Industrial Special Plant (ISP)

Product Disclosure Statement (PDS) and Policy Wording

UPDATED 1 DECEMBER 2024

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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

This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃关於保险的重要文件，它解释了根据保单条款什麼是受保、什麼是不受保项目，以及你方和我方的责任条款。你必须要了解後才能决定这项保险是否能满足你的需要。如果你不能阅读和理解英文，请向能帮助你用你熟悉的语言理解内容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείστε να ζητήστε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह विवरण दिया गया है कि बीमा पॉलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कवर्ड) नहीं है तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पोलिसी आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेज़ी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता लें जो आपको इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता हो।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿਤਾ ਗਿਆ ਹੈ ਕਿ ਬੀਮਾ ਪਾਲਿਸੀ ਤਹਿਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਹੈ ਅਤੇ ਕਿ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜੁੱਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੋੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

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About this booklet

This document contains important information to help you understand the insurance. It is up to you to choose the cover you need. Any advice in this booklet is general nature only and has not considered your objectives, financial situation or needs. You should carefully consider the information provided having regard to your personal circumstances to decide if it's right for you.

There are two parts to this booklet. The first part is important information about this Policy including how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

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

In the first part of this booklet:

- you / your refers to the Insured; and
- we / our / us refers to by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

When this booklet becomes a Product Disclosure Statement

If the Insured is:

- a small business with less than 20 employees, or a manufacturer with less than 100 employees; and
- requesting cover for Motor Vehicles with a carrying capacity of less than 2 tonnes (whether for personal or business use),

this booklet becomes a Product Disclosure Statement (PDS) for that part of the Policy only. Other documents you receive may comprise the PDS. You'll know when this happens because it'll say so in the document.

Updating our PDS

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

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

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

For more information or to make a claim

Please take the time to read through this booklet and if you have any questions, need more information or to confirm a transaction, please contact your financial services provider.

Please contact your financial services provider to make a claim. Full details of what you must do for the Insurer to consider your claim are listed under General Conditions F.4 Claims procedure and F.5 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). We have been helping Australians protect the things that are important to them since 1886.

QBE in the community

Premiums4Good™

We are committed to giving back to the communities that we operate in. Through Premiums4Good, we invest a portion of customer premiums into impact investments that aim to make positive environmental or social change, alongside a financial return. It's just another way we 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.

The cost of this Policy

Premium is what you pay us for this Policy and it's made up of the amount we've calculated for the risk and any taxes and government charges.

When calculating your premium we take a number of factors into account, including:

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

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

Information relating to premium calculation

The list of factors in 'The cost of this Policy' is not exhaustive. We may take other factors into account and add or remove factors. The importance we place on the factors we 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 your circumstances and other underwriting considerations. The premium determined by a combination of the factors may be adjusted up or down to reflect your 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 your 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 we will accept for the insurance and factors and any discounts will not reduce the premium below minimum premium. Your 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 we calculate according to the factors, your circumstances and other commercial factors, including taxes and government charges, will be shown on your Policy Schedule.

Cooling-off period

If you change your mind about your policy and haven't made a claim, you can cancel it within 21 days of the start or renewal date and we'll give you a full refund. If you cancel your policy in these circumstances, you will have no cover under the policy.

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

You can also cancel your Policy outside the cooling-off period, see 'Cancellation of the policy'.

If your Policy is for an event that will start and finish within the 21 day cooling off period, you can only exercise the right before the event starts or the expiry of the cooling off period, whichever is the earlier.

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 codeofpractice.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

We recognise that family and domestic violence is a complex issue and we take it seriously. For more information about support, our Family and Domestic Violence Customer Support Policy is available at qbe.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 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 https://uaa.com.au

Privacy - QBE

We take the security of your personal information seriously.

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

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

If you would like to access or correct your personal information please contact us at customercare@qbe.com or on 1300 650 503.

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 https://uaa.com.au

Complaints

We're here to help. If you're unhappy with any of our products or services, or the service or conduct of any of our suppliers, please let us know and we'll do our best to put things right.

Step 1 – Talk to us

Your first step is to get in touch with the team looking after your Policy, direct debit or claim. You'll find their contact details on your policy documents, letters or emails from us.

Please provide our 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 your complaint isn't resolved by the team looking after your Policy, direct debit or claim, you can ask them to refer your complaint on to our Customer Relations team. A Dispute Resolution Specialist will review your complaint independently and provide you with our final decision.

You 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 we're unable to resolve your complaint to your satisfaction within a reasonable time, or you're not happy with our final decision, you can refer your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on us.

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

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

More information

You can find more information about how we deal with complaints on our website at qbe.com/au or you can call us on 133 723 to speak with us or request a copy of our complaints brochure at no charge by us.

Complaints just about privacy

If you're not happy with how we've handled your personal information, call us on 1300 650 503 or email us at customercare@qbe.com. If you're not satisfied with our response, you 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).

How to contact APRA	
Phone:	1300 558 849 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
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. We give examples of some of the significant benefits and risks but you need to read the Policy Wording to make sure it matches your expectations.

Benefits and features	
Damage	Covers sudden and unforeseen physical damage to a Machine during the Period of Insurance.
Hired-In Plant (Liability to Owner)	Covers the Insured for liability to the owner of a hired machine for sudden and unforeseen physical 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 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.

A. 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 this date or payment is dishonoured this Policy will not operate and there will be no cover.

B. General Definitions

Word or term	Meaning
Advertising Injury	means: 1. defamation; 2. infringement of copyright, title or slogan; 3. infringement of trade mark or service mark; 4. unfair competition or misappropriation of advertising ideas or style of doing business; or 5. invasion of privacy, in any public advertisement or arising out of advertising activities by or for the Insured for or 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 unmanned.
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 causing Property Damage or Personal Injury.
Breakdown Damage	means the sudden and unexpected breaking, distortion, seizing, failure or breakdown of a mechanical, electrical or electronic part of a Machine: 1. 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); 2. caused directly and solely by a defect of the part; and 3. preventing normal use of the Machine.
Business	means the business of the Insured as shown in the Schedule.
Capacity	in relation to a Machine is determined by factors including: 1. recognised standards; 2. legislation and regulations; 3. manufacturers' recommendations; 4. load charts; 5. 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: 1. 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 2. 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 3. 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	of a Machine is determined by a combination of factors including: 1. the length and angle of any jib or boom; 2. the weight of the load; 3. the distance between the load and the Machine; 4. the nature and incline of the surface on which the Machine is standing or resting; 5. the placement and extension of outriggers; 6. the weather conditions; 7. the speed of lifting, lowering, luffing or slewing; 8. counterweighting.

Word or term	Meaning
Constructive Total Loss	means the reasonable abandonment of the insured Machines because: 1. its actual Total Loss is unavoidable; or 2. it could not be preserved from actual Total Loss or destruction without the Insured incurring an expenditure which would exceed its repaired and/or recovered value.
Damage	means: 1. sudden and unexpected physical damage to or destruction of a Machine; or 2. permanent loss by theft but does not include any loss where a third party does not return a Machine and/or attachments upon demand.
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 in Sections 6 and 7 the reasonable and properly incurred legal costs and expenses of defending against 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 any person involved in the operation of the 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: 1. employed by an Insured under a contract of service; 2. apprenticed to an Insured; 3. labour hire personnel engaged by an Insured; 4. deemed to be an employee or worker of an Insured under workers' compensation legislation; or 5. a director or partner of an Insured while performing employee duties.
Endorsement	means any endorsement shown in the Schedule under the heading 'Clauses'.
Excess	means the amount stated in the Schedule for a Machine or a Section of the Policy.

Word or term	Meaning
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.
Insured	means those named in the Schedule as the Insured.
Insurer	means QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.
Legal Costs	means in Section 2: 1. the Insured's reasonable and properly incurred legal costs and expenses of defending against a claim of Liability to Owner; and 2. the legal costs and expenses of a claim for Liability to Owner against the Insured incurred by a person or Company other than: (a) the Insured; or (b) an Employee or a director or partner 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 an Insured.
Limit Any One Loss	means the amount stated in the Schedule as 'Limit Any One Loss' for a Section.
Machine	means an item of machinery identified in the Schedule.
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 arms 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.

Word or term	Meaning
Motor Vehicle	means: 1. a motor vehicle intended to be propelled on wheels or self-laid tracks by means other than human or animal power; and 2. 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 Machine can also be a Motor Vehicle.]
North America	means: 1. the United States of America or Canada; and 2. any state or territory incorporated in or administered by or from the United States of America or Canada.
Occurrence	means: 1. a single event; 2. a series of events attributable to the same single source or cause; or 3. continual or repeated exposure to substantially the same general conditions.
Overloading	means: 1. in relation to a Machine being a crane or being engaged in a lifting operation: (a) lifting, carrying, moving or lowering; or (b) attempting to lift, carry, move or lower, a load that is or becomes greater than the Machine's Capacity at any time during the lifting operation, having regard to the Machine's Configuration; 2. in relation to all Machines: placing on the Machine a load heavier or larger than allowed by law or the Machine's specifications.
Period of Insurance	means the period of cover of the contract of insurance as shown in the Schedule.

