

# Equipment Breakdown

Policy wording





# Vero Equipment Breakdown Policy Wording

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# Welcome to Vero

Vero Insurance Limited ABN 48 005 297 807, AFS Licence No. 230859 is the insurer and issuer of this Policy. Vero is part of the Suncorp Group.

Vero is part of a group that can trace its origins back to 1833 in Australia. Since then we have successfully protected our customers' personal and business assets by operating with a depth of knowledge and a reputation for promises kept. Built on these solid foundations, Vero now provides dynamic and forward thinking solutions for all our customers.

In return for payment of the Premium and subject to all the Terms, Exclusions, Provisions, Conditions, Endorsements and Limitations of this Policy, We hereby agree to provide the insurance as stated herein.

# Important notices affecting this policy

## 1. Your duty of disclosure

Before You enter into a contract of general insurance with Us, You have a duty, under the Insurance Contracts Act 1984, to disclose to Us every matter, including claims, that You know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of insurance and, if so, on what terms.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate a contract of general insurance. Your duty however does not require disclosure of any matter:

- (a) that diminishes the risk to be undertaken by Us;
- (b) that is of common knowledge;
- (c) that We know or, in the ordinary course of Our business ought to know;
- (d) in respect of which We have waived Your duty.

### Non-disclosure

If You fail to comply with Your duty of disclosure, We may be entitled to reduce Our liability under the contract in respect of a claim or may cancel the contract.

If Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

## 2. Interested parties

Subject to the Insurance Contracts Act 1984 (Cth), We will not insure the interests of any person except for those interests that are stated in this Policy, unless You have notified Us in writing of such interest, and the interest has been noted in the Schedule.

## 3. Parties to this policy

Where shown in this Policy:

We/Us/Our means Vero Insurance Limited ABN 48 005 297 807.

You/Your means any person, company or legal entity shown in the Schedule as the Insured.

## 4. Payment of premium

The premium is the amount You pay to obtain insurance cover. Your Schedule shows the amount of premium. You must pay the premium including any amounts for or on account of charges or taxes shown on Your Schedule. If You do not pay the premium You have no insurance coverage under this Policy.

## 5. Privacy statement

The Privacy Act 1988 (Cth) requires Us to inform You that:

### Purpose of collection

Personal information is information about an identifiable individual and includes facts or an opinion about You which identifies You or by which Your identity can be reasonably determined. The collection of Your personal information is essential to enable Us to conduct Our business of offering and providing You with Our range of financial products and services. We collect personal information for the purpose of:

- (a) identifying You when You do business with Us;
- (b) establishing Your requirements and providing the appropriate product or service;
- (c) setting up, administering and managing Our products and services;
- (d) assessing and investigating, and if accepted managing a claim made by You under one or more of Our products;
- (e) improving Our financial products and services, including training and developing Our staff and representatives.

We may be required by Anti-Money Laundering/Counter Terrorism Financing legislation to collect Your personal information.

### Consequences if information is not provided

If We request personal information about You and You do not provide it, We may not be able to provide You with the financial product or service that You request, provide insurance cover, manage or pay any claim under an insurance policy, manage Your product or provide any benefits, or provide You with the full range of services We offer.

## Disclosure

We use and disclose Your personal information for the purposes We collected it.

We may also use and disclose Your personal information for a secondary purpose related to the purpose for which We collected it, where You would reasonably expect Us to use or disclose Your personal information for that secondary purpose. In the case of sensitive information, any secondary purpose, use or disclosure will be directly related to the purpose of collection.

When necessary and in connection with purposes listed above, We may disclose Your personal information to and/or collect Your personal information from:

- (a) other companies within the same Group;
- (b) where required or authorised under Our relationship with Our joint venture companies;
- (c) information technology providers, including hardware and software vendors and consultants such as programmers;
- (d) customer research organisations;
- (e) intermediaries including a representative acting on Your behalf, other Australian Financial Services Licensee or Our authorised representatives and Our agents;
- (f) where you are an insured person and not the policy holder, We will disclose to the policy holder;
- (g) government, law enforcement or statutory bodies;
- (h) the Financial Ombudsman Service;
- (i) other insurers, financial institutions, insurance and claims reference agencies, credit agencies, loss assessors, financial or investigative service providers;
- (j) legal and other professional advisers;
- (k) hospitals, medical and health professionals;
- (l) research and development service providers;
- (m) printers and mail service and delivery providers for the mailing of statements, insurance policy documents and marketing material; and
- (n) imaging and document management services.

## Disclosure overseas

There are also instances where We may have to send Your personal information overseas or collect personal information from overseas. These instances include:

- (a) sending Your personal information to companies in the same Group;
- (b) when You have asked Us to do so;
- (c) when We are authorised or required by law to do so;
- (d) when We have outsourced a business activity or function to an overseas service provider with whom We have a contractual arrangement;
- (e) certain electronic transactions; or
- (f) when it is necessary in order to facilitate a transaction on Your behalf.

We will only send Your personal information overseas or collect personal information about You from overseas for the purposes in this statement and in compliance with the privacy regime.

## Access

You can request access to the personal information We hold about You by contacting Us.

In some circumstances, We are able to deny Your request for access to personal information. If We deny Your request for access, We will tell You why.

If accessing Your personal information will take an extended period of time, We will inform You of the likely delay. For more detailed requests for access to personal information, for example, access to information held in archives, a fee may be charged to cover the associated cost of retrieval and supplying this information.

## Marketing

We would like to use and disclose Your personal information to keep You up to date with the range of products and services available from Us and other companies within the same Group. Generally, Our companies in the Group will use and disclose Your personal information for the Group's marketing purposes.

If You do not want Us to use and disclose Your personal information for the purpose of marketing products and services to You, You should contact and tell Us.

## Contact

Please contact Us to:

- (a) change Your mind at any time about receiving marketing material;
- (b) request access to the personal information We hold about You; or
- (c) obtain more information about Our privacy practices by asking for a copy of Our Privacy Policy;

You can contact Us by sending a letter to

The Privacy Officer  
GPO Box 3999  
Sydney NSW 2001

Our Privacy Policy can also be found on Our website at  
[http://www.suncorp.com.au/suncorp/legal/privacy\\_policy.aspx](http://www.suncorp.com.au/suncorp/legal/privacy_policy.aspx)

## 6. General Insurance Code of Practice

We adopt the General Insurance Code of Practice developed by the Insurance Council of Australia. The Code is designed to promote good relations and good insurance practice between insurers, intermediaries and consumers. The Code sets out what We must do when dealing with You. Please contact Us if You want more information about this Code.

## 7. Our complaints handling procedure

### Resolving your complaints

If You think We have let You down in any way, or Our service is not what You expect (even if through one of Our agents or representatives), please tell Us so We can help. You can tell Us by phone, in writing or in person. Should You tell Us in writing it will help to send Us the full details of Your complaint together with any supporting documents and an explanation of what You want Us to do. If You would like to come in to talk to Us face to face, please call and We will arrange an appointment for a meeting.

### What We will do to resolve Your complaint

When You first let Us know about Your complaint or concern the person trying to resolve Your complaint will listen to You, consider the facts and contact You to resolve Your complaint as soon as possible, usually within 24 hours. If You are not satisfied with this person's decision on Your complaint, then it will be referred to Our relevant Operational Manager, who will contact You within 5 working days. Should You not be satisfied with the Operational Manager's decision, then it will be referred to Our General Manager (or their delegate). We will send You Our final decision within 15 working days from the date You first made Your complaint.

### What if You are not satisfied with our final decision?

We expect Our procedures will deal fairly and promptly with Your complaint. However if You are not satisfied with Our final decision You can choose to have the matter referred externally.

The external avenues will depend on the nature of Your complaint but may include Financial Ombudsman Services or Legal action.

## 8. How to make a claim

If you need to make a claim against this Policy, please refer to Section F, Condition 5.

## 9. Goods and Services Tax

As part of the Premium, We will charge You an amount on account of GST.

You must inform Us of the extent to which You are entitled to an input tax credit for that GST amount each time that You make a claim under this Policy. No payment will be made to You for any GST liability that You may acquire on the settlement of a claim if You do not inform Us of Your entitlement or correct entitlement to an input tax credit.

Despite the other provisions of this insurance (including provisions in this Policy Wording, any Schedule and any Endorsement), Our liability to You will be calculated taking into account:

- (a) any input tax credit to which You are entitled for any acquisition which is relevant to Your claim, or to which You would have been entitled were You to have made a relevant acquisition; and
- (b) (also for claims for Interruption Insurance only) the GST exclusive amount of any supply made by Your Business which is relevant to Your claim.

If Your Limit of Liability or Policy limit is not sufficient to cover Your loss, We will only pay GST (less any relevant input tax credit) that relates to Our proportion of Your loss. We will pay that GST amount in addition to Your Limit of Liability or Policy limit.

"GST", "input tax credit", "acquisition" and "supply" have the meaning given in the "A New Tax System (Goods and Services Tax) Act 1999".

## 10. Coinsurance

Certain Coverages, Deterioration of Specified Property and Interruption Insurance contain coinsurance or underinsurance clauses that may limit the amount that We pay when You have a claim. This will only happen if You understate a Limit of Liability or declared value.

### Example for deterioration of Specified Property.

You insure Specified Property to a Limit of Liability of \$1,000,000.

Damage to Specified Property amounting to \$400,000 occurs from an event covered by this Policy.

The insurable value of Specified Property at the commencement of the Period of Insurance calculated in accordance with the Coverage was \$1,500,000.

The coinsurance percentage for Specified Property is 80%.

