, Property Damage or Advertising Injury:

(a) occurring during the Period of Insurance; and

(b) caused by an Occurrence in connection with the Business.

7.02 The indemnity for Legal Liability arising from any one Occurrence will not exceed the Sum Insured and will be further limited as follows:

(a) For Legal Liability arising from a Product, the balance of the Sum Insured after deducting the aggregate of all amounts already paid by the Insurer under this Section arising from such Products during the Period of Insurance.

(b) For Legal Liability for Property Damage excluding resultant loss of use of tangible property, other than property leased, rented or hired to the Insured which is in the physical possession or legal control of the Insured, or an Employee, including property lifted by or suspended from a machine designed to lift that property (refer to 10.05(d)), the balance of the sum of $250,000 (or any other amount shown in the Schedule for 'Property in your Physical Possession or Legal Control') less the aggregate of all amounts already paid by the Insurer under this Section during the Period of Insurance for such Property Damage .

(c) For Legal Liability of Property Damage caused by, arising from or in connection with vibration, and/or removal or weakening of or interference with support for land or buildings, the balance of the sum of $1,000,000 (or any other amount shown in the Schedule for 'Vibration') less the aggregate of all amounts already paid under this Section during the Period of Insurance for Property Damage of such kind.

7.03 The Excess will apply to every Occurrence of Legal Liability under this Section.

Additional Benefits

7.04 Defence Costs

The Insurer will:

(a) have the right, but not the obligation, to conduct the defence of a claim against the Insured under this Section; and

(b) indemnify the Insured for the Defence Costs incurred by the Insured with the prior written agreement of the Insurer (which will not be unreasonably withheld) in relation to claims against the Insured for Legal Liability which the Insurer is liable to indemnify the Insured under this Section.

The total amount payable by the Insurer for Defence Costs will not be limited by the Sum Insured for this Section, but if Defence Costs exceeds the available indemnity under 7.02, the indemnity for Defence Costs will be reduced to a maximum of the proportion which the Defence Costs for the Occurrence bears to the amount of available indemnity remaining under 7.02.

7.05 Additional Payments

The Insurer will indemnify the Insured for costs incurred by the Insured:

(a) for supplying first aid in connection with Personal Injury; or

(b) for temporary repairs, shoring up or protection of physical property necessitated by Property Damage,

but the indemnity for such costs will not exceed the balance of the Sum Insured less the aggregate of all amounts already paid by the Insurer under this Section during the Period of Insurance and Additional Payments.

7.06 Cover for Others (including Principal's Liability)

As if they were an Insured under this Section, the Insurer will indemnify:

(a) a subsidiary Company of the Insured if incorporated within Australia; and

(b) an Employee, of that subsidiary Company, but only when that Legal Liability arises from the Employee acting within the scope of their duties for the Insured; and/or

(c) an office-bearer or member of any:

(i) canteen or social, sporting, welfare or child-care organisation; and/or

(ii) first aid, fire or ambulance service,

formed by the Insured or with the Insured's agreement, but only when that Legal Liability arises from their acting within the scope of their duties for the Insured; and/or

(d) the principal in any contract with an Insured, but only for the principal's vicarious Legal Liability for Personal Injury or Property Damage caused by or arising from the Insured performing work for the principal under a contract with the principal and in the course of the Business.

7.07 Limited Contractual Liability (Optional Additional Benefit)

Where the Schedule shows 'Limited Contractual Liability', for Section 7, 10.03(a) is deleted if the exclusions would apply to the contractual agreements shown in the Schedule.

Exclusions to Section 7

In addition to the exclusions in 8.00 and 10.00, the Insurer will not indemnify the Insured for Legal Liability caused directly or indirectly by, arising from or in connection with:

7.08 Motor Vehicles

the ownership, possession, operation, use or towing by or on behalf of an Insured of a Motor Vehicle that, at the time and place of the Occurrence:

(a) was under a statutory indemnity scheme for, or was required by law to be insured against, liability for Personal Injury or Property Damage (whether limited or not); or

(b) was required by law to be a road registered Motor Vehicle but was unregistered; or

(c) was a road registered Motor Vehicle.

But this exclusion will not apply to Legal Liability for:

(d) Personal Injury to the extent that the statutory indemnity scheme or insurance, by reason other than an Insured's breach of law, does not indemnify the Insured against that Legal Liability; and/or

(e) Property Damage occurring during:

(i) use or operation of such road registered Motor Vehicle as a Tool of Trade; and/or

(ii) use or operation of any machine, tool or apparatus attached to or forming part of such road registered Motor Vehicle as a Tool of Trade; and/or

(iii) use or operation of such road registered Motor Vehicle in the temporary possession or custody of the Insured for the purpose of parking it; and/or

(iv) driving such road registered Motor Vehicle on a public footpath or public pedestrian walkway for the purpose of access between its conveyance and the place of either performing work or undergoing servicing, maintenance or repair.

7.09 Professional Risks

the provision of, failure to provide, or error or omission in provision of a professional service or advice (other than first-aid or any medical or non-medical emergency services to the person) by an Insured or another person or Company, but this exclusion will not apply when the service or advice was provided by an Insured for no charge or fee, or was a necessary component of the work performed or to be performed by the Insured.