Word or term	Meaning
Personal Injury	means: 1. bodily injury death, sickness, disease, illness, physical disablement, shock, fright, mental anguish or mental injury; 2. false arrest, false imprisonment, wrongful detention or malicious prosecution; 3. wrongful entry or wrongful eviction; 4. publication or utterance of a libel, slander or other defamatory or disparaging material; or 5. 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 both unintended and unforeseen by the Insured.
Policy	means: 1. the Schedule; 2. the parts of the General Section and other Sections of this document that the Schedule shows are included in the contract of insurance; 3. the Endorsements; and 4. 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 shall charge for insurance under this Policy including any amounts for GST, and other charges.
Products	means the following after they have left the possession and control of an Insured: 1. tangible goods sold, handled, distributed, supplied, grown, extracted, produced, made, manufactured, processed, treated, altered, serviced, repaired, installed, assembled, erected or constructed by the Insured in the course of the Business; 2. containers and packaging of such tangible goods (other than a Motor Vehicle, Road Vehicle or a Machine).
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 the Product.

Word or term	Meaning
Property Damage	means: 1. physical damage, loss or destruction of tangible property, including resultant loss of use of that property; or 2. 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.
Related Entity	means a related entity, within the meaning of section 9 of the *Corporations Act 2001* (Cth), to an Insured.
Road Vehicle	means: 1. a Motor Vehicle that is both: (a) registered for use as a motor vehicle as required by law; and (b) identified in the Schedule; or 2. a trailer, that is both: (a) being towed or becomes detached while being towed by a Motor Vehicle registered for use as a motor vehicle and identified in the Schedule; and (b) itself registered for use as a vehicle as required by law.
Schedule	means the schedule for this contract of insurance.
Sum Insured	means the maximum amount payable for indemnity, being: 1. for Sections 1, 2, 3 and 5: the amount stated in the Schedule for a Machine; 2. for Section 4: the amount stated in the Schedule for a Cover Option; 3. for Sections 6 and 7: the amount stated in the Schedule for the Section; 4. for an Additional Benefit: the amount for the Additional Benefit stated in the Schedule or in the Additional Benefit itself.
Territorial Limits	means Australia. Please see the General Condition for Placement of Machines on Watercraft in Section F for an extended definition for Territorial Limits.

Word or term	Meaning
Tool of Trade	means, in relation to the use or operation of a Motor Vehicle, any function for which it is designed other than primarily as a Road Vehicle in road transport. Such Tool of Trade functions include but are not limited to: 1. lifting, lowering, loading, unloading, carrying other than road transport, grading, levelling, scraping, digging, shovelling, bulldozing, pumping, spraying, discharging, tipping, crushing, chipping, mulching and mixing other than mixing during road transport; 2. the loading or unloading of the Motor Vehicle itself onto or from another machine or trailer; and 3. all use or operation between arrival at and departure from the place of performing work.
Total Loss	means the insured Machine is: 1. lost or stolen and not recovered; or 2. Damaged beyond repair or the Insurer reasonably considers the cost of repairing the insured Machine is uneconomical or greater than the maximum amount payable in respect of any one event of Damage to the insured Machine 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.
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 the Machine.

Introduction to Exclusions and Conditions

The risks associated with the use and operation of the Machines and your Business are significant. There are certain risks that are simply not covered under the Policy.

Some of the exclusions and conditions apply strictly and are not dependent on any failure to take reasonable care.

C. General Exclusions for Sections 1 to 7

1. The Insurer shall not indemnify the Insured against any loss, damage or liability (including Legal Liability) caused directly or indirectly by, arising from or in connection with:

   (a) sonic pressure waves in connection with 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 including 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 (e) or (f) above;

   (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 that is done 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 against or responding to any act referred to in (i) above;

   (k) failure to avoid any reasonably avoidable loss, damage, liability (including Legal Liability) or costs.

   [Note: Without limiting the operation of the exclusion, the following are examples of the above:

   (i) failure to take any preventative action where the Insured was provided adequate time to do so, including man-made risks and natural events (including without limitation flood, fire, cyclone or storm);

   (ii) failure to protect property from theft or damage;

   (iii) failure to heed signs and warnings including without limitation height limits, road works and flood height markers;

   (iv) failure to check the route for an over-sized load;

   (v) failure to obtain and heed a dial-before-you-dig report or its equivalent;

   (vi) failure to clear or clean concrete pump lines; and

   (vii) failure to keep Road Vehicles in a registerable and roadworthy condition including but not limited to ensuring that tyre tread is as required by law.]

   (l) 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 purpose of the Business.

   For the purpose of this exclusion:

   (i) ATV is an off-road 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.

   (ii) UTV is an off-road 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 pedals for control.

   (m) 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;

   (n) any cyber incident which affects access to, processing of, use of or operation of any Computer System or any Electronic Data, and is 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.

2. The Insurer shall not indemnify the Insured against anything in respect of 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.

3. Subject to the *Insurance Contracts Act 1984* (Cth), the Insurer shall not indemnify under this Policy against anything in respect of which any entity entitled to indemnity is covered under another contract of insurance.

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

5. 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.

6. 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.

D. General Exclusions for Sections 1 to 5

1. The Insurer shall not indemnify the Insured against:

(a) any loss, damage, liability or costs caused directly or indirectly by, arising from or in connection with:

(i) 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;

(ii) operation of a Machine by any person:

(A) not qualified, suitably licensed or experienced;

(B) not licensed, holding an improperly obtained licence or not complying with licence conditions; or

(C) suffering from a physical or mental impairment of ability,

to operate the Machine, unless the Insured proves that the Insured:

(D) did not consent to the Machine being operated by that person; or

(E) did not breach General Condition F.2.(d) and was unaware and could not reasonably have been aware of the matters in (A), (B) and (C) above;

(iii) operation of a Machine by any person:

(A) under the influence of or affected by drugs or alcohol; or

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

unless the Insured proves that the Insured:

(C) did not consent to the Machine being operated by that person; or

(D) did not breach General Condition F.2.(d) and was unaware and could not reasonably have been aware of the matters in (A) and (B) above;

(iv) deliberate or reckless Overloading of a Machine, whether or not with an Insured's knowledge;

(v) deliberately or recklessly incorrect loading of a Machine, whether or not with an Insured's knowledge;

(vi) operation of a Machine while its limiters, load-measuring instruments, safety devices or warning devices are defective, inoperative or turned off, whether or not with an Insured's knowledge;

(vii) failure of:

(A) an Insured or a Related Entity;

(B) a director, partner or employee of an Insured or Related Entity; or

(C) an Employee; or

(D) a person engaged in the operation of the Machine,

to service, maintain, use or operate the Machine strictly 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, whether or not with an Insured's knowledge.

For the avoidance of doubt, the exclusion is not dependant on the Insurer proving that there was a failure to take reasonable care or a deliberate courting of the risk.

[Note: Without limiting the operation of this or any exclusion or condition, the following are examples of matters that are excluded and require strict compliance with the above:

(E) incorrect loading of a Machine such as loads that are too wide, high or heavy;

(F) failure to measure an over-sized load;

(G) using a Machine while the limiters, safety devices or warning devices are inoperative, regardless of the cause on the inoperability;

(H) failure in a Multiple Crane Operation (as defined in Section 3) to adopt and comply with the procedures and requirements set out in the edition of Australian Standard AS2550 or its equivalent current at the time of the Multiple Crane Operation.]

(viii) acts or omissions of:

(A) an Insured or Related Entity; or

(B) a director or partner of an Insured or an Employee,

with the intention of causing, or with reckless disregard of the risk of causing, injury or damage to person or property, whether or not with an Insured's knowledge;

(ix) lack of, inadequate or incorrect lubricant, coolant, oil or other dry or liquid substance, unless caused by Damage to a Machine, whether or not with an Insured's knowledge;

(x) incorrect fuel or additive, whether or not with an Insured's knowledge, unless in a road vehicle that is a sedan, station wagon, panel van, utility, or 4 x 4, with a carry capacity of not greater than 15 persons or goods carrying vehicle with a gross vehicle mass not exceeding 4,500 kilograms;

(xi) tests or experiments imposing abnormal operating conditions on a Machine, whether or not with an Insured's knowledge;

(xii) defects in design, but this exclusion shall not apply to defects that are not known to the Insured at the time of Damage occurring;

(xiii) use of a Machine that:

(A) has not been commissioned as a commercially operating machine;

(B) is a prototype or experimental machine; or

(C) is being developed or is still in the course of development;

(xiv) unexplained inventory shortage, unexplained disappearance or disappearance resulting from clerical or accounting errors;

(b) physical damage or destruction of:

(i) a safety or protective device caused by the operation of such safety or protective device;

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

(iii) batteries caused by a defect in the batteries, unless the defect was caused by Damage to a Machine;

(iv) foundations or masonry;

(v) 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.

