

360 Mobile Plant and Machinery Insurance Product Disclosure Statement and Policy Wording

Date of preparation: 15 January 2025

Effective date: 1 April 2025

360PEMPMPDSV325



360 Plant and Equipment Pty Ltd **ABN 85 087 238 837** is an Authorised Representative (**AR 424918**) of
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360 Mobile Plant and Machinery Insurance Product Disclosure Statement and Policy Wording

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Important Information



Introduction

This booklet contains information about the 360 Mobile Plant and Machinery Insurance Policy. It is in two parts:

- + Product Disclosure Statement for this insurance product;
- + The Insurance Terms and Conditions.

Part One of this booklet, the Product Disclosure Statement (PDS), is designed to assist **you** to understand the cover offered by this insurance product and make informed choices about **your** insurance needs. It sets out the principal features and benefits and risks associated with this insurance product. It is up to **you** to choose the cover **you** need. **We** and **our** representatives do not advise **you** on whether this **policy** is specifically appropriate for **your** objectives, financial situation or needs. **You** should carefully read this document before deciding.

Part Two, the Insurance Terms and Conditions, sets out the terms, conditions and exclusions of this insurance product.

If **we** accept **your** application for the insurance, **you** should read this document carefully, together with the **policy schedule** and any applicable **endorsements**, to ensure that **you** understand the extent of cover provided and ensure that it meets **your** requirements.

Together these documents form **your policy**.

If **you** require further information about this product, please contact **your** broker.

Part One: Product Disclosure Statement

This **policy** provides a number of covers which may or may not be provided to **you** as a retail client under the *Corporations Act 2001* (Cth) (Corporations Act) depending on **your** circumstances. Only the parts of this **policy** relevant to the cover provided to **you** as a retail client and any other documents which **we** tell **you** before **you** enter into this **policy** or where required or permitted by law are included, make up the PDS for the purposes of the Corporations Act.

AIG's contact details are:
Level 19, 2 Park Street,
Sydney NSW 2000
Telephone. 1300 030 886

About 360 Plant and Equipment

360 Plant and Equipment Pty Ltd **ABN 85 087 238 837** (360 Plant and Equipment) is an Authorised Representative (**AR 424918**) of 360 Underwriting Solutions Pty Ltd **ABN 18 120 261 270**, **AFSL 319181**.

In issuing this **policy**, 360 Plant and Equipment will be acting under a binding authority given to it by the **insurer**. This means that when issuing this **policy**, 360 Plant and Equipment will be acting as an agent for the **insurer**, not for **you**.

360 Plant and Equipment's contact details are:
Suite 1, Level 18, 201 Kent Street,
Sydney NSW 2000
Telephone. 1800 411 580

You should contact 360 Plant and Equipment in the first instance in relation to this insurance.

About the Insurer

This insurance is underwritten by AIG Australia Limited (AIG) **ABN 93 004 727 753**, **AFSL 381686**, an authorised Australian insurer, regulated by the Australian Prudential Regulation Authority (APRA).

AIG provides this product pursuant to an Australian Financial Services Licence granted to them by the Australian Securities and Investments Commission.

AIG is the marketing name for the worldwide property-casualty, life and retirement, and general insurance operations of American International Group, Inc. (AIG Inc.) AIG Inc. is a leading international insurance organisation serving customers in more than 100 countries and jurisdictions. AIG Inc. companies serve commercial, institutional, and individual customers through one of the most extensive worldwide property-casualty networks of any insurer. In addition, AIG Inc. companies are leading providers of life insurance and retirement services in the United States. AIG Inc. common stock is listed on the New York Stock Exchange and the Tokyo Stock Exchange.

Benefits and Features

Scope of cover

Three different Sections of cover are available under this **policy**.

Only those Sections that **we** have agreed to include in **your** insurance with **us** will be operative. These will be identified in the **policy schedule** as "Insured". The inoperative Sections will be shown in the **policy schedule** as "Not Insured".

Not everything is covered by this **policy**. The following is a limited summary only and as such does not form part of the terms of **your** insurance. All cover is subject to the applicable **sum insured**, **limit any one loss**, **limit of liability** or sub-limit and terms, conditions, exclusions and limitations that are not listed in the summary.

Section One: Material damage

Section One provides cover for plant or machinery identified as **insured items** in the **policy schedule** if they suffer accidental, sudden and unforeseen physical loss, theft, destruction or damage during the **policy period** anywhere in the **territorial limit**.

We will pay **you** up to the **sum insured** or **market value**, whichever is the lesser for:

- + the cost of repairs if the **insured damage** can be repaired; or
- + the **insured item** if it cannot be repaired.

We will not pay more than a maximum total amount up to the **limit any one loss** for all loss or **insured damage** that arises from any one event, source or original cause.

Section One provides cover for **insured damage** caused by **flood**, unless **we** tell **you** otherwise in writing.

Section Two: Registered insured item liability (including compulsory third-party gap cover)

Section Two provides cover for **your** legal liability to third parties in respect of **personal injury** or **property damage** that first occurs during the **policy period** caused by an **occurrence** in the **territorial limit** from **you** using, operating or towing a **registered insured item** primarily as a **motor vehicle**. A **registered insured item** is any plant or equipment (and associated **attachments**) that is registered for public road use and is shown in the Insured Items Schedule of the **policy schedule**.

This Section does not cover liability for **personal injury** which is insured under any compulsory statutory insurance or scheme or accident compensation insurance or scheme, or would have been so insured but for the failure to:

- + insure or register the **motor vehicle**;
- + lodge a claim; or
- + comply with any term or condition, under any such scheme.

Section Three: Broadform liability

Section Three provides cover for **your** legal liability to third parties in respect of **personal injury** or **property damage** first occurring during the **policy period** and caused by an **occurrence** in the **territorial limit** in connection with **your business**.

Additional Benefits

Each Section that is operative includes Additional Benefits.

These Additional Benefits usually have a lower **sum insured** for Section One, or **limit of liability** for Sections Two and Three, or sub-limit. As these are included automatically when a cover Section is operative, they are not shown in the **policy schedule**.

Please see the sections titled:

- + *Section One – Additional Benefits*;
- + *Section Two – Additional Benefits*; and
- + *Section Three – Additional Benefits*.

Optional Extensions

Each Section has Optional Extensions which **you** can apply for (additional premium may apply). If **we** accept **your** application and agree to provide an Optional Extension it will be shown as “Covered” in the **policy schedule**.

Please see the sections titled:

- + *Section One – Optional Extensions*;
- + *Section Two – Optional Extensions*; and
- + *Section Three – Optional Extensions*.

How Much We Insure You For

Section One: A **sum insured** or **market value** will be shown in the **policy schedule** for each **insured item**. A different **sum insured** or sub-limit may apply under an Additional Benefit, Optional Extension or **endorsement**.

The amount **we** pay will be limited to the applicable **sum insured** or **market value** or other sub-limit and will be calculated according to the Basis of Settlement and other terms in Section One.

Section Two: The maximum amount **we** will pay under Section Two in respect of all claims arising out of any one **occurrence** will be the **limit of liability** specified for this Section in the **policy schedule**, or any other sub limit specified or **limit of liability** applicable under an Additional Benefit, Optional Extension or **endorsement**.

Section Three: The maximum amount **we** will pay under Section Three:

- + in respect of all claims arising out of any one **occurrence**; or
- + in respect of all claims arising out of any one or more occurrences in respect of **products liability**,

during the **policy period** will be the applicable **limit of liability** specified for this Section in the **policy schedule**.

This Policy Does Not Cover Certain Things

There are certain restrictions or exclusions that limit the cover provided.

Please see the sections titled:

- + *Exclusions Applicable to All Sections*;
- + *Exclusions Applicable to Section One*;
- + *Exclusions Applicable to Section Two*; and
- + *Exclusions Applicable to Section Three*.

Assumed Liability and Waived Rights

Other than **covered contracts**, if **you** have entered into an agreement with another party:

- + where **you** are assuming a greater liability than would apply had **you** not entered into that agreement; or
- + which prevents **you** from taking a recovery action for indemnity or contribution from that party,

it may adversely affect **your** rights to cover under this **policy**.

Conditions

This **policy** details certain conditions that **you** must comply with. If **you** do not comply with these conditions, **we** may be entitled to refuse or reduce **our** liability under this **policy** in respect of a claim and/or cancel this **policy**, to the extent **we** are prejudiced by **your** non-compliance as permitted by law. These conditions are found in the section titled *Conditions Applicable to All Sections*.

Cooling Off Period

A 21-day cooling off period applies to this insurance. So, if **you** decide **you** don't want this **policy**, **you** can cancel it up to 21 days from:

- + the date **we** issue a new **policy** to **you**; or
- + the start date of a renewed **policy**.

We'll refund **your** premium in full, as long as **you**:

- + haven't made a claim; or
- + don't need to make a claim.

We may deduct government taxes or duties from **your** refund.

The Cost of This Policy

The premium payable by the **insured** for the insurance under this **policy** will be provided to the **insured** before they agree to enter into a **policy** with **us** and will also be shown on the **policy schedule**.

The key factors that may influence the premium calculation are reflected in the questions asked, and the information provided by the **insured** at the time of their enquiry or application for the insurance.

These include factors such as:

- + the Sections of cover and any Optional Extensions requested;
- + the type, **sum insured** or **market value** of each **insured item**;
- + the age and driving experience of **your** operators;
- + where and how each **insured item** is used;
- + the type of loss covered;
- + the place where **your insured item** is stored when not in use; and
- + **your** previous insurance and claims history.

Premiums are subject to Commonwealth and state taxes and/or charges. These can include the Goods and Services Tax, emergency services levies and stamp duty. The amount of these taxes and/or charges will be shown on **your policy schedule**.

The premiums for some Sections or Optional Extensions or **endorsements** of this **policy** are adjustable. The **insured** will be required to pay a deposit premium based on estimated values provided at the commencement of this **policy**. At the end of the **policy period** the **insured** will be required to complete a declaration of the final actual values to enable **us** to adjust the final premiums to apply. The difference must be paid by the **insured** or will be refunded by **us**.

Paying Your Premium

The **insured** must pay the premium by the due date. If **we** do not receive the premium by this date or the payment is dishonoured, **we** may be entitled to cancel this **policy** in accordance with the section titled *Canceling this Policy*.

Excesses

If **you** make a claim under this **policy**, **you** may be required to pay one or more **excesses**. The descriptions of these **excesses** and the circumstances in which they are applied are shown in the section titled *Conditions Applicable to All Sections*, in the cover section and on **your policy schedule**.

The amount of all **excesses** applicable to this **policy** will be provided to the **insured** before they agree to enter into a **policy** with **us**.

Target Market Determination

The **insurer** is required to have Target Market Determinations (TMDs) for retail client insurance products in accordance with the Corporations Act.

A TMD is a document which seeks to offer customers, distributors and staff an understanding of the class of customers for which the product has been designed and sets out who is in the target market and who the product is designed for, any distribution conditions and restrictions for the product; review periods and events that may trigger a review of the TMD and reporting obligations for distributors.

The TMD is not intended and should not be treated as a full summary of the product's terms and conditions and is not intended to provide financial advice. **You** must refer to this PDS and terms and conditions of the product when making a decision to acquire it.

TMDs for the **insurer's** retail products are available at www.aig.com.au

Complaints

If **you** are dissatisfied in any way with the services provided by **us** and/or 360 Plant and Equipment, please contact 360 Plant and Equipment and they will attempt to resolve the matter in accordance with their internal dispute resolution procedures. 360 Plant and Equipment will acknowledge **your** complaint within one business day or as soon as reasonably practical and keep **you** informed about the progress of **your** complaint at least every 10 business days, unless it is resolved earlier or **you** agree to a different time frame.

To speak to 360 Plant and Equipment's complaints team please contact them via any of the following:

Internal Dispute Resolutions Team

Telephone. 1800 411 580
Email. idr@360uw.com.au
Post. Attention IDR Officer
Suite 1, Level 18, 201 Kent Street,
Sydney NSW 2000

360 Plant and Equipment will aim to provide **you** with an outcome within 30 calendar days however if **you** are not satisfied with their decision or a decision is not reached within 30 calendar days, **you** can refer **your** complaint to AFCA subject to its terms of reference. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms.

AFCA's contact details are:

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

The use of AFCA does not preclude **you** from subsequently exercising any legal rights which **you** may have if **you** are still unhappy with the outcome. Before doing so, **we** strongly recommend that **you** obtain independent legal advice.

For more information on how 360 Plant and Equipment handles **your** complaint, please see the 360 Complaints and Dispute Resolution Policy which is located at www.360uw.com.au

Duty of Disclosure

Before **you** enter into an insurance contract, **you** have a duty to tell **us** of anything that **you** know, or could reasonably be expected to know, that may affect **our** decision to insure **you** and on what terms. **You** have this duty until **we** agree to insure **you**.

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

You do not need to tell **us** anything that:

- + reduces the risk **we** insure **you** for;
- + is of common knowledge;
- + **we** know or should know as an insurer; or
- + **we** waive the insured's duty to tell **us** about.

If you do not tell us something

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

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

360 Privacy Statement

360 Plant and Equipment is committed to the safe and careful use of **your** personal information in the manner required by the *Privacy Act 1988* (Cth), the Australian Privacy Principles and the terms of this Policy.

360 Plant and Equipment will collect personal information when **you** deal with them (including their related companies, agents and suppliers) or AIG. 360 Plant and Equipment will use **your** personal information so they can do business with **you**, which includes issuing and administering products and services and processing claims.

Sometimes 360 Plant and Equipment and its related companies might send **your** personal information overseas. The locations they send it to can vary but include New Zealand, Singapore, Philippines, India, UK, countries within the European Union and USA.