Coinsurance applies because the declared value or Limit of Liability is less than 80% of the insurable value calculated in accordance with the Coverage applicable.

$$\text{Claim payment} = \frac{\$1,000,000 \times \$400,000}{\$1,500,000 \times 80\%} = \$333,333$$

In this example, We would pay \$333,333 for the cost to reinstate Your Specified Property, subject to the application of any Deductible.

## 11. Headings

Headings have been included for ease of reference, but do not form part of this Policy.



# Section A. Property damage

## Coverage A1. Equipment breakdown

### 1. Coverage agreement

We agree that if during the Period of Insurance a Breakdown shall occur to Equipment which is in use or connected ready for use at a Situation, specified in the Schedule, We will pay for loss:

- (a) to Equipment resulting from such Breakdown; and
- (b) other Insured Property directly damaged by the Breakdown.

### 2. Basis of settlement

Our liability under Section A for loss to Insured Property is as follows:

- (a) on Equipment and other Insured Property, except as for in b) and c) below, the lesser of the cost at the time of the Breakdown,
  - (i) to repair the damaged property; or
  - (ii) to replace the damaged property with similar (not necessarily new) property of like kind, capacity, size, quality and function.

Included in these costs will be the reasonable and necessary cost of cleaning, storing, recycling or replacing any gas or fluid used as transfer or insulating media in the operation of the Insured Property.

- (b) on Media and Electronic Data, the cost of blank material plus the cost of transcription from duplicates or from originals;
- (c) on exposed film, records, manuscripts, drawings and other valuable papers and records, the cost of blank material and cost of transcription from duplicates or from originals.

We shall not be liable for:

1. more than the amount actually expended by You;
2. the cost incurred in repairing or replacing any part or parts of a piece of damaged Insured Property which is greater than the cost of repairing or replacing the property in its entirety;
3. more than the cost that would have been incurred to replace the damaged Insured Property with other property of like kind, capacity, size, quality, condition and function in the event that replacement is by property of a better kind or quality or of a larger capacity or size; or
4. more than the cost that would be incurred to replace the damaged Insured Property at the same or an adjacent site;

If the damaged Insured Property is not repaired or replaced within twelve (12) months after the date of the Breakdown, unless being delayed due to the arrival of parts which are on order, We will only pay for the actual cash value of the damaged property, where the actual cash value is the cost of replacing the damaged property with property of similar kind, capacity, size, quality and function and we will consider such items as the age, condition and normal life expectancy of the damaged property in determining the quality.

### 3. Deductible

The amount of any compensation otherwise payable by Us for this Coverage shall be reduced by the Deductible.

### 4. Limit of liability

Our maximum liability under this Coverage shall not exceed the amount stated as the Limit of Liability in the Schedule against this Coverage for any One Breakdown, less the amount of the Deductible.

# Optional coverage A2 to Section A

The insurance provided under this Coverage is optional to Section A and only applies if it is specified in the Schedule and is subject to the terms and Conditions of this Policy, unless otherwise stated.

## Coverage A2. Electronic equipment - Fire and other perils

### 1. Coverage agreement

We agree that if during the Period of Insurance a Breakdown shall occur to an item of electronic Equipment or associated Media and Electronic Data, specified in the Schedule, and which is in use or connected ready for use at a Situation specified in the Schedule, We will pay for loss to the electronic Equipment and/or associated Media and Electronic Data resulting from such Breakdown.

### 2. Definitions

#### Breakdown

For the purpose of this optional Coverage A2 and in contradiction to what is contained in exclusion 4 and 7 in Section D, Exclusions, the definition of Breakdown is extended to include sudden and accidental damage caused by or resulting from:

- (a) fire, subterranean fire, smoke or soot;
- (b) earth movement, earthquake, landslide, mud flow, subsidence, landslip or volcanic eruption;
- (c) cyclone, tornado, hurricane, typhoon, storm, tempest, wind, hail, snow, ice, sleet, water, rainwater, water from or action of the sea, tsunامي, tidal wave, high water or flood, collapse of any building or structure;
- (d) water or other means used to extinguish a fire;
- (e) lightning;
- (f) theft, burglary or attempted theft or burglary;
- (g) impact by Vehicle or animal;
- (h) impact by watercraft, aircraft or other aerial devices or articles dropped therefrom;
- (i) explosion;
- (j) persons taking part in riot, civil commotion, sabotage, vandalism or malicious act.

### 3. Specific exclusion

We will not be liable for any loss, damage, cost or expense, caused directly or indirectly to any other Insured Property by the Breakdown, except to the items of electronic Equipment and/or associated Media and Electronic Data listed in the Schedule under this Coverage.

### 4. Deductible

The amount of any compensation otherwise payable by Us for this Coverage shall be reduced by the Deductible.

### 5. Limit of liability

Our liability for each respective item insured under this Coverage shall not exceed the amount stated as the Limit of Liability in the Schedule against that item. If the Limit of Liability for the item is less than the New Replacement Value of the item, Our liability shall be proportionately reduced. Our total liability shall be calculated as the sum of these liabilities resulting from any One Breakdown, less the amount of the Deductible.

New Replacement Value means the cost to replace the item of electronic Equipment with a new item of electronic Equipment, including costs for installation, testing, transportation and import duties, if applicable.

## Optional coverage A3 to Section A

The insurance provided under this Coverage is optional to Section A and only applies if it is specified in the Schedule and is subject to all the terms and Conditions of this Policy, unless otherwise stated.

### Coverage A3. Electronic equipment - Portable items during transit and temporary removal

#### 1. Coverage agreement

We agree that if during the Period of Insurance a Breakdown shall occur to any portable item of electronic Equipment or associated Media and Electronic Data, specified in the Schedule, and which occurs whilst the item is at any premise, or in transit between any premise, within the Commonwealth of Australia, We will pay for loss to the electronic Equipment and/or associated Media and Electronic Data resulting from such Breakdown.

#### 2. Additional extensions

For the purpose of this Coverage, Optional Coverage A2, Fire and other perils, shall automatically apply in full to all the items specified under this Coverage.

#### 3. Additional exclusions

We shall not be liable for any loss or damage:

- (a) due to theft or attempted theft while the item is unattended, unless the item is locked inside a building or out of sight inside a locked Vehicle;
- (b) whilst the item is installed in or carried in or on an aircraft, aerial device, waterborne vessel or craft, unless You carry the item as personal cabin baggage;
- (c) whilst the item is transported by any courier, freight, postal, transport or relocation company;
- (d) whilst the item is located or in use, under water, underground, or down hole, unless this Policy has been specifically endorsed to provide such cover; nor
- (e) whilst the item is at a premise, outside of a Situation, for the purpose of being serviced, repaired or altered.

#### 4. Deductible

The amount of any compensation otherwise payable by Us for this Coverage shall be reduced by the Deductible.

#### 5. Limit of liability

Our liability for each respective item insured under this Coverage shall not exceed the amount stated as the Limit of Liability in the Schedule against that item. If the Limit of Liability for the item is less than the New Replacement Value of the item, Our liability shall be proportionately reduced. Our total liability shall be calculated as the sum of these liabilities resulting from any One Breakdown, less the amount of the Deductible.

New Replacement Value means the cost to replace the item of electronic Equipment with a new item of electronic Equipment, including costs for installation, testing, transportation and import duties, if applicable.

## Section B. Optional coverages

Each Coverage provided in Section B is optional and only applies if it is specified in the Schedule and is subject to the terms and Conditions of this Policy, unless otherwise stated.

### Coverage B1. Deterioration of specified property

#### 1. Coverage agreement

We will pay:

- (a) the amount of loss or damage to, and the cost of disposal of, Specified Property owned by You;
- (b) the amount of loss or damage to, and the cost of disposal of, Specified Property of others in Your care, custody or control and for which You are legally liable; and
- (c) the amount of expense which is reasonably incurred by You to reduce or avert such loss or damage but only to the extent that the total amount that otherwise would have been paid under a) and/or b) above is thereby reduced;

provided that the loss or damage or expense to Specified Property is due to:

1. Breakdown of the Equipment; or
2. the operation or failure to operate of any switch, thermostat, control, fuse, circuit breaker or overload device which is included in the definition of Equipment and which is used for the operation of the Equipment at a Situation specified in the Schedule, but not including the manual operation or setting of such switch, thermostat, control, fuse, circuit breaker or overload device; or
3. the sudden leakage of refrigerant from the Equipment; or
4. contamination caused by the escape of refrigerant or liquid from the Equipment;

which occurs during the Period of Insurance and whilst this Coverage is in effect, where such Equipment is in use or connected ready for use at a Situation specified in the Schedule and subject to the Limit of Liability specified in the Schedule for this Coverage.

As soon as possible after a Breakdown You must utilise every reasonable available means to reduce the loss or damage to Specified Property, including other storage facilities, surplus machinery, spare parts, equipment, supplies and surplus or reserve stock, which are either owned or controlled by You or are obtainable from other sources. We will reduce our liability for loss or damage caused to Specified Property to the extent that Your failure to comply with this clause caused or contributed to such loss or damage.

We may take any action that We consider necessary to reduce or avert such loss or damage, in whole or in part, including without limitation the disposition of the Specified Property that is salvageable.

All expenses incurred by You as permitted in clause c) of this Coverage Agreement, or that are incurred at Our written direction, shall be a part of and not in addition to the Limit of Liability.

We shall not be liable for payment of damaged or destroyed Specified Property exceeding the actual cash value thereof at the time of the Breakdown. Actual cash value means the cost of replacing the damaged Specified Property with property of similar kind and quality, less allowance for age, condition and normal life expectancy, if applicable, of the Specified Property.