(c) physical damage or destruction of, or any loss from or liability or costs for physical damage or destruction of, any part of a Machine caused by:

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

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

(d) 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, or access to, of the Machine or any part thereof;

(e) any loss, damage, liability or costs to the extent that an Insured has released or waived any Insured's right to recovery, indemnity or contribution from another except to the extent that Additional Benefit 7 (Indemnity to hirer – Wet Hire) or Additional Benefit 22 (Hired-out plant – damage waivers) in Section 3 applies to such release or waiver;

(f) any legal liability of whatsoever nature other than as provided in Section 2 and Additional Benefit 7 (Indemnity to hirer – Wet Hire) or Additional Benefit 22 (Hired-out plant – damage waivers) in Section 3;

(g) any loss, damage, liability or costs caused directly or indirectly by, arising from or in connection with:

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

(ii) breaking, distortion, seizing, burning, failure or breakdown; or

(iii) Breakdown Damage,

however, if there has been Breakdown Damage, we will indemnify for costs of other damage to the Machine arising from the Breakdown Damage, but not if the Breakdown Damage or the other damage occurred within or to any:

(A) engine;

(B) hydraulics;

(C) drive train;

(D) transmission; or

(E) electronic componentry,

of the Machine unless the other damage arose from an impact external to the Machine and (with respect to damage not excluded by (A) to (E) above) only if the Insured proves that:

(F) no Employee or person who was engaged in the operation, maintenance or servicing of the Machine nor any Insured was aware and could reasonably have been aware of the defective part (within the meaning of Breakdown Damage);

(G) the Insured took reasonable steps to avoid, prevent, detect and discover the defective part (within the meaning of Breakdown Damage);

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

(I) the defective part (within the meaning of Breakdown 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:

(1). manufacturer's and distributor's recommendations or guidelines; and

(2) systems and procedures imposed or recommended by law, International Standards, Australian Standards and Industry Standards;

[Note: Without limiting the operation of exclusion D.1.(h), the following are examples of its application:

(J) Breakdown Damage affecting the mechanical steering causes a collision resulting in other damage to the Machine (including the engine). Where the Insured proves the matters required in D.1.(h).(F) to (I), above, then provided that the other terms of the Policy are satisfied, the other damage (but not the Breakdown Damage) is covered under the Policy;

(K) Breakdown Damage in the engine causing other damage in the engine. Both of these are excluded; and

(L) Breakdown Damage in the engine causing other damage to the hydraulics. Both of these are excluded.]

2. Other than as provided in Additional Benefits 1 (Damage to lifted goods), 6 (Employees' property damage), 7 (Indemnity to hirer – Wet Hire) and 22 (Hired-out plant – damage waivers) in Section 3:

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

(b) as against any interested party making a claim, the Insurer, without limiting any other defence, shall be entitled to rely on any defence that the Insurer has against an Insured.

E. General Exclusions for Sections 6 and 7

(See also Exclusions in Sections 6 and 7.)

1. The Insurer shall not indemnify the Insured against Legal Liability:

(a) **Employer's liability**

arising from Personal Injury to an Employee:

(i) arising from any relationship described in the General Definition of 'Employee';

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

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

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

(b) **Changes in compulsory insurance law**

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 has ceased to apply or the requirement to have such insurance has ceased.

(c) **Contractual liability**

(i) assumed by an Insured under a contract or agreement, except to the extent that:

(A) the liability would have been implied by law in the absence of such contract or agreement;

(B) the liability arises 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; or

(C) the liability is assumed by the Insured under a warranty of fitness or quality of the Insured's products;

Or

(ii) for which an Insured has released or waived the Insured's right to recover indemnity, contribution or damages from another.

(d) **Admissions of liability**

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

(e) **Property in an Insured's physical possession or legal control**

for damage to or loss of:

(i) any property (not including premises) while being used or operated by an Insured or a Related Entity;

(ii) any vehicle or trailer in a car park owned or operated by an Insured or a Related Entity for reward;

(iii) any part of any property on which an Insured is working where the damage is directly caused by such work; or

(iv) any property in the physical possession or legal control of an Insured unless the property is lifted by or suspended from a Machine designed to lift that property (note: see Section 7, clause B.(1)(b) for the sublimit for 'hook liability').

(f) **Pollution**

(i) 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;

(ii) 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; or

(iii) 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,

and the Insurer's aggregate liability under (i) and (ii) above for all discharges, dispersals, releases, seepages, migration or escape of Pollutants during the Period of Insurance of this Policy shall not exceed the Sum Insured.

(g) **Asbestos**

caused directly or indirectly by, arising from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

(h) **Fines, penalties and exemplary, aggravated or punitive damages**

for:

(i) fines or penalties;

(ii) exemplary, aggravated or punitive damages;

(iii) additional damages resulting from the multiplication of compensatory damages; or

(iv) liquidated damages.

(i) **Property owned by an Insured or a Related Entity**

for damage to property owned by an Insured or a Related Entity.

2. Information technology and computer data, programmes and storage media

(a) The Insurer shall not indemnify the Insured against Legal Liability for Personal Injury and Property Damage arising directly or indirectly from or in connection with:

(i) an Insured's Internet Operations;

(ii) the provision of computer or telecommunication services by or on behalf of an Insured;

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

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

but this Exclusion shall 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.

(b) Internet Operations means:

(i) 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;

(ii) 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;

(iii) 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

(iv) operation and maintenance of an Insured's web site.

3. Interested parties

Subject to the cover provided in Additional Benefits C.2. (Extended road risk cover for drivers and passengers), C.6. (Cover for principals) and C.8. (Hired-out Road Vehicles) in Section 6 and Additional Benefit C.3. (Cover for others) in Section 7, the Insurer shall not indemnify a person or Company not named as an Insured even if the person's or Company's interest is noted in the Schedule.

F. General Conditions for all Sections

These conditions apply to all Policy Sections. If you do not comply with these conditions we may, subject to the *Insurance Contracts Act 1984* (Cth):

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

(b) recover from you any costs and monies we have paid; and

(c) cancel your Policy.

1. Average

For Sections 1, 2 and 5, if the Sum Insured for a Machine is less than 80% of its Market Value immediately prior to the Damage or Breakdown Damage, except in the event of destruction or permanent loss by theft of the Machine, the indemnity shall be calculated as follows:

Amount of Damage x (Sum Insured / 80% of Market Value)

2. Compliance with recommendations, guidelines, standards and legislation

For the avoidance of doubt, this condition is not dependant on the Insurer proving that there was a failure to take reasonable care or a deliberate courting of the risk.

The Insured shall at all times:

(a) service, maintain, use and operate the machines and any vehicles strictly in accordance with:

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

(ii) systems and procedures imposed or recommended by law, International Standards, Australian Standards and industry standards.

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

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

(ii) systems and procedures imposed or recommended by law, International Standards, Australian Standards and industry standards.

(c) not permit unqualified or inadequately experienced persons to engage in the operation or use of the Machines and any vehicles;

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

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

(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.

3. Reasonable precaution

The Insured shall at all times take all reasonable precautions to prevent loss, damage, injury or liability.

4. Claims procedure

(a) 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 shall:

(i) notify UAA by telephone or email;

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

(iii) retain any damaged machine or vehicle or parts thereof; and

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

(b) Any notice, process or summons to be served by the Insured on the Insurer may be served on UAA, which is authorised to enter an appearance on the Insurer's behalf.

5. Co-operation in claims

The Insured shall:

(a) 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:

(i) 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) as 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;

(F) to defend against any claim of Liability to Owner or Legal Liability made against the Insured;

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

(ii) all relevant persons for interviews, statements, assistance and the provision of documents and information;

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

6. Fraud / Utmost good faith

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

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

7. Defence of claims against the Insured

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

(i) investigate the claim;

(ii) instruct lawyers to advise on the claim;

(iii) instruct lawyers to represent the Insured;

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

(v) negotiate settlement of the claim; and

(vi) direct settlement of the claim.

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

8. Basis of the Sum Insured

(See also General Conditions F.1. (Average) and F.9. (Premium Adjustment)).

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

9. Premium adjustment

(a) If Section 2 applies, the Premium for Section 2 is calculated at the commencement of the Period of Insurance as a minimum deposit premium, based on the Insured's estimate of total hiring charges for Machines to be hired in by the Insured during the Period of Insurance.

(b) If the total hiring charges paid by the Insured during the Period of Insurance for Machines hired in by the Insured is different from the estimate provided at the commencement of the Period of Insurance, the Premium shall be adjusted and the Insured shall pay or receive the difference between the adjusted Premium and the minimum deposit premium.

10. Right of inspection

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

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

11. Notification of changes materially affecting the insurance

This Policy is based on what the Insured has told the Insurer. If something changes, the Insured shall contact the Insurer (via the Insured's financial services provider) to ensure cover remains unaffected.

