

# Endorsement

## Endorsement Edition 1 - Change of Insurer

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

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

### Changes to your Policy

Your Policy is amended by the following:

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

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

**Change 2:** Change to details of CGU Insurance Limited

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

## Endorsement Edition 2

This endorsement is dated 30 June 2019 and will apply to all policies taken out, or with a renewal effective date, on or after this date.

This information in this endorsement should be read with the last Policy you received for the policy specified in your policy schedule and any other applicable endorsement.

### Changes to your Policy

Your Policy is amended by the following:

**Change 1:** External complaints are now administered by the Australian Financial Complaints Authority (AFCA).

### How to resolve a complaint or dispute

All references to Financial Ombudsman Service Australia Limited (FOS) and its contact phone number, is deleted and replaced with:

Australian Financial Complaints Authority (AFCA). The AFCA is contactable on 1800 931 678 (free call).

# MOBILE MACHINERY PLANT AND EQUIPMENT INSURANCE POLICY





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# Important Information

## CGU Mobile Machinery, Plant and Equipment Insurance

### Introduction

CGU and the Insured are identified and referred to in the Policy and the Schedule. The Insured having paid, or agreed to pay, to CGU the premium shown in the Schedule for the Period of Insurance or a premium as advised by CGU as applying

to any subsequent period. CGU will provide insurance against the risks described herein, subject to the terms, conditions, exclusions and endorsements of this Policy.

In issuing this Policy, CGU rely upon the information contained in the application and/or any written statements made by the Insured or anyone acting on their behalf.

The insurance applies only in respect of those insured items against which a limit of liability is shown in the Schedule or which are otherwise indicated in the Schedule as being insured.

### About CGU

CGU Insurance Limited is the underwriter of this insurance policy. Our Australian Business Number is 27 004 478 371. In this Policy CGU Insurance Limited is called "We," "Us," or "Our." Our Australian Financial Services Licence Number is 238291.

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

You may contact Us in the following ways:

- in person at any CGU Insurance office
- by telephone on 13 15 32
- by writing to Us at CGU Insurance, GPO Box 9902 in Your capital city
- by email on Our website [www.cgu.com.au](http://www.cgu.com.au)

### Important information

#### Extract from the Insurance Contracts Act 1984

Under the terms of the *Insurance Contracts Act 1984(Cth)*, We must advise the Insured (hereinafter referred to as You) about the following:

#### Your duty of disclosure

Before You enter into an insurance contract, You have a duty to tell Us anything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms.

You have this duty until We agree to insure You.

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

You do not need to tell Us anything that:

- reduces the risk We insure You for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

#### If you do not tell us something

If You do not tell Us anything You are required to, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

## General Insurance Code of Practice

CGU Insurance Limited proudly supports the General Insurance Code of Practice ('the Code').

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

#### The objectives of the Code are:

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

Brochures on the Code are available from Your nearest CGU office.

#### Our commitment to you

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

Please contact Us if You would like more information about the Code.

## How to resolve a complaint or dispute

### 1. Talk to Us first

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

If the staff member or claims officer are unable to resolve the matter for You, You or Your insurance adviser may speak to a manager. The manager will usually provide You with a response to Your complaint within 15 days. If this timeframe is impractical for any reason such as the need for more information or further investigation, they will discuss with You alternative timeframes.

If You are not satisfied with Our response or We cannot agree with You on alternative timeframes, You can go to Step 2 'Seek a review' set out below.

## 2. Seek a review

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

If You are still not satisfied with Our response to Your dispute or We cannot agree on alternative timeframes, You can go to Step 3 'Seek an external review' set out below.

## 3. Seek an external review

You are entitled to seek an external review of Our decision. We will provide You with information about options available to You, including, if appropriate, referring You to the external dispute resolution scheme administered by the Financial Ombudsman Service Limited (FOS). You will not be able to have Your dispute resolved by the FOS if Your dispute does not fall within the scope of the FOS's Terms of Reference.

Further information about Our complaint and dispute resolution procedures is available by contacting Us.