7.10 Designs, Plans, Specifications, Patterns and Formulas

any design, plan, specification, pattern or formula provided by an Insured or another person or Company, but this exclusion will not apply when such things were provided by an Insured for no charge or fee, or was a necessary component of the work performed or to be performed by the Insured.

7.11 Faulty Workmanship

the cost of performing, completing, correcting or improving any work undertaken by the Insured.

7.12 Products Defect

(a) a defect in or harmful quality of a Product that was known or suspected to exist by an Insured before the Product left the possession and control of the Insured; or

(b) an Insured's breach of 11.19 or an Insured's failure, after becoming aware of a Product Defect, to locate and recall the Product; or

(c) Property Damage to Products caused directly or indirectly by or arising from any defect, harmful nature or unsuitability of the Products.

7.13 Aircraft, Hovercraft and Watercraft

the ownership, maintenance, operation or use of:

(a) Aircraft;

(b) Hovercraft;

(c) Watercraft greater than 10 metres in length, unless:

(i) the Watercraft is being operated by an independent contractor; or

(ii) the Watercraft is not owned or being operated by an Insured but is being used for entertainment for the purpose of the Business.

7.14 Aircraft Products

any Product that is, or that an Insured could reasonably be expected to know is, installed in or used in an aircraft.

7.15 Loss of Use

loss of use of tangible property that has not been physically damaged, lost or destroyed caused directly or indirectly by or arising from:

(a) delay or lack of performance of an agreement by or on behalf of an Insured; or

(b) failure of Products to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by an Insured, but this exclusion will not apply to loss of use of tangible property resulting from sudden and accidental physical damage, loss or destruction of Products after they are put to use by persons or Companies other than an Insured.

7.16 Battery and Assault

battery or assault committed by or at the direction of an Insured except for the purpose of preventing or removing danger to persons or property.

7.17 Discrimination, Harassment and Unfair Dismissal

discrimination, harassment or unfair dismissal.

7.18 Advertising

Advertising Injury:

(a) arising out of breach of contract, other than misappropriation of advertising ideas under an implied contract;

(b) arising out of the wrong description of the price of an Insured's product; or

(c) arising out of the failure of an Insured's product to conform with advertised performance or quality; or

(d) incurred by an Insured whose principal occupation or business is advertising, broadcasting, publishing or telecasting.

7.19 Defamation

the publication or utterance of any defamatory or disparaging material:

(a) prior to the commencement of the Period of Insurance; and/or

(b) by or at the direction of an Insured, with knowledge of its falsity; or

(c) if the Insured's Business is advertising, broadcasting or telecasting.

7.20 Vibration and Removal of Support

(a) vibration; or

(b) removal or weakening of or interference with support for land or buildings, except as provided in 7.02.

7.21 Tobacco and vapes

the inhalation or ingestion of, or exposure to:

(a) tobacco, tobacco products or derivatives of tobacco; and/or

(b) tobacco smoke; and/or

(c) any ingredient or additive present in any articles, items or goods that also contain or include tobacco.

7.22 North America

Personal Injury and Property Damage:

(a) occurring in North America; and/or

(b) the subject of a claim or proceedings in North America; and/or

(c) subject to the law of North America,

But this exclusion will not apply if the Legal Liability arises from or in connection with the presence outside the Territorial Limits of any person referred to in 7.06(b) who is:

(d) normally resident within the Territorial Limits; and/or

(e) not undertaking or performing manual work or supervision of work of any kind in North America,

in which event the total amount payable for the Legal Liability and Defence Costs will not exceed the Sum Insured in 7.02.

7.23 Product Recall

loss, cost or expense incurred by the Insured for loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of Products or any tangible property of which they form part if a Product is withdrawn from the market or from use because of a known or suspected defect, deficiency, inadequacy or dangerous condition of such Product.

7.24 Multiple Crane Operation

any Multiple Crane Operation (refer to 3.02), unless the Insured proves that the Insured and each person and Company engaged in the Multiple Crane Operation adopted and strictly complied with systems and procedures imposed or recommended by law, International Standards, Australian Standards, industry standards and manufacturers' and distributors' recommendations or guidelines, whether or not with an Insured's knowledge.

8.00 General Exclusions for Sections 1 to 7

8.01 The Insurer will not indemnify the Insured for Damage or Legal Liability caused directly or indirectly by, arising from or in connection with:

(a) sonic pressure waves caused by aircraft and other aerial devices;

(b) radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component;

(c) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel (such combustion includes any self-sustaining process of nuclear fission and/or fusion);

(d) nuclear weapons material;

(e) war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;

(f) expropriation including lawful seizure, resumption, confiscation, nationalisation, destruction or damage to property by or under the order of any government or public or local authority;

(g) looting, sacking or pillaging following any events stated in 8.01(e) or 8.01(f);

(h) any business activities other than the Business;

(i) any act, including the use of force or violence (or threat of force or violence), by any person or group of people acting alone or on behalf of or in connection with any organisation or government for political, religious, ideological or ethnic reasons with the intention to influence any government or put the public or any section of the public in fear;

(j) any action in controlling, preventing, suppressing, retaliating or responding to any act referred to in (8.01(i));

(k) the use of an ATV or a UTV, unless, at the time of such use the driver was an Insured or Employee; and the ATV or UTV was being used solely for the Business;

(l) a Communicable Disease, or the fear or threat (whether actual or perceived) of one regardless of any other cause or event contributing concurrently or in any other sequence;

(m) any cyber incident which affects access to, processing of, use of or operation of any Computer System or any Electronic Data of the following nature:

  (i) unauthorised or malicious acts regardless of time and place, or the threat or hoax of such; or

  (ii) Malware or Similar Mechanism; or

  (iii) programming or operator error; or

  (iv) any unintentional or unplanned – wholly or partially - outage of the Insured's Computer System not directly caused by physical loss or damage.