A copy of the 360 Privacy Policy is located at www.360uw.com.au

AIG Privacy Statement

Privacy notice

This notice sets out how **we** use, collect and disclose personal information about **you**, if an individual, and other individuals **you** provide information about. Further information about **our** Privacy Policy is available at www.aig.com.au or by contacting **us** at australia.privacy.manager@aig.com or on 1300 030 886.

How we collect your personal information

We usually collect **your** personal information from **you** or **your** agents. **We** may also collect it from **our** agents and service providers, other insurers, people who are involved in a claim or assist **us** in investigating or processing claims, including third parties claiming under **your** policy, witnesses and medical practitioners, third parties who may be arranging insurance cover for a group that **you** are a part of, providers of marketing lists and industry databases, and publicly available sources.

Why we collect your personal information

We collect **your** personal information necessary to underwrite and administer **your** policy, improve customer service and products and carry out research and analysis, including **data** analytics, and advise **you** of **our** and other products and services that may interest **you**.

You have a legal obligation under the *Insurance Contracts Act 1984* (Cth) to disclose certain information. Failure to disclose information required may result in **us** declining cover, cancelling **your** insurance cover or reducing the level of cover, or declining claims.

To whom we disclose your personal information

In the course of underwriting and administering **your** policy, **we** may disclose **your** information to **you** or **our** agents, entities to which **we** are related, reinsurers, contractors or third party providers providing services related to the administration of **your** policy, banks and financial institutions for claim payments, **your** or **our** agents' assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim, entities to which **we** are related and third party providers for **data** analytics functions, other entities to enable them to offer their products or services to **you**, and government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

We are likely to disclose information to some of these entities located overseas, including in the following countries: United States of America, Canada, Bermuda, United Kingdom, Ireland, Belgium, The Netherlands, Germany, France, Singapore, Malaysia, the Philippines, India, Hong Kong, New Zealand as well as any country in which **you** have a claim and such other countries as may be notified in **our** Privacy Policy from time to time.

You may request not to receive direct marketing communications from **us**.

Access to your personal information

Our Privacy Policy contains information about how **you** may access and seek correction of personal information **we** hold about **you**. In summary, **you** may gain access to **your** personal information by submitting a written request to **us**.

In some circumstances permitted under the *Privacy Act 1988* (Cth), **we** may not permit access to **your** personal information. Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

Complaints

Our Privacy Policy also contains information about how **you** may complain about a breach of the applicable privacy principles and how **we** will deal with such a complaint.

Consent

If applicable, **your** application includes a consent that **you** and any other individuals **you** provide information about consent to the collection, use and disclosure of personal information as set out in this notice.

A copy of AIG's full Privacy Policy is located at www.aig.com.au

General Insurance Code of Practice

The **insurer** is a signatory to the General Insurance Code of Practice (Code). The Code sets out the minimum standards of service that can be expected from the insurance industry and requires insurers to be open, fair, and honest in their dealings with customers.

The **insurer** is committed to adhering to the objectives of the Code and to uphold these minimum standards when providing services covered by this Code. The Code objectives will be followed having regards to the law and acknowledging that a contract of insurance is a contract based on the utmost good faith.

For more information on the Code please visit www.insurancecouncil.com.au/cop/

The Code Governance Committee is the independent body that monitors and enforces insurers' compliance with the Code. Their purpose is to drive better Code compliance and helping the insurance industry to improve its service to consumers.

For more information on the Code Governance Committee please visit www.insurancecode.org.au

Financial Claims Scheme

In the unlikely event AIG becomes insolvent and cannot meet its obligations under this **policy**, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subjected to eligibility criteria. For more information, contact the Australian Prudential Regulation Authority (APRA).

How to contact APRA

Telephone. 1300 558 849

Online. www.apra.gov.au/financial-claims-scheme-general-insurers

GST Notice

This **policy** has a GST provision in relation to premium and **our** payment to **you** for claims. It may have an impact on how **you** determine the amount of insurance **you** need. Please read carefully. Seek professional advice if **you** have any queries about GST and **your** insurance.

Sums Insured

All monetary limits in this **policy** may be adjusted for GST in some circumstances (see below).

Claim Settlements – Where We Agree to Pay

When **we** calculate the amount **we** will pay **you**, **we** will have regard to the items below:

1. Acquisition of goods, services or repairs

Where **you** are liable to pay an amount for GST in respect of an acquisition relevant to **your** claim (such as services to repair a damaged item insured under this **policy**) **we** will pay for the GST amount.

We will pay the GST amount in addition to the **sum insured** or limit of indemnity or other limits shown in this **policy** or in the **policy schedule** (unless **we** state GST is included in the **sum insured** or limit of indemnity).

If **your sum insured** or limit of indemnity is not sufficient to cover **your** loss, **we** will only pay the GST amount that relates to **our** settlement of **your** claim.

We will reduce the GST amount **we** pay by the amount of any input tax credits to which **you** are or would be entitled.

2. Payment as compensation

Where **we** make a payment under this **policy** as compensation instead of payment for a relevant acquisition, **we** will reduce the amount of the payment by the amount of any input tax credit that **you** would have been entitled to had the payment been applied to a relevant acquisition.

Where this **policy** insures business interruption, **we** will (where relevant) pay **you** on **your** claim by reference to the GST exclusive amount of any supply made by **your** **business** that is relevant to **your** claim.

3. Disclosure – input tax credit entitlement

If **you** register, or are registered, for GST **you** are required to tell **us** **your** entitlement to an input tax credit on **your** premium. If **you** fail to disclose or **you** understate **your** entitlement, **you** may be liable for GST on a claim **we** may pay. This **policy** does not cover **you** for this GST liability, or for any fine, penalty or charge for which **you** may be liable.

Our Agreement

Where **we** agree to enter into a **policy** it is a contract between **us** and the **insured** (see the definition of “Insured” for details of who is covered by this term) and **we** will issue the **insured** a **policy schedule** confirming cover. The information contained in the **policy schedule** sets out information such as the cover **we** have agreed to provide and **sums insured** or **limit of liability** or sub-limit.

Our agreement with the **insured** (this **policy**) will comprise this **policy** wording, the **policy schedule** and any **endorsements** **we** issue. When the **insured** enters into this **policy** they confirm and warrant that they have read or will read this **policy** when provided to them. They should be read together and kept in a safe place.

Where **we** have agreed to enter into this **policy** with the **insured** and subject to the terms, conditions and exclusions of this **policy**:

- + **we** agree to provide the insurance cover set out in each of the Sections which is shown as “Insured” in this **policy schedule**, subject to the payment of the premium set out in the quotation schedule;
- + the insurance cover is in force for the **policy period** set out in the **policy schedule**, unless this **policy** ends earlier in accordance with its terms or at law;
- + **we** will cover **you** for the relevant covered loss, damage and liability occurring during that **policy period**; and
- + **we** will not pay more than the **sum insured** or **limit of liability** or sub-limit for each Section which is shown as “Insured” in the **policy schedule** or as provided in this **policy**.

Updating This PDS

We may need to update this PDS from time to time if certain changes occur when required and permitted by law. **We** will issue **you** with a new PDS or a supplementary PDS or other compliant document (for example schedules, and/or **endorsements**) to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance **we** may issue the **insured** with notice of this information in other forms or keep an internal record of such changes. **You** can get a paper or electronic copy free of charge by contacting 360 Plant and Equipment.

Part Two: Insurance Terms and Conditions

Conditions Applicable to All Sections

All persons or companies bound by this policy and its provisions

Any person or company entitled to any benefit under this **policy** has the same obligations to **us** under this **policy** as the **insured**.

We have the same rights, remedies and defences to a claim by that other person or company as **we** would have to a claim by the **insured**, including but not limited to rights, remedies and defences relating to **your** conduct.

Cancelling this policy

When you can cancel

You can cancel **your policy** whenever **you** want.

When we can cancel

We can cancel **your policy** when the law allows **us** to do so, including if:

- + if **you** failed to comply with **your** duty of disclosure;
- + **we** find out that **you** made a misrepresentation when **you** applied for, changed or renewed **your** insurance;
- + **you** don't comply with **your policy**'s terms and conditions, including the terms of paying **your** premium;
- + **you** make any fraudulent claims.

If **we** cancel this **policy**, **we'll** give **you** at least 3 business days' notice in writing before the cancellation date, either:

- + in person to **you** or **your** agent;
- + electronically;
- + by post to the address **you've** given **us**.

If **you** pay by monthly instalment and an instalment becomes overdue **we** may cancel **your policy**.

If this **policy** is cancelled either by **you** or **us**, **we'll** refund any premium covering the rest of the period of insurance, unless **you've** made a **total loss** claim under this **policy** and **we've** agreed to cover it.

Changing your policy

If **you** want to make a change to this **policy**, the change becomes effective when **we** agree to it, provided the **insured** pays or agrees to pay any additional premium **we** may require.

We give the **insured** a new **policy schedule** detailing any changes **we** have agreed to.

Changes to information previously advised

You must tell **us** as soon as possible if circumstances occur, or if changes or alterations are intended or made which change the risk of loss, damage or injury covered under this **policy**.

You must also tell **us** as soon as reasonably possible if there is any change:

- a. to the names of the **insured item**'s owners;
- b. of use of **your insured item(s)**; or
- c. by way of modification to the manufacturer's specifications to improve **your insured item**'s performance, but only if **your insured item** is a sedan, station wagon, 4x4 or a goods carrying **insured item** with a carrying capacity under 2 tonnes.

Where the change:

- a. reduces the risk **we** insure **you** for **we** may (if applicable) provide the **insured** with a refund of a portion of the premium where the change affects the premium payable; or
- b. increases the risk **we** insure **you** for **we** may either:
 - refuse to accept the change;
 - agree to the change in writing, provided that **you** pay or agree to pay **us** any additional premium **we** may require;
 - cancel this **policy**; or
 - choose not to renew the **policy**.

If **you** do not advise **us** of a change in circumstances, **we** may be entitled to cancel this **policy** or refuse to pay or reduce the amount **we** pay under a claim, to the extent **we** have been prejudiced by **your** non-compliance and permitted by law.

Excess

Under Section One the applicable **excess(es)** will apply to each **insured item** for each claim. If **we** settle **your** claim by cash, **we** will deduct the **excess** from the amount **we** pay **you**. In other circumstances, **you** may need to pay the **excess** as a contribution to the repair or replacement.

Under Sections Two and Three the **excess** reduces the amount that **we** are liable to pay under this **policy** and **we** will not be liable to pay any claim, or part of a claim, that is less than the applicable **excess**. **We** will deduct the applicable **excess(es)** amount from the amount **we** pay, unless **we** agree alternative arrangements for payment of the **excess** with **you**.

More than one **excess** may apply at the same time. There are several kinds of **excess**:

- a. standard **excess**
- b. age/inexperienced **excess**

where the **operator** or driver of the **insured item** or vehicle was under 25 years of age or has not held an Australian driver's licence for two or more years for the type of **insured item** or **motor vehicle**.

You will not be required to pay the standard, age and/or inexperienced driver **excess** if:

- + **you** satisfy **us** that the accident which gave rise to the claim was the fault of the driver of the other vehicle; and

- + **you** can supply the name and address of that driver; and
- + **you** can supply the registration number of the vehicle; and
- + the amount of the claim exceeds **your** standard **excess** and age/inexperienced **excess** under this **policy** and is not a claim for **windscreen** damage.

c. tipping excess

where the **insured item** is a rigid body tipper or tipping trailer whose tipping hoist is partially or fully extended, at the time of the accident, the standard **excess** and any other applicable **excess** will be doubled.

d. other excess

an **excess** that applies to certain items or claims as provided in this **policy** or as set out in the **policy schedule**.

In the event that the fault of the accident which gave rise to the claim is in dispute **you** will be required to pay the **excess** and the **excess** will be refunded if **we** are successful in establishing the fault of the other driver.

Deciding who is at fault

We will be solely responsible for deciding whether **you** contributed to the cause of an accident.

In the event of a single **occurrence** that results in a claim under more than one Section of this **policy**, **we** will only apply the largest of the individual **excesses** under one Section that apply to the actual loss covered under each Section.

Governing law

This **policy** will be governed in accordance with the laws of the State or Territory in which this **policy** was issued. Any disputes arising out of this **policy** will be subject to determination by any Court of jurisdiction within the State or Territory in which this **policy** was issued and according to the laws applicable to that jurisdiction.

Inspection

We may inspect **your** property, operations and examine any **insured item**, with **your** mutual agreement, at any reasonable time to assess **your** application for this insurance or to assess a claim. Neither this right to make inspections nor making them is an undertaking to **you** or others that the property, operations or **insured items** are safe and not hazardous or injurious to health.

Minimisation of loss

You must take all reasonable precautions to prevent loss, damage or injury.

You must take reasonable steps to comply with all statutory requirements and manufacturers' recommendations relating to the safeguarding and operation of any **insured item**. **We** may reduce or refuse **your** claim to the extent **we** are prejudiced by **your** non-compliance.

If loss, damage or injury occurs, **you** must do all things reasonably possible to minimise the amount of any damage.

Authorisation

Where **you** are not the **insured**, by acceptance of this **policy**, the **insured** agrees to act on behalf of **you** as well as itself with respect to the giving and receiving of notice of claim or cancellation, the payment of premiums and the receiving of any return premium due under this **policy**, the negotiation, agreement to and acceptance of **endorsements**, and the giving and receiving of any notice provided in this **policy**, and **you** agree that the **insured** shall act on **your** behalf.

Neither **we** nor the **insured** hold anything on trust for, or for the benefit or on behalf of **you** under this insurance arrangement.

The insured:

- a. does not act on behalf of the **insurer** or its representatives in relation to the insurance;
- b. is not authorised to provide any financial product advice, recommendations or opinions about the insurance; or
- c. does not receive any remuneration or other benefits from the **insurer**.