#### 2. Additional benefits

- (a) Coverage is extended to include, within the Limit of Liability, loss or damage to, and the cost of disposal of, property of the same type as Specified Property, including its packaging, which at the time of the Breakdown is in transit to a Situation, specified in the Schedule, and which, but for the Breakdown, is prevented from being serviced by the item of Equipment to which the Breakdown occurred. Provided Our maximum liability for such loss or damage is limited to \$10,000 for any One Breakdown.
- (b) Following an indemnifiable loss, We will also pay the costs, within the Limit of Liability, necessarily and reasonably incurred by You in the cleaning and disinfection of the area where the damaged Specified Property was kept at the time of deterioration, subject to a maximum liability of \$10,000 for any One Breakdown.

#### 3. Coinsurance

This Coverage is subject to an 80% coinsurance percentage unless otherwise stated in the Schedule. We shall not be liable for the payment of a greater proportion of the amount of loss than the Limit of Liability specified in the Schedule bears to the amount obtained by applying the coinsurance percentage to the total actual cash value, at the time of the Breakdown, of all Specified Property at the Situation, less the Deductible.

#### 4. Deductible

The amount of any compensation otherwise payable by Us for this Coverage shall be reduced by the Deductible.

The Deductible applied shall be calculated from the otherwise indemnifiable amount, taking limit(s) and co-insurance into consideration.

#### 5. Special provision

In respect of Specified Property that is kept in storage under Controlled Atmospheric Conditions, You must keep adequate records, for each chamber, of temperature, humidity and composition of atmosphere, as well as the time(s) and date(s) when the chamber is opened. You must provide us with those records upon request.

# Coverage B2. Interruption insurance – Loss of gross profit, payroll and additional increase in cost of working

## 1. Coverage agreement

We agree that if the Business carried on at a Situation specified in the Schedule be interrupted or interfered with solely as a result of a Breakdown during the Period of Insurance, to an item of Equipment which is in use or connected ready for use at an insured Situation, We will pay You the amounts for the insured Items below as specified in the Schedule, resulting from such interruption or interference, subject to the Indemnity Period and the Limit of Liability for the respective Item.

## 2. Basis of insurance

### Item No 1. Gross profit

The insurance under Item No 1 is limited to the loss of Gross Profit due to a) reduction in Turnover and b) increase in cost of working, and the amount payable as indemnity for this shall be:

- (a) in respect of reduction in Turnover: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall solely as a consequence of the Breakdown fall short of the Standard Turnover; and
- (b) in respect of increase in cost of working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which, but for that expenditure, would have taken place during the Indemnity Period solely as a consequence of the Breakdown, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided;

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced solely as a consequence of the Breakdown.

Provided that if the declared value of Gross Profit at the commencement of each Period of Insurance be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or its proportionately increased multiple thereof where the Indemnity Period exceeds twelve (12) months), the amount payable as compensation hereunder shall be proportionately reduced. The Limit of Liability shall represent the maximum amount payable during the Indemnity Period.

### Item No 2. Payroll (dual basis)

The insurance under Item No 2 is limited to loss in respect of Payroll and the amount payable as indemnity for this shall be:

- (a) In respect of reduction in Turnover
  - (i) during the initial period of the Indemnity Period, beginning with the Commencement of Liability and ending not later than the number of weeks thereafter specified in the Schedule: the sum produced by applying the Rate of Payroll to the Shortage in Turnover during the said portion of the Indemnity Period less any saving during the said portion of the Indemnity Period through reduction solely as a consequence of the Breakdown, in the amount of Payroll paid.
  - (ii) during the remaining portion of the Indemnity Period: the sum produced by applying the Rate of Payroll to the Shortage in Turnover during that said remaining portion of the Indemnity Period less any saving during the said remaining period of the Indemnity Period, through reduction solely as a consequence of the Breakdown, in the amount of Payroll paid; but not exceeding the sum produced by applying the percentage of the Rate of Payroll specified in the Schedule to the Shortage in Turnover during the said remaining portion of the Indemnity Period, increased by such amount as is deducted for savings under the terms of Clause (a) (i).

**Note:** At Your option the number of weeks referred to in Clause (a) (i) above may be increased to the number of weeks specified in the Schedule under the heading "Consolidated Period"; provided that the amount arrived at under the provisions of clause (a) (ii) shall not exceed such amount as is deducted under Clause (a) (i) for savings effected during the said increased number of weeks.

- (b) In respect of increase in cost of working

So much of the additional expenditure described in Clause (b) of Item No 1 as exceeds the amount payable thereunder, but not more than the additional amount which would have been payable in respect of reduction in Turnover under the provisions of Clauses (a) (i) and (ii) of Item No 2 had such expenditure not been incurred.

Provided that if the declared value of insured Payroll at the commencement of each Period of Insurance be less than the sum produced by applying the Payroll Limits to the sum produced by applying the Rate of Payroll to the Annual Turnover (or its proportionately increased multiple thereof where the Indemnity Period exceeds twelve (12) months), the amount payable as compensation hereunder shall be proportionately reduced. The Limit of Liability shall represent the maximum amount payable during the Indemnity Period.

### Item No 3. Additional increase in cost of working

The insurance under Item No 3 is limited to such further increase in cost of working, beyond that recoverable under Clause (b) of Item No 1 and/or Item No 2 above, necessarily and reasonably incurred during the Indemnity Period solely as a consequence of the Breakdown for the purpose of avoiding or diminishing a reduction in Turnover and/or resuming and/or maintaining Normal Business operations and/or services.

### 3. Additional exclusions

We shall not be liable for any interruption or interference with the Business:

- (a) for any time spent on overhauls, inspections or modifications carried out during the period of interruption or for any time which the Business would not or could not have been carried on if the Breakdown had not occurred;
- (b) resulting from Your failure to use due diligence and dispatch and all reasonable means in order to resume the Business;
- (c) or for any cost or expense as a result thereof, relating to fines or damages for breach of contract, for late or non-completion of orders, or for any penalties of whatever nature.

### 4. Limitation - Media and electronic data

With respect to loss resulting from damage to or destruction of Media including Electronic Data thereon resulting from the Breakdown, the length of time for which We shall be liable hereunder shall not exceed:

- (a) thirty (30) consecutive calendar days; or
- (b) the length of time that would be required to rebuild, repair or replace such other Insured Property as has been damaged or destroyed by the Breakdown;

whichever is the greater length of time.

### 5. Adjustments

Adjustments shall be made to the Rate of Gross Profit, Annual Turnover, Standard Turnover and Rate of Payroll as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Breakdown or which would have affected the Business had the Breakdown not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results, which but for the Breakdown, would have been obtained during the relative period after the Breakdown.

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Situation for the benefit of the Business either by You or by others on Your behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

### 6. Resumption of business

As soon as possible after the Breakdown, You shall continue or resume Business, in whole or in part, and make up lost Business within a reasonable period of time (not to be limited to the period during which the Business is interrupted) through the use of every available means, including alternative premises, surplus machinery, spare parts, equipment, supplies and surplus or reserve stock, which may be owned or controlled by You or obtainable by You from other sources and through working extra time or overtime at a Situation or at such other premises acquired for the purpose of making up lost Business, all to the extent that the amount for which We would otherwise be liable under this Coverage is reduced. We may take such means as in Our opinion will reduce or avert interruption of the Business at the Situation or supply the functions of the Situation in some other way.

### 7. Deductible/Time deductible

If a Deductible is specified in the Schedule for this Coverage, the amount of any compensation otherwise payable by Us for this Coverage shall be reduced by the Deductible.

If a Time Deductible is specified in the Schedule for this Coverage, we shall not be liable for any loss and/or expense under this Coverage during such period.

# Coverage B3. Interruption insurance – Loss of gross rentals and additional increase in cost of working

## 1. Coverage agreement

We agree that if the Business carried on at a Situation specified in the Schedule be interrupted or interfered with solely as a result of a Breakdown during the Period of Insurance, to an item of Equipment which is in use or connected ready for use at an insured Situation, We will pay You the amounts for the insured Items below as specified in the Schedule resulting from such interruption or interference, subject to the Indemnity Period and the Limit of Liability for the respective Item.

## 2. Basis of insurance

### Item No 1. Gross rentals

The insurance under Item No 1 is limited to loss of Gross Rentals due to: a) reduction in Gross Rentals; and b) increase in cost of working, and the amount payable as indemnity for this shall be:

- (a) in respect of reduction in Gross Rentals: the amount by which the Gross Rentals during the Indemnity Period shall solely as a consequence of the Breakdown fall short of the Standard Gross Rentals;
- (b) in respect of increase in cost of working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Rentals which but for that expenditure would have taken place during the Indemnity Period solely as a consequence of the Breakdown, but not exceeding the loss of Gross Rentals thereby avoided;

less any sum saved during the Indemnity Period in respect of such charges and expenses of the Business payable out of Gross Rentals as may cease or be reduced solely as a consequence of the Breakdown.

Provided that if the declared value of Gross Rentals at the commencement of each Period of Insurance be less than the sum produced by applying the Rate of Gross Rentals to the Annual Turnover (or its proportionately increased multiple thereof where the Indemnity Period exceeds twelve (12) months), the amount payable as compensation hereunder shall be proportionately reduced. The Limit of Liability shall represent the maximum amount payable during the Indemnity Period.