8.02 The Insurer will not indemnify the Insured against anything for which the Insured is entitled to indemnity under another contract of insurance that is required to be effected by or under a law in Australia.

8.03 Subject to the *Insurance Contracts Act 1984* (Cth), the Insurer will not indemnify the Insured anything for which any entity entitled to indemnity under the Policy is covered under another contract of insurance.

8.04 The Insurer will not indemnify the Insured against damages, penalties or interest for delay or detention.

8.05 The Insurer will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that to do so may expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

8.06 The Insurer will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that it is unlawful for the Insurer to do so.

9.00 General Exclusions for Sections 1 to 5

9.01 The Insurer will not indemnify the Insured for any Damage, liability or costs caused directly or indirectly by, arising from or in connection with:

(a) use of a Machine for an unlawful purpose, unless the Insured proves that the Insured was unaware and could not reasonably have been aware of such use; and/or

(b) operation of a Machine by any person:

(i) not qualified or experienced; and/or

(ii) not suitably licensed, holding an improperly obtained licence or not complying with licence conditions; and/or

(iii) suffering from a physical or mental impairment of ability, and/or

(iv) under the influence of or affected by drugs or alcohol; and/or

(v) with a level of drugs or alcohol in the breath, blood or urine in excess of that permitted by law to operate a Machine,

unless the Insured proves that they did not agree to such operation by that person and did not breach General Condition 11.02(d) and were unaware, and could not reasonably have been aware, of these matters; and/or

(c) deliberate or reckless Overloading, whether or not with an Insured's Knowledge; and/or

(d) deliberately or recklessly loading a Machine incorrectly, whether or not with an Insured's Knowledge; and/or

(e) operation of a Machine while its limiters, load-measuring instruments, safety devices or warning devices are defective, inoperative or turned off; and/or

(f) failure of the Insured; or an Employee, or a person engaged in the operation of a Machine, to service, maintain, use or operate a Machine in compliance with systems and procedures imposed or recommended by law, International Standards, Australian Standards, industry standards and manufacturers' and distributors' recommendations or guidelines and site-specific conditions or requirements; and/or

(g) lack of or excessive or inadequate lubricant, coolant, oil or other similar substance, unless any of these is caused by Damage. In the event that this exclusion does not apply due to the operation of 3.12 or 3.21, then the Excess will be doubled; and/or

(h) incorrect fuel, additive, lubricant, coolant, oil or other similar substance, unless in a road registered Motor Vehicle being a sedan, station wagon, panel van, utility, 4x4 or minibus (with a carrying capacity of not greater than 15 persons) or a goods carrying vehicle with a gross vehicle mass not exceeding 4,500 kilograms. In the event that this exclusion does not apply due to the operation of 3.12 or 3.21, then the Excess will be doubled; and/or

(i) acts or omissions of the Insured; or an Employee, with the intention of causing, or with reckless disregard of the risk of causing, injury or damage to people or property; and/or

(j) tests or experiments imposing abnormal operating conditions on a Machine; and/or

(k) defects in design, but this exclusion will not apply to defects that are not known to the Insured at the time of Damage occurring; and/or

(l) use of a Machine that is being developed or is still in the course of development; and/or

(m) use of a Machine that has not been commissioned as a commercially operating item; and/or

(n) unexplained inventory shortage, unexplained disappearance or disappearance resulting from clerical or accounting errors.

9.02 The Insurer will not indemnify the Insured for Damage to:

(a) a safety or protective device due to the operation of such safety or protective device; and/or

(b) tyres caused by the application of brakes or bursting, puncturing, cutting or wearing; and/or

(c) batteries caused by a defect in the batteries, unless the defect resulted from Damage; and/or

(d) foundations or masonry; and/or

(e) tools, cutting edges, drill bits, moulds, patterns, non-metallic linings, pulverising, hammering or crushing surfaces, flexible pipes, trailing cables, driving belts or bands, and any parts requiring regular periodic replacement.

9.03 The Insurer will not indemnify the Insured for Damage to or liability for any part of a Machine caused by:

(a) the application of a tool or process to the part during inspection, maintenance, servicing, modification or repair; and/or

(b) scratching or chipping of painted or polished surfaces.

9.04 The Insurer will not indemnify the Insured for Damage to a Machine caused by or resulting from loss of a Machine or any part thereof caused by or arising from the exercise by another of a right or purported right to ownership or possession of, or access to, the Machine or any part thereof.