Any person who may be insured under this **policy** should consider obtaining advice as to whether the benefits are appropriate or useful for their personal needs from a person who is licensed to give such advice. No advice is provided by the **insurer** or **insured** that the benefits are appropriate or useful for any person's needs. Nothing prevents such persons from entering into other arrangements regarding insurance.

Notices

We will send all notices in relation to this **policy** to:

- a. the **insured's** nominated insurance intermediary until **we** receive written notice to the contrary from the **insured**; or
- b. if there is no nominated intermediary, the **insured**, acting on the behalf of **you**.

Any notice **we** give the **insured** will be in writing, and it will be effective:

- a. if it is delivered to the **insured** or their agent personally; or
- b. if it is delivered or posted to the **insured's** address or the **insured's** agent's address last known to **us**.

It is important for the **insured** to tell **us** of any change of address as soon as possible.

Other insurances covering the same claim

If a claim is made under any operative Section of this **policy**, **you** must:

- a. inform **us** as soon as reasonably possible; and
- b. provide **us** with a copy of any other insurance **policy** that gives or may give **you** cover for the subject-matter of **your** claim,

whether or not **you** are a contracting party to that other insurance **policy** and whether the other insurance **policy** was issued to **you** or to anyone else.

If **you** or another person or company are or, if a claim were made under this **policy**, would be entitled to be covered for a claim under both this **policy** and another insurance **policy**:

- I. the **excess** will be whichever is the greater of the **excess** specified in this **policy** to apply to the claim and the amount of the claim that is covered by the other insurance **policy**;
- II. **we** will cover only for the amount of the claim that exceeds the **excess** in (I), even if the other insurance **policy** has a condition to the same or similar effect as this condition; and
- III. **you** and the other person or company must co-operate with **us** and give **us** all possible assistance **we** may reasonably require in obtaining contribution from the other insurer to any amount of the claim **we** are liable to pay.

Other interests

You must not transfer any interests in this **policy** without **our** written consent. **We** will not unreasonably withhold **our** permission.

Any person whose interests **you** have told **us** about and **we** have noted on the **policy schedule** is bound by the terms of this **policy**.

Premium adjustment

When the premium for a Section or an Optional Extension in a Section in this **policy** or an **endorsement** is adjustable that premium is:

- a. calculated and payable at the beginning of the **policy period** on the basis of an estimated figure for the whole of the **policy period** taking into account a number of factors including (where applicable) turnover, annual hiring fees and **sums insured**, which **you** must declare to **us** before the commencement of the **policy period**;
- b. adjusted at expiry of the **policy period** at the percentage rate specified in this **policy**, the **policy schedule** or the **endorsement** on the actual figure for the whole of the **policy period** taking into account a number of factors including (where applicable) turnover, annual hiring fees and **sums insured**, which **you** must declare to **us** as soon as reasonably possible after expiry of the **policy period**. If **you** do not, **we** may reduce or refuse **your** claim to the extent **we** are prejudiced by **your** delay; and
- c. subject to the minimum non-refundable amount specified in this **policy**, the **policy schedule** or the **endorsement**.

Reinstatement of sum insured (Section One)

Following **insured damage** to any **insured item** or any part of any **insured item**, the **sum insured** in respect of the **insured item** will automatically be reinstated, provided that **you** pay or agree to pay **us** any additional premium **we** require when **we** agree to reinstate any such amount.

The additional premium will be the same proportion of the premium for that **insured item** as the amount reinstated bears to the **sum insured** for the **insured item** reinstated.

Subrogation

In the event **we** are liable to cover **you** for any loss or liability under this **policy**, **we** will be entitled to pursue the whole of **your** legal rights to recover in respect of that loss or liability.

You will consent to **us** pursuing those rights and **you** must take reasonable steps to co-operate with **us** fully in pursuing those rights.

Definitions Applicable to All Sections

The following words and terms have a special meaning and are defined below. Wherever the following defined terms appear in **bold** they will always have these meaning. These defined terms apply to all relevant sections of this **policy**.

A word or term importing the singular includes the plural (and vice versa).

Accessories, Tools, Spare Parts means:

The equipment, accessories, tools and spare parts supplied as standard inclusions with the **insured item** when new.

Act of Terrorism means:

An act which may include, but is not limited to, an act involving the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, or ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Aircraft means:

Any vessel, craft of thing made or intended to fly, move in or through the atmosphere or space.

Attachment means:

Any device attachable to or detachable from the **insured item** that, when attached is intended to enable the **insured item** to perform additional functions or increase its operational capacity. Unless listed in the Insured Items Schedule of the **policy schedule**, attachments are only covered as provided under the section titled *Section One – Additional Benefits, Unspecified Attachments*.

Business means:

The business specified in the **policy schedule** and also includes:

- a. a canteen, social or sporting club or first aid, fire or ambulance service, provided by **you** and incidental to that business; and
- b. private work undertaken by **your** employees for any of **your** directors or senior executives provided such work is of the same nature as the work ordinarily provided by the business.

Communicable Disease means:

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a. the substance or agent includes, but is not limited to, a **virus**, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and

- c. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

Computer System means:

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

Covered Contract means:

- a. a contract between **you** and **your** principal for the provision of work or service by **you** to **your** principal;
- b. a contract or agreement, for lease or occupancy of any building or premises or part of a building or premises, between **you** and the lessor or owner;
- c. a contract or agreement, for hiring in of an **insured item** without an **operator**, between **you** and the lessor or owner;
- d. a contract or agreement, for hiring out of an **insured item** with an **operator**, between **you** and the party hiring the **insured item** from **you**; or
- e. a contract specified under covered contract(s) in the **policy schedule**.

Except as specified in c) and d) above, covered contract does not include any hire agreement or other contract or agreement for the hire or lease of equipment, including hire or lease of **insured item(s)**.

Cyber Act means:

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

Cyber Incident means:

- a. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**; or
- b. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

Cyber Loss means:

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act** or **cyber incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**.

Dangerous Goods means:

- a. goods as defined by The Australian Code for the Transport of Dangerous Goods by Road and Rail (or its equivalent or replacement thereof); or
- b. any infectious substance; or
- c. the following substances or materials in excess of the following quantities:
 - I. 1,000 litres of petroleum or substances having a closed cup flash point below 23 degrees Celsius, but in containers no greater than 250 litres;
 - II. 5 kilograms of explosives;
 - III. 100 kilograms of compressed gas;
 - IV. 500 litres in total of substances which are toxic chemicals, corrosive acids or corrosive alkalis;
 - V. 500 litres (where a liquid) or 50 kilograms (where a solid) of substances which form explosive mixtures with organic and other readily oxidizing materials; or
 - VI. any two or more substances mentioned under (I) to (V) above being carried or transported on **your insured item** at the same time if the quantity of any substance carried is more than half the quantity stated above for each substance.

Data means:

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.

Data Processing Media means:

Any property insured by this **policy** on which **data** can be stored but not the **data** itself.

Defence Costs means:

- a. the charges, expenses and legal costs, incurred by **us** or by **you** with **our** written consent, necessary to investigate, settle or defend a claim or in anticipation of a claim against **you**; or
- b. the commercial costs for representing **you** at any Coroner's inquest or any court of summary jurisdiction.

Electronic Data means:

Any **data** stored on a **computer system**.

Endorsement means:

An individual clause that **we** give **you** that attaches to and forms part of the **policy schedule**. An endorsement varies the terms and conditions of this **policy**.

Excess means:

The amount specified as an excess in the **policy schedule**, an Additional Benefit, an Optional Extension or an **endorsement**.

Flood means:

The covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a. a lake (whether or not it has been altered or modified);
- b. a river (whether or not it has been altered or modified);

- c. a creek (whether or not it has been altered or modified);
- d. another natural watercourse (whether or not it has been altered or modified);
- e. a reservoir;
- f. a canal; or
- g. a dam.

Hired in Insured Item means:

Any **insured item** hired in by **you**, without an **operator**, for use in **your business**.

Insured means:

The person(s) shown as the insured on the **policy schedule**. They are the contracting insured(s).

Insured Damage means:

Accidental sudden and unforeseen physical loss, theft, destruction of, or damage to, an **insured item** which occurs during the **policy period**.

Insured Item means:

Any item listed in the Insured Items Schedule of the **policy schedule** including its **accessories, tools, spare parts, attachments** and signwriting, but excluding **attachments** not listed in the **policy schedule** for the insured item.

Limit any One Loss means:

The amount stated as such in the **policy schedule** which is the maximum amount **we** will pay under Section One for all loss or **insured damage** that arises from any one event, source or original cause.

Limit of Liability means:

The amount specified as the limit of liability in the **policy schedule**.

Loading and Unloading means:

The single action of transferring the weight of goods or equipment (or a portion of a consignment of goods) onto or from any form of conveyance.

Managed Organisation means:

Any organisation other than subsidiary companies (or their subsidiaries) whose daily activities and daily decision-making is directly controlled and managed by the **insured**.

Market Value means:

The cost to buy an item, of the same or equivalent age, condition, model and make as an **insured item**, or another item covered under the section titled **Section One – Additional Benefit, Automatic Additions**, including any signwriting applied to any **insured item** or other item.

Motor Vehicle means:

For the purposes of Section One – any mechanically propelled passenger motor vehicle, utility, 4WD and unmodified goods carrying vehicles requiring registration for use on public thoroughfares specified in the **policy schedule** and including any **accessories, tools, spare parts**.

For the purposes of Sections Two and Three – any type of machine on wheels or on self-laid tracks made or intended to be propelled other than by manual or animal power and any trailer made or intended to be drawn by, or attached to, any such machine.

Occurrence means:

An event, which includes continuous or repeated exposure to substantially the same general condition, which results in **personal injury or property damage** neither expected nor intended from **your** standpoint.

All events or series of events consequent upon or attributable to one source or original cause will be deemed to be one occurrence.

Operator means:

Any person operating, driving or in charge of the **insured item**.

Personal Injury means:

- a. bodily injury, sickness, disease, death;
- b. shock, fright, mental anguish;
- c. false arrest, false imprisonment, wrongful detention, malicious prosecution;
- d. libel, slander, defamation of character, humiliation; or
- e. wrongful eviction, wrongful entry or other invasion of privacy.

Personally Identifiable Information (PII) means:

Any **data** that can be used to contact or identify a specific individual.

Policy means:

This policy wording, the **policy schedule**, and any **endorsements** issued by **us** amending this policy wording or **policy schedule** before entry into the contract or issued where required or permitted by law.

Policy Period means:

The period shown in the **policy schedule** unless this **policy** ends earlier in accordance with its terms or law. Each renewal results in a new contract and new policy period.

Policy Schedule means:

The insurance schedule or any **endorsement** schedule that **we** give **you**.

Products means:

Anything (after it has passed from **your** possession or control), including its packaging or container, that was manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, re-supplied or distributed by **you** or on **your** behalf in the course of **your business**, including:

- a. directions, markings, labels, instructions, warnings or advice given or omitted to be given in connection with the thing; and
- b. anything in respect of which **you** are taken or deemed to be the manufacturer by operation of a law of Australia.

Products Liability means:

Your legal liability to pay compensation for an **occurrence** caused by an **unknown defect in your products**, but excludes **public liability**.

Property Damage means:

Physical damage to or physical destruction of or physical loss of tangible property including any resultant loss of use.

Public Liability means:

Your legal liability to pay compensation for an **occurrence** caused as a result of undertaking **your business**, but excludes **products liability**.

Registered Insured Item means:

Any **insured item** and associated **attachments** that are registered for public road use and are shown on the Insured Items Schedule forming part of the **policy schedule**.

Sum Insured means:

The sum specified in the **policy schedule**, an Additional Benefit, an Optional Extension or an **endorsement** as the sum insured for an **insured item**, the Additional Benefit, Optional Extension or the **endorsement** as relevant.

Territorial Limit means:

- a. for the purposes of Sections One and Two, territorial limit means the Commonwealth of Australia;
- b. for the purpose of Section Three, territorial limit means:
 - I. anywhere in the world excluding the United States of America or Canada (or any other territory coming within or subject to the jurisdiction of the courts of the United States of America or Canada); or
 - II. the United States of America or Canada (or any other territory coming within or subject to the jurisdiction of the courts of the United States of America or Canada) but only in respect of the temporary presence of any person who is normally a resident in Australia and who is not performing any manual or supervisory work whatsoever whilst in the United States of America or Canada (or any other territory coming within or subject to the jurisdiction of the courts of the United States of America or Canada).

Total Loss means:

That the **insured item** suffers **insured damage** that is beyond economical repair.

Unknown Defect in Your Products means:

- a. a defect in or the harmful nature of **your products**;
- b. a defect or deficiency in any direction, instructions or advice provided by **you** concerning the use or storage of **your products**; or
- c. a failure by **you** to provide any direction, instructions or advice concerning the use or storage of **your products**,

that was not known to **you**, or reasonably suspected by **you** before **your products** left **your** possession or control.

Used as a Working Tool means:

The use of a **registered insured item** or **motor vehicle** for any function for which it is designed (other than road transport or use or operation primarily as a **motor vehicle**) including use for excavating, digging, shovelling, grading, levelling, bulldozing, drilling, lifting, lowering, suspending, carrying (other than road transport), pumping, spraying, discharging, tipping, crushing, chipping, vacuuming, scraping, mixing other than mixing during road transport), **loading and unloading**, and the like including the process of setting up for such operations and reverting from such operative format to travel/transit configuration.

It does not include use for:

- a. transit to or from a work site (other than moving within a work site); or
- b. transport or haulage.

We/Us/Our/Insurer means:

AIG Australia Limited (AIG) **ABN 93 004 727 753, AFSL 381686** acting through its agent 360 Plant and Equipment.

Windscreen means:

The sheet of flat or curved glass that forms a front, side, back or top window of an **insured item**.