### Item No 2. Additional increase in cost of working

The insurance provided under Item No 2 is limited to such further increase in cost of working, beyond that recoverable under clause (b) of Item No 1 above, necessarily and reasonably incurred during the Indemnity Period solely as a consequence of the Breakdown for the purpose of avoiding or diminishing a reduction in Gross Rentals and/or resuming and/or maintaining Normal Business operations and/or services.

## 3. Additional exclusions

We shall not be liable for any interruption or interference with the Business:

- (a) for any time spent on overhauls, inspections or modifications carried out during the period of interruption or for any time which the Business would not or could not have been carried on if the Breakdown had not occurred;
- (b) resulting from Your failure to use due diligence and dispatch and all reasonable means in order to resume the Business;
- (c) or for any cost or expense as a result thereof, relating to fines or damages for breach of contract, for late or non-completion of orders, or for any penalties of whatever nature.

## 4. Limitation – Media and electronic data

With respect to loss resulting from damage to or destruction of Media including Electronic Data thereon resulting from the Breakdown, the length of time for which We shall be liable hereunder shall not exceed:

- (a) thirty (30) consecutive calendar days; or
- (b) the length of time that would be required to rebuild, repair or replace such other Insured Property as has been damaged or destroyed by the Breakdown;

whichever is the greater length of time.

## 5. Adjustments

Adjustments shall be made to the Annual Gross Rentals and Standard Gross Rentals as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Breakdown or which would have affected the Business had the Breakdown not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results, which but for the Breakdown, would have been obtained during the relative period after the Breakdown.

If during the Indemnity Period the Business shall be rendered elsewhere than at the Situation, the Gross Rentals derived from such other premises shall be brought into account in arriving at the Gross Rentals during the Indemnity Period.

## **6. Resumption of business**

As soon as possible after the Breakdown, You shall continue or resume Business, in whole or in part, and make up lost Business within a reasonable period of time (not to be limited to the period during which the Business is interrupted) through the use of every available means, including alternative premises, surplus machinery, spare parts, equipment, supplies and surplus or reserve stock, which may be owned or controlled by You or obtainable by You from other sources and through working extra time or overtime at the Situation or at such other premises acquired for the purpose of making up lost Business, all to the extent that the amount for which We would otherwise be liable under this Coverage is reduced. We may take such means as in Our opinion will reduce or avert interruption of the Business at the Situation or supply the functions of the Situation in some other way.

## **7. Deductible/Time deductible**

If a Deductible is specified in the Schedule for this Coverage, the amount of any compensation otherwise payable by Us for this Coverage shall be reduced by the Deductible.

If a Time Deductible is specified in the Schedule for this Coverage, we shall not be liable for any loss and/or expense under this Coverage during such period.



# Coverage B4. Interruption insurance – Loss of gross rentals and additional increase in cost of working (strata building)

## 1. Coverage agreement

We agree that if the Business carried on at a Situation, specified in the Schedule, be interrupted or interfered with solely as a result of a Breakdown during the Period of Insurance to an item of Equipment which is in use or connected ready for use at an insured Situation, We will pay You the amounts for the insured Items below as specified in the Schedule, resulting from such interruption or interference, subject to the Indemnity Period and the Limit of Liability for the respective Item.

## 2. Basis of insurance

### Item No 1. Gross rentals

The insurance under Item No 1 is limited to loss of Gross Rentals due to: a) reduction in Gross Rentals, b) increase in cost of working and c) temporary accommodation, and the amount payable as indemnity for this shall be:

- (a) in respect of reduction in Gross Rentals: when You have leased out or can substantiate by means of signed agreement that You would have leased out the unit or common area at the Situation, We will pay the actual loss of rent sustained during the Indemnity Period solely as a consequence of the Breakdown;
- (b) in respect of increase in cost of working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Rentals which, but for that expenditure, would have taken place during the Indemnity Period solely as a consequence of the Breakdown but not exceeding the loss of Gross Rentals thereby avoided during the Indemnity Period; less any sum saved during the Indemnity Period in respect of such amounts of the Business payable out of Gross Rentals as may cease or be reduced solely as a consequence of the Breakdown;
- (c) in respect of temporary accommodation: when You occupy an area at the Situation, We will pay the reasonable cost of temporary accommodation necessarily incurred by You if this area is unfit to be occupied for its intended purpose, or reasonable access to this area is prevented, solely as a consequence of the Breakdown. Indemnity for this benefit is limited to a fair rental value for the area occupied.

The Limit of Liability for Item No 1 is set to 15% of the declared property damage value under Coverage A1, and is based on a maximum Indemnity Period of 12 months.

### Item No 2. Additional increase in cost of working

The insurance provided under Item No 2 is limited to such further increase in cost of working, beyond that recoverable under clause b) of Item No 1 above, necessarily and reasonably incurred during the Indemnity Period solely as a consequence of the Breakdown for the purpose of avoiding or diminishing a reduction in Gross Rentals and/or resuming and/or maintaining Normal Business operations and/or services.

## 3. Additional exclusions

- (a) We shall not be liable for any interruption or interference with the Business:
  - (i) for any time spent on overhauls, inspections or modifications carried out during the period of interruption or for any time which the Business would not or could not have been carried on if the Breakdown had not occurred;
  - (ii) resulting from Your failure to use due diligence and dispatch and all reasonable means in order to resume the Business;
  - (iii) or for any cost or expense as a result thereof, relating to fines or damages for breach of contract, for late or non completion of orders, or for any penalties of whatever nature.
- (b) This Policy does not insure any Equipment which is not owned, leased, operated or controlled by the strata corporation named in the Schedule, or any loss resulting from Breakdown of such Equipment.

## 4. Limitation – Media and electronic data

With respect to loss resulting from damage to or destruction of Media including Electronic Data thereon resulting from the Breakdown, the length of time for which We shall be liable hereunder shall not exceed:

- (a) thirty (30) consecutive calendar days; or
- (b) the length of time that would be required to rebuild, repair or replace such other Insured Property as has been damaged or destroyed by the Breakdown;

whichever is the greater length of time.

## 5. Adjustments

If during the Indemnity Period the Business shall be rendered elsewhere than at the Situation, the Gross Rentals derived from such other premises shall be brought into account in arriving at the Gross Rentals during the Indemnity Period.

## 6. Definitions for this coverage only

- (a) "Gross Rentals" means, the money payable to You by tenants in respect of rental of the unit or common area at the Situation.
- (b) "You" is, automatically extended to include a Lot Owner.
- (c) "Lot Owner" means any person, persons, or other entity registered, from time to time, as a proprietor or owner of an estate at the Situation in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where the Equipment is located.

## 7. Resumption of business

As soon as possible after the Breakdown, You shall continue or resume business, in whole or in part, and make up lost Business within a reasonable period of time (not to be limited to the period during which the Business is interrupted) through the use of every available means, including alternative premises, surplus machinery, spare parts, equipment, supplies and surplus or reserve stock, which may be owned or controlled by You or obtainable by You from other sources and through working extra time or overtime at the Situation or at such other premises acquired for the purpose of making up lost Business, all to the extent that the amount for which We would otherwise be liable under this Coverage is reduced. We may take such means as in Our opinion will reduce or avert interruption of the Business at the Situation or supply the functions of the Situation in some other way.

## 8. Notices

Notice shall be given to the strata corporation, being the person, company or legal entity shown on the Schedule as the Insured, at the postal address stated in the Schedule. Notwithstanding the inclusion of the Lot Owner, from time to time, as insured under this Policy, such notice to the strata corporation shall be notice to such Lot Owner.

We shall not be obliged to give notice of cancellation or notice of any change in this Policy to anyone but the strata corporation named in the Schedule, irrespectively if any other party is insured by this Policy or not.

## 9. Conditions

All conditions in Section F of this Policy relate to the person, company or legal entity shown on the Schedule or Equipment owned by such entity only. If any claim is declined or reduced due to such entity not adhering to any of these conditions, this shall result in the claim being declined or limited to any other insured to the same extent.

## 10. Subrogation

Condition 16, Subrogation in Section F is expanded by inclusion of the following paragraph:

Any release from liability entered into by You prior to loss shall not affect Our right to recover. It is further agreed that We hereby waive Our right of subrogation against:

- (a) the strata corporation and the strata manager and their respective directors, officers, employees and agents; and
- (b) any Lot Owner of a unit including employees, residents of a Lot Owner's household, his spouse and any person under the age of 18 in the care of the Lot Owner; and
- (c) any additional insured named in this Policy, including their employees whilst acting in their capacity.

## 11. Deductible/Time deductible

If a Deductible is specified in the Schedule for this Coverage, the amount of any compensation otherwise payable by Us for this Coverage shall be reduced by the Deductible.

If a Time Deductible is specified in the Schedule for this Coverage, we shall not be liable for any loss and/or expense under this Coverage during such period.

# Coverage B5. Interruption insurance – Loss of gross revenue and additional increase in cost of working

## 1. Coverage agreement

We agree that if the Business carried on at a Situation specified in the Schedule be interrupted or interfered with solely as a result of a Breakdown during the Period of Insurance, to an item of Equipment which is in use or connected ready for use at an insured Situation, We will pay You the amounts for the insured Items below as specified in the Schedule, resulting from such interruption or interference, subject to the Indemnity Period and the Limit of Liability for the respective Item.

## 2. Basis of insurance

### Item No 1. Gross revenue

The insurance under Item No 1 is limited to the loss of Gross Revenue due to: a) reduction in Gross Revenue; and b) increase in cost of working, and the amount payable as indemnity for this shall be:

- (a) in respect of reduction in Gross Revenue: the amount by which the Gross Revenue during the Indemnity Period shall solely as a consequence of the Breakdown fall short of the Standard Gross Revenue; and
- (b) in respect of increase in cost of working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Gross Revenue which, but for that expenditure, would have taken place during the Indemnity Period solely as a consequence of the Breakdown, but not exceeding the amount of the reduction in Gross Revenue thereby avoided;

less any sum saved during the Indemnity Period in respect of such charges and expenses of the Business payable out of the Gross Revenue as may cease or be reduced solely as a consequence of the Breakdown.