9.05 The Insurer will not indemnify the Insured for Damage or liability:

(a) to the extent that an Insured has released or waived right to recovery, indemnity or contribution from another except to the extent that 3.07 or 3.22 applies to such release or waiver; and/or

(b) any Legal Liability of whatsoever nature other than as provided in Section 2 or 3.07 or 3.22.

9.06 The Insurer will not indemnify the Insured for Damage or liability directly or indirectly resulting from or in connection with:

(a) wear and tear, corrosion, rusting, erosion, fatigue or gradual deterioration; and/or

(b) breaking, distortion, seizing, burning, failure or breakdown; and/or

(c) a defect of the part (within the definition of Breakdown Damage;

(d) however the Insurer will indemnify the cost of Damage to a Machine resulting from 9.06(c), but not if the Damage occurred within or to any engine, hydraulics, drive train, transmission, and/or electronic componentry, unless the Damage to any of them arose from an impact external to a Machine, or a fire, and if the Insured can prove that:

(i) no Employee or other person who was engaged in the operation, maintenance or servicing of such Machine, nor the Insured was aware and could not reasonably have been aware of the Damage;

(ii) the Insured took reasonable steps to avoid, prevent, detect and discover the Damage;

(iii) a Machine was being operated by a suitably licensed, qualified and experienced operator at the time when the damage occurred; and

(iv) the Damage was not reasonably capable of being discovered or revealed by or in the course of inspection, maintenance or servicing of the Machine that was carried out or should have been carried out according to manufacturers' and distributors' recommendations or guidelines, and/or systems and procedures imposed or recommended by law, International Standards, Australian Standards and Industry Standards.

9.07 Other than as provided in 3.01, 3.06, 3.07 and 3.22:

(a) the Insurer will not indemnify any person or Company (other than the Insured) having an interest in a Machine unless the person or Company is named in the Schedule as an interested party; and/or

(b) when any interested party makes a claim, the Insurer, without limiting any other defence, will be entitled to rely on any defence that the Insurer may otherwise have.

10.00 General Exclusions for Sections 6 and 7

The Insurer will not indemnify the Insured for:

10.01 Employer's Liability

Legal Liability resulting from Personal Injury to an Employee:

(a) arising from any relationship with another Employee; or

(b) imposed by workers' compensation legislation, an industrial award, an agreement or a determination; or

(c) for which legislation relating to workers' compensation requires the Insured to have insurance; or

(d) for which the Insured has the benefit of a statutory indemnity or insurance policy under legislation relating to workers' compensation.

10.02 Changes in Compulsory Insurance Law

Legal Liability of a kind to which a statutory indemnity scheme or insurance that the Insured was required to have by law (including workers' compensation and motor vehicle legislation) applied at the commencement of the Period of Insurance, even if before the Occurrence the scheme had ceased to apply or the requirement to have such insurance has ceased.

10.03 Contractual Liability

Legal Liability:

(a) for which an Insured has released their right to recover indemnity, contribution or damages from another; or

(b) assumed by an Insured under a contract or agreement, except to the extent that the Legal Liability would have been implied by law in the absence of such contract or agreement, and/or the Legal Liability arose from a provision of a written contract for lease of real or personal property other than a provision that obliges the Insured to effect insurance or provide indemnity in respect of the subject-matter of the contract, and/or the Legal Liability is assumed by the Insured under a warranty of fitness or quality of any Product.

10.04 Admission of Liability

Legal Liability which an Insured has incurred solely by reason of an express, implied or constructive admission of liability.

10.05 Property in an Insured's Physical Possession or Legal Control

Legal Liability for Property Damage occurring to:

(a) any property (not including premises) while being used or operated by an Insured; and/or

(b) any vehicle or trailer in a car park owned or operated by an Insured for reward; and/or

(c) any part of any property on which an Insured is working where the Property Damage is directly caused by such work; and/or

(d) any property in the physical possession or legal control of an Insured during transport (including loading and unloading) unless the property is lifted by or suspended from a Machine designed to lift that property ('hook liability').

10.06 Pollution

(a) Legal Liability for Personal Injury or Property Damage arising directly or indirectly out of or caused by, through or in connection with the discharge, dispersal, release, seepage, migration or escape of Pollutants into or upon land, the atmosphere, or any water, including any water course or body of water, unless such discharge, dispersal, release, seepage, migration or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place outside North America; and/or

(b) the cost of preventing, removing, nullifying or cleaning up any contamination or pollution as a consequence of the discharge, dispersal, release, seepage, migration or escape of any Pollutants, but this exclusion does not apply to removal or nullifying or cleaning up costs which are consequent upon a sudden, identifiable, unexpected and unintended happening which takes place in its entirety at a specific time and place outside North America; and/or

(c) Personal Injury or Property Damage arising directly or indirectly out of or caused by, through or in connection with the actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants caused by any Product that has been discarded, dumped, abandoned or thrown away by others.

The Insurer's aggregate liability under 10.06(a) and 10.06(b) for all discharges, dispersals, releases, seepages, migration or escape of Pollutants during the Period of Insurance of this Policy will not exceed the Sum Insured shown in the Schedule.