You/Your means:

- a. the person or entity named as the **insured**; or
- b. all subsidiary companies (and their subsidiaries) of the **insured** and all **managed organisations**, existing at the commencement of the **policy period**, but only while they continue to be subsidiary companies (and their subsidiaries) or **managed organisations** of the **insured**.
- c. For the purpose of Section Two, it also includes:
 - I. any **operator** of a **registered insured item** with the consent of the entity referred to in a) or b) above;
 - II. any passenger of a **registered insured item** who is in the **registered insured item** with the consent of the entity referred to in a) or b) above; or
 - III. any employer or principal of the entity referred to in a) or b) above where the **registered insured item** was, at the time of the happening of **personal injury** or **property damage**, being used or operated with the consent of the entity referred to in a) or b) above.
- d. For the purpose of Section Three, it also includes:
 - I. any directors, executive officers or employees of the entity referred to in a) or b) above but only while acting within the scope of their duties in such capacity;

- II. any principal of the entity referred to in a) or b) above but only:
 - for the principal's vicarious liability arising out of the work performed by the entity referred to in a) or b) above for the principal;
 - and if the entity referred to in a) or b) above has a contractual obligation to include the principal as an insured entity under this **policy**, to the extent required under such contractual obligation; or

III. any office bearer or member of any:

- canteen, internal fire brigade or internal first aid service;
- social and/or sports clubs, societies or associations,

formed with the consent of the entity referred to in a) or b) above but only while such persons are acting within the scope of their duties in such capacity.

When the term you or your is used in an exclusion clause, you or your refers only to the person or company making the claim for indemnity under the relevant Section of this **policy**.

Where the intention is to refer to any party forming part of you, the phrase 'any of your' or 'each of you' will be used.

Exclusions Applicable to All Sections

1. This **policy** excludes any actual or alleged loss, damage, destruction, compensation, loss of use, loss of profit, death, injury, sickness, disease, liability, medical payment, **defence cost**, inquest cost, accident enquiry, cost, expense or any other amount incurred either directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with:

a. **War**

War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

b. **Any Act(s) of Terrorism.**

c. **Radioactive Contamination**

Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

d. Any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to any matter referred to in a), b) or c) above.

2. Economic Sanctions

The **insurer** shall not be deemed to provide cover and the **insurer** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **insurer**, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of New Zealand, Australia, the European Union, United Kingdom or the United States of America.

3. Communicable Disease Exclusion

This **policy** does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease**.

For the purposes of this clause, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

- a. for a **communicable disease**, or
- b. any property insured hereunder that is affected by such **communicable disease**.

4. Property Cyber and Data Exclusion

4.1 This **policy** excludes any:

- a. **cyber loss**, unless subject to the provisions of paragraph 4.2;
- b. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data**, including any amount pertaining to the value of such **data**, unless subject to the provisions of paragraph 4.3;

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

4.2 Subject to all the terms, conditions, limitations and exclusions of this **policy** or any **endorsement** thereto, this **policy** covers physical loss or physical damage to property insured under this **policy** caused by any ensuing fire or explosion which directly results from a **cyber incident**, unless that **cyber incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **cyber act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act**.

4.3 Subject to all the terms, conditions, limitations and exclusions of this **policy** or any **endorsement** thereto, should **data processing media** owned or operated by the **insured** suffer physical loss or physical damage insured by this **policy**, then this **policy** will cover the cost to repair or replace the **data processing media** itself plus the costs of copying the **data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **data**. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **data processing media**. However, this **policy** excludes any amount pertaining to the value of such **data**, to the **insured** or any other party, even if such **data** cannot be recreated, gathered or assembled.

Section One: Material Damage

This Section is operative only if the **policy schedule** shows that this Section is “Insured”.

Definitions Applicable to Section One

The following words appear in **bold** and have a special meaning as defined below. These defined terms apply to Section One only.

Actual Finance Payment means:

The actual finance payments due and payable by **you** for the period from the date of **insured damage** until whichever is the earliest of when **your insured item** is replaced, repaired or cash settled, or the end of the **indemnity period**, less any balloon or residual payments which fall due during that period.

Breakdown means:

The sudden and unforeseen derangement or cessation of normal functioning of an **insured item** that:

- a. occurs while the **insured item** is in normal use;
- b. is caused by or results from a fault or defect of or within a mechanical, electrical or electronic part of the **insured item** (including but not limited to breaking, rupturing, bursting, cracking, burning or seizing of the part) that is not caused by anything external to the part; and
- c. requires repair or replacement of the faulty or defective part before the **insured item** can resume normal functioning.

Damage Waiver means:

A term in a hire agreement for an **insured item** that removes or restricts **your** rights of recovery against the hirer in respect of loss or damage to the **insured item**.

Dry Hire means:

The hiring out of an **insured item** by **you** without an **operator** provided by **you**.

Increased Cost of Working means:

The additional expenditure necessarily and reasonably incurred for the sole purpose of minimising interruption to the **business** affected by the **insured item** which has suffered **insured damage**.

Indemnity Period means:

The period beginning at the **occurrence** of the **insured damage**, and ending at the earlier of:

- a. the period detailed in the **policy schedule** after the **insured damage** occurred; or
- b. the date on which the results of the **business** are no longer affected by the **insured damage**.

Revenue means:

The money received by **you** in the conduct of **your business**, during the 12-month period immediately preceding the **occurrence** of **insured damage** to the **insured item**, adjusted for the trend of and/or for variations and/or for other circumstances affecting **your business**, less any money received from the use of any substitute item and any **reduced cost of running** the **insured item** during the **indemnity period**.

Reduced Cost of Running means:

- a. the actual cost of running the **insured item** during the 12-month period immediately preceding the **occurrence** of **insured damage** to the **insured item**; less
- b. the actual cost of running the **insured item** during the indemnified period.

Time Excess means:

The number of days as specified in the **policy schedule** during which **you** must bear the loss for any **increased cost of working** or loss of **revenue**.

What You are Covered for Under Section One

Scope of cover

If this Section is operative, **we** will cover **insured damage** occurring during the **policy period** anywhere within the **territorial limit** in accordance with the Basis of Settlement. **We** will not pay more than a maximum total amount up to the **limit any one loss** for all loss or **insured damage** that arises from any one event, source or original cause.

Basis of settlement

a. Repairable insured damage

If the **insured damage** can be repaired, **we** will pay the cost of repairs which would otherwise have to be borne by **you** and which are necessary to restore the **insured item** to its condition immediately before the **insured damage**, but not exceeding whichever is the lesser of:

- I. the **sum insured**; or
- II. the **market value** of the **insured item** immediately prior to the **insured damage**,

less any applicable **excess(es)**.

Where a claim is accepted by **us** the following costs are included in the amount **we** pay in addition to **your sum insured**:

- + the cost of towing the **insured item** to the nearest repairer, place of safety or to any other place which **we** agree;
- + the cost of dismantling and re-assembly incurred for the purpose of effecting the repairs;

- + charges for overtime and work on public holidays where necessarily and reasonably incurred, limited to 25% of the cost of the normal repair or \$10,000 whichever is the lesser;
- + overseas air freight by any recognised scheduled service and overseas labour including customs or excise duties if incurred for replacement unit or part, up to an amount not exceeding 20% of the **sum insured** for the **insured item** or \$25,000 whichever is the lesser.

b. Total loss

If the **insured damage** cannot be repaired or where there has been a **total loss** of an **insured item** due to **insured damage**, we will pay whichever is the lesser of:

- I. the **sum insured**; or
- II. the **market value** of the **insured item** immediately prior to the **insured damage**; or
- III. if the **market value** of the **insured item** immediately prior to the **insured damage** is less than 85% of the amount of the **sum insured** for that **insured** property, the **market value** plus an additional 15% of the **market value**;

less any applicable **excess(es)**.

However, if at the time of the **insured damage**, the **insured item** was less than three years of age from the date of manufacture or original commissioning when new, we will replace the **insured item** including payment of stamp duty, delivery charges and registration fees or pay you the **sum insured** less the **excess** if the **insured item** is unable to be replaced or no longer manufactured.

Exclusions Applicable to Section One

Section One excludes any actual or alleged loss, damage, destruction, compensation, loss of use, loss of profit, cost, expense or any other amount incurred caused by, arising out of, in connection with:

1. **Insured damage** due to faults or defects known to you at or before the time the **insured** enters into this **policy** that were not disclosed to and accepted by **us**.
2. Indirect loss or damage of any kind or description unless expressly stated otherwise in this **policy**.
3. **Insured damage** caused by or due to wear and tear, corrosion, oxidation, or deterioration due to lack of use.
4. The cost of any provisional repairs unless such repairs constitute part of the final repairs and do not increase the total repair cost
5. The cost of any alterations, additions or improvements carried out to an **insured item** not declared to, nor agreed to by **us**.
6. The cost of repairs or replacement of any part of an **insured item**:
 - a. that has caused or resulted in **breakdown** of the **insured item** or has otherwise failed or been damaged or destroyed as a result of a fault or defect within that part without any direct or indirect cause external to the part; or
 - b. that has been damaged or destroyed by lack of, defectiveness in, burning or freezing of any coolant, lubricant or any dry or liquid substance required for the working of that part; or
 - c. being an internal combustion engine that has exploded or boiler or other pressure vessel that has burst under internal pressure.
7. The cost of repair or replacement of any part of an **insured item** that incorporates, is incorporated in or is directly associated with a part referred to in the exclusions in paragraphs 6a) to c) as a result of a failure, damage, destruction, explosion or bursting referred to in the exclusions in paragraphs 6a) to c).
8. The cost of replaceable parts of an **insured item** such as bits, drills, knives, discs or other cutting edges, blades, dies, moulds, patterns, hammers, pulverizing and crushing surfaces, screens and sieves, belts, chains elevator and conveyor bands, batteries, tyres, electrical connecting wires and cables, flexible pipes, jointing and any packing material which is regularly replaced unless damaged as a result of **insured damage**.
9. **Insured damage** to any ropes other than complete severance of wire ropes within an **insured item** that is used as a crane or lifting device.
10. Damage to tyres caused by application of brakes or by road cuts, punctures or bursts not arising from **insured damage**.
11. **Insured damage** to any **insured item** which is working underground, unless otherwise endorsed on to this **policy**. However, this exclusion does not apply to an **insured item** while:
 - a. travelling in a completed tunnel that is a public road; or
 - b. working in:
 - I. an open pit regardless of whether or not the bottom of the pit is below ground or sea level; or
 - II. a completed or partially completed structure, which provides a completed support structure above the working area.
12. **Insured damage** caused by or contributed to by theft or other criminal act by you or any of your partners or directors.

13. **Insured damage** if an **insured item**:
- a. is used in an unsafe or unroadworthy condition unless such condition could not reasonably be detected by **you**;
 - b. is driven by or is in the charge of any person whose faculties are impaired by any drug or intoxicating liquor or by any person who is convicted of driving under the influence of intoxicating liquor or drugs at the time of the accident causing such **insured damage**;
 - c. is driven by or is in the charge of any person who, at the time of the accident causing such **insured damage**, has a concentration of alcohol or drugs in their breath, urine or blood in excess of the amount permitted by law subject to any applicable law to the contrary; or
 - d. is driven by or is in the charge of any person who, following an accident causing such **insured damage**, refuses to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by the law of the State or Territory in which the accident occurred.
14. The amount of any **excess**.
15. **Insured damage** to any **insured item** due to its total or partial immersion in tidal waters. However, this exclusion does not apply to **insured damage** caused by **flood**.
16. **Insured damage** occurring while any **insured item** is undergoing a test of any kind or is being used in any manner or for any purpose other than that for which it was designed and this contributed to the **insured damage**.
17. **Insured damage** to any concrete agitator, barrel, bowl or pump and/or its fittings caused by, or arising from the hardening or setting of concrete.
18. **Insured damage** while any **insured item**, at the time of an accident, is being driven by or is in the charge of a person who is not authorised, licensed or trained to operate the **insured item** under any relevant law. However, this exclusion will not apply where the **insured item** has been stolen by a person without **your** knowledge or consent.
19. **Insured damage** if the **insured item**, at the time such **insured damage** occurred, was being used as a crane or lifting device and was:
- a. being operated by any person:
 - I. in contravention of any applicable statutory requirement, with **your** knowledge or the knowledge of any of **your** agents or employees;
 - II. who was untrained or unqualified to operate the lifting device; or
 - b. loaded in excess of the safe working load specified by any relevant statutory authority or manufacturer's specification and this contributed to the **insured damage**;

- c. not used in compliance with the relevant Australian standard current at the time of the happening of **insured damage** and this contributed to the **insured damage**;
 - d. **insured damage** to any **insured item** which is or has been operated contrary to the manufacturer's guidelines and this contributed to the **insured damage**.
20. **Insured damage** to or costs associated with searching for, locating or recovering any drill bits, augers, strings and the like damaged below any rotary table.
21. **Insured damage** to any **insured item** which is located and/ or operated on any barge, including while undergoing any **loading and unloading** operations, unless otherwise endorsed on to this **policy**.
22. Legal liability of any kind.
23. **Insured damage** to an **insured item** that:
- a. is a prototype or undergoing development; or
 - b. has not been fully commissioned as a fully operational item.

Section One – Additional Benefits

In order to be sure that **you** are covered under this **policy**, **you** should always contact **us** for approval before **you** incur costs **you** wish to claim. If **you** do not, **we** will pay for costs incurred up to the amount **we** would have authorised had **you** asked **us** first.

We automatically give cover under the following Additional Benefits up to the sub-limit specified in addition to the **sum insured**, unless specified otherwise, provided that (and only to the extent that) the **limit any one loss** has not otherwise been exhausted.

1. Removal of debris

We will cover **your** costs, charges and expenses incurred to clean up and remove any debris resulting from **insured damage**:

- a. to an **insured item**; or
- b. caused by goods falling from an **insured item**;

occurring during the **policy period** within the **territorial limit**. **Our** total liability under this Additional Benefit will not exceed \$250,000 per claim, less the applicable **excess(es)**.