(a) The Insured shall 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 Insured's business or any other changes to the information contained in the Proposal.

(b) The Insurer shall not indemnify against the risks arising from the material changes unless, before Damage, Breakdown Damage, Property Damage or Personal Injury in connection with those risks occurs, the Insurer has agreed in writing to extend the Policy to cover those risks.

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

12. Use of Machines underground

For the purposes of Sections 1 to 5:

(a) the Insured shall not use or operate a Machine underground unless, prior to such use or operation:

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

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

(b) the Policy shall not cover Damage to or Breakdown Damage in a Machine while used or operated underground unless the Insurer has agreed in writing to extend the Policy to cover such use or operation.

13. Use of Machines in connection with drilling or wells

For the purposes of Sections 1 to 5:

(a) the Insured shall not use or operate a Machine for or in connection with oil, gas or geothermal drilling or wells unless, prior to doing so:

(i) the Insured has notified the Insurer; and

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

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

14. Placement of Machines on Watercraft

(a) The Insured shall not place or use a Machine on a Watercraft unless, prior to doing so:

(i) the Insured has notified the Insurer; and

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

(b) the Policy shall not cover Damage to or Breakdown Damage in a Machine while on a Watercraft unless, prior to such placement, the Insurer has agreed in writing to extend the Policy to cover such placement;

(c) This provision shall 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.

15. Subrogation

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

(a) the Insurer shall be entitled to pursue;

(b) the Insured shall consent to the Insurer's pursuing; and

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

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

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 shall pass immediately to the Insurer, unless the Insurer notifies the Insured in writing otherwise.

17. Jurisdiction

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

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 shall 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 shall refund to the Insured the Premium relating to the cancelled part of the Policy for the unexpired part of the Period of Insurance.

19. Discovery of Products Defects

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

20. Two or more named as the Insured

If the Schedule names two or more Insureds:

(a) for Sections 1 to 5:

(i) each one is both individually and collectively responsible for the Insured's compliance with the conditions of the Policy; and

(ii) as against each Insured the Insurer shall be entitled to rely on any defence available against any other Insured;

(b) for Sections 6 and 7, each Insured shall be treated as if a separate policy had been issued to that Insured, but this Condition shall not operate to increase the Insurer's liability beyond:

(i) the limits of liability in the Policy; and

(ii) the liability of the Insurer had this Condition not been included in the Policy.

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 shall be entitled to rely on any defence available against an Insured as if the person or Company were an Insured.

22.Application and Payment of Excess

(a) The indemnity shall exceed the Excess before the Insurer shall be liable to pay the indemnity.

(b) The Insurer shall:

(i) Deduct the amount of the Excess from the indemnity payable under Sections 1 to 5.

(ii) The Insured shall 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 another 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 Excesses under this Policy; and

(iv) The Insurer is able to recover the amount of any loss including any applicable Excesses 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 any 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.

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 shall apply once in respect of the indemnity payable under all of those Sections.

24.Goods and Services Tax (GST)

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

(b) The Insured shall 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 shall be inclusive of GST;

(ii) is registered for GST, the Sum Insured and any limit of indemnity shall be exclusive of GST and the Insurer shall also pay any GST that the Insured is liable to pay in respect of any acquisition included in the indemnity;

but the Insurer shall 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 shall refund to the Insurer or pay any amount of GST payable as a result of the Insured's incorrect advice.

(e) The Insurer shall 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.

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

25.Contribution and other insurance

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.

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 insurer(s).

26.Interpretation

Nothing in an Exclusion shall be construed to extend the liability of the Insurer beyond its liability in the absence of the Exclusion.

27.References to legislation

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.

'Subsequent legislation' means:

(a) an act or regulation as amended, replaced or re-enacted;

(b) 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.

28.Crane walking at or near wind farms

Where a Machine with a rated lifting capacity equal to or greater than 250 tonnes is moving over any distance at or near a Wind Farm, then:

(a) If the Machine is not dry hired to a hirer, Section 3 Additional Benefit 12 'Owner's Protection – excluding Dry Hire' and, if shown on the Schedule, Additional Benefit 21 – 'Owner's Protection Plus – including Dry Hire and Wet Hire' will not apply unless (and without limiting the operation of other conditions and exclusions in the Policy) the movement is conducted:

(i) in strict compliance with all legislative, regulatory, manufacturer, distributor and other requirements; and

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

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

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

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

(D) ensure compliance with all legislative, regulatory, manufacturer, distributor and other requirements for the movement of the Machine.

(b) If the Machine is dry hired to a hirer, Additional Benefit 21 – 'Owner's Protection Plus – including Dry Hire and Wet Hire' (if shown on the Schedule) will not apply unless the hire agreement contains express provisions that any movement of the Machine must be conducted:

(i) in strict compliance with all legislative, regulatory, manufacturer, distributor and other requirements; and

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

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

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

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

(D) ensure compliance with all legislative, regulatory, manufacturer, distributor and other requirements for the movement of the Machine.

In this General Condition, 'Wind Farm' means any area where wind turbines are being used, or are to be used, to produce electricity, whether under construction or otherwise.

The Insurer's choice of repairer policy

If the Insurer repairs the Insured's Motor Vehicle, the Insurer will recommend a licensed repairer the Insurer selects, however the Insured may choose any licensed repairer to repair the Insured's Motor Vehicle

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

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

If the Insured chooses the Insured's own repairer, the Insured will need to:

- get a quote from an appropriately licensed repairer of the Insured's choice;
- allow the Insurer to assess the quote and the Insured's Motor Vehicle before the Insurer authorises repairs; and
- allow the Insurer to get a quote from another repairer if the Insurer needs one.

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

The Insurer may not accept the Insured's repairer's estimate if the Insurer believes:

- they don't have the equipment or expertise to repair the Insured's Motor Vehicle;
- the scope of repairs may not be correct; or
- their estimate is not competitive.

The Insurer's parts policy

The Insurer may replace damaged parts with new, recycled, reconditioned or quality non-genuine parts that:

- are consistent with the age and condition of the Insured's Motor Vehicle;
- do not affect the safety or the structural integrity of the Insured's Motor Vehicle;
- comply with the vehicle manufacturer's specifications and applicable Australian Design Rules;
- do not adversely affect the post-repair appearance of the Insured's Motor Vehicle; and
- do not void the warranty provided by the Motor Vehicle manufacturer.

If any part of the Insured's Motor Vehicle is damaged in an incident covered under this Policy, and is unavailable in Australia, the Insurer will reimburse the Insured in accordance with 'The Indemnity'. Under no circumstances will the Insurer 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.

Section 1 – Damage

A. The Cover

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

1. within the Territorial Limits; and
2. during the Period of Insurance.

B. The Indemnity

1. The indemnity under this Section against Damage to a Machine shall not exceed the least of:
   (a) in the case of physical damage, the reasonable cost of:
      (i) repairing the Machine; and
      (ii) re-commissioning, re-erecting and re-installing the Machine,

      to restore it to a condition equal to its condition immediately prior to the Damage; and no deduction will be made for depreciation in respect to normal working, serviceable, expendable parts that are replaced except for engines, transmissions and drive trains. However the cost of any alterations, additions, improvements, or overhauls shall not be covered as part of the repair cost, unless agreed by the Insurer.
   (b) the Market Value of the Machine immediately prior to the Damage;
   (c) an amount that indemnifies the Insured against the Damage to the Machine;
   (d) the Sum Insured.
2. In the case of physical damage which cannot be satisfactorily repaired or it is uneconomical to do so, and the Machine is deemed a Total Loss or Constructive Total Loss by the Insurer, and the insured Machine is within three years of its original date of commissioning by its manufacturer or manufacturers' agent, the Insurer will replace the Machine with a new replacement machine 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;
   (b) the maximum amount the Insurer will pay under this new replacement machine benefit shall not exceed the least of 115% of the Sum Insured stated in the Schedule for that insured Machine or the Sum Insured plus $750,000;
   (c) this benefit does not apply to Road Vehicles that are a sedan, station wagon, panel van, utility, or 4 x 4, with a carry capacity of not greater than 15 persons or goods carrying vehicle with a gross vehicle mass not exceeding 4,500 kilograms; and
   (d) for tower cranes, the insurer will also indemnify up to a sublimit of $100,000 for the costs of commissioning, erecting and installing, at the same site where the Damage occurred, however, those 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.
3. The indemnity under B.1. above shall not include any costs of the kind referred to in Additional Benefit 5. in Section 3.
4. 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 the one event shall not exceed the aggregate of the Limits Any One Loss shown in the Schedule for this Section and Section 3.
5. The Insurer shall, at its option, indemnify the Insured in accordance with B.1. by either:
   (a) repairing the Machine to a condition equal to its condition immediately prior to the Damage; or
   (b) paying the indemnity to the Insured.

   The Insurer will have regard to the circumstances of the Insured's claim and consider any preference the Insured may have.
6. The Excess shall 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 to any of those Machines shall apply once in respect of all those Machines under this Section.
7. Market Value Plus.