10.07 Asbestos, Silica and PFAS

Legal Liability caused directly or indirectly by, arising from, in consequence of, contributed to or aggravated by:

(a) Asbestos; or

(b) Silica; or

(c) per and polyfluoroalkyl substances (PFAS),

in whatever form or quantity.

10.08 Fines, Penalties and Exemplary, Aggravated or Punitive Damages

Legal Liability for:

(a) fines or penalties; and/or

(b) exemplary, aggravated or punitive damages; and/or

(c) additional damages resulting from the multiplication of compensatory damages; and/or

(d) liquidated damages.

10.09 Property Owned by an Insured

Legal Liability for Property Damage to property owned by an Insured.

10.10 Information Technology and Computer Data, Programs and Storage Media

The Insurer will not indemnify the Insured for Legal Liability for Personal Injury and Property Damage arising directly or indirectly from or in connection with:

(a) an Insured's Internet Operations; and/or

(b) the provision of computer or telecommunication services by or on behalf of an Insured; and/or

(c) the use of any computer equipment or programme, whether made or owned by an Insured or anyone else; and/or

(d) any harmful computer programme including but not limited to a computer virus, worm, logic bomb or trojan horse.

However, this exclusion will not apply to Personal Injury or Property Damage caused by or arising out of any documents prepared or published by anyone other than an Insured or an Employee in respect of use of or safety instructions or warnings for any computer equipment or programme.

10.11 Interested Parties

Subject to the cover provided in 6.06, 6.10 and 6.12 and 7.06, the Insurer will not indemnify a person or Company not named as an Insured even if the person's or Company's interest is shown in the Schedule.

11.00 General Conditions for all Sections

These conditions apply to all Sections. If the Insured does not comply with these conditions the Insurer may, subject to the *Insurance Contracts Act 1984* (Cth):

(a) refuse to pay a claim or reduce the amount paid; or

(b) recover from the Insured any costs and monies the Insurer has paid; and/or

(c) cancel your Policy.

11.01 Average

For Sections 1, 2 and 5, if the Sum Insured for a Machine is less than 80% of its Market Value at the time of declaration to the insurer, except in the event of a Total Loss of a Machine, the indemnity will be calculated by applying the cost of repairing Damage multiplied by (the Sum Insured for the Machine divided by 80% of its Market Value).

11.02 Compliance with Recommendations, Guidelines, Standards and Legislation

The Insured will at all times:

(a) service, maintain, use and operate the Machines and any Motor Vehicle in accordance with:

  (i) manufacturers' and distributors' recommendations and guidelines; and

  (ii) applicable laws or regulations (including any road traffic and motor vehicle legislation or regulations), International Standards, Australian Standards and industry standards.

(b) take reasonable steps to ensure that anyone servicing, maintaining, using, or engaging in the operation of a Machines and/or any Motor Vehicles complies with:

  (i) manufacturers' and distributors' recommendations and guidelines; and

  (ii) applicable laws or regulations (including any road traffic and motor vehicle legislation or regulations), International Standards, Australian Standards and industry standards.

(c) not permit unqualified or inadequately experienced persons to engage in the operation or use of Machines or Motor Vehicles;

(d) ensure that anyone operating or using a Machine or Motor Vehicle is:

  (i) qualified and adequately experienced to operate or use it; and

  (ii) provided with suitable training in its operation or use before operating or using it; and

  (iii) not suffering from a physical or mental impairment of ability to operate or use it.

11.03 Reasonable Precaution

The Insured will take all reasonable precautions to prevent loss, damage, injury or liability.

11.04 Claims Procedure

As soon as an Insured becomes aware of anything that gives rise to or could give rise to a claim under the Policy, the Insured will:

(a) notify UAA by telephone or email; and

(b) take all reasonable precautions to prevent or reduce Damage, Breakdown Damage, Property Damage, Personal Injury, Consequential Loss, Responsibility to Owner or Legal Liability (including carrying out necessary minor repairs without first obtaining the approval of the Insurer); and

(c) retain any damaged Machine or Motor Vehicle and/or parts thereof; and

(d) provide to UAA full details of the claim in writing as soon as reasonably practicable.

Any notice, process or summons to be served by the Insured on the Insurer may be served on UAA.

11.05 Co-operation in Claims

The Insured will, at its own expense provide to UAA and its agents (including assessors, investigators and legal representatives) all reasonable cooperation and assistance required by UAA, including but not limited to providing or making available all relevant information and documents:

(a) to establish title, ownership and right to possession of property, including but not limited to Machines and Motor Vehicles;

(b) to establish the cause of the Damage, Breakdown Damage, Consequential Loss, Property Damage or Personal Injury;

(c) relating to the Insured's claim for or entitlement to indemnity, including but not limited to quantification of the indemnity;

(d) relating to the servicing, maintenance and operation of any equipment, including but not limited to Machines and Motor Vehicles;

(e) constituting any contract or arrangement entered into by or on behalf of an Insured, including but not limited to contracts of hire;

(i) in order to defend any claim for liability against the owner or Legal Liability made against the Insured;

(ii) relating to any other insurance that may provide cover for any claim under the Policy; and/or

(iii) relating interviews, statements, assistance and the provision of documents and information from relevant persons.