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

2. Interested parties

- a. **We** will extend the cover for **insured damage** to any person or company with a financial and insurable interest in the **insured item**, provided that the person's or company's interest is specified in the **policy schedule** under "Interested Parties".

- b. Cover is only extended to such interested parties to the extent of that financial or insurable interest only as provided under section 49 of the *Insurance Contracts Act 1984* (Cth).
- c. The interested party has the same obligations to **us** under this **policy** as if that interested party were **you**.
- d. **We** have the same rights, remedies and defences to a claim by the interested party as **we** would have to a claim by **you**, including but not limited to, rights, remedies and defences relating to **your** conduct.

3. Unspecified attachments

Where an **insured item** has sustained **insured damage** that is covered under Section One, **we** will cover loss of or damage to **attachments** that were not listed in the **policy schedule**.

Our total liability under this Additional Benefit will not exceed \$10,000 in the aggregate during the **policy period**.

4. Accidental overload

We will cover **you** for **insured damage** occurring during the **policy period** within the **territorial limit** that is caused by or results from accidental overloading.

Our total liability under this Additional Benefit is the **sum insured** or **market value** (as applicable) for the **insured item** and will be paid in accordance with the section titled *What You are Covered for Under Section One, Basis of Settlement*.

5. Appreciation

The **sum insured** for an **insured item** will be increased by the amount of any appreciation in the **market value** of the **insured item** during the **policy period**, provided that:

- a. the **sum insured** correctly reflected the **market value** of the **insured item** at commencement of the **policy period**; and
- b. the **sum insured** will not be increased more than 25% of the **sum insured** specified at the commencement of the **policy period**.

In the event that the appreciation during the **policy period** exceeds 25% of the **sum insured**, **our** liability under this clause will be limited to 25% of the **sum insured**.

6. Automatic additions

We will cover **you** for **insured damage** occurring during the **policy period** within the **territorial limit** to newly purchased items of a similar kind to those currently **insured** by this **policy**, as if they were **insured items**, for a maximum period of 90 consecutive days from **your** acquisition during the **policy period**. The **sum insured** for any item covered by this Additional Benefit will be the lesser of:

- a. the current **market value** of the item; or
- b. \$500,000,

less any **excess(es)** applicable to the **insured items** of a kind similar to the item.

7. Damage to goods lifted

We will cover physical damage or destruction occurring during the **policy period** and within the **territorial limit** to any property in **your** physical or legal care, custody, possession or control while any such property is being suspended from, lifted or lowered by an **insured item** being used as a crane or a lifting device.

We will not cover damage or destruction to property caused by or arising from any fault in or fragility of such property or its container or packaging.

Our total liability under this Additional Benefit will not exceed \$250,000 in the aggregate during the **policy period**.

An **excess** of \$1,000 applies to each and every claim under this Additional Benefit.

8. Dry hire

We will cover **you** for **insured damage** occurring during the **policy period** within the **territorial limit** to an **insured item** on **dry hire**.

We will not cover **insured damage**:

- a. where the hire agreement includes a **damage waiver**; or
- b. that happens while the **insured item** is in the possession or control of a person or company other than the hirer for the purpose of its operation by that person or company.

We will not cover loss of the **insured item** by reason of theft by the hirer or if the hire agreement is not in writing, or if it is in writing but does not identify at least the hirer, the **insured item**, the hire period and the hire fees.

9. Dual or multiple lifting

We will cover **you** for **insured damage** occurring during the **policy period** and within the **territorial limit** which is caused by or arises out of the operation of any **insured item** in connection with dual or multiple lifting. **We** will not cover damage that is caused or contributed to by **your** non-compliance with the relevant Australian Standard.

We will not cover **insured damage** if any **insured item** is:

- a. being operated by any person in contravention of any applicable statutory requirement or in breach of any Australian legislation relating to the operation being performed;
- b. loaded in contravention of the maximum capacity requirements, or operated in contravention with the relevant Australian Standard current at the time of the **insured damage** to the extent the contravention causes or contributes to the damage; or
- c. being operated without radio communication between operators that are dual lifting or sharing loads.

If any **insured item** covered under this Additional Benefit is involved in an event giving rise to a claim while dual or multiple lifting, the standard **excess** for **insured items** and any other **excesses** that apply will double.

10. Emergency travel costs

Following **insured damage**, that **we** have agreed to cover under Section One, **we** will cover **you** for the reasonable costs of returning **you** or **your** employee to the point of departure or at **your** option to **your** or **your** employee's destination up to a maximum of \$5,000 provided:

- a. **your insured item** was more than 100 kilometres from its base or point of departure at the time of the **insured damage**; and
- b. the **insured item** was being used in connection with **your business** at the time of the **insured damage**.

11. Employees' property damage

- a. **We** will cover an employee of **your business** for damage, destruction or loss by theft of the employee's personal property caused by the same event that caused **insured damage** to an **insured item** that **we** have agreed to cover under Section One.
- b. The cover shall not exceed and is limited to the lesser of:
 - I. the cost of repair of the property (where repairable);
 - II. the **market value** of the property immediately prior to the damage, destruction or loss where it is a **total loss**; or
 - III. \$10,000 for any one event.

12. Expediting costs

If **insured damage** occurs to an **insured item** that **we** have agreed to cover under Section One, **we** will cover the additional costs incurred in effecting temporary repairs or to expedite permanent repairs.

We will not pay more than:

- a. 50% of the normal repair cost of such **insured damage**; or
- b. \$25,000.

whichever is the lesser.

Additional costs include but are not limited to overtime, night work, work on public holidays, express freight and air freight (by a recognised scheduled flight).

13. Finance payout protection

We will pay up to 25% of the **sum insured** towards the discharge of **your** obligations under a finance agreement if:

- a. the **insured item** is declared a **total loss** due to **insured damage** covered under Section One; and
- b. the lease payout exceeds the **sum insured** or current **market value** of the **insured item**, whichever is the lesser.

The amount payable under this Additional Benefit will be:

- I. reduced by any payments and interest in arrears at the time of **insured damage**;
- II. reduced by any discounts in respect of finance discharge, including interest for the unexpired term of the agreement; and
- III. paid in addition to, and not part of the **sum insured** or **market value** (as applicable) of the **insured item** that is a **total loss**.

14. Hold harmless (subrogation waiver)

Where **you** have waived **your** recovery rights against the other contracting party(ies) under any **covered contracts**, **our** rights to subrogation against such party(ies) are also waived.

15. Locks and keys

Where the locks and keys of an **insured item** are lost or damaged, or **you** reasonably believe they have been duplicated without **your** consent, during the **policy period** and within the **territorial limit** but there is no **insured damage** to the **insured item**, **we** will cover **your** cost of any replacement lock and/or key. **Our** liability shall be limited to whichever is the lesser amount of:

- a. \$2,500 per **insured item**; or
- b. \$10,000 any one event.

An **excess** of \$250 applies for a) or b) above.

16. Non-owned trailer in control

We will cover **your** cost of repairing or replacing any damage to or destruction of trailers occurring during the **policy period** and within the **territorial limit** that are:

- a. in **your** physical or legal control or possession; and
- b. not owned, leased or hired by **you**; and
- c. used by **you** in conjunction with an **insured item**,

at the time of such damage or destruction but only up to a maximum of \$50,000 in the aggregate for the **policy period** less any applicable **excess** for this Additional Benefit.

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

17. Owner's indemnity

We will cover **you** under this Section irrespective of a breach of or non-compliance with any condition or any of the exclusions in paragraphs 13, 16, 18, 19b), 19c) and 19d) of the section titled *Exclusions Applicable to Section One*, provided **you** prove that the breach or non-compliance occurred without **your** knowledge.

However where **you** become aware of such breach or non-compliance, **you** must notify **us** as soon as reasonably possible. If **you** do not, **we** may reduce or refuse **your** claim to the extent **we** are prejudiced by **your** delay.

18. Personal accident cover to an injured operator

If an employee of **yours**, who was the **operator** at the time of the **insured damage**, dies or suffers any injury as a result of the accident causing the **insured damage**, during the **policy period** and within the **territorial limit** we will pay \$10,000 to:

- a. (in the event of death only) the estate of the deceased **operator** after we have received the death certificate; or
- b. (in all other instances) **your operator** who has suffered the injury.

In the event that two or more operators are entitled to any benefit under this Additional Benefit arising from the same accident causing the **insured damage**, then the benefit will be shared equally between each such **operator**.

Provided always that the following definitions apply to this Additional Benefit:

- a. Illness means any sickness, disease or degenerative condition.
- b. Injury means:
 - I. paraplegia or quadriplegia;
 - II. severance of a limb;
 - III. total permanent loss of sight in one or both eyes;
 - IV. total permanent loss of hearing in one or both ears; or
 - V. total permanent loss of speech.
- c. Limb means a foot, hand, leg or arm.
- d. paraplegia means total paralysis of both legs and a part or the whole of the lower half or the body.
- e. quadriplegia means total paralysis of both legs and both arms.
- f. severance means physical severance or permanent loss of use of a limb.

Provided further that this Additional Benefit does not apply to any of the following:

- a. Illness.
- b. any injury arising from an **operator**:
 - I. having a percentage of alcohol in their breath or blood in excess of that permitted by law;
 - II. abusing or having abused, or being under the influence of alcohol or drugs other than drugs legally and appropriately prescribed by a registered medical practitioner and properly used by the **operator**; or
 - III. committing intentional self-injury or suicide.
- c. any pre-existing injury.
- d. any injury which does not arise directly from the accident causing the **insured damage**.

The following conditions apply to this Additional Benefit:

- a. At **your** or the injured **operator's** expense, **we** must be provided with all the relevant medical documentation, other certificates and evidence which **we** may reasonably require to assess the claim.
- b. The injured **operator** may be required to undergo any medical examination **we** may reasonably require to assess the claim, and which **we** will arrange at **our** expense.

If **you** or **your** injured **operator** fail to comply with the above conditions, then **we** may be entitled to decline the claim or reduce the amount **we** pay under this Additional Benefit to the extent **we** are prejudiced by **your** non-compliance.

Our total liability under this Additional Benefit will not exceed \$20,000 in the aggregate for the **policy period**.

19. Recovery costs

- a. Where any **insured items** have suffered **insured damage**, **we** will cover **you** for the necessary cost of recovering the **insured item** to enable repairs to be effected to the **insured item**, up to a maximum of \$250,000 each and every loss.
- b. Where an **insured item** has not suffered **insured damage**, but has become unintentionally immobilised, bogged or stranded within the **territorial limit** during the **policy period**, **we** will cover **your** necessary cost of recovering the **insured item** to enable it to be used or operated at the location, to a maximum of \$100,000 in the aggregate for the **policy period**.

20. Return of insured item(s)

Where any **insured items** have suffered **insured damage** during the **policy period**, **we** will cover **your** costs to return the **insured item** to the place at which it is normally stored when not in use.

Our total liability under this Additional Benefit will not exceed \$50,000 in the aggregate for the **policy period**.

21. Substitute item

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

22. Sign writing

Following **insured damage** to an **insured item** that **we** have agreed to cover under Section One, **we** will cover **you** for the reasonable costs for loss or damage to sign writing or fixed advertising signs forming a permanent part of the **insured item** at the time of such **insured damage**.

23. Windscreen replacement

Where only the **windscreen** is lost or damaged during the **policy period** and within the **territorial limit**, we will cover **you** for the cost to repair or replace the **windscreen**:

- a. for **insured items** weighing in excess of 2 tonnes for the first loss in any one **policy period** to any **insured item** without the application of any **excess** up to a maximum of \$5,000 in the aggregate.
- b. for **insured item(s)** weighing 2 tonnes or under for the first loss in any one **policy period** to each individual **insured item** without the application of any **excess**.

24. Automatic hired in plant (blanket cover)

Where **you** hire in any **insured item**, provided that the **insured item** is not a **motor vehicle**, for which **you** assume responsibility, we will pay for any damage resulting from a sudden and unforeseen event.

Our total liability under this Additional Benefit will be \$100,000 in the aggregate for the **policy period**.

25. Personal accident – motor vehicles

We will pay **you** \$10,000 following the death of the driver of **your motor vehicle** resulting from an accident covered by this **policy** any one event.

26. Modification to motor vehicle

We will pay for costs incurred to modify **your motor vehicle** if its driver is permanently disabled as a direct result of injuries received in the accident up to a maximum of \$5,000 for any one event.

27. Employees' motor vehicles

We will include cover for **your** employee(s) owned **motor vehicle** while being used in connection with **your business** temporarily and with **your** consent. We will only pay for **insured damage** where the employees insurance **policy** fails to respond.

The maximum cover we will provide in respect of any one **motor vehicle** is \$50,000.

28. Fire brigade and or emergency services charges

Where any **insured items** have suffered **insured damage**, we will cover **you** in respect of the insureds legal liability for fire extinguishment costs charged by the Fire Brigade or Emergency Services costs, up to a maximum of \$25,000 in the aggregate during any one **policy period**.

29. Emergency repairs

Where **your insured item** is damaged and it is reasonably necessary to undertake emergency repairs to enable **you** to move the **insured item** to a place of safe keeping, we will reimburse **you** for the costs incurred by **you**, for the repairs undertaken.

Our total liability under this Additional Benefit will be \$25,000 for each and every claim.

30. General average and salvage charges

If an **insured item** is being transported by sea between places within Australia's coastal waters during the **policy period**, we will pay **your** contribution for general average and salvage charges where such maritime conditions apply up to the **sum insured** or the **market value**, whether or not loss or damage is suffered to the **insured item**.

31. Gates, ropes, chains and tarpaulins – motor vehicle

We will pay for any gates, ropes, chains and tarpaulins which are **accessories** to **your insured item** which is a **motor vehicle**, which are lost as a result of a covered theft claim of **your** entire **motor vehicle**.