# How CGU Protects Your Privacy

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

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

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

For more details on how We collect, store, use and disclose Your information, please read Our Privacy Policy located at [www.cgu.com.au/privacy](http://www.cgu.com.au/privacy). Alternatively, contact Us at [privacy@cgu.com.au](mailto:privacy@cgu.com.au) or 13 15 32 and We will send You a copy.

We recommend that You obtain a copy of this Privacy Policy and read it carefully.

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

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

# Interest On Unallocated Premium

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

# Mobile Machinery, Plant And Equipment Insurance

## The agreement

The Policy wording, Schedule (which expression includes any Schedule substituted for the original Schedule) and endorsements (if any) are to be read together.

Provided You have paid or agreed to pay the premium to Us, then, subject to the terms, conditions, exclusions and limitations contained in or endorsed on or otherwise expressed in this Policy or the Schedule, We will indemnify You for Damage, Fire or Theft to insured Machines whilst at the Situation during the Period of Insurance stated in the Schedule and any future period for which We may accept payment of premium.

You are insured only in respect of those items against which a sum insured is shown in the Schedule or which are otherwise indicated in the Schedule as being operative.

### Provided that:

1. the sum insured under any item is as shown in the Schedule unless otherwise expressed in the Policy
2. where the insurance is varied or extended by any additional benefit, optional cover, special clause or endorsement, the insurance provided by such additional benefit, optional cover, special clause or endorsement is subject to the terms, conditions, exclusions and limitations of the Policy in so far as they apply.

The Policy, Schedule and endorsements together, form the agreement.



# General

In this policy the singular includes the plural, unless the context otherwise requires.

## Definitions

The following general definitions apply to this policy:

**Breakdown** means physical loss, damage or destruction caused by mechanical, hydraulic, electrical or electronic failure or malfunction from defects within the Machine which requires repair or replacement to enable normal working to continue.

**Damage** means physical loss, damage or destruction caused by an accident to the Machine but **does not** include:

1. a) Fire
  - b) Theft
  - c) Breakdown.
2. depreciation, wear and tear, rust or corrosion, structural failure or metal fatigue.

**Electronic Data** means facts, concepts and information converted to a form usable for communications, display, distribution, interpretation, or processing by electronic or electromechanical data processing or electronically controlled equipment.

**Excess** means an amount of money We will not pay in respect of a claim.

**Fire** means physical loss, damage or destruction caused by fire, lightning or thunderbolt.

**Machine** means Mobile Machinery, Plant and Equipment.

**Mobile Machinery** means:

- a) any self-propelled vehicle which travels on wheels or self-laid tracks
- b) any trailer, vehicle or machine component towed by the self-propelled vehicle as part of its normal operation
- c) attachments as specified in the Schedule
- d) accessories built into the vehicle or trailer; and
- e) standard tools used in the repair or servicing of the vehicle or trailer and spare parts whilst attached to or within such vehicle or trailer belonging to You or for which You are legally responsible or have assumed a responsibility to insure.

**Period of Insurance** means the time period during which cover is provided as set out as the period of insurance in the Schedule.

**Plant and Equipment** means the machinery, plant and equipment belonging to You or for which You are legally responsible or have assumed a responsibility to insure but does not include Mobile Machinery.

**Policy** means this document, the Schedule and any attachment or memoranda We affix and any future documents issued to You by Us which amends this document or the Schedule. Together these documents form the insurance contract.

**Schedule** means the Schedule to this Policy.

**Situation** means the Situation(s) shown in the Schedule.

**Software** means programs, procedures and routines associated with the operation of electronic or electromechanical data processing or electronically controlled equipment, including any operating system.

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

**Theft** means the dishonest appropriation of such Machine belonging to You with the intention of permanently depriving You of it.

**We, Us, Our, Company** means the insurance company named in the Schedule.

**You, Your, Insured** means the insured named in the Schedule.

## Cover

We will indemnify You in the event of Damage, Fire or Theft to any insured Machine, specified in the Schedule, at the Situation, during the Period of Insurance.