   If the Schedule describes the Sum Insured for a Machine under Section 1 as 'Market Value Plus', the indemnity against Damage to a Machine shall 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.

C. Additional Benefit

1. Substitute Machines

(a) The Insurer shall indemnify the Insured in accordance with the terms of this Section against Damage to a Substitute Machine as if the Substitute Machine were identified in the Schedule for this Section.

(b) Substitute Machine means, for the purpose of this Additional Benefit only a machine:
   (i) being used by an Insured as a temporary replacement for a Machine while the Machine is undergoing repair, maintenance or servicing;
   (ii) equivalent in size, function and Market Value to the Machine for which it is a substitute; and
   (iii) only until the Machine is returned to the Insured following repair, maintenance or servicing.

2. Hired in Machines not covered by Section 2

(a) The Insurer shall 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 identified in the Schedule for this Section or Section 2. The indemnity for Hired in Machines shall not exceed $50,000 in the aggregate for the Period of Insurance.

(b) Hired in Machines mean mobile machinery and equipment of a similar nature currently specified on the Schedule. It does not include Road Vehicles, that are a prime mover, road registered trucks, trailers, sedan, station wagon, panel van, utility, 4 X 4, buses and light commercial vehicles or equipment that is of a static nature.

Section 2 – Hired-in Plant (Liability to owner)

A. The Cover

1. The Insurer shall indemnify the Insured against Liability to Owner arising from Damage to a Machine hired in by the Insured that occurs:

   (a) within the Territorial Limits;

   (b) during the Period of Insurance;

   (c) during the period of hire; and

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

B. The Indemnity

1. The indemnity under this Section against Liability to Owner for the cost of repair or replacement of a Machine shall not exceed the least of:

   (a) in the case of physical damage, the reasonable cost of:

      (i) repairing the Machine; and

      (ii) re-commissioning, re-erecting and re-installing the Machine,

      to restore it to a condition equal to the condition immediately prior to the Damage; and no deduction will be made for depreciation in respect to normal working, serviceable, expendable parts that are replaced except for engines, transmissions and drive trains. However the cost of any alterations, additions, improvements, or overhauls shall not be covered as part of the repair cost, unless agreed by the Insurer.

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

   (c) an amount that indemnifies the person or Company from whom the Insured hired the Machine against the Damage to the Machine;

   (d) the Sum Insured;

   (e) the Insured's liability for repair or replacement of the Machine under the hire contract.

2. In the case of physical damage which cannot be satisfactorily repaired or it is uneconomical to do so, and the Machine is deemed a Total Loss or Constructive Total Loss by the Insurer, and the insured Machine is within three years of its original date of commissioning by its manufacturer or manufacturers' agent, the Insurer will replace the Machine with a new replacement machine 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;

   (b) the maximum amount the Insurer will pay under this new replacement machine benefit shall not exceed the least of 115% of the Sum Insured stated in the Schedule for that insured Machine or the Sum Insured plus $750,000; and

   (c) this benefit does not apply to Road Vehicles that are a sedan, station wagon, panel van, utility, or 4 x 4, with a carry capacity of not greater than 15 persons or goods carrying vehicle with a gross vehicle mass not exceeding 4,500 kilograms; and

   (d) for tower cranes, the insurer will also indemnify up to a sublimit of $100,000 for the costs of commissioning, erecting and installing, at the same site where the Damage occurred, however, those 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.

3. The indemnity under B.1 above shall not include any costs of the kind referred to in Additional Benefit 5. in Section 3.

4. The indemnity against Liability to owner for hiring charges for the Machine shall 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 for hiring charges in respect of the Machine;

   (b) the amount of hiring charges for the Machine payable by the Insured under the hire contract for the duration of the Indemnity Period.

[Note: The Insured's obligation to mitigate its loss under General Condition F.4.(a) 2. includes exercising any right under the hire contract to minimise the Insured's Liability to the owner.]

5. 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 shall not exceed the aggregate of the Limits Any One Loss shown in the Schedule for this Section and Section 3.

6. The Excess shall 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 to any of those Machines shall apply once in respect of all those Machines under this Section.

C. Additional Benefit

1. On-Hire on Dry Hire terms (optional Additional Benefit)

(a) If the Schedule shows both that this Additional Benefit applies and that the Business includes the hire of machines to others, A.1.(d) of this Section shall not apply and the Insurer shall indemnify the Insured against Liability to owner arising from Damage to a Machine hired in by the Insured on Dry Hire terms if the Damage occurs:

   (i) during the Period of Insurance;

   (ii) during the period of hire; and

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

(b) The Sum Insured for this Additional Benefit shall be the amount shown in the Schedule for this Additional Benefit.

2. Legal Costs

(a) If a claim for Liability to owner is made against an Insured, the Insurer shall also pay:

   (i) the Legal Costs in relation to that claim to which the Insurer has agreed in writing (which agreement shall not be unreasonably withheld) before the Legal Costs are incurred; and

   (ii) the legal costs and expenses of a claim for Liability to owner against the Insured incurred by a person or Company other than an Insured or a director or partner of an Insured that the Insured is liable to pay.

(b) The indemnity for Legal Costs shall not exceed the balance of $50,000 after deducting the aggregate of all amounts for Legal Costs and costs under (a) above already paid by the Insurer under this Section during the Period of Insurance.

D. Definitions for Section 2

Word or term	Meaning
Indemnity Period	means the period of continuous Interruption: 1. commencing at the end of the Initial Period; and 2. ending at the earlier of: (a) repair or replacement of the Machine; (b) 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.
Interruption	means prevention of or interference with the normal use or operation of the Machine to perform the functions for which it was designed in the course of the Business caused by and commencing upon its Damage.
Liability to owner	means the Insured's liability under the express or implied terms of the hire contract for a Machine to pay, in the event of Damage to the Machine: 1. the cost of repair or replacement of the Machine; and 2. hiring charges for the Machine 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 the Machine.

Section 3 – Additional Benefits

Additional Benefits automatically applying to Sections 1 and 2 (unless otherwise specified as also applying to other Sections), but subject to the terms, conditions and exclusions of the Policy

1. Damage to lifted goods

(a) The Insurer shall indemnify:

(i) the Insured; or

(ii) an owner of goods who is not an Insured as if such owner was an Insured,

against sudden and unexpected physical damage or destruction of the goods occurring while the goods are both:

(iii) in the possession and control of the Insured; and

(iv) lifted by or suspended from a Machine designed to lift them.

(b) There shall be no indemnity under this Additional Benefit against:

(i) damage 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 shall be the amounts shown in the Schedule for 'Damage to Lifted Goods' and the limits of indemnity under B. in the relevant Section shall otherwise apply as if the goods were a Machine.

2. Multiple Crane Operation

(a) The Insurer shall indemnify the Insured against Damage to a Machine occurring while it is being used in a Multiple Crane Operation during the Period of Insurance.

(b) Multiple Crane Operation means the use of two or more lifting machines together, as described in the edition of Australian Standard AS2550 or its equivalent current at the time of the Operation.

3. Expediting Costs

(a) If the Insurer is liable to indemnify the Insured under the relevant Section against Damage to a Machine, the Insurer shall also indemnify the Insured against the Expediting Costs.

(b) Expediting Costs means the reasonable additional costs necessary to effect immediate temporary repairs or to expedite permanent repairs to the Machine.

(c) The Sum Insured for this Additional Benefit shall be the lesser of $25,000 or 20% of the indemnity payable against the Damage to the Machine under the relevant Section.

(d) If the Insured has not obtained the consent of the Insurer (which shall not be unreasonably withheld) prior to incurring the Expediting Costs, there shall be no indemnity under this Additional Benefit.

(e) Notwithstanding (d) above, the Insurer shall indemnify the Insured for up to $3,000 for reasonable and necessary emergency repairs to the Machine, without prior consent from the Insurer.

4. Recovery costs – no Damage

(a) If a Machine becomes immobilised or inaccessible and unable to be used without physical damage or destruction and as a result of a sudden and unexpected event occurring during the Period of Insurance, the Insurer shall indemnify the Insured against the reasonable and necessary costs incurred with the Insurer's prior written consent (which shall not be unreasonably withheld) of recovering or attempting to recover the Machine.

(b) The indemnity under this Additional Benefit shall not exceed $50,000 or, if an amount is stated in the Schedule for 'Recovery Costs', that amount.

(c) The Excess shall apply to each event.

5. Recovery costs – Damage

(a) If the Insurer is liable to indemnify the Insured under the relevant Section against Damage being physical damage or destruction of a Machine, the Insurer shall also indemnify the Insured against the reasonable and necessary costs, incurred with the Insurer's prior written consent (which shall not be unreasonably withheld), of:

(i) disposing of the Machine, if the Machine is destroyed;

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

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

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

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

(b) The indemnity under this Additional Benefit shall not exceed $250,000 or, if an amount is stated in the Schedule for 'Recovery and Transport Costs', that amount.