The Insured will at its own expense take all reasonable steps to preserve and protect against damage or loss to all property, documents and records relevant to a potential or actual claim under the Policy.

11.06 Fraud / Utmost Good Faith

(a) The Insured will at all times comply with their duty of utmost good faith and will not provide false or misleading information to the Insurer or UAA.

(b) The Insured will answer truthfully, honestly and with due diligence any reasonable requests for information by the Insurer or UAA.

11.07 Defence of Claims Against the Insured

If a claim for Responsibility to Owner under Section 2 or Legal Liability under Sections 6 or 7 is made against the Insured, the Insurer will have the right but not the obligation to:

(a) investigate the claim;

(b) instruct lawyers to advise on the claim;

(c) instruct lawyers to represent the Insured;

(d) instruct lawyers to conduct the Insured's defence;

(e) negotiate settlement of the claim; and

(f) direct settlement of the claim.

An Insured will not make any offer, payment, admission or settlement, resolve, assume any obligation, agreement to any order, or incur any costs or expenses in relation to a claim against an Insured without the Insurer's prior agreement, which will not be unreasonably withheld.

11.08 Basis of the Sum Insured

(See also 11.01 and 11.09).

The Sum Insured for Sections 1, 2 and 5 will be the Market Value at the commencement of the Period of Insurance, which the Insured will declare to the Insurer at that time.

11.09 Premium Adjustment - Section 2 Blanket Cover

(a) If the Schedule shows Section 2 as 'Blanket Cover', the Premium for this cover is calculated at the commencement of the Period of Insurance as a deposit Premium, based on the Insured's estimated total hiring fees payable for Machines to be hired in by the Insured during the Period of Insurance.

(b) At the expiry of the Period of Insurance the Insured will declare in writing to the Insurer the actual total hiring fees paid for Machines hired in by the Insured during the Period of Insurance.

(c) At the expiry of the Period of Insurance, the final Premium will be calculated based on the actual total hiring fees. The Insured will pay any balance of Premium due, or the Insurer with refund any overpayment, being the difference between the final Premium and deposit Premium, subject to any minimum Premium shown on the Schedule.

11.10 Right of Inspection

(a) The Insurer will have the right but not the obligation to inspect or examine any property or records relating to the Business, including but not limited to Machines, at any reasonable time and place during the Period of Insurance.

(b) The Insured will at its own expense assist in inspections or examinations of Machines.

11.11 Notification of Changes Materially Affecting the Insurance

(a) This Policy is based on information the Insured has told the Insurer. If something changes, the Insured will contact the Insurer (via the Insured's financial services provider) to disclose the changes and thereby ensure cover remains unaffected.

(b) The Insured will notify the Insurer in writing as soon as reasonably possible of any change materially varying any facts or circumstances existing and advised to the Insurer at the commencement of the Period of Insurance, including but not limited to, changes to the value of the Insured's assets, changes to the Business or any other changes to the information contained in the Proposal.

(c) The Insurer will not indemnify the Insured for risks arising from such changes unless, before Damage, Breakdown Damage, Property Damage or Personal Injury in connection with those risks occurring, the Insurer has agreed in writing to extend the Policy to cover those risks.

(d) Following the Insured's notification to the Insurer of such changes the Insurer will have the right to vary the Sums Insured, Excess, Premiums or other terms of the Policy. The Insured will be issued with a revised Schedule.

11.12 Use of Machines Underground

For the purposes of Sections 1 to 5 the Insured will not use or operate a Machine underground and the Policy will not cover Damage to or Breakdown Damage to a Machine while used or operated underground unless, prior to such use or operation:

(a) the Insured has notified the Insurer in writing that such use or operation is intended; and

(b) the Insurer has agreed in writing to extend the Policy to cover such use or operation.

This condition will not apply whilst travelling through a completed tunnel that is a public road or non-mining operations within a completed or partially completed structure that provides permanent overhead support.

11.13 Use of Machines in Connection with Oil, Gas or Geothermal Drilling or Wells

For the purposes of Sections 1 to 5 the Insured will not use or operate a Machine for or in connection with oil, gas or geothermal drilling or wells and the Policy will not cover Damage to or Breakdown Damage in a Machine occurring while being used or operated in connection with oil, gas or geothermal drilling or wells unless, prior to doing so:

(a) the Insured has notified the Insurer; and

(b) the Insurer has agreed in writing to extend the Policy to cover such use or operation.

11.14 Placement of Machines on Watercraft

The Insured will not place or use a Machine on a Watercraft and the Policy will not cover Damage to or Breakdown Damage to a Machine while on a Watercraft unless, prior to doing so:

(a) the Insured has notified the Insurer; and

(b) the Insurer has agreed in writing to extend the Policy to cover the Machine while on the Watercraft.

This condition will not apply to transit only of a Machine on a commercially recognised Watercraft (that has all the necessary and legally required certifications of seaworthiness) between ports that are within Australian territorial waters.

11.15 Subrogation

Upon an event giving rise to a claim under the Policy:

(a) the Insurer will be entitled to pursue;

(b) the Insured will agree to the Insurer's pursuing; and

(c) the Insured will at its own expense co-operate with and assist the Insurer in pursuing,

the Insured's legal rights to recover from others. The Insured will be required to provide cooperation and assistance relevant to the Insurer's legal rights to recover from others.