## Additional benefits

### 1. Automatic reinstatement of sum insured

Following a claim payable under this Policy, We will reinstate the sum insured from the date of loss, provided You pay or agree to pay any additional premium that may be required by Us. Provided further that such reinstatement will be automatic only once for each Machine during any one Period of Insurance.

### 2. Recovery costs following theft

Following a claim payable under this Policy for Theft, We will also pay the reasonable cost expended by You in the recovery or return of the Machine, **provided that** Our liability for such cost will be limited to a maximum of \$10,000 in respect of any one event.

### 3. General average and salvage charges

Where the insured Machine has been transported by sea within Australian waters, We will pay Your contribution for general average and salvage charges where such maritime conditions apply. Such payment will not exceed the market value of the insured Machine at the time of such contribution, or the sum insured shown in the Schedule, whichever is the lesser.

### 4. Automatic addition

We will provide cover on machines purchased by You or for which You become legally responsible or assume a responsibility to insure during the Period of Insurance if:

- a) the machines are similar to those specified in the Schedule
- b) the machines do not have any faults or defects

- c) You provide Us with details of the type and value of the additional machines insured within 30 days of their purchase or the time You became legally responsible or assumed a responsibility to insure
- d) You pay the additional premium that may be required.

The maximum We will pay, in respect of Damage, Fire or Theft to any such machine, is the market value or \$150,000, whichever is less, subject to payment by You of the Excess specified in the Schedule, which is applicable to machines of a similar kind.

The following **Additional Benefits** apply over and above the sum insured shown on the Schedule for the item which is the subject of the claim.

**Following a claim payable under the Policy, We will also pay:**

## 5. Expediting expenses

The reasonable additional cost expended by You for express carriage or airfreight within Australia and, overtime, penalty rates for abnormal working hours or conditions and incurred in the repair or replacement of the insured Machine provided that such costs do not exceed 50 per cent of the normal cost or \$20,000 whichever is the lesser.

## 6. Temporary repairs and loss minimisation costs

The reasonable cost of any temporary or provisional repairs or measures necessarily incurred to facilitate the final repairs or minimise the amount of the claim, subject to the provision of Our consent for such costs being incurred.

## 7. Temporary hiring charges

In respect of each event resulting in a claim that has been admitted under this Policy, the cost of hiring a temporary replacement Machine including the cost of transport. Our liability for such costs will be limited to a maximum of 10 per cent of the sum insured shown in the Schedule against the insured Machine or \$10,000 whichever is greater in respect of any one event.

## 8. Signwriting, artwork and ornamentation

The reasonable cost of reinstatement of any artwork, signwriting or ornamentation on the Machine provided that Our liability for such costs will be limited to a maximum of \$2,500 in respect of any one event.

## 9. Overseas airfreight

The reasonable costs incurred to airfreight replacement parts for insured items from anywhere in the world, **provided that** such parts are required as part of repairs for which a claim has been admitted. Our liability for such costs will be limited to a maximum of \$5,000 in respect of any one event.

## 10. Accessories and standard tools

The reasonable cost of repairing or replacing accessories and standard tools which are not specified in the Schedule, while they are in or on the Machine, up to a maximum of \$2,500 in respect of any one event.

## Optional cover

You can broaden the scope of Your cover by adding one of the following options. You will need to apply for this cover and if we agree to provide, pay an additional premium. Any options that We agree to add to Your Policy will be stated in Your Schedule.

### 1. Hired in machines

We will cover You for Machines hired in by You if:

- a) the Machines are similar to those specified in the Schedule; and
- b) the Machines do not have any faults or defects.

The maximum We will pay, in respect of Damage, Fire or Theft to any such Machine, is the amount specified in Your Schedule as the limit of liability in respect of any one Machine.

### 2. Lease payout

We will pay up to 150 per cent of the market value of Your Machine toward the discharge of Your obligation under a lease agreement, if:

- a) Your Machine is declared a total loss; and
- b) the lease payout exceeds the market value.

The amount payable under this Option will be reduced by any:

- a) payments and interest in arrears at the time of loss, destruction or damage; and also
- b) discounts in respect of finance discharge, including interest for the unexpired term of the agreement.