Provided that if the declared value of Gross Revenue at the commencement of each Period of Insurance is less than the Annual Gross Revenue (or its proportionately increased multiple thereof where the Indemnity Period exceeds twelve (12) months) the amount payable as compensation hereunder shall be proportionately reduced. The Limit of Liability shall represent the maximum amount payable during the Indemnity Period.

### Item No 2. Additional increase in cost of working

The insurance provided under Item No 2 is limited to such further increase in cost of working, beyond that recoverable under clause (b) of Item No 1 above, necessarily and reasonably incurred during the Indemnity Period solely as a consequence of the Breakdown for the purpose of avoiding or diminishing a reduction in Gross Revenue and/or resuming and/or maintaining Normal Business operations and/or services.

## 3. Additional exclusions

We shall not be liable for any interruption or interference with the Business:

- (a) for any time spent on overhauls, inspections or modifications carried out during the period of interruption or for any time which the Business would not or could not have been carried on if the Breakdown had not occurred;
- (b) resulting from Your failure to use due diligence and dispatch and all reasonable means in order to resume the Business;
- (c) or for any cost or expense as a result thereof, relating to fines or damages for breach of contract, for late or non-completion of orders, or for any penalties of whatever nature.

## 4. Limitation – Media and electronic data

With respect to loss resulting from damage to or destruction of Media including Electronic Data thereon resulting from the Breakdown, the length of time for which We shall be liable hereunder shall not exceed:

- (a) thirty (30) consecutive calendar days; or
- (b) the length of time that would be required to rebuild, repair or replace such other Insured Property as has been damaged or destroyed by the Breakdown;

whichever is the greater length of time.

## 5. Adjustments

Adjustments shall be made to the Annual Gross Revenue and Standard Gross Revenue as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Breakdown or which would have affected the Business had the Breakdown not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results, which but for the Breakdown, would have been obtained during the relative period after the Breakdown.

If during the Indemnity Period services shall be rendered or goods shall be sold elsewhere than at the Situation, for the benefit of the Business either by You or on Your behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Gross Revenue during the Indemnity Period.

## **6. Resumption of business**

As soon as possible after the Breakdown, You shall continue or resume Business, in whole or in part, and make up lost Business within a reasonable period of time (not to be limited to the period during which the Business is interrupted) through the use of every available means, including alternative premises, surplus machinery, spare parts, equipment, supplies and surplus or reserve stock, which may be owned or controlled by You or obtainable by You from other sources and through working extra time or overtime at the Situation or at such other premises acquired for the purpose of making up lost Business, all to the extent that the amount for which We would otherwise be liable under this Coverage is reduced. We may take such means as in Our opinion will reduce or avert interruption of the Business at the Situation or supply the functions of the Situation in some other way.

## **7. Deductible/Time deductible**

If a Deductible is specified in the Schedule for this Coverage, the amount of any compensation otherwise payable by Us for this Coverage shall be reduced by the Deductible.

If a Time Deductible is specified in the Schedule for this Coverage, we shall not be liable for any loss and/or expense under this Coverage during such period.

# Coverage B6. Interruption insurance – Additional expenses only cover

## 1. Coverage agreement

We agree that if the Business carried on at a Situation specified in the Schedule, be interrupted or interfered with, solely as a result of a Breakdown during the Period of Insurance, to an item of Equipment which is in use or connected ready for use at an insured Situation, We will pay You the Additional Expenses, as described below, resulting from such interruption or interference, subject to the Limit of Liability specified in the Schedule.

We shall be liable for such Additional Expenses during the period as shall be required using all reasonable means to restore the Business to Normal operation at the Situation (where such period may extend beyond the expiry of the Period of Insurance).

Additional Expenses means the additional costs to conduct the Business during the period of reinstating the damage over and above the costs that normally would have been incurred to operate the Business during the same period had no Breakdown occurred. Such Additional Expenses will include the expense of obtaining and using other property or facilities of others or other necessary emergency expenses. In no event, however, shall We be liable for loss of income, nor for any additional cost in excess of that necessary to continue as nearly as practicable the Normal operation of the Business, nor for the cost of repairing or replacing any property that has been damaged or destroyed by the Breakdown, except such cost incurred for the purpose of reducing the total amount of Additional Expenses; Our liability for such cost, however, shall not exceed the amount by which the total Additional Expenses otherwise payable under this Coverage is reduced. Any salvage value of substitute or temporary equipment or property remaining after resumption of Normal operation shall be taken into consideration in the adjustment of any loss.

## 2. Additional exclusions

(a) We shall not be liable for any Additional Expenses:

- (i) for any time spent on overhauls, inspections or modifications carried out during the period of interruption or for any time during which the Business would not or could not have been carried on if the Breakdown had not occurred; or
- (ii) resulting from Your failure to use due diligence and dispatch and all reasonable means in order to resume Normal operation.

(b) If, following a Breakdown, any lease, license or order is suspended, lapsed or cancelled, We shall not be liable for payment for any Additional Expenses occurring after the time when the Normal operation of the Business could have been resumed if such lease, license or order had not lapsed or had not been suspended or cancelled.

## 3. Limitation – Media and electronic data

With respect to loss resulting from damage to or destruction of Media including Electronic Data thereon resulting from the Breakdown, the length of time for which We shall be liable hereunder shall not exceed:

- (a) thirty (30) consecutive calendar days; or
- (b) the length of time that would be required to rebuild, repair or replace such other Insured Property as has been damaged or destroyed by the Breakdown;

whichever is the greater length of time.

## 4. Deductible/Time deductible

If a Deductible is specified in the Schedule for this Coverage, the amount of any compensation otherwise payable by Us for this Coverage shall be reduced by the Deductible.

If a Time Deductible is specified in the Schedule for this Coverage, we shall not be liable for any loss and/or expense under this Coverage during such period.

## Section C. Other coverages and limits

Applying to respective Coverage under Section A and/or Section B, if the Section is shown in the Schedule as insured at the Situation.

### Section A only:

#### 1. Expediting expenses

We shall be liable under Section A for the reasonable extra cost, including overtime and the extra cost of express or rapid means of transportation, necessary to:

- (a) make temporary repairs;
- (b) expedite permanent repairs;
- (c) expedite permanent replacement;

of the Equipment or other Insured Property which was damaged.

We shall not be liable for the following costs:

1. those related to equipment or other property installed to replace the function of the damaged property on a temporary basis; or
2. those in excess of an amount equal to that indemnifiable under Section A.

#### 2. Temporary hire costs

We shall be liable under Section A for the hiring of temporary property, necessary to keep the Business operating as nearly as practical as before the Breakdown, up to:

- (a) 50% of the normal cost to repair or replace the damaged Equipment and other Insured Property which was damaged; or
- (b) \$25,000;

whichever is the lesser for any One Breakdown.

#### 3. Bore pump removal costs

We shall be liable under Section A for the necessary and reasonable cost of removal and installation of bore pumps, up to \$5,000 in total, unless a higher limit is stated in the Schedule, for any One Breakdown.

#### 4. Electronic data and media restoration

If solely as a result of a Breakdown to an item of Equipment, Electronic Data and Media is lost or damaged, We shall be liable under Section A for the additional costs of repairing or replacing such Electronic Data and Media, including the cost of gathering or assembling information.

We shall not be liable for loss or damage caused by or resulting from programming errors, nor for loss in excess of the amount specified in the Schedule for Electronic Data and Media.

#### 5. Hazardous substances

If a Hazardous Substance escapes or is released solely as a result of a Breakdown, We shall be liable under Section A for the increase in the cost to repair, replace, clean up or dispose of affected Insured Property, however the limit of Our liability for such increase shall not exceed the amount specified in the Schedule for Hazardous Substances.

We shall not be liable for any increase in loss under Section B that is caused by or arises from a Hazardous Substance. We shall not be liable under this Hazardous Substances cover for any loss or damage caused by Ammonia Contamination.

With respect to the Hazardous Substance Coverage, the expression "increase in cost" or "increase in loss" shall mean that cost or loss beyond that which would have been incurred had no Hazardous Substance been present.

## Section B only:

### 6. Service interruption

With respect to Section B, We shall be liable for loss that arises from Breakdown to land based equipment not owned or operated by You, which is used to supply steam, gas, air, water, refrigeration, electricity, telephone or internet services to a Situation specified in the Schedule, provided that the equipment:

- (a) is of a type described in the definition of Equipment;
- (b) is owned either by the building owner at the Situation, a public utility or an entity contracted by You or the building owner for such services; and
- (c) is located on or within one thousand (1,000) metres of the Situation. If the equipment is a reticulating system, the thousand (1,000) metres shall be calculated from the point of where the physical damage to the reticulating system occurred; or
- (d) if the equipment is located outside of one thousand (1,000) metres of the Situation, or if the equipment is a reticulating system and the point of where the physical damage to the reticulating system occurred is outside of one thousand (1,000) metres of the Situation, Our Limit of Liability shall be:
  - (i) the amount stated in the Schedule for Service Interruption; or
  - (ii) the amount otherwise payable under c) above;

whichever is the lesser.

A separate Deductible or Time Deductible may be stated in the Schedule and if so will apply to loss arising under Service Interruption.