11.16 Salvage

In the event of the destruction of a Machine or part of a Machine against which the Insurer has indemnified the Insured, the ownership of the Machine or part will pass immediately to the Insurer, unless the Insurer notifies the Insured in writing otherwise.

11.17 Jurisdiction

The Policy will be interpreted by the courts of and according to the laws of the Australian State or Territory in which the Policy was issued.

11.18 Cancellation of the Policy

(a) From 21 days after the Policy start or renewal date (the Cooling-off period), the Insured may still cancel the whole or any Section of the Policy at any time by providing three days' notice in writing to UAA.

(b) If the Insured cancels after the Cooling-off period, the Insurer will refund to the Insured 90% of the Premium relating to the cancelled part of the Policy for the unexpired part of the Period of Insurance on a pro rata basis.

(c) The Insurer may cancel the whole or any Section of the Policy in accordance with the *Insurance Contracts Act 1984* (Cth).

(d) If the Insurer cancels, the Insurer will refund to the Insured the Premium relating to the cancelled part of the Policy for the unexpired part of the Period of Insurance.

11.19 Discovery of Products Defects

In the event that an Insured becomes aware of a Product Defect, the Insured will locate and (to the extent reasonably practicable) recall all relevant Products at its own expense, regardless of whether or not Personal Injury or Property Damage has already occurred.

11.20 Cross Liability Cover (Two or More Named as the Insured)

If the Schedule names two or more Insureds for Sections 1 to 5:

(a) each Insured is both individually and collectively responsible for compliance with the conditions of the Policy; and

(b) for each such Insured the Insurer will be entitled to rely on any defence available against any other Insured.

If the Schedule names two or more Insureds for Sections 6 and 7, each Insured will be treated as if a separate policy had been issued to that Insured, but this Condition will not operate to increase the Insurer's liability beyond:

(c) the Sums Insured in the Policy; and

(d) the liability of the Insurer as if this condition had not been included in the Policy.

11.21 Indemnity for those not named as Insured

If the terms of the Policy entitle a person or Company not named as an Insured in the Schedule to be indemnified under the Policy:

(a) the person's or Company's entitlement is subject to that person or Company complying with the terms of the Policy as if the person or Company were an Insured; and

(b) as against such person or Company the Insurer will be entitled to rely on any defence available for an Insured as if the person or Company were an Insured.

11.22 Application and Payment of Excess

(a) The indemnity must exceed the Excess shown in the Schedule and/or specified in the Policy before the Insurer is liable to indemnify the Insured or any third party.

(b) The Insurer will:

  (i) deduct the amount of the Excess from the indemnity payable under Sections 1 to 5;

  (ii) the Insured will pay the amount of the Excess to the Insurer, or as directed by the Insurer as part of any settlement under Sections 6 or 7.

(c) The Insured will not be required to contribute any Excess towards a claim if:

  (i) the Insured can satisfy the Insurer that the claim involves a collision with another machine or motor vehicle and the collision which gave rise to the claim was totally the fault of the operator or driver of the other machine or motor vehicle; and

  (ii) the Insured must provide the Insurer with the identification / registration number of the other machine or motor vehicle and the full name, licence number and address of the other operator or driver; and

  (iii) the amount of the Insured's claim exceeds the applicable Excess under this Policy; and

  (iv) the Insurer is able to recover the amount of any loss including any applicable Excess from the third party.

(d) Where the operator or driver of the other machine or motor vehicle disputes who was at fault, the Insured must pay the Excess which applies but the Insurer will refund it if the Insurer is successful in establishing that the other operator or driver was at fault.

11.23 Non-Aggregation of Excess

If one event or Occurrence gives rise to loss, damage or liability against which the Insurer is liable to indemnify an Insured under more than one Section, the single highest Excess applicable will apply once in respect of the indemnity payable under all of those Sections.

11.24 Goods and Services Tax (GST)

For the purpose of this General Condition and whenever used elsewhere in the Policy, the expressions 'GST', 'Input Tax Credit' and 'acquisition' will have the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999* and related legislation.

(a) The Insured's GST status will affect the amount of any indemnity payable by the Insurer under the Policy.

(b) The Insured will inform the Insurer of the Insured's:

(i) Australian Business Number; and

(ii) Taxable Percentage, being the Insured's entitlement to an Input Tax Credit on the Premium as a percentage of the total GST on that Premium.

(c) If the Insured:

(i) is not registered for GST, the Sum Insured and any limit of indemnity will be inclusive of GST;

(ii) is registered for GST, the Sum Insured and any limit of indemnity will be exclusive of GST and the Insurer will also pay any GST that the Insured is liable to pay in respect of any acquisition included in the indemnity, but the Insurer will not pay any GST to the extent that the Insured is entitled, or would if making the relevant acquisition be entitled, to an Input Tax Credit.

(d) The Insured will refund to the Insurer or pay any amount of GST payable as a result of the Insured's incorrect advice.

(e) The Insurer will pay only the amount of GST (less the Insured's entitlement to an Input Tax Credit) based on the amount that the Insurer pays under the Policy and any relevant acquisition included in the indemnity.