(c) The Excess shall apply to each Machine for each event of Damage.

6. Employees' property damage

(a) The Insurer shall indemnify an Employee against 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 shall not exceed the least of:

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

(ii) the Market Value of the property immediately prior to the Damage;

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

(iv) $5,000.

7. Indemnity to hirer – Wet Hire

(a) Where:

(i) the Insured has hired out a Machine to a hirer on Wet Hire terms; and

(ii) the hire agreement provides that:

(A) the Insured shall arrange insurance against Damage to the Machine for the hirer; or

(B) the Insured shall release the hirer from liability for Damage to the Machine,

the Insurer shall indemnify the hirer according to the terms of the relevant Section against Damage to the Machine occurring while on hire to the hirer.

(b) The indemnity under this Additional Benefit shall 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.

8. Appreciation in value

If:

(a) Damage to a Machine occurs;

(b) 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

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

for the purpose of indemnity against the Damage the Sum Insured shall increase by the amount of the increase of the Market Value but by no more than 25% of the Sum Insured.

9. Extra costs of reinstatement

If repair of a Machine would cause the Machine to be in a condition better than immediately prior to the Damage because either:

(a) of a requirement to comply with legislation:

(i) with which the Insured is required to comply as a result of the Damage and to allow the Insured to recommence normal use of the Machine; and

(ii) which was not a requirement with which the Insured would have been required to comply regardless whether or not the Damage had occurred;

or

(b) repair requires a part that is no longer available;

the Insurer shall pay for the repair, but the amount payable for such repair under this Additional Benefit in addition to the indemnity as limited under clause B. of the relevant Section shall not exceed the lesser of:

(i) 10% of the Sum Insured;

(ii) $50,000 or, if an amount is stated in the Schedule for 'Extra Costs of Reinstatement', that amount.

10.Motor Vehicles

The following additional benefits apply to a Road 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 insured under Section 1 – Damage only.

New Motor Vehicle Replacement

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

(i) the Motor Vehicle is a total loss; and

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

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

(iv) the declared Sum Insured equates to no less than 90% of the Market Value; and

(v) if the Motor Vehicle is financed, the financier gives the Insurer written consent.

(b) If a new replacement Motor Vehicle is not available, the Insurer will replace the 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 Motor Vehicle, the Insurer will pay an amount that it would cost the Insured to purchase a new Motor Vehicle that is same as, or a new equivalent of, the Motor Vehicle which needs replacing.

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

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

(f) If the Motor Vehicle does not meet all of the criteria above, then total loss claims will be settled on the declared Sum Insured or the current Market Value at the time of the Damage, whichever is the lesser.

(g) For the purpose of this additional benefit, a Motor Vehicle will be declared a total loss if:

(i) the cost to repair the Motor Vehicle plus the value of any salvage (if applicable) exceeds the Market Value; or

(ii) the Motor Vehicle is stolen and not recovered within a reasonable period of time as determined by the Insurer;

(iii) the Insurer will settle the claim on the basis of Market Value or the Sum Insured whichever is the lesser or agreed value depending on the cover stated on the Schedule.

Hire Car Costs Following Theft

(a) If the Motor Vehicle is stolen and the Insurer agrees to indemnify the Insured for the theft. The Insurer will allow an amount up to $5,000 for the reasonable costs of hiring a similar Motor Vehicle provided that:

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

(ii) this payment of this benefit is limited to 30 days; and

(iii) Indemnity ceases once the Insurer settles the claim under this Policy, or the Motor Vehicle is repaired if undrivable.

(b) 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.

11.Attachments

The definition of Machine is extended to include any attachment:

(a) acquired by the Insured with or for the Machine that is permanently attached to or used solely with that Machine (without any increase to the Sum Insured unless the increase is noted on the Schedule); or

(b) if not described in paragraph (a) and not listed on the Schedule, 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 $10,000.

For the purposes of this Additional benefit, an 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.

The Excess shall be $1,000 for each event of Damage to an attachment.

[Note: For example, an attachment worth over $10,000 that is not permanently attached or solely for use with a particular Machine, must be listed on the Schedule.]

12.Owner's protection – excluding Dry Hire

(a) The following provisions shall not apply if they would have applied owing to conduct of an Employee:

(i) in the General Section, 'D. General Exclusions for Sections 1 to 5', exclusions 1.(a) (ii) to (vii);

(ii) in the General Section, General Condition F.2.(a); and

(iii) in Section 7, exclusion D.17.

(b) This Additional Benefit shall not apply if:

(i) the Employee was:

(A) an owner of the Machine;

(B) an officer or manager of an Insured or Related Entity;

(C) a director or partner of an Insured or Related Entity; or

(D) acting with the knowledge of, or was influenced by, an owner of the Machine, an Insured or Related Entity (including by any director, officer or manager) or a partner of an Insured or Related Entity.

or

(ii) the Machine was hired out by the Insured or Related Entity on Dry Hire terms.

13.Windscreen Replacement (not light vehicles)

This Additional Benefit does not apply to light vehicles, meaning 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 contribute any Excess towards a Broken windscreen or window glass claim, provided there is no other Damage to the insured Machine. The maximum aggregate amount that the Insurer will pay under this additional benefit in relation to Excess free windscreen claims is $5,000 in any one Period of Insurance.

Broken means 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 registration by the appropriate authorities.

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.

15.Repatriation of Employee

If an insured Machine suffers Damage and the Insurer agrees to indemnify the Insured for this Damage. The Insurer will allow for the reasonable costs of overnight accommodation and returning an Insured Employee to the point of departure or at the Insured's option to the employees' destination, provided:

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

(b) the Machine was being used in connection with the Insured's Business; and

(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,

the Insurer will allow an amount of up to a maximum of $5,000 for this additional benefit.

16.Locks and Keys

(a) If the keys to an insured 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 allow an amount of up to $2,500 per Machine and a maximum amount of up to $10,000 during any one Period of Insurance.

This additional benefit is not subject to there being Damage to the insured Machine covered by this Policy, however the Excess for the Machine will apply.

17.Fire Brigade and / or Emergency Service Charges

The Insurer shall indemnify the Insured against Damage to an insured Machine and the Insured is legally liable for fire extinguishment costs charged by the Fire Brigade or emergency services costs, the Insurer will allow an amount up to $20,000 during any one Period of Insurance.

18. Funeral and Counselling Expenses

(a) In the event of Damage covered under this Policy to an insured Machine, and where the Insured's employee sustains a fatal injury, whether or not death occurs at the time of the Damage, the Insurer agrees to pay for:

(i) associated burial or cremation costs and include travel costs within Australia for any member of the immediate family of the deceased employee; and

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

(b) This additional benefit will not be reduced by any accident compensation; and

(c) The Insurer will pay an amount up to $10,000 in total for any one Period of Insurance for this additional benefit.

Additional Benefit applying to Section 1 automatically and to Section 2 only if shown in the Schedule

19. Additions/deletions of machines

(a) The Insurer shall indemnify the Insured in accordance with the terms of the relevant Section if Damage to an Additional Machine occurs within 60 days after its acquisition by the Insured.

(b) Additional Machine means, for the purpose of this Additional Benefit only, a machine:

(i) not identified in the Schedule;

(ii) acquired by the Insured by purchase, lease, hire-purchase or similar agreement after the commencement of the Period of Insurance;

(iii) having a Market Value at the time of its acquisition by the Insured no greater than the amount shown in the Schedule for 'Additional Machines'; and

(iv) of a type similar to the Machines identified in the Schedule.

(c) The Sum Insured for an Additional Machine under this Additional Benefit shall be the amount shown in the Schedule for 'Additional Machines'.

(d) There shall be no indemnity under this Additional Benefit against Damage to an Additional Machine occurring more than 60 days after its acquisition by the Insured unless the Insured has:

(i) provided to the Insurer a written declaration disclosing the acquisition of the Additional Machine and all matters relevant to its insurance under the Policy; and

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

(e) If the Insured requests the Insurer in writing to delete a Machine from the Schedule as from a specified date, the Insurer shall refund to the Insured the Premium for the deleted Machine for any unexpired (from the date of the request) part of the Period of Insurance and General Condition F.18.(b) shall not apply.

Additional Benefits applying to Section 1 or 2 (unless otherwise specified as also applying to other Sections) only if shown in the Schedule

20. Agreed value

(a) If the Schedule describes the Sum Insured for a Machine under the relevant Section as 'Agreed Value', the indemnity under the relevant Section shall not be limited by the Market Value of the Machine, but shall be the lesser of:

(i) in the case of physical damage, the reasonable cost of:

(A) repairing the Machine; and

(B) re-commissioning, re-erecting and re-installing the Machine,

to restore it to a condition equal to its condition immediately prior to the Damage;

(ii) the Sum Insured.

(b) There shall be no indemnity under this Additional Benefit unless, before the commencement of the Period of Insurance:

(i) the Insured provided to the Insurer; and

(ii) the Insurer agreed with,

an accredited or certified valuer's written assessment of the Market Value of the Machine.