Our maximum liability under this Additional Benefit is \$5,000 each and every claim.

32. Hire costs following theft or fire – 4wd's and utilities

Where **your insured item** is a **motor vehicle** that is a 4wd or utility and the loss or damage is caused by fire or theft, we will assist **you** in paying the cost of a replacement hire vehicle:

- a. for up to \$100 per day until recovery of the **motor vehicle** or settlement of the claim, whichever is the earlier, but no more than a total of \$3,000 per **motor vehicle** during the **policy period**; and
- b. provided the theft or fire has been reported to **us** and the police.

Additional charges incurred, other than the daily rental rate are excluded.

33. Additional accessories

We will pay in addition to the relevant **market value** or **sum insured**, any equipment or apparatus fitted to **your insured item**, including radio receivers, navigational equipment, remote devices or telephones (but excluding mobile phones), up to a maximum of \$25,000 each and every claim.

34. Damage to personal effects or personal property – motor vehicle

We will pay for personal effects or personal property belonging to **your** employee(s) which are:

- a. damaged in a collision involving **your motor vehicle** that is an **insured item**;
- b. stolen from **your** locked **motor vehicle**; or
- c. stolen at the same time as **your motor vehicle**.

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

- I. the cost of repair of the property (where repairable);
- II. the **market value** of the property immediately prior to the damage, destruction or loss where it is a **total loss**.

The maximum cover **we** will provide in respect of personal effects or personal property is \$5,000.

Section One – Optional Extensions

The following Optional Extensions are covered when stated on the **policy schedule** as ‘Covered’.

1. Agreed value

- a. The **sum insured** for an **insured item** will be the value **we** have agreed to before this **policy** was entered into, and after **you** have provided to **us** a valuation certificate dated less than 2 years from the commencement of the **policy period** for that **insured item**; and
- b. the section titled *What You are Covered for Under Section One, Basis of Settlement* is deleted and replaced with the following:

“Basis of Settlement

a. Repairable insured damage

If the **insured damage** can be repaired, **we** will pay the cost of repairs which would otherwise have to be borne by **you** and which are necessary to restore the **insured item** to its condition immediately before the **insured damage**, but not exceeding the **sum insured** and less any applicable **excess(es)**.

Where a claim is accepted by **us** the following costs are included in the amount **we** pay in addition to **your sum insured**:

- + the cost of towing the **insured item** to the nearest repairer, place of safety or to any other place which **we** agree;
- + the cost of dismantling and re-assembly incurred for the purpose of effecting the repairs;
- + charges for overtime and work on public holidays where necessarily and reasonably incurred, limited to 25% of the cost of the normal repair or \$10,000 whichever is the lesser;
- + overseas air freight by any recognised scheduled service and overseas labour including customs or excise duties if incurred for replacement unit or part, up to an amount not exceeding 20% of the **sum insured** for the **insured item** or \$25,000 whichever is the lesser.

b. Total loss

If the **insured damage** cannot be repaired, or where there has been a **total loss** of an **insured item** due to **insured damage**, **we** will pay the **sum insured**, less any applicable **excess(es)**.

2. Automatic additions increased sum insured

The section titled *Section One – Additional Benefits, Automatic Additions* is deleted and replaced with the following:

“**We** will cover **you** for **insured damage** occurring during the **policy period** within the **territorial limit** to newly purchased items of a similar kind to those currently insured by this **policy** and used for the purpose of performing work in the **business**, as if they were **insured items** for a maximum period of 90 consecutive days from **your** acquisition during the **policy period**.

Our liability in respect of such items will be the item’s current **market value** or the increased sub-limit specified in the **policy schedule** for this Optional Extension, less the premium that **we** will charge to cover the item during the 90 day consecutive period and any **excess(es)** applicable to **insured item(s)** of a similar kind.

Once **you**:

- a. give **us** notice of **your** acquisition of such items; and
- b. declare to **us** its **market value**; and
- c. agree to pay **us** any additional premium **we** ask for,

the item will be added to the Insured Items Schedule forming part of the **policy schedule** and the Basis of Settlement will apply from the date of such inclusion.”

3. Breakdown

We will cover the cost of repair or replacement of:

- a. the part of the **insured item** whose fault or defect has caused or resulted in **breakdown** of the **insured item** within the **territorial limit** during the **policy period**; and
- b. any other part of the **insured item** that incorporates, is incorporated in or is directly associated with the faulty or defective part referred to in a) that has been damaged or destroyed solely and exclusively by the failure of that faulty or defective part.

We will not cover the cost of repair or replacement to the extent that the loss or damage was caused or contributed to by **your** failure to maintain and service the **insured item** in accordance with its manufacturer’s specifications and requirements prior to the **breakdown**.

The exclusion set out in paragraph 6a) of the section titled *Exclusions Applicable to Section One* does not apply.

Basis of Settlement

The amount **we** will pay under this Optional Extension will be the cost of repair or replacement of the faulty or defective part referred to in a) and any other part referred to in b) above necessary to enable the **insured item** to resume normal functioning. **Our** maximum liability under this Optional Extension will be the lesser of:

- a. the cost of repairs up to the **sum insured** shown for the **insured item** for this Optional Extension in the **policy schedule**; or

- b. the manufacturer's or supplier's last published price for any part or component of the part that is no longer available;

less any applicable **excess(es)**.

4. Consequential additional costs

Applicable to Section One – Where a sub-limit is stated on the **policy schedule**, in the event of **insured damage** to an **insured item**, **we** will cover **you** for:

a. **Substitute Hire Costs (SHC):**

The costs necessarily incurred by **you** for each day to hire in a substitute item of the same type and capacity, as the **insured item** which has suffered **insured damage**, until:

- I. the **insured item** is repaired;
- II. the **insured item** is replaced; or
- III. the end of the **indemnity period** occurs, whichever is earlier.

The **excess(es)** specified for this Optional Extension in the **policy schedule** will apply;

or

b. **Ongoing Hire Costs (OHC):**

If the **insured item** which suffered **insured damage** was a **hired in insured item** or hired out under a **dry hire** agreement the continuing hire costs owed by/or payable to **you** under the terms of the hire agreement, for each day from the time of the **insured damage** until:

- I. the **insured item** is repaired;
- II. the **insured item** is replaced;
- III. the expiry date of the hire agreement in force immediately prior to the **insured damage**; or
- IV. the end of the **indemnity period** occurs, whichever is earlier.

The **excess(es)** specified for this Optional Extension in the **policy schedule** will apply;

or

c. **Finance Payment Protection (FPP):**

If:

- I. a substitute **insured item** is not able to be sourced; and
- II. the **insured item** was not a **hired in insured item** or on **dry hire** (i.e. neither SHC or OHC applies); and
- III. **you** are making payments under a valid hire purchase, leasing or other formal financial agreement in respect of the **insured item** which has suffered the **insured damage**,

then **we** will cover those payments, by paying on a daily pro-rata basis the amount of the **actual finance payments**, for each day from the time of the **insured damage** until:

- I. the **insured item** is replaced;
- II. the **insured item** is repaired;
- III. the **insured item** is cash settled; or
- IV. the end of the **indemnity period** occurs, whichever is earlier.

The **excess(es)** specified for this Optional Extension in the **policy schedule** will apply.

Our maximum liability per **insured item** under this Optional Extension will not exceed the amount specified as the sub-limit for whichever is applicable of substitute hire costs, ongoing hire costs or finance payment protection for this Optional Extension in the **policy schedule**.

You must take all reasonable steps to comply with all reasonable requests from **us** with regard to minimising the period between the time of the **insured damage** and the repair, replacement or cash settlement of the **insured item**.

The exclusion set out in paragraph 2 of the section titled **Exclusions Applicable to Section One** does not apply.

5. Damage waiver protection

The cover set out in the section titled **Section One – Additional Benefits, Dry Hire** is extended to both **you** and the hirer if the hire agreement:

- a. is in writing and identifies the hirer, the **insured item**, the hire period and the hire fees; and
- b. contains a **damage waiver** that applies to the **insured damage**.

We will not cover:

- a. **you** for loss of the **insured item** by reason of theft by the hirer;
- b. the hirer for **insured damage** to which the **damage waiver** does not apply.

If **we** pay for any **insured damage** under this Optional Extension, **we** will be subrogated to **your** and the hirer's recovery rights, in respect of the **insured damage**.

6. Goods lifted – increased sublimit

Our total liability under the section titled **Section One – Additional Benefit, Damage to Goods Lifted** is deleted and replaced as follows:

"**Our** total liability under this Optional Extension will not exceed in the aggregate for the **policy period** the greater of:

- a. the increased sublimit specified in the **policy schedule** as the **sum insured** for this Optional Extension; or
- b. \$250,000.

The **excess(es)** specified for this Optional Extension per claim apply."

7. Hired in items (blanket cover)

We will cover the repair or replacement of any hired in item in the event that the hired in item suffers accidental, sudden and unforeseen physical loss, or damage during the **policy period** within the **territorial limit**, provided:

- a. **you** are responsible under the terms of the hire agreement for such loss or damage; and
- b. the hired in item must be of a similar or equivalent type to the **insured items** in the Insured Items Schedule of the **policy schedule**; and
- c. **our** liability in respect of such repair or replacement shall be subject to the **sum insured** specified for this Optional Extension in the **policy schedule** and will be calculated in accordance with the section titled *What You are Covered for Under Section One, Basis of Settlement*.

Our maximum liability under this Optional Extension is the amount specified in the **policy schedule** as the **sum insured** for this Optional Extension.

The premium adjustment condition will apply based upon **your** hire costs incurred during the **policy period**.

8. Increased cost of working

If the **business** is interrupted or interfered with as a consequence of **insured damage** to an **insured item** which is covered under this **policy** and for which **we** have admitted liability, **we** will cover **you** during the **indemnity period** for the **increased cost of working** resulting from such interruption or interference.

Conditions of this Optional Extension:

- a. **our** total liability for any **increased cost of working** for any one **policy period** will not exceed the amount specified in the **policy schedule** as the **sum insured** for this Optional Extension;
- b. in the event of a claim being made under this Optional Extension **you** must as soon as reasonably possible give **us** or **our** representative notification by telephone or email. If **you** do not notify **us** within a reasonable timeframe, **we** may reduce or deny **your** claim to the extent **we** are prejudiced by **your** delay;
- c. **you** will do all things reasonably practicable to minimise or avoid or diminish the loss.

We will not be liable for loss, damage or costs incurred by **you** during the **time excess**.

The **indemnity period** will be as specified in the **policy schedule** for this Optional Extension.

9. Loss of revenue

If the **business** carried out by **you**:

- I. is interrupted or interfered with as a consequence of **insured damage** to an **insured item**; and
- II. **we** have agreed to cover the **insured damage** under this **policy**,

we will cover **you** during the **indemnity period** for loss of **revenue** resulting from such interruption or interference.

Conditions of this Optional Extension:

- a. **our** total aggregate liability in respect of the whole **policy period** will not exceed the amount specified in the **policy schedule** as **sum insured** for this Optional Extension;
- b. **our** liability under this Optional Extension is limited to the loss of **revenue** and the amount payable will be limited to that portion of the loss of **revenue** affected by the **insured item** which has suffered **insured damage**;
- c. in the event of a claim being made under this Optional Extension **you** must as soon as reasonably possible give **us** or **our** representative notification by telephone or email. If **you** do not notify **us** within a reasonable timeframe, **we** may be entitled to reduce or deny **your** claim to the extent **we** are prejudiced by **your** delay; and
- d. **you** will do all things which may be reasonably practicable to minimise, avoid or diminish the loss.

We will not be liable for loss, damage or costs incurred by **you** during the **time excess**.

The **indemnity period** will be as specified in the **policy schedule** for this Optional Extension.

Section Two: Registered Insured Item Liability (Including Compulsory Third-Party Gap Cover)

This Section is operative only if the **policy schedule** shows this Section is "Insured".

In order to be sure that **you** are covered under this **policy**, **you** should always contact **us** for approval before **you** incur costs **you** wish to claim. If **you** do not, **we** will pay for costs incurred up to the amount **we** would have authorised had **you** asked **us** first.

Definitions Applicable to Section Two

The following words appear in **bold** and have a special meaning as defined below. These defined terms apply to Section Two only.

Airside Area means:

An area where airships and airplanes take off, land, taxi, load and/or unload, including runways, taxiways, aprons adjacent to runways and/or taxiways, air bridges and **aircraft** landing areas.

What You are Covered for Under Section Two

Scope of cover

If this Section is operative, **we** will cover **you** for the amount **you** may be legally liable to pay as compensation to a third party in respect of **personal injury** or **property damage** which:

- a. is caused by an **occurrence** which occurs during the **policy period** within the **territorial limit**; and
- b. arises from using, operating or towing a **registered insured item** which is a **motor vehicle**.

Where cover applies, **we** will defend in **your** name and on **your** behalf any claim seeking compensation against **you** alleging such **personal injury** and/or **property damage**, and **we** can make such investigation, negotiation and settlement of any claim as **we** deem appropriate.

We will not pay any compensation or defend any claim after the **limit of liability** has been exhausted. **We** will act reasonably having regard to **your** interests, and will keep **you** informed if **you** ask **us** to.

Maximum amount payable under Section Two

The maximum amount **we** will cover **you** for under Section Two in respect of all claims arising out of any one **occurrence** is the **limit of liability** less any applicable **excess(es)**.

Defence costs

Where cover applies, **we** will also cover **you** for **defence costs** in addition to the **limit of liability**. Where a payment for compensation to finalise a claim exceeds the **limit of liability** of this **policy**, **our** liability to pay **defence costs** shall be limited to such proportion of the **defence costs** as the **limit of liability** bears to the amount actually paid or payable for compensation.