Our liability is limited to the sum insured shown in Your Schedule against such Machine.

### 3. Hiring costs following fire, theft or damage

We will only pay up to the lesser of:

- a) up to the sum insured indicated in Your Schedule against this option; and
- b) for a maximum period of three months,

for the reasonable cost incurred by You for hiring a similar replacement machine following Fire, Theft, or Damage sustained by Your Machine.

We will not cover:

- a) any period of hire continuing after Your Machine has been recovered and repaired following Theft, or after We settle Your claim as a total loss; or
- b) loss or damage to the hire machine, or any costs to run the hire machine, including the cost of fuel; or
- c) any insurance excess or other costs, including rental bonds which You may be liable for under the hire, or
- d) any other additional hire costs; or
- e) the first seven (7) days of hiring costs that would otherwise be payable.

## Settlement of claims

1. We will at Our option:
  - a) repair, reinstate or replace the Machine; or
  - b) make a cash payment to You, the owner or other party who has an interest in the Machine to the extent of that interest. Such payment by Us will be a full and final discharge of that interest.
2. We will pay the reasonable cost of protection and removal to the nearest repairer approved by Us or place of safety or to any other place approved by Us.
3. We will pay the cost of transport, labour and the onsite cost of parts.

**Provided that** such repair, reinstatement, replacement or payment will not exceed the market value of the Machine at the time of such physical loss, damage or destruction, or the sum insured, whichever is the lesser. We will not be liable for the cost of any alterations, improvements or overhauls carried out on the occasion of the repair.

## Limitation

Our total liability during any one Period of Insurance or for any claim arising out of one event or series of events arising directly or indirectly from one source or original cause will not exceed the sum insured on the Machine specified in the Schedule plus any amount provided for under additional benefits 5 to 10 inclusive.

## Special clause

When a Machine is being operated by or in the charge of a person with less than 12 months experience on that particular Machine or similar Machine, the Excess shown in the Schedule for that Machine will be increased by 100 per cent.

# General Conditions

## Precedent to liability:

### 1. Your duty

The extent of Our liability is conditional upon:

- a) payment of the premium. We will not pay any claim until You have paid the premium.
- b) notification as soon as possible by You to Us of any change materially varying any of the facts or circumstances existing at the commencement of this Policy
- c) You taking all reasonable precautions to prevent destruction, loss or damage to insured property and complying and ensuring that Your employees, servants and agents comply with all statutory obligations and bylaws or regulations imposed by any public authority for the safety of insured property
- d) the observance of the terms of the Policy by You and by any other person entitled to indemnity under this Policy.

### 2. Transfer of interest

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

### 3. Our rights

Subject to the provisions of the *Insurance Contracts Act 1984*, We have the right to recover or obtain contribution from any person against whom You may be able to claim and We shall have full discretion in the conduct, defence or settlement of any claim and to take action in Your name.

You and any other person entitled to indemnity under this Policy must not hinder these rights and must give Us or Our representatives all such information and cooperation as We may require.

### 4. Cancellation

- a) Under Section 60 of the *Insurance Contracts Act 1984*, We may cancel this Policy at any time, by giving notice in writing to You of the date from which cancellation is to take effect, where You have done any of the following:
  1. failed to comply with Your duty of utmost good faith
  2. failed to comply with Your duty of disclosure at the time when this Policy was entered into or renewed
  3. made a misrepresentation to Us during the negotiations for this Policy, but before We agreed to issue this Policy
  4. failed to comply with a provision of the Policy
  5. failed to pay the premium for this Policy
  6. made a fraudulent claim under this Policy, or any other contract of insurance (whether with Us or another insurer) that provided cover during any part of the Period of Insurance of this Policy
  7. failed to comply with a requirement in this Policy that You notify Us of an act or omission which occurred after this Policy was entered into

8. failed to notify Us of any specific act or omission or such a notification as is required under the terms of this Policy.
- b) Under Section 60 of the *Insurance Contracts Act 1984*, We may cancel this Policy at any time where:
  1. it is in force by virtue of Section 58 of the *Insurance Contracts Act 1984*, or
  2. it is an interim contract of general insurance.
- c) You may cancel this Policy at any time by notifying Us in writing.
- d) After cancellation, We will retain or be entitled to the premium for the period during which this Policy has been in force.