21. Owner's protection plus – including Dry Hire and Wet Hire

(a) This Additional Benefit applies to Machines operated by the Insured or hired out by the Insured on Dry Hire or Wet Hire terms.

(b) The following provisions shall not apply if they would have applied owing to conduct of an Employee, the hirer, or any person engaged in the operation of the Machine:

(i) in the General Section, 'D. General Exclusions for Sections 1 to 5', exclusions 1.(a) (ii) to (vii);

(ii) in the General Section, General Condition F.2.(a); and

(iii) in Section 7, exclusion D.17.

(c) This Additional Benefit shall not apply if:

(i) the Employee, the hirer, or the person engaged in the operation of the Machine was:

(A) an owner of the Machine;

(B) an Insured or Related Entity;

(C) an officer or manager of an Insured or Related Entity;

(D) a director or partner of an Insured or Related Entity; or

(E) acting with the knowledge of, or was influenced by, an owner of the Machine, an Insured or Related Entity (including by any director, officer or manager) or a partner of an Insured or Related Entity.

(d) Nothing in this Additional Benefit shall affect the Insurer's rights of subrogation, including against the hirer.

[Note: Additional Benefits 12. and 21. are available only as alternatives to each other and the applicable one shall be shown as applying in the Schedule. Further, refer to the Section F. General Condition for Crane walking at or near wind farms.]

22. Hired-out plant – damage waivers

(a) Where:

(i) the Insured has hired out a Machine to a hirer on Dry Hire terms; and

(ii) the hire agreement between the Insured and the hirer provides that:

(A) the Insured shall arrange for the hirer to be insured against Damage to the Machine; or

(B) the Insured shall release the hirer from liability for Damage to the Machine,

the Insurer shall indemnify the Insured or the hirer according to the terms of the relevant Section against Damage to the Machine occurring while it is on hire to the hirer.

(b) The indemnity under this Additional Benefit shall not exceed the insurance or release that the hire agreement requires the Insured to provide to the hirer.

(c) There shall be no indemnity under this Additional Benefit if, at the time of the Damage, any person engaged in the operation of the Machine:

(i) was an Insured or Related Entity; or

(ii) was a director or partner of an Insured or Related Entity.

Section 4 – Financial protection

A. The Cover

1. The Insurer shall indemnify the Insured against Consequential Loss that occurs during the Indemnity Period if Damage to or Breakdown Damage in a Machine occurs:

   (a) within the Territorial Limits; and

   (b) during the Period of Insurance,

   and causes Interruption.

2. There shall be no indemnity under this Section unless:

   (a) the Machine is insured against:

   (i) Damage under Section 1; or

   (ii) Breakdown Damage under Section 5; and

   (b) the Insurer has agreed to indemnify the Insured against the Damage or Breakdown Damage that caused the Interruption.

3. If A.2.(a) (ii) of this Section applies, General Exclusion D.1.(g)(iii) shall not apply to this Section.

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

5. The Insurer shall have the right but not the obligation to arrange the hire by the Insured of a Substitute Machine during the Indemnity Period.

6. There shall be no indemnity against any Consequential Loss that the Insured could have avoided by taking all reasonable steps to reduce Consequential Loss, including using or hiring a Substitute Machine during the Indemnity Period.

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

B. The Indemnity

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

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

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

Cover Option 2 – Loss of Revenue

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

(A – B) – D

Cover Option 3 – Increased Cost of Working

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

C – D

Cover Option 4 – Lease Payments Protection

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

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

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

Cover Option 5 – Lease Value Protection

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

(a) the Machine is destroyed or permanently lost or, the Machine is uneconomic to repair; and

(b) 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 A.2. of this Section, but not exceeding 20% of the amount of that indemnity.

3.

In Cover Options 1, 2 and 3	
A =	the average weekly revenue directly to the Insured directly from use of the Machine in the course of the Business for the whole period of the Insured's possession or ownership of the 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 the Machine or a Substitute Machine in the course of the Business during the Indemnity Period.
C =	the increase in the cost of normal use of the 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 of hire of a Substitute Machine during the Indemnity Period.
D =	all savings during the Indemnity Period in the cost of use of the Machine resulting from the Damage or Breakdown Damage.

4. Under Cover Option 4, the Insurer shall not indemnify the Insured against any balloon payment or residual value payment for the Machine.

5. Under Cover Options 4 and 5, the Insurer shall not indemnify the Insured against:

   (a) any payment that first became due for payment before the occurrence of the Damage or Breakdown Damage; and

   (b) any interest on such payment.

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

7. The indemnity for Consequential Loss arising from each event of Damage or Breakdown Damage shall 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.

C. Definitions for Section 4

Word or term	Meaning
Consequential Loss	means the financial loss of the Insured described in whichever Cover Option is shown in the Schedule to apply to this Section.
Indemnity Period	means the period of continuous Interruption: 1. commencing at the end of the Initial Period; and 2. ending at the earlier of: (a) repair or replacement of the Machine; (b) 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.
Interruption	means prevention of or interference with the normal use or operation of a Machine to perform the functions for which it was designed in the course of the Business caused by and commencing upon its Damage or Breakdown Damage.
Lease Payment	means a periodic payment, to the holder of an Australian Financial Services Licence, for the Machine under a lease, hire-purchase or similar agreement relating to the 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 the Machine under the terms of the lease, hire-purchase or similar agreement relating to the Machine immediately preceding the Damage or Breakdown Damage.
Substitute Machine	means one or more machines used, or hired and used, by the Insured as a substitute for or alternative to the Machine by reason of the Interruption.

Section 5 – Breakdown

A. The Cover

1. The Insurer shall indemnify the Insured against Breakdown Damage that occurs in a Machine:

   (a) within the Territorial Limits; and

   (b) during the Period of Insurance.

2. General Exclusion D.1.(g) shall not apply to this Section.

B. The Indemnity

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

2. The indemnity against Breakdown Damage occurring in a Machine under this Section shall not exceed the least of:

   (a) the reasonable cost of:

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

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

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

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

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

   (d) the Sum Insured.

3. The Excess shall apply to each Machine for each event of Breakdown Damage.

Section 6 – Road risk

A. The Cover

The Insurer shall indemnify the Insured against Legal Liability for Personal Injury or Property Damage:

1. first occurring during the Period of Insurance; and
2. caused by an Occurrence within the Territorial Limits arising from using, operating or towing a Road Vehicle primarily as a vehicle.

B. Limits of Indemnity

1. The indemnity for Legal Liability arising from the one Occurrence shall not exceed the Sum Insured and shall be further limited for Legal Liability arising from or in connection with Dangerous Goods, the balance of the sum of $1,000,000 after deducting the aggregate of all amounts already paid under this Section during the Period of Insurance by the Insurer for Legal Liability of such kind.
2. If the Insured is more than one person or Company, the Sum Insured (including as limited in B.1. above) shall apply to the aggregate of all Legal Liability of all such persons and Companies arising directly or indirectly from the one Occurrence.
3. The Excess shall apply per Occurrence to all indemnity under this Section, inclusive of any indemnity under an Additional Benefit.

C. Additional Benefits

1. Defence Costs

(a) The Insurer shall:

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

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

(b) The total amount payable by the Insurer for Defence Costs under C.1.(a) above shall not be limited by the Sum Insured for this Section, but if the Legal Liability exceeds the indemnity as limited under B. above, the indemnity for the Defence Costs shall be reduced to that proportion of the Defence Costs as the indemnity as limited under B. above bears to the Legal Liability.

[Note: General Condition F.7.(a) gives the Insurer the right to investigate, instruct lawyers to represent the Insured and conduct the Insured's defence, and negotiate and direct the settlement of a claim.]

2. Extended Road Risk cover for drivers and passengers

'Insured' shall include, in this Section only:

(a) a person:

(i) using, operating or towing a Road Vehicle with the Insured's permission;

(ii) holding a valid Australian driver's licence; and

(iii) neither ineligible for nor previously refused motor vehicle insurance of any description;

or

(b) a passenger in, on, boarding or alighting from the Road Vehicle with the Insured's permission.

3. Extended Road Risk cover for substitute vehicles

'Road Vehicle' shall include a Motor Vehicle registered for use as a Motor Vehicle as required by law that is not owned by an Insured but is in an Insured's possession in substitution for a Road Vehicle while the Road Vehicle is undergoing repairs or servicing.

4. Extended Road Risk cover for vehicle additions and deletions

(a) The Insurer shall indemnify the Insured against Legal Liability for Personal Injury or Property Damage first occurring during the Period of Insurance and caused by an Occurrence caused by or arising from using, operating or towing a Road Vehicle primarily as a Motor Vehicle in connection with the Business that:

(i) is not identified in the Schedule; and

(ii) was first acquired by the Insured by purchase, lease or hire-purchase or similar agreement:

(A) after the commencement of the Period of Insurance; and

(B) no more than 60 days before the Occurrence.