11.25 Contribution and Other Insurance

(a) When making a claim, the Insured must notify the Insurer of any other insurance that the Insured is aware will or may, whether in whole or in part, cover any loss insured under this Policy.

(b) If at the time of any loss, damage or liability there's any other insurance (whether issued to the Insured or any other person) which covers the same loss, damage or liability the Insured must provide the Insurer with any reasonable assistance the Insurer requires to make a claim for contribution from any other insurance.

11.26 Interpretation

Nothing in an exclusion will be construed to extend the liability of the Insurer beyond its liability in the absence of the exclusion.

11.27 References to Legislation

'Subsequent legislation' means an act or regulation as amended, replaced or re-enacted, and/or where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.

Legislation referenced in this Policy includes subsequent legislation. Any term used in this Policy and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in subsequent legislation.

11.28 Crane Walking at or Near Wind Farms - Wet Hire

Where a Machine with a Capacity is equal to or greater than 250 tonnes is moving over any distance at or near a Wind Farm, if a Machine is Wet Hired to a hirer, 3.12 and, if shown in the Schedule as included, 3.21 will not apply unless (and without limiting the operation of other conditions and exclusions in the Policy) the movement is conducted:

(a) in strict compliance with all legislative, regulatory, manufacturers', distributors' and any other requirements; and

(b) with the knowledge, approval and supervision of a senior officer of the Insured who must:

(i) have suitable experience and training for the movement of the Machine;

(ii) be present with the Machine while the Machine is being moved;

(iii) not be the driver/operator, rigger or dogman of the Machine; and

(iv) ensure compliance with all legislative, regulatory, manufacturers', distributors' and any other requirements for the movement of the Machine.

11.29 Crane Walking at or Near Wind Farms – Dry Hire

Where a Machine with a Capacity is equal to or greater than 250 tonnes is moving over any distance at or near a Wind Farm, if a Machine is Dry Hired to a hirer, 3.21 if shown in the Schedule as included, will not apply unless the hire agreement contains express provisions that any movement of a Machine must be conducted:

(a) in strict compliance with all legislative, regulatory, manufacturers', distributors' and any other requirements; and

(b) with the knowledge, approval and supervision of a senior officer of the hirer who must:

(i) have suitable experience and training for the movement of a Machine;

(ii) be present with a Machine while it is being moved;

(iii) not be the driver/operator, rigger or dogman of a Machine; and

(iv) ensure compliance with all legislative, regulatory, manufacturers', distributors' and any other requirements for the movement of a Machine.

11.30 The Insurer's choice of repairer policy

If a road registered Motor Vehicle is Damaged, the Insurer will recommend a licensed repairer. However, the Insured may choose any licensed repairer to effect repairs.

See qbe.com/au for a list of repairers with whom the Insurer has a supplier agreement.

If the Insured's road registered Motor Vehicle is repaired by the Insurer's recommended repairer, the Insurer will manage the repair process, including choosing the suitable repair method.

(a) If the Insured chooses their own repairer, the Insured must:

  (i) obtain a quote from an appropriately licensed repairer;

  (ii) allow the Insurer to assess such quote and the Damage prior to authorising repairs; and

  (iii) allow the Insurer to get a quote from another repairer if it deems this necessary.

(b) The Insurer may invite, accept, adjust or negotiate estimates or arrange to move the Insured's road registered Motor Vehicle to another repairer acceptable to both parties.

(c) At the Insurer's sole discretion, it may decide not to accept the Insured's repairer's estimate if the Insurer believes:

  (i) such repairer doesn't have the equipment or expertise to repair the Insured's road registered Motor Vehicle; or

  (ii) the scope of repairs may be incorrect; or

  (iii) the repairer's estimate is not competitive.

11.31 The Insurer's parts policy

[Note: The below applies to a road registered Motor Vehicle that is a sedan, station wagon, panel van, utility, 4x4, minibus with a carrying capacity of not greater than 15 persons or goods carrying with a gross vehicle mass not exceeding 4,500 kilograms]

At the Insurer's sole discretion, it may direct the repairer to use new, recycled, reconditioned or quality non-genuine parts to repair the Insured's road registered Motor Vehicle which:

(a) are consistent with the age and condition;

(b) does not affect the safety or the structural integrity;

(c) complies with the vehicle manufacturer's specifications and applicable Australian Design Rules;

(d) does not adversely affect the post-repair appearance and

(e) does not void the warranty provided.

If any Damaged part of the Insured's road registered Motor Vehicle is unavailable in Australia, the Insurer will indemnify the Insured. However, the Insurer will not be liable for more than the last known manufacturer's Australian recommended list or retail price of that part from a reputable commercial retailer at the time the Insurer settles the claim.

11.32 When there is more than one Insured

When there is more than one Insured on your Policy, we may treat what any one of them says or does in relation to your Policy or any claim under it, as said or done by each of the Insureds. We may rely on a request from one Insured to change or cancel your Policy or tell us where a claim payment should be paid. Where a payment is made to one Insured under this Policy, we have no further obligations to any other Insured regarding that payment.

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UAA

EXPERTS IN MOBILE PLANT INSURANCE

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