Exclusions Applicable to Section Two

Section Two excludes any:

1. Liability if **you**:
 - a. carry or tow a load, except where covered under the section titled *Section Two – Additional Benefits, Your Liability as Principal*; or
 - b. carry a number of passengers,

in excess of that for which the **registered insured item** (or substitute item) was designed unless **you** can prove that the breach of these limitations was non-deliberate and clearly unintentional from **your** standpoint.
2. Liability caused by, arising out of, in connection with, or in respect of **property damage** to any property belonging to **you** or the **operator** or any property in **your** or the **operator's** physical or legal possession or control.

However, **we** will not treat **your** employees' or visitors' vehicles including their contents while contained within a car park owned, operated or provided by **you**, as property in **your** physical or legal possession or control.

3. Liability caused by, arising out of, in connection with or in respect of any **registered insured item**:
 - a. being used or operated in an unsafe or unroadworthy condition unless **you** can prove that such condition could not be reasonably detected by **you** and was non-deliberate and clearly unintentional from **your** standpoint;
 - b. which is or has been operated contrary to the manufacturer's guidelines and this contributed to the **insured damage**;
 - c. being used or operated in any experiment or type of test or in preparation for or involved in racing, speed testing, reliability trial, pace making, hill climbing, trial or demonstration other than for resale purposes on public roads;

- d. being used or operated for conveyance of passengers for hire, fare or reward;
- e. running on rails or which is not being run solely on solid ground;
- f. being **used as a working tool** or plant forming part of a **registered insured item** being **used as a working tool**. However, this exclusion 3f) does not apply while the **registered insured item** is travelling, transporting or carting goods on a public road;
- g. being used or operated in any **airside area** of an airport that handles commercial flights;
- h. being driven or operated by:
 - I. **you** or by any person with **your** consent who is not licensed under any relevant law to drive such a **registered insured item**;
 - II. any person who is not authorised, licensed or trained to operate the **registered insured item** under any relevant law;
 - III. anyone under the influence of any drug or intoxicating liquor at the time of the accident;
 - IV. anyone whose blood or urine alcohol reading exceeds the legal limit (subject to any laws to the contrary);
 - V. anyone who following an accident, refuses to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by the law of the State or Territory in which the accident occurred.

However **we** will cover **you** if **you** have allowed another person to drive or operate a **registered insured item** and **you** can prove that **you** were not aware that the **registered insured item** was being driven by, operated by or in charge of that person when they were so impaired, affected or unlicensed.

- 4. Liability caused by, arising out of, in connection with, or in respect of **personal injury** which is insured under any compulsory statutory insurance or scheme or accident compensation insurance or scheme, or would have been insured had **you** not failed to:
 - a. insure or register the **registered insured item**;
 - b. lodge a claim; or
 - c. comply with any term or condition of any such scheme.
- 5. Liability for which cover is provided, either in part or in whole, under Section Three where Section Three is shown as "Insured" in the **policy schedule**.
- 6. Asbestos
liability caused by, arising out of, in connection with or in respect of the use or presence of asbestos.

- 7. Dangerous goods
liability caused by, arising out of, in connection with or in respect of any **dangerous goods** transported or carried by or on behalf of **you**, except as provided under the section titled *Section Two – Additional Benefits, Dangerous Goods or Section Two – Optional Extensions, Dangerous Goods – Increased Sub limit* where this Optional Extension is covered under this **policy**.
- 8. Fines, Penalties and Certain Damages
 - a. fines or penalties;
 - b. aggravated, punitive and/or exemplary damages or any multiplication of compensatory damages or awards; or
 - c. liquidated damages.
- 9. Cyber
liability caused by or arising directly or indirectly out of or in connection with:
 - a. any access to or disclosure of any person's or organisation's confidential or personal information, including any **personally identifiable information**, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information; or
 - b. the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate any **computer system** or **electronic data**.

Section Two – Additional Benefits

We automatically give cover under the following Additional Benefits:

1. Automatic additions

If **you** give **us** details of any new or replacement **registered insured item**, within 90 days of its purchase or lease, **we** will cover **you** from the date of purchase or lease for the remainder of the **policy period**, and **you** agree to pay any additional premium **we** may require.

2. Cross liability

Where there is more than one legal entity forming part of **you**, each of **you** will be considered as a separate and distinct entity and cover under this **policy** will apply to each of **you** as if a separate **policy** had been issued to each of **you**.

The **limit of liability** always applies to all of **you** combined and not to each of **you** separately. This means the **limit of liability** is not increased in any way as a result of this Additional Benefit.

3. Dangerous goods

We will cover **you** for **your** legal liability to pay compensation in respect of **personal injury** or **property damage** and is caused by an **occurrence** which occurs during the **policy period** within the

territorial limit that is caused by or arises out of goods classified in classes 2, 3, 4, 5, 8 and 9 under The Australian Code for the Transport of Dangerous Goods by Road and Rail (or its equivalent or replacement thereof), whilst being transported or carried by or on behalf of **you** when using, operating or towing a **registered insured item** primarily as a **motor vehicle**, but only if such goods were transported or carried in accordance with the requirements of The Australian Code for the Transport of Dangerous Goods by Road and Rail (or its equivalent or replacement thereof).

Our maximum liability under this Additional Benefit shall not exceed \$1,000,000 in the aggregate for the **policy period**.

The exclusion set out in the section titled *Exclusions Applicable to Section Two, Dangerous Goods* does not apply.

4. Removal of debris

We will cover **you** up to a maximum of \$75,000 any one **occurrence** for the costs incurred to clean up or remove debris following a covered **occurrence** where goods have fallen or leaked from a **registered insured item** during the **policy period** within the **territorial limit**.

5. Substitute item

Any item being used by **you** as a substitute item, while any **registered insured item** is being serviced, repaired or cannot be used, shall be treated as a **registered insured item**, but only if one substitute item is being used at any one time in place of any one **registered insured item**.

6. Your liability as principal

Where **you** are the principal of any person performing work for or on behalf of **you** (referred to under this Additional Benefit as a 'contractor'), **we** will cover **you** for the amount for which **you** may be held legally liable to pay as compensation in respect of **property damage**:

- a. to property belonging to someone other than **you** or such contractor; and
- b. which is caused by an **occurrence** which occurs during the **policy period** within the **territorial limit** in connection with **your business**; and
- c. which arises from using, operating or towing any item similar in type to a **registered insured item** primarily used as a **motor vehicle** which:
 - I. is not owned or supplied by **you** or hired to **you**; and
 - II. is in the charge of or is being driven by such contractor or an employee of such contractor, as long as that person is authorised to use, operate or tow such item for or on behalf of **you**.

Section Two – Optional Extensions

The following Optional Extension is only covered when stated on the **policy schedule**.

1. Dangerous goods – increased sub limit

Our total liability under the section titled *Section Two – Additional Benefits, Dangerous Goods* is deleted and replaced as follows:

"**Our** maximum liability under this Optional Extension shall not exceed in the aggregate for the **policy period**:

- a. the increased sublimit specified in the **policy schedule** for 'Dangerous Goods' Optional Extension; or
- b. \$1,000,000,

whichever is the greater."

Section Three: Broadform Liability

This Section is operative only if the **policy schedule** shows this Section is “Insured”.

In order to be sure that **you** are covered under this **policy** **you** should always contact **us** for approval before **you** incur costs **you** wish to claim. If **you** do not, **we** will pay for costs incurred up to the amount **we** would have authorised had **you** asked **us** first.

Definitions Applicable to Section Three

The following words appear in **bold** and have a special meaning as defined below. These defined terms apply to Section Three only.

Hovercraft means:

Any vessel, craft or vehicle that is able to travel across both land and water on a fan-forced cushion of air.

Personal Injury to Contractors, Sub-contractors or Labour Hire Excess means:

The amount stated in the **policy schedule** which is payable by **you** in respect to **personal injury** to any person whilst working for or on **your** behalf who was engaged as a contractor, sub-contractor or supplied through a labour hire agency, group training company or similar.

PFAS means:

One of the hydrogen substituents has been replaced by a fluorine atom or is a per- or polyfluoroalkyl ether-based substance. Solely for purposes of this **policy**, “PFAS” also includes, in addition to all substances described in the preceding sentence (along with each substance’s conjugate acid and any salts, derivatives, isomers, or combinations thereof), perfluorooctanoic acid (“PFOA”), per- and polyfluoroalkyl acids (and any salts thereof), per- and polyfluoroalkyl halides, per- and polyfluoroalkyl alcohols, per- and polyfluoroalkyl olefins, per- and polyfluoroalkane sulfonyl fluorides (including any acids and salts thereof), perfluoroalkyl iodides, per- and polyfluoroalkyl ether-based substances, fluoropolymers, perfluoropolyethers, per- and polyfluoroalkanes, side-chain fluorinated aromatics, per- and polyfluorinated phosphates and phosphonates, per- and polyfluorinated sulfonamides, per- and polyfluorinated urethanes, and chemical precursors and degradation products of all such substances, including fluorinated monomers, polymers and side-chain fluorinated polymers and metabolites of all such substances.

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. Waste includes material to be recycled, reconditioned or reclaimed.

Underground Services means:

Any underground pipes, ductwork, mains, wires, fibre optic and/or other cables, conduits and their supports.

Watercraft means:

Any vessel, craft or vehicle designed to float on or in, or travel on or through, water.

What You are Covered for Under Section Three

Scope of cover

If this Section is operative, **we** will cover **you** for the amount **you** may be legally liable to pay as compensation in respect of **personal injury** or **property damage** to a third party which is caused by an **occurrence** which occurs during the **policy period** within the **territorial limit** in connection with **your business**.

Where cover applies, **we** will defend in **your** name and on **your** behalf any claim seeking compensation against **you** alleging such **personal injury** and/or **property damage** and **we** can make such investigation, negotiation and settlement of any claim as **we** deem appropriate.

We will not pay any compensation or defend any claim after the **limit of liability** has been exhausted. **We** will act reasonably having regard to **your** interests, and will keep **you** informed if **you** ask **us** to.

Maximum amount payable under Section Three

The maximum amount **we** will cover **you** for under Section Three in respect of all claims arising out of any one **occurrence** is the **limit of liability**.

The maximum amount **we** will cover **you** for during the **policy period** for all claims arising out of or in any way connected with **your products** is the **limit of liability**.

Defence costs

Where cover applies, **we** will also cover **you** for **defence costs** in addition to the **limit of liability**. Where a payment for compensation, to finalise a claim, exceeds the **limit of liability** of this **policy**, **our** liability to pay **defence costs** shall be limited to such proportion of the **defence costs** as the **limit of liability** bears to the amount actually paid or payable for compensation.

However, with respect to:

- a. any claim that is subject to the legal jurisdiction of the United States of America or Canada (or any other territory coming within or subject to the jurisdiction of the United States of America or Canada); or
- b. any liability in respect of **personal injury** and/or **property damage** occurring in the United States of America or Canada (or any other territory coming within or subject to the jurisdiction of the United States of America or Canada),

defence costs are included within the **limit of liability** and are not payable by **us** in addition to the **limit of liability**.

Exclusions Applicable to Section Three

Section Three excludes any:

1. Aircraft products

Liability caused by, arising out of, in connection with or in respect of **your products** that are incorporated into the structure, machinery or control of any **aircraft** with **your** knowledge.

2. Assault or battery

Liability caused by, arising out of, in connection with or in respect of any assault or battery committed by **you** or at **your** direction, unless it was committed for the purpose of preventing or eliminating **personal injury** and/or **property damage**.

3. Cranes

Liability caused by, arising out of, in connection with, or in respect of the operation of a crane that is in an unsafe condition, or where all law, bylaw, regulation and recognised standard for the operation of the crane or for safety of persons or property, in the relevant State or Territory, has not been observed.

4. Defamation

Liability caused by or arising out of, in connection with or in respect of the publication of defamatory or disparaging material and/or the utterance of defamatory or disparaging statements:

- a. made before the commencement of the **policy period**;
- b. made by **you**, or at **your** direction, with knowledge of its falsity; or
- c. if **you** are in the **business** of publishing, advertising, broadcasting or telecasting.

5. Discrimination and harassment

Liability caused by, arising out of, in connection with or in respect of any discrimination or harassment in violation of any legislation.

6. Exports to USA and/or Canada

Liability caused by, arising out of, in connection with or in respect of any **products** exported to the United States of America or Canada (or any other territory coming within or subject to the jurisdiction of the courts of the United States of America or Canada) with **your** knowledge.

7. Foreign non-admitted cover

Liability under the law of any country, state or territory (outside the Commonwealth of Australia) that requires such liability to be insured or secured with an **insurer** or organisation licensed in that country, state or territory to grant such insurance or security.

8. Motor vehicle

Liability:

- a. caused by, arising out of, in connection with or in respect of **personal injury**, which is insured under any compulsory statutory insurance or scheme or accident compensation insurance or scheme, or would have been so **insured** but for the failure to:
 - I. insure or register the **motor vehicle**;
 - II. lodge a claim; or
 - III. comply with any term or condition of any such scheme; or
- b. in connection with or in respect of **property damage** caused by, arising out of, in connection with or in respect of the ownership, use or operation by **you** or on **your** behalf of any **motor vehicle** that is required by law to be registered or to have compulsory statutory third-party bodily injury insurance. If indemnity is not available under any other insurance or fund, this exclusion 8b) will not apply to **your** liability in respect of **property damage**:
 - I. arising from the actual **loading and unloading**, delivery or collection of goods from a **motor vehicle**; or
 - II. arising when a **motor vehicle** is used as a **working tool** at **your** premises or at any site where **you** are working, provided that no cover is available when the **motor vehicle** is:
 - travelling to or from a location where it is/was to be used as a **working tool**; or
 - used only for the transportation or haulage of goods.

9. Product recall and repair

Liability:

- a. for the cost of recall, withdrawal from sale, inspection, repair or replacement of **your products**;
- b. for the cost of investigation into the cause of any defect in **your products**; or
- c. caused by, arising out of, in connection with or in respect of the loss of use of **your products**.