### 7. Denial of access

With respect to Interruption Insurance Coverage only, described in Section B, We shall be liable for loss in the event that ingress to or egress from a Situation specified in the Schedule, is denied solely as a direct result of a Breakdown to equipment not owned or operated by You, provided the equipment:

- a) is of a type described in the definition of Equipment; and
- b) is located at or adjacent to the Situation.

We shall be liable for loss for the period commencing at the time of the Breakdown, but not exceeding:

1. two (2) consecutive weeks; or
2. the period specified in the Schedule as Coverage Period for this Coverage;

whichever is the greater.

## Section A and B:

### 8. Newly acquired situation

We shall be liable for loss as described under Section A and Section B arising from a Breakdown at a Situation newly acquired by You provided that:

- (a) You notify Us in writing within ninety (90) days after the date the Situation is acquired;
- (b) the Situation is in Australia or within any other country in which a Situation specified in the Schedule is located;
- (c) You pay by the required date the additional Premium for insurance, which shall be calculated from the date the Situation is acquired;
- (d) the Deductible for such Coverage will be the highest amount shown in this Policy for loss applicable to each Coverage; and
- (e) the limit of Our liability shall be:
  - (i) the Limit of Liability that applies to the applicable Coverage for the acquired Situation; or
  - (ii) the Limit of Liability specified in the Schedule for Newly Acquired Situation;

whichever is the lesser.

## 9. Demolition and increased cost of construction

We shall be liable under Section A for the increased cost of repair or replacement of damaged and/or undamaged Insured Property (including any necessary demolition and site clearing costs) occasioned by the enforcement of any Act of Parliament or Regulation or any law, by-law, ordinance, regulation of any Municipal or Statutory Authority, rule or ruling which is in force prior to the time of the Breakdown and which regulates or restricts the repair, replacement, construction or installation of such Insured Property.

We shall also be liable for loss under Section B arising during the additional time required, with the exercise of due diligence and dispatch, to effect such repair or replacement as a result of the enforcement of said Act of Parliament or Regulation or any law, by-law, ordinance, regulation of any Municipal or Statutory Authority, rule or ruling.

We shall not be liable under Section A and/or Section B for:

- (a) any expense in excess of the cost at the time of the Breakdown to replace the said property at the same Situation or a site adjacent thereto with property of such kind, capacity, size, quality and function as will satisfy the minimum requirements prescribed by any Act of Parliament or Regulation or any law, by-law, ordinance, regulation of any Municipal or Statutory Authority, rule or ruling. In the event the replacement is by property of a better kind or quality or of a larger capacity or size, Our liability shall not exceed the amount that would be paid if replacement had been made using property as would satisfy such minimum requirements.
- (b) any increase in loss occasioned by the enforcement of any Act of Parliament or Regulation or any law, by-law, ordinance, regulation of any Municipal or Statutory Authority, rule or ruling affecting the use or operation of the Situation or any Equipment;
- (c) loss or expense excluded by Exclusions 6 b) and/or 6 c) in Section D of the Policy; or
- (d) loss in excess of the Limit of Liability specified in the Schedule for Demolition and Increased Cost of Construction.

## 10. Professional fees

We shall be liable under Section A and/or Section B for the reasonable and necessary fees authorised by Us which are payable to auditors, accountants, lawyers, architects, engineers or other professionals for producing and certifying information required by Us to establish the amount payable under this Policy. This Coverage does not apply to either Your employees or to third party loss adjusters appointed by You.

Our Limit of Liability shall not exceed the amount specified in the Schedule for Professional Fees.

## 11. Ammonia contamination

Where ammonia is used as a refrigerant, We shall be liable under Section A and/or Section B for loss or damage caused by ammonia making contact with Insured Property as a direct result of a Breakdown to any refrigerating or air conditioning system, vessels or piping, described within the definition of Pressure Plant or Equipment.

Our Limit of Liability under Section A, shall not exceed the amount specified in the Schedule for Ammonia Contamination. If a separate Deductible is shown in the Schedule for Ammonia Contamination, such Deductible shall also apply to loss or damage under Section A.

## 12. Errors and omissions

We shall be liable under Section A and/or Section B for loss which is otherwise not payable under Section A or Section B, due to the following reasons:

- (a) any error or unintentional omission by You in the description or Situation of Insured Property;
- (b) Your failure through error to include in this Policy any Situation at the commencement of the Period of Insurance; or
- (c) any error or unintentional omission by You that results in the cancellation of cover for or at a specific Situation.

Provided always that:

- 1. You must notify Us of such error or omission immediately upon discovery and report corrections;
- 2. the Situation is in Australia or within any other country in which a Situation specified in the Schedule is located;
- 3. You pay by the required date, the additional Premium from the date the Situation should have been insured had no error or omission occurred;
- 4. the Deductible and/or Time Deductible will be the highest amount shown in this Policy for such loss applicable to each Coverage;
- 5. We shall be liable for loss under this Coverage only to the extent that We would have been liable had the error or omission not occurred; and
- 6. Our Limit of Liability shall be:
  - (i) the Limit of Liability that applies to respective Coverage described in Section A and Section B; or
  - (ii) the Limit of Liability specified in the Schedule for Errors and Omissions;

whichever is the lesser.



## Section D. Exclusions

We will not be liable under any Section of this Policy for any:

### 1. Nuclear risks

**loss, damage, cost or expense caused directly or indirectly by or resulting from:**

- (a) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or fission of nuclear fuel; or
- (b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

however, this exclusion shall not apply to a Breakdown in conjunction with the use of commercial radioactive isotopes;

### 2. War

**loss, damage, cost or expense caused directly or indirectly by or resulting from:**

- (a) war, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, bombardment, invasion, enemy attack including any action or measure taken in resisting, combating or delaying the enemy; or
- (b) operations of armed forces while engaged in hostilities, whether war be declared or not;

### 3. Terrorism

**loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.**

We will also not be liable for any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism;

### 4. Riot, civil commotion and sabotage

**loss, damage, cost or expense caused directly or indirectly by or resulting from:**

- (a) riot or civil commotion; or
- (b) sabotage, vandalism or malicious act;

### 5. Electronic data

**(a) loss, damage, cost or expense caused directly or indirectly by or resulting from:**

- (i) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data;
- (ii) error in creating, amending, entering, deleting or using Electronic Data; or
- (iii) total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

**(b) however, in the event that a peril listed below (being a peril covered by this Policy, but for this exclusion) is caused by any of the matters described in paragraph a) above, this Policy, subject to all its provisions, will not exclude:**

- (i) physical loss of or damage or destruction to an item of Equipment directly caused by such listed peril; and/or
- (ii) consequential loss arising from such peril.

Further, this exclusion does not apply in the event that a peril listed below (being a peril covered by this Policy, but for this exclusion) causes any of the matters described in paragraph a) above.

Listed perils: Breakdown, fire, explosion, lightning, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcanic eruption, tsunami, flood, freezing, weight of snow, impact by aircraft or aerial objects dropped therefrom, impact by any Vehicle or animal, bursting overflowing discharging or leaking of water tanks apparatus or pipes, or theft of Electronic Data solely where such theft is accompanied by theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing such Electronic Data.

The Terrorism exclusion in this Policy or any endorsement thereto prevails over this exclusion;

## 6. Increase in cost

### any increase in loss, damage, cost or expense:

- (a) necessitated by any Act of Parliament or Regulation or any law, by-law, ordinance, regulation of any Municipal or Statutory Authority, rule or ruling regulating or restricting repair, replacement, alteration, use, operation, construction or installation;
- (b) arising from any damage, contamination or pollution by a Hazardous Substance;
- (c) or additional expenses incurred for cleanup, repair, replacement or disposal of damaged, contaminated or polluted property. As used herein "additional expenses" shall mean expenses incurred beyond those for which We would have been liable had no contaminant, pollutant or Hazardous Substance been involved in the Breakdown;

except as specifically provided under Coverage described in B1 and Section C;

## 7. Perils

### loss, damage, cost or expense caused directly or indirectly by or resulting from (even if as a consequence of Breakdown):

- (a) earth movement, earthquake, landslide, mud flow, subsidence landslip, or volcanic eruption;
- (b) cyclone, tornado, hurricane, typhoon, storm, tempest, wind, hail, snow, ice, sleet, water, rainwater, water from or action of the sea, tsunami, tidal wave, high water or flood or collapse of any building or structure;
- (c) fire, subterranean fire, smoke or soot;
- (d) water or other means used to extinguish a fire;
- (e) lightning;
- (f) theft, burglary or attempted theft or burglary;
- (g) impact by Vehicle or animal;
- (h) impact by watercraft, aircraft or other aerial devices or articles dropped therefrom;
- (i) explosion; however with respect to:
  - (i) an item of Pressure Plant, the Breakdown to the item itself resulting from the explosion, not being a chemical explosion, is excluded;
  - (ii) an explosion of gas or unconsumed fuel within the furnace of a fired pressure vessel or a boiler (being an item of Pressure Plant, but not including a boiler of the chemical recovery type), or within the passages from the furnace of such a fired pressure vessel or boiler to the atmosphere, the Breakdown to the item itself, in which such explosion occurred, is not excluded.

## 8. Consequential loss

### loss, damage, cost or expense caused directly or indirectly by or resulting from:

- (a) delay or interruption of the Business;
- (b) lack of power, light, heat, steam or refrigeration; or
- (c) any other indirect result or consequence of a Breakdown;

provided that this exclusion shall not apply to Coverage specifically provided in Section B;

## 9. Certain circumstances

### loss, damage, cost or expense:

- (a) in respect to any item of Equipment which is caused directly by Breakdown while such item is undergoing any pressure test, an insulation breakdown test or is being dried out; or
- (b) for repair or replacement of any item shown in this Policy as "Uninsured Equipment" or for any loss or damage or expense caused directly or indirectly by or resulting from such "Uninsured Equipment".