## General Exclusions

We will not be liable for:

1. a) any consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- b) confiscation, nationalisation, requisition or destruction of, or damage to, property by or under the orders of any government, public or local authority
- c) loss, destruction, damage or liability directly or indirectly caused by, or contributed to by, or arising out of, or aggravated by Terrorism
- d) any loss or destruction or damage to property, personal injury, consequential loss, liability of whatsoever nature, directly or indirectly caused by, contributed to by, or arising from, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste
- e) loss, destruction or damage directly or indirectly caused by, or contributed to by, or arising from, nuclear weapons or nuclear material
2. destruction, loss or damage intentionally caused by:
  - a) You, or
  - b) any person(s) acting with Your express or implied consent,
 

except as a result of the driver or operator taking evasive action in the ordinary course of driving or operation.
3. loss or damage which is covered under a policy or policies to which the Marine Insurance Act 1909 applies, except in respect of any excess amount beyond the amount which would have been payable under such policy or policies
4. destruction, loss or damage for which You are relieved of responsibility by conditions of contract
5. penalties for delay or non-completion or for guarantees relating to performance or efficiency
6. any claims caused, sustained or incurred while the Machine is being:
  - a) driven by any person who was not licensed to drive or operate such a vehicle under the relevant laws, bylaws and regulations unless You can prove to Us that You did not consent to the person so driving or operating the Machine; or
  - b) used to convey, tow or lift a load in excess of that for which the Machine was:
    1. designed; or
    2. constructed, rigged or assembled, for the particular operation, under regulations laid down by a responsible authority; or
  - c) used in an unsafe or unroadworthy condition, unless You can prove to Us that the event giving rise to the claim was not caused or contributed to by such unsafe or unroadworthy condition; or
  - d) driven or operated by or is in the charge of any person whose faculties are impaired by any drug or intoxicating liquor or by any person with a blood or breath alcohol percentage in excess of the amount permitted by law in the state in which the Machine was driven or

being operated at the time the Damage was sustained **provided that** this exclusion shall not apply if You can prove to Us that consent was not given for the Machine to be driven by or to be in the charge of a person so affected.

7. destruction of or loss or damage to:
  - a) tyres caused by application of brakes or by road punctures, cuts, bursts or chemicals not arising from an accident; or
  - b) self-laid tracks, bits, drills, borer rods and pipes, knives, discs or other cutting edges, blades, dies, moulds, patterns, hammers, pulverising and crushing surfaces, wear plates, screens and sieves, augers, belts, chains, elevator and conveyor bands, tyres, electrical connecting wires and cables, flexible pipes, jointing and any packing material which is regularly replaced arising from the normal operations of the Machine.
8. destruction, loss or damage due to faults or defects which You or Your employees knew about when You arranged, renewed, extended, varied or reinstated this insurance, but did not disclose to Us.
9. loss of use or consequential loss of any kind, except as provided by additional benefit 6
10. physical destruction, loss or damage caused by:
  - a) lawful seizure, or
  - b) operation of law arising from any breach of contract, agreement or obligation.
11. machines located underground at the time of the destruction, loss or damage, **unless** such cover was agreed with Our consent and is stated in the Schedule
12. destruction, loss or damage to a Machine hired out by You where such destruction, loss or damage results from Theft or conversion by the hirer or by the employees or agents of the hirer
13. destruction, loss or damage arising out of ocean or sea transit, or transit on inland waterways, estuaries and areas between high and low tide, **unless** such cover was agreed with Our written consent
14. destruction, loss or damage caused by or arising out of testing and commissioning, intentional overloading or experiments
15. destruction, loss or damage arising when a Machine is hired out without an operator, **unless** such cover was agreed with Our written consent and is stated in the Schedule
16. destruction, loss or damage due to Breakdown but We will pay for Fire, Theft or Damage as a result of Breakdown
17. destruction, loss or damage due to total or partial immersion in tidal waters.