10. Professional liability

Liability caused by, arising out of, in connection with or in respect of the rendering of or failure to render professional advice or service, given for a fee, by or on behalf of **you** or any error or omission.

11. Property damage to your products

Liability in respect of **property damage** to **your products** if such **property damage** is attributable to any defect in or harmful nature or unsuitability of **your products**.

12. Property in your physical or legal possession or control

Liability caused by, arising out of, in connection with or in respect of **property damage** to:

- a. any property while being lifted, lowered or suspended by or from any item whatsoever; or
- b. any other property belonging to **you** or the **operator**; or
- c. any property in **your** or the **operator's** physical or legal possession or control, except to the extent cover is provided under the section titled *Section Three – Additional Benefits, Property in Your Physical or Legal Possession or Control (Care, Custody and Control)* or the section titled *Section Three – Optional Extensions, Property In Your Physical or Legal Possession or Control (Care, Custody and Control) – Increased Sub Limit* where this Optional Extension is covered under this policy.
- d. any **hired in insured item**.

However, **we** will not treat **your** employees' or visitors' vehicles including their contents while contained within a car park owned, operated or provided by **you**, as property in **your** physical or legal possession or control.

13. Watercraft liability

- a. Liability caused by, arising out of, in connection with, or in respect of the ownership, use or operation by or on behalf of **you** of any **watercraft** greater than eight metres in length, except whilst stored on land; or
- b. liability in respect of **property damage** to **watercraft** in **your** physical or legal possession or control, where the **watercraft** is greater than eight metres in length, except whilst stored on land.

14. Aircraft and hovercraft

Liability caused by, arising out of, in connection with or in respect of:

- a. the ownership, possession, maintenance, repair, operation or use by **you** or on **your** behalf; or
- b. any of **your products** which are incorporated into the structure, machinery or controls,

of any **aircraft** or **hovercraft**.

15. Asbestos

Liability caused by, arising out of, in connection with or in respect of the use or presence of asbestos.

16. Assumed liability and waiver

Liability:

- a. assumed by **you** under any warranty, guarantee, contract or agreement. This exclusion 16a) does not apply to:
 - I. liability assumed by **you** under any lease of real or personal property or premises, other than any liability arising from **your** failure to effect material damage insurance as required under such lease;
 - II. liability assumed by **you** under a warranty of fitness or quality as regards **your products**; or
 - III. liability that would have attached to **you** in the absence of such warranty, guarantee, contract or agreement; or
- b. in respect of which **you** would have been entitled to recover damages or seek contribution from another party but for **your** agreement to release or waive recovery rights against such party for the whole or part of such liability.

This exclusion does not apply in respect of any liability assumed from or recovery rights waived against the other contracting party(ies) under any **covered contracts**.

17. Dangerous goods

Liability caused by, arising out of, in connection with or in respect of any **dangerous goods** transported or carried by or on behalf of **you**.

18. Employer's liability / workers' compensation

Liability in respect of **personal injury** to any of **your** workers or employees or any person deemed to be **your** worker or employee under the relevant workers' compensation law (other than any person of whom **you** are a deemed employer by reason only of section 175 of the *Workers' Compensation and Injury Management Act 1981* (WA) or any succeeding, amendment, replacement or equivalent legislation to that Act).

This exclusion does not apply to any liability in respect of **personal injury**:

- a. to any person who is not deemed to be **your** worker or employee under the relevant workers' compensation law;
- b. which is not covered under any insurance, scheme or fund **you** are required by law to effect, establish or fund; or
- c. where **you** have not effected, established or funded such an insurance, scheme or fund, which would not have been covered under insurance, scheme or fund **you** are required by law to so insure or fund had **you** complied with such requirement.

19. Faulty workmanship

Liability to perform, complete, repair or rectify any work undertaken by or on behalf of **you**, or to pay the cost of performing, completing, repairing or rectifying such work.

20. Fines, penalties and certain damages

Liability in connection with any:

- a. fines or penalties;
- b. aggravated, punitive and/or exemplary damages or any multiplication of compensatory damages or awards; or
- c. liquidated damages.

21. Insured items

Liability for the cost of repairing or replacing any of the **insured items**.

22. Loss of use of property

Liability in connection with or in respect of any loss of use of property that has not been physically damaged, lost or destroyed, caused by or arising out of:

- a. a delay in, or lack of, performance, by or on behalf of **you**, of any contract or agreement; or
- b. the failure of **your products** to meet any warranties or representations as to performance, fitness, quality or durability.

23. Pollution liability

Liability:

- a. in connection with or in respect of the cost of preventing discharge, dispersal, release or escape of **pollutants**;
- b. caused by, arising out of, in connection with or in respect of any discharge, dispersal, release or escape of **pollutants**; or
- c. in connection with or in respect of the cost of testing, monitoring, containing, removing, cleaning up or neutralising **pollutants**.

Exclusions 23b) and 23c) shall not apply where discharge, dispersal, release or escape of **pollutants** is caused by a sudden, identifiable, accidental, unexpected and unintended happening outside the United States of America or Canada (or any state or territory administered by or coming within the legal jurisdiction of the United States of America or Canada) and which takes place in its entirety at a specific time and place.

24. Underground services

Liability in respect of **property damage** to any **underground services**. This exclusion does not apply if **you** took all of the following precautions prior to any digging or excavation:

- a. obtain up to date/relevant written details or plans of the position of any **underground services** from the relevant authority, owner or user;
- b. use such details or plans, taking adequate care, to locate the position of any **underground services**; and
- c. take adequate care when working around or near any **underground services** to avoid contact or impact with the **underground services**. Adequate care includes, where possible, following relevant State guidelines on safe work practice in that State.

25. PFAS

Liability or any other loss, cost, damage, expense, injury, claim or suit, or allegations thereof, caused by, arising out of, or resulting directly or indirectly, in whole or in part, from **PFAS** or the **PFAS** content of any substance or product.

The addition of this exclusion does not imply that other **policy** provisions, including but not limited to any pollution exclusion, do not exclude coverage for **PFAS**-related liability or any other loss, cost, damage, expense, injury, claim or suit, or allegations thereof.

26. Cyber

Liability caused by or arising directly or indirectly out of or in connection with:

- a. any access to or disclosure of any person's or organisation's confidential or personal information, including any **personally identifiable information**, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information; or
- b. the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate any **computer system** or **electronic data**.

Section Three – Additional Benefits

If this Section is operative, **we** automatically give cover under the following Additional Benefits.

1. Cross liability

Where there is more than one legal entity forming part of **you**, each of **you** will be considered as a separate and distinct entity and cover under this **policy** will apply to each of **you** as if a separate **policy** had been issued to each of **you**.

The **limit of liability** always applies to all of **you** combined and not for each of **you** separately. This means the **limit of liability** is not increased in any way as a result of this Additional Benefit.

2. First aid expenses

We will cover **you** for the expenses reasonably incurred by **you** for first aid given to others at the time such **personal injury** first occurs where there is a covered claim for **personal injury**.

3. Property in your physical or legal possession or control (care, custody and control)

We will cover **you** for **your** legal liability to pay compensation that is caused by an **occurrence** within the **territorial limit** in connection with **your business** in respect of **property damage** to any property not belonging to **you** or the **operator** that is in **your** or the **operator's** physical or legal possession or control.

Our maximum liability under this Additional Benefit shall not exceed \$250,000 in the aggregate for the **policy period**.

4. Vibration and removal of support

We will cover **you** for **your** legal liability to pay compensation in respect of **property damage** first occurring during the **policy period** that is caused by an **occurrence** within the **territorial limit** in connection with **your business** in connection with:

- a. vibration; or
- b. removal or weakening of, or interference with support to land, buildings or any other property.

Our maximum liability under this Additional Benefit shall not exceed \$1,000,000 in the aggregate for the **policy period**.

5. Watercraft

We will cover **you** for **watercraft** less than eight metres in length in **your** physical or legal possession or control. **Our** maximum liability under this Additional Benefit, shall not exceed \$100,000.

Section Three – Optional Extensions

Provided this Section is operative, the Optional Extensions below are operative only if specified as covered in the **policy schedule**.

1. Property in your physical or legal possession or control (care, custody and control) – increased sub limit

Our total liability under the section titled *Section Three – Additional Benefit, Property In Your Physical or Legal Possession or Control (Care, Custody and Control)* is deleted and replaced as follows:

Our maximum liability under this Optional Extension shall not exceed in the aggregate for the **policy period**:

- a. the amount specified in the **policy schedule** as the sub-limit for Care, Custody and Control Extension; or
- b. \$250,000,

whichever is the greater.

2. Vibration and removal of support – increased sub limit

Our total liability under the section titled *Section Three – Additional Benefit, Vibration and Removal of Support* is deleted and replaced as follows:

Our maximum liability under this Optional Extension shall not exceed in the aggregate for the **policy period** the amount specified in the **policy schedule** as the sub-limit for the Vibration and Removal of Support Optional Extension.

Claims Conditions and Repairs Procedures – All Sections

What You Must Do

In order to be sure that **you** are covered under this **policy you** should always contact **us** for approval before **you** incur costs **you** wish to claim. If **you** do not, **we** will pay for costs incurred up to the amount **we** would have authorised had **you** asked **us** first.

Claims and repair procedures

In the event of any incident which might give rise to a claim under this **policy, you** must:

- + notify **us** as soon as reasonably possible and provide to **us** full details in writing as soon as possible after the happening of any accident or **occurrence**, which may become the subject of a claim under this **policy**. If **you** do not, **we** may reduce or refuse **your** claim to the extent **we** are prejudiced by **your** delay. **We** may also ask **you** to complete a claim form;
- + notify the police as soon as reasonably possible if **your insured item** or any of **your** property is stolen or maliciously or intentionally damaged;
- + supply **us** with all information and documentary evidence **we** reasonably require to settle or defend the claim;
- + take all reasonable steps to preserve any parts damaged and make those parts available for inspection by **us** or **our** representative, and contact **us** or **our** representative before disposing of any damaged parts;
- + take all reasonable steps to minimise any interruption of or interference with the **business**, or to avoid or diminish the loss;
- + notify **us** of any other insurance covering the same loss, damage or liability;
- + take reasonable steps to co-operate with **us** in any action **we** take if **we** have a right to recover any money payable under this **policy** from any other person;
- + give **us your** rights to conduct, defend or settle any legal action and to act in **your** name. **You** must not do anything which prevents **us** from doing this. **We** will act reasonably having regard to **your** interests, and will keep **you** informed if **you** ask **us** to;
- + send to **us** as soon as reasonably possible any letter or communication from other parties. If **you** do not, **we** may reduce or refuse **your** claim to the extent **we** are prejudiced by **your** delay;
- + tell **us** as soon as reasonably possible of any notice of impending prosecution or details of any inquest or official inquiry. If **you** do not, **we** may reduce or refuse **your** claim to the extent **we** are prejudiced by **your** delay; and
- + take reasonable steps to give **us** all information and assistance related to **your** claim that **we** may reasonably require to handle any claim that **you** make under this **policy**.

Please notify 360 Plant and Equipment claims at the contact details below:

Suite 1, Level 18, 201 Kent Street
Sydney NSW 2000
Telephone. 1800 411 580
Email. peclaims@360uw.com.au

In having **your** property or **insured items** repaired under this **policy, you** have a choice of repairer.

Claims Conditions

Insurance cover will cease for any **insured item** which has sustained damage and where it is operated without being properly repaired.

Where a claim for an **insured item** that **we** determine is a **total loss, we** will retain all rights to the **insured item** and its salvage value.

What you must not do

Except as provided below, in the event of an incident that may give rise to a claim, **you** should not, without **our** written consent:

- + make any admission of guilt or promise or offer of payment;
- + incur any costs or expenses in respect of any right or claim which may be the subject of a claim by **you** against **us** under this **policy**; or
- + authorise repairs to **your insured item**.

If **you** do any of the above, **we** may reduce or refuse **your** claim to the extent **we** are prejudiced by **your** admission, promise, offer, incurring costs or authorisation.

Where the claim relates to loss or damage to a **windscreen, you** may authorise the fitting of an identical replacement **windscreen** without **our** prior consent.

Where the claim is for **insured damage** to an **insured item you** may authorise repairs as per the section titled *Section One – Additional Benefit, Expediting Costs*.

What we do

We may:

- + having regard to **your** interests and acting reasonably take over and conduct the defence or settlement of any claim on **your** behalf; and/or
- + issue legal proceedings for recovery of any amount **we** may pay to **you** or on **your** behalf.

If **we** do this, **we** will do it in **your** name. **We** have full discretion in the conduct of any legal proceedings and in the settlement of any claim. **You** must provide all reasonable co-operation by giving **us**

any statements, documents or assistance **we** reasonably require relating to the claim. This may include giving evidence in any legal proceedings. **We** will act reasonably having regard to **your** interests, and will keep **you** informed if **you** ask **us** to.

What can affect a claim?

We will reduce the amount of a claim by the applicable **excess(es)** shown in this **policy** or on the **policy schedule**. **We** may refuse to pay a claim if the **insured** is in breach of the duty of disclosure or **you** breach any of the conditions of this **policy**, including any **endorsements** noted on or attached to the **policy schedule** to the extent **we** are prejudiced by **your** noncompliance.

We pay only once for loss or damage from the same event covered by this **policy** even if it is covered under more than one Section of this **policy**, in which case the highest applicable benefit will be payable.

We may be entitled to refuse to pay or to reduce the amount of a claim if:

- + it is in any way fraudulent; or
- + any fraudulent means or devices are used by **you** or anyone acting on **your** behalf to obtain any benefits under this **policy**.





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Plant & Equipment

Suite 1, Level 18
201 Kent Street
Sydney, NSW 2000