(b) There shall be no indemnity under this Additional Benefit in connection with an Occurrence more than 60 days after acquisition of the Motor Vehicle by the Insured unless the Insured has:

(i) provided to the Insurer a written declaration disclosing the acquisition of the Motor Vehicle and all matters relevant to its insurance under this Section; and

(ii) paid the Premium charged by the Insurer for insuring the Motor Vehicle.

(c) If the Insured requests the Insurer in writing to delete a Road Vehicle from the Schedule as from a specified date, the Insurer shall refund to the Insured the Premium for the deleted Road Vehicle for any unexpired (from the date of the request) part of the Period of Insurance and General Condition F.18.(b) shall not apply.

5. Extended Road Risk cover for conditionally or temporarily registered vehicles

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

6. Cover for principals

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

7. Cover as principal

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

(a) for or on behalf of the Insured;

(b) with the authority of the Insured;

(c) in connection with the Business; and

(d) during the Period of Insurance.

8. Hired out Road Vehicles – damage waivers

Where:

(a) the Insured has hired out a Road Vehicle to a hirer on Dry-Hire terms; and

(b) the hire agreement between the Insured and the hirer provides:

(i) that the Insured shall arrange insurance for the hirer against legal liability of the kind provided by this Section; or

(ii) that the Insured shall release the hirer from liability for legal liability incurred by the Insured arising from the hirer using, operating or towing the Road Vehicle,

the Insurer shall indemnify the hirer according to the terms of this Section as if the hirer were an Insured.

D. Exclusions

In addition to the Exclusions in the General Section:

1. The Insurer shall 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 Vehicle:

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

(ii) while in an unsafe or unroadworthy condition;

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

(iv) to carry or tow a load heavier or larger (including by height, width or length) than allowed by law or by its specifications;

However this exclusion shall not apply if the Insured proves and the Insurer accepts that:

(A) the Insured (being the owner of the Road Vehicle) has provided clear instructions and taken reasonable precautions that are adequate to prevent such operation; and

(B) the Insured (being the owner of the Road Vehicle) 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.

(v) 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;

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

(vii) by a person:

(A) not properly qualified or suitably experienced to use, operate or tow the Road Vehicle;

(B) not licensed, or holding an improperly obtained licence, or not complying with licence conditions to use, operate or tow the Road Vehicle; or

(C) suffering from a physical or mental impairment of ability to use, operate or tow the Road Vehicle;

(D) under the influence of or affected by drugs or alcohol; or

(E) with a level of drugs or alcohol in the breath, blood or urine in excess of that permitted by law to drive the Road Vehicle; and

in each case in (A) to (E) above unless the Insured proves that it:

> did not consent to the Road Vehicle being operated or driven by that person while affected by any of the matters in (A) to (E) above; and

> was unaware and could not reasonably have become aware of the matters in (A) to (E) above;

(b) using or operating:

(i) a Road Vehicle; or

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

as a Tool of Trade;

[Note: Without limiting the operation of the exclusion, examples of the above include using, operating or moving a Road Vehicle at a work site.]

2. The Insurer shall not indemnify the Insured against Legal Liability for Personal Injury where, at the time and place of the Occurrence, the Road 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.

Section 7 – Broadform liability

A. The Cover

The Insurer shall indemnify the Insured against Legal Liability for Personal Injury, Property Damage or Advertising Injury:

1. first occurring during the Period of Insurance; and
2. caused by an Occurrence in connection with the Business.

B. Limits of Indemnity

1. The indemnity for Legal Liability arising from the one Occurrence shall not exceed the Sum Insured and shall be further limited as follows:

   (a) for Legal Liability arising from Products, the balance of the Sum Insured after deducting the aggregate of all amounts already paid by the Insurer under this Section during the Period of Insurance for Legal Liability in connection with Products;

   (b) for Legal Liability for such part of Property Damage being physical damage or destruction of (but not resultant loss of use of) tangible property (other than premises leased, rented or hired to the Insured) in the physical possession or legal control of an Insured, a director or partner of an Insured, or an Employee, including property lifted by or suspended from a machine designed to lift that property (refer to the exception to exclusion E.1.(e)(iv) in the General Section, for certain 'hook liability'), 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") after deducting the aggregate of all amounts already paid by the Insurer under this Section during the Period of Insurance for Legal Liability for Property Damage of such kind;

   (c) for Legal Liability for Property Damage caused by, arising from or in connection with:

      (i) vibration;

      (ii) removal or weakening of or interference with support for land or buildings,

      the balance of the sum of $1,000,000 after deducting the aggregate of all amounts already paid by the Insurer under this Section during the Period of Insurance for Legal Liability for Property Damage of such kind.

2. If the Insured is more than one person or Company, the Sum Insured (including as limited in B.1.(a) to B.1.(c) above) shall apply to the aggregate of all Legal Liability of all such persons and Companies arising directly or indirectly from the one Occurrence.

3. The Excess shall apply per Occurrence to all indemnity under this Section.

C. Additional Benefits

1. Defence Costs

(a) The Insurer shall:

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

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

(b) The total amount payable by the Insurer for Defence Costs under C.1.(a) above shall not be limited by the Sum Insured for this Section, but if the Legal Liability exceeds the indemnity as limited under B. above, the indemnity for the Defence Costs shall be reduced to that proportion of the Defence Costs as the indemnity as limited under B. above bears to the Legal Liability.

[Note: General Condition F.7.(a) gives the Insurer the right to investigate, instruct lawyers to represent the Insured and conduct the Insured's defence, and negotiate and direct settlement of a claim.]

2. Additional payments

The Insurer shall indemnify the Insured against cost incurred by the Insured:

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

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

but the indemnity for such cost shall not exceed the balance of the Sum Insured after deducting the aggregate of all amounts already paid by the Insurer under this Section during the Period of Insurance for Legal Liability and Additional Payments.

3. Cover for others

The Insurer shall indemnify, as if they were an Insured under this Section:

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

(b) an Employee, executive officer, director, partner or shareholder of the Insured or a subsidiary company in C.3.(a) above, but in each case only when that Legal Liability arises from their acting within the scope of their duties for the Insured;

(c) a senior executive Employee, director or partner of the Insured or a subsidiary company in C.3.(a) above, but in each case only when that Legal Liability arises from work carried out for them by Employees;

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

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

   (ii) first aid, fire or ambulance service;

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

(e) the principal in any contract with an Insured, but only against 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 the contract with the principal in the course of the Business.

4. Limited Contractual Liability

Where under Section 7, the Schedule shows Limited Contractual Liability, General Exclusion for Sections 6 and 7 E.1.(c)(ii) is deleted for those contractual agreements noted under the heading Limited Contractual Liability.

D. Exclusions

In addition to the Exclusions in the General Section, the Insurer shall not indemnify the Insured against Legal Liability caused directly or indirectly by, arising from or in connection with:

1. 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 registered for use as a vehicle but was unregistered; or

(c) was registered for use as a vehicle,

but this Exclusion shall 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;

(e) Property Damage occurring during:

(i) use or operation of the Motor Vehicle as a Tool of Trade;

(ii) use or operation of any machine, tool or apparatus attached to or forming part of the Motor Vehicle as a Tool of Trade;

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

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

2. 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 shall not apply when the service or advice was provided by an Insured for no charge or fee.

3. 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 shall not apply when such things were provided by an Insured for no charge or fee.

4. Faulty workmanship

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

5. Products defect

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

(b) an Insured's breach of General Condition F.19. or an Insured's failure, after becoming aware of a Product Defect, to locate and recall the Product;

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

6. 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. Aircraft products

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

8. 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 Related Entity; or

(b) failure of Products to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by an Insured or Related Entity, but this Exclusion shall 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 or Related Entity.

9. 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.

10. Discrimination, harassment and unfair dismissal

discrimination, harassment or unfair dismissal.

11. Advertising

(a) Advertising Injury arising out of:

(i) breach of contract, other than misappropriation of advertising ideas under an implied contract;

(ii) the wrong description of the price of an Insured's product; or

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

or

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

12.Defamation

the publication or utterance of any defamatory or disparaging material:

(a) prior to the commencement of the Period of Insurance;

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

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

13.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 B.1.(c) of this Section.

14.Tobacco

the inhalation or ingestion of, or exposure to:

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

(b) tobacco smoke;

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

15.North America

Personal Injury and Property Damage:

(a) occurring in North America;

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

(c) subject to the law of North America,

but this Exclusion shall not apply if the Legal Liability arises from or in connection with the presence outside the Territorial Limits of any person referred to in Additional Benefit C.3.(b) of this Section who is:

(d) normally resident within the Territorial Limits; and

(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 shall not exceed the limit of indemnity under B. of this Section.

16.Products Recall

loss, costs 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 the Products are withdrawn from the market or from use because of a known or suspected defect, deficiency, inadequacy or dangerous condition of the Products.

17.Multiple Crane Operation

any Multiple Crane Operation (as defined in Section 3), 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.

ISP Policy Wording

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