## Section E. Definitions and special provisions applicable to all sections of this policy

### Definitions applicable to all sections of this policy

Where the following words appear in this policy, this is what they mean:

#### 1. Annual gross rentals

Annual Gross Rentals means the Gross Rentals earned during the twelve (12) months immediately before the date of the Breakdown.

#### 2. Annual gross revenue

Annual Gross Revenue means the Gross Revenue earned during the period in the twelve (12) months immediately before the date of the Breakdown.

#### 3. Annual turnover

Annual Turnover means the Turnover during the twelve (12) months immediately before the date of the Breakdown.

#### 4. Breakdown

Breakdown means sudden and accidental damage to an item of Equipment or a part thereof, which manifests itself at the time of its occurrence by physical damage to the item of Equipment or part thereof that necessitates its repair or replacement, but Breakdown shall not mean:

- (a) depletion, deterioration, corrosion or erosion of material or the need to clean any component;
- (b) wear and tear;
- (c) leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
- (d) vibration or misalignment;
- (e) the failure of any structure, foundation or setting (other than bedplate) supporting the Equipment or any part thereof;
- (f) the functioning of any safety device or protective device; or
- (g) the cracking of any part of a gas turbine exposed to the products of combustion.

#### 5. Business

Business means the description of Your business which is specified in the Schedule.

#### 6. Chiller

Chiller means a system in which water or brine is cooled by a compressor unit consisting of either a reciprocating, scroll, screw or centrifugal compressor unit.

The Deductible specified in the Schedule for Chiller shall apply to the motor, gearbox and compressor unit with its associated control system and including the associated evaporator and condenser units.

#### 7. Commencement of liability

Commencement of Liability means:

- (a) the local time at the Situation at the time of the Breakdown; or
  - (b) twenty-four (24) hours before notice of the Breakdown is received by Us;
- whichever is later.

#### 8. Controlled atmospheric conditions

Controlled Atmospheric Conditions means an atmosphere where the composition of the atmosphere is regulated.

#### 9. Deductible

Deductible means the amount specified for that Coverage in the Schedule, arising from any One Breakdown, which shall be first deducted from the amount otherwise payable.

If more than one Deductible is applicable to any One Breakdown, then only the highest applicable Deductible for that Coverage shall apply.

#### 10. Electronic data

Electronic Data means facts, concepts and information converted to a form useable for communication, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for such equipment.

## 11. Equipment

Equipment means all equipment of the type described below that is owned, leased, operated or controlled by You:

- (a) any Pressure Plant;
- (b) any mechanical, hydraulic or electrical machine or electrical apparatus used for the generation, transmission, transformation or utilisation of mechanical, hydraulic or electrical power; or
- (c) any electronic equipment used:
  - (i) for the generation, control, transmission, reception, recording, reproduction, playback or other use of television, radio or telephone signals;
  - (ii) for research, diagnostic, treatment, experimental or other medical or scientific purposes;
  - (iii) for computing, data processing, duplicating, inventory control, monitoring, scanning, point of sale or office services; or
  - (iv) for starting, stopping, controlling or monitoring one or more insured items of Equipment.

However the meaning of Equipment shall not include:

- 1. any Vehicle, locomotive or rolling stock, watercraft or aircraft;
- 2. any power shovel, excavator, dragline or other mobile equipment. However, the meaning of Equipment shall include any electrical equipment used with such machine or equipment;
- 3. any belt, rope or chain;
- 4. any refractory or insulating material;
- 5. any anode tube, laser source head or tube, ultrasound probe or head, klystron tube, x-ray or video amplifier tube;
- 6. any die, mould or template;
- 7. any hose, any piping or any electrical reticulating system in or under water (whether or not in conduit), buried piping (except such piping included in Pressure Plant), sewer piping, drainage piping, sprinkler system or its accessory equipment;
- 8. any penstock, draft tube or well casing;
- 9. any digital camera, mobile phone, personal digital assistant (PDA) or removable satellite system;
- 10. any elevator, escalator, crane, hoist or conveyor. However, the meaning of Equipment shall include:
  - (i) any Pressure Plant, pump, compressor, fan, blower, engine or turbine connected to such machine or apparatus;
  - (ii) any separate enclosed gear set connected to such machine or apparatus by a coupling, clutch or belt;
  - (iii) any electrical equipment connected to such machine or apparatus; and
  - (iv) any electronic equipment used solely to start, stop, control or monitor such machine or apparatus.

## 12. Gross profit

Gross Profit means the amount by which:

- (a) the sum of the Turnover and the amount of the closing stock and work in progress shall exceed
- (b) the sum of the amount of the opening stock and work in progress and the amount of Uninsured Working Expenses.

**Note:** The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with Your normal accountancy methods after making due allowance for depreciation.

## 13. Gross rentals

Gross Rentals means money received by You from the renting or leasing out any unit or common area at the Situation including monies paid by the lessee as outgoings under the terms of the rental or leasing agreement.

## 14. Gross revenue

Gross Revenue means the money paid to You for services rendered (and goods, if any, sold) in the course of the Business at the Situation.

## 15. Hazardous substance

Hazardous Substance means:

- (a) any pollutant, contaminant or other substance declared by a governmental authority to be hazardous to health or the environment; or
- (b) any mould, yeast, fungus or mildew including any spores or toxins created or produced by or emanating from such mould, yeast, fungus or mildew, whether or not allergenic, pathogenic or toxigenic.

## 16. Indemnity period

Indemnity Period means the period beginning with the Commencement of Liability and ending no later than the number of months specified in the Schedule during which the results of the Business shall be affected solely as a result of the Breakdown.

## 17. Insured property

Insured Property means:

- (a) property owned by You;
- (b) property of others in the care, custody or control of You for which You are legally liable.

## 18. Media

Media means material on which data is recorded, such as magnetic tapes, hard disks, floppy disks, cartridges, CDs, DVDs, or other storage types, but Media does not include paper records.

## 19. Normal

Normal means the condition that would have existed had no Breakdown occurred.

## 20. One breakdown

One Breakdown means if a Breakdown to any item of Equipment causes a Breakdown simultaneously to any other item of Equipment, or a series of Breakdowns occur simultaneously as a result of the same cause, they will be considered as One Breakdown.

## 21. Payroll

Payroll means the remuneration (including but not limited to payroll tax, fringe benefits tax, sick pay, bonuses, holiday pay, long service leave, workers' compensation insurance premiums and/or accident compensation levies, superannuation and pension fund contributions, and the like), paid to or on behalf of all employees employed in the Business.

## 22. Period of insurance

Period of Insurance means the period of time commencing and expiring on the dates shown in the Schedule under Period of Insurance, or any subsequent period for which We have agreed to renew or extend the cover, at 4.00 p.m. local time with respect to the Situation where the Breakdown occurs.

## 23. Policy

Policy means this Policy Wording, Schedule and any Endorsement specified in the Schedule together with any other Endorsement to this Policy subsequently issued.

Wherever in this Policy reference is made to an Endorsement which has been cancelled and replaced by another Endorsement, such reference shall be understood to refer to the replacing Endorsement.

## 24. Pressure plant

Pressure Plant means:

- (a) those parts of the permanent structure of a boiler or pressure equipment, which contains steam gas or fluid and which are normally subject to vacuum or internal pressure (other than atmospheric pressure or static pressure of contents) including fittings and direct attachments, which are connected to the permanent structure without intervening valve or cock. It also includes the supporting structure of the boiler and pressure equipment (other than foundations, refractory and insulating material), such as furnace doors, access doors, external combustion chambers, smoke boxes and casings. Furthermore it includes the metal parts of pressure and water gauges and their connections to the permanent structure, even if separated from the structure by valves or cocks. Also included is any pressure pipe system, associated with boilers and pressure equipment, with valves, fittings, traps and separators which contain steam condensate, gas or fluids under pressure (other than atmospheric pressure), including any feed water piping between boiler and its feed pump or injector.
- (b) in respect of refrigeration and air-conditioning systems: the interconnecting heat exchangers, coils and pipe work containing transfer media.

However the meaning of Pressure Plant shall not include any pipe system which forms part of any other vessel or apparatus nor shall it include any mechanical, hydraulic or electrical machine, electrical apparatus or electronic equipment.

## 25. Rate of gross profit

Rate of Gross Profit means the percentage of Gross Profit to Turnover during the financial year immediately before the date of the Breakdown.

## 26. Rate of payroll

Rate of Payroll means the percentage of Payroll to Turnover during the financial year immediately before the date of the Breakdown.

### **27. Schedule**

Schedule means the Schedule document that We give You that attaches to and forms part of Your Policy.

### **28. Shortage in turnover**

Shortage in Turnover means the amount by which the Turnover during a period shall, in consequence of the Breakdown, fall short of the part of the Standard Turnover which relates to that period.

### **29. Situation**

Situation means the premises owned by, leased by or occupied by You.

### **30. Specified property**

Specified Property means that Insured Property, as described in the Schedule under Coverage B1 (Deterioration of Specified Property), including its packaging, while at a Situation specified in the Schedule.

### **31. Standard gross rentals**

Standard Gross Rentals means the Gross Rentals during that period in the twelve (12) months immediately before the date of the Breakdown which corresponds with the Indemnity Period.

### **32. Standard gross revenue**

Standard Gross Revenue means the Gross Revenue during that period in the twelve (12) months immediately before the date of the Breakdown which corresponds with the Indemnity Period.

### **33. Standard turnover**

Standard Turnover means the Turnover during that period in the twelve (12) months immediately before the date of the Breakdown which corresponds with the Indemnity Period.

### **34. Terrorism**

Terrorism means an act, including but not limited to the use of force or violence and/or the 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 similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### **35. Time deductible**

Time Deductible means the number of hours specified for respective Coverage in the Schedule arising from any One Breakdown, for which We shall not be liable for any loss or expense arising during the period after the Commencement of Liability and prior to the expiry of the specified number of hours.

If more than one Time Deductible is applicable to any One Breakdown, then only the highest applicable Time Deductible for that Coverage shall apply.

### **36. Turnover**

Turnover means the money (less any discounts allowed) which is paid or payable to You for goods sold and delivered and for services rendered in the course of carrying out the Business at the Situation.

### **37. Uninsured working expenses**

Uninsured Working Expenses means all purchases (less any discounts received), discounts allowed, bad debts, carriage, packing and freight, and any other uninsured working expense specified in the Schedule.

### **38. Vehicle**

Vehicle means any property on wheels or self laid tracks designed to be propelled by other than manual or animal power and any trailer or other attachment designed to be drawn by any such property including any permanent attachment thereto.

### **39. We/Us/Our**

We//Us/Our means Vero Insurance Limited ABN 48 005 297 807.

### **40. You/Your**

You/Your means any person, company or legal entity shown in the Schedule as the Insured.

## Special provisions applicable to all sections of this policy

1. In respect of any newly acquired item of Equipment, We shall not be liable for any loss, damage, cost or expense arising from a Breakdown until such item is "in use or connected ready for use". This provision shall not apply to any item (or part thereof) of Equipment which is acquired in order to spare existing operating Equipment.
2. The expression "in use or connected ready for use" referred to in this Policy shall only be considered to have been fulfilled once the Equipment has been installed at the Situation and tested, including performance and operational testing for a minimum of eight (8) continuous hours and received statutory certification, if required, and finally been contractually accepted by You, without reservation or waiver of warranty conditions.
3. In respect of any item of Equipment, except for a newly acquired item of Equipment, the expression "in use or connected ready for use" within the terms of this Policy is extended to include whilst the item is still at the Situation and is being dismantled, moved, reassembled or reinstalled for the purpose of cleaning, adjustment, inspection, repair, overhaul or relocation within the Situation. However, Breakdown arising from the intentional application of any tool or process to the item during any of these operations is excluded.
4. In respect of any unfired vessel within the definition of Pressure Plant, which is used for the storage of gas or liquid and which is periodically filled, moved, emptied and refilled in the course of its normal service, such circumstances shall not prevent the vessel from being considered as "in use or connected for use", for the purpose of the terms of this Policy.
5. In respect of any boiler within the definition of Pressure Plant, which uses a heat transfer medium other than water, such heat transfer medium and its vapour shall be considered as substituted for the words "water" and "steam" wherever such words appear in the definition of Pressure Plant.

## Section F. Conditions

### Important conditions affecting all sections of this policy

#### 1. Additional insured

Any person or organisation named in this Policy as an "Additional Insured" shall be considered as You under this Policy but only in respect of their interest in the Property Insured.

The naming of any Additional Insured shall not serve to increase the Limit of Liability under this Policy for loss arising from any One Breakdown.

When this Policy covers the interest of more than one named Insured, any act or omission of an individual named Insured will not prejudice the rights of the remaining named Insureds, provided that the remaining named Insureds parties immediately on becoming aware of any act or omission relevant to Our acceptance of the risk or which increases the risk of loss, damage or Breakdown, give notice in writing of the circumstances to Us and agrees to pay such reasonable additional premium We may require.

#### 2. Applicable law

This Policy is subject to Australian law, including the Insurance Contracts Act 1984.

#### 3. Cancellation

You may cancel this Policy at any time and the cancellation will take effect on the day Your notice is issued, but not earlier than three (3) days prior to Us receiving Your written request to cancel this Policy. We will then refund the proportion of Your Premium for the unused Period of Insurance, less any amount for claims paid or payable and any administration charge or minimum Premium, which may apply.

We may cancel this Policy in accordance with Section 60 of the Insurance Contracts Act. If We do, We will refund to You the unused portion of the Premium.

#### 4. Changes

This Policy contains all the agreements between You and Us concerning this insurance. Notice to any agent or broker shall not effect a change to any part of this Policy nor estop Us from asserting any rights under this Policy. The terms of this Policy may be changed only by an Endorsement to this Policy issued by Us.

#### 5. Claim notification and your duties in the event of loss or damage

In the event of loss or damage which may result in a claim under this Policy, You:

- (a) or Your representative must notify Us immediately and provide written confirmation by email, by letter or by facsimile as soon as possible. Any delay in notifying Us may affect the amount of loss recoverable under this Policy;
- (b) must take the measures necessary to salvage or protect Insured Property from further damage. You must, however, allow Us reasonable time and opportunity to examine the damaged property before repairs are undertaken or physical evidence of the Breakdown is removed;
- (c) must assist Us in investigating and adjusting the claim, including making property and records available and permitting the questioning of employees about any matter relating to this Policy or the claim;
- (d) must send Us a signed statement of loss containing the information We require to settle the claim; and
- (e) must not voluntarily incur any expense, other than at Your own cost, except as expressly permitted in this Policy.

#### 6. Examination of books and records

We may examine and audit Your books and records as they relate to this Policy at any time during the Period of Insurance and up to three years thereafter.

#### 7. Fraudulent claims

If You or anyone acting on Your behalf or with Your knowledge, make a claim that is false or where the loss or damage was deliberately caused, We may do one or more of the following:

- (a) refuse to pay the claim;
- (b) cancel Your Policy;
- (c) take legal action against You.

#### 8. Headings

Headings have been included for ease of reference but do not form part of this Policy.

#### 9. Inspection

We have the right to inspect any item of Equipment at any reasonable time. Neither the right to make inspections nor the making of them is an undertaking to You or others that such Equipment is safe and not hazardous or injurious to health.



## 10. Limit of liability

With respect to any Coverage provided by this Policy, Our liability for any One Breakdown shall not exceed the Limit of Liability applicable to that Coverage, as is specified in the Schedule, less applicable Deductible and/or Time Deductible.

The Limit of Liability specified for each Coverage under Section A and Section B shall apply separately, unless otherwise stated in the Schedule. The Limits of Liability specified in Section C shall be a part of and not in addition to the limits specified in Section A and Section B to which they apply.

Any payment for which We are liable with respect to any Coverage shall be considered a loss under that Coverage.

## 11. Mortgagee interest

If a mortgagee is named in this Policy with respect to any insured Situation, any amount we pay for loss to Your property at the Situation shall be paid jointly to You and the mortgagee as their interest may appear.

Where We have the right to cancel this Policy, and a mortgagee is named, We will mail to the mortgagee at the address of the mortgagee shown in this Policy, a copy of the cancellation notice that has been mailed or delivered to You. If You cancel this Policy, We agree to mail the mortgagee details of such request.

## 12. Other insurance and agreements

If there is any other insurance that insures any risk insured by this Policy or any agreement which would otherwise repair, replace or reinstate the damaged property or otherwise provide compensation to You, You are required to notify Us and give details of such insurance and agreement.

## 13. Precautions

You shall take responsible measures to maintain the Equipment in sound working condition and to prevent a Breakdown from occurring and to comply with any Act of Parliament or Regulation or any law, by-law, ordinance, regulation of any Municipal or Statutory Authority, rule or ruling in relation to the operation, maintenance, repair or inspection of the Equipment and:

- (a) where certificate of inspection is required by any statute or regulation, such Equipment shall be so certified; and
- (b) where Pressure Plant is not inspected by a Statutory Authority, the plant must be inspected and conform with Australian Standards AS3788 and all other relevant Australian Standards, regulations and codes; and
- (c) the load on the safety valve or safety valves upon any item of Equipment shall not be in excess of that permitted by the certificate issued for the item; and
- (d) no safety valve or other limiting device shall be removed or rendered inoperative.

## 14. Reinstatement of sums insured

In the event of a loss which is payable under this Policy, the amount of insurance used in making good the loss will be automatically reinstated from the date of the loss. Provided that Our liability for any One Breakdown shall not exceed the Limit of Liability.

## 15. Salvage

After We have settled the claim, any salvaged Insured Property or parts becomes Ours.

## 16. Subrogation

Upon assuming liability or making any payment under this Policy, We shall be subrogated to Your rights to take action or institute legal proceedings, in Your name, for the recovery of payments made and expenses incurred in relation to any claim insured by this Policy, against any person, company or entity legally liable to You in respect of that claim. You must provide Us with full information and all reasonable assistance in the recovery of those payments or expenses.

You must not enter into any agreement or make any admissions that have the effect of limiting or excluding Your rights and Our rights to recover payments and expenses, or Your liability, without first obtaining Our approval in writing to do so.

## 17. Transfer of interest

Your interest in this Policy can only be transferred or assigned with Our written agreement, except for when bankruptcy, insolvency or death occurs. In such cases, We will cover Your legal representative as if it was You, if written notice is given to Us within sixty (60) days after the date of the bankruptcy, insolvency or death.

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## Contacts

### New South Wales

18 Jamison Street  
Sydney NSW 2000

GPO Box 3999  
Sydney NSW 2001

T. 02 8121 3100  
F. 02 8121 0299

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