## Date recognition special exclusion

There is no insurance under this Policy in respect of any claim arising from the failure or inability of any item, equipment or computer software to recognise correctly, to interpret correctly or process correctly any date, or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date.

This special exclusion will not exclude any claim for subsequent loss or destruction or damage to a Machine sustained in a collision or caused by Fire or Theft.

## Electronic data and/or software special exclusion

We do not insure You under this Policy for loss, destruction, or damage of whatsoever nature that consists of or arises directly or indirectly out of or in connection with:

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

However, if Fire, Theft or Damage, being an event covered by Your Policy but for this exclusion, and the Fire, Theft or Damage is caused by any of the matters described in (a), (b) or (c) above, Your Policy subject to all its provisions will cover physical loss, destruction or damage to Machines directly caused by such Fire, Theft or Damage.

## Claims Procedure

1. As soon as possible after the happening of any occurrence, accident or event which may give rise to a claim against Us, then You or Your legal representative must:
  - a) advise details to Us and send written confirmation within 30 days
  - b) take all reasonable steps to minimise the loss or damage and to prevent any further loss or damage. We will not be liable in respect of any further damage arising out of the continued use of damaged property until such property is repaired to Our satisfaction
  - c) use best endeavours to preserve any damaged or defective appliances, components, plant or things which might prove necessary or useful by way of evidence in connection with any claim and so far as possible, with due regard for safety, no alteration or repair shall be made without Our consent
  - d) in the case of a Machine being lost, stolen or vandalised:
    1. advise the nearest police station and obtain a written police report if requested by Us
    2. take all practical steps to recover the property.
  - e) forward to Us every communication, writ or summons within 72 hours of receipt by You or service upon You
  - f) retain all damaged property for inspection by Us.
2. where a claim arises You must not authorise repairs to, or arrange replacement of, any of the property relevant to the claim without Our consent

3. subject to the provisions of the *Insurance Contracts Act 1984*, You or any person making a claim under this Policy must not make any admission of liability or payment or promise, or offer of payment in connection with any such claim, without Our written consent
4. at Your own expense, You will furnish Us with such books of account and other business books, computer records, vouchers, invoices, balance sheets and other documents, proofs, information, explanations and other evidence and a statutory declaration as We may require for the purposes of investigating or verifying a claim under this Policy and You and Your accountants must cooperate fully in this regard
5. you must furnish Us with a statement giving details of the other insurances which may also provide cover on any property insured by this Policy.
6. any dispute between You and Us under this Policy shall be determined by the courts, and in accordance with the laws, of the State or Territory of Australia in which We issued this Policy.

## How you can resolve a dispute with us

Our dispute resolution system is free and works like this:

1. please advise the staff at Your local CGU Insurance office if You are dissatisfied with:
  - Our decision on Your claim
  - Our handling of Your claim
  - the services of Our loss adjuster or investigator.
2. the staff member will try to resolve the problem
3. if unable to resolve it, the staff member will refer it to the supervisor or manager for attention. A decision concerning Your complaint will be made within 15 business days of receipt
4. if this fails to resolve Your problem, You may request that the matter be referred to Our internal dispute resolution staff. They will investigate the dispute and try to reach a satisfactory outcome with You, normally within 15 business days of the date You requested a referral
5. if You do not accept Our decision, You may take the problem to the **Financial Ombudsman Service (FOS)**, for an independent investigation. The FOS can assist with private consumer and some small business type claims.

The telephone number for the Financial Ombudsman Service is **1300 780 808**.

**More detailed information about this process is available by contacting Us.**

# Notes

# Notes





## CONTACT DETAILS

**Enquiries** 13 24 81

**Claims** 13 24 80

### Mailing address

GPO Box 9902 in your capital city

#### **Sydney**

388 George Street  
Sydney NSW 2000

#### **Melbourne**

181 William Street  
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#### **Brisbane**

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South Bank QLD 4101

#### **Perth**

46 Colin Street  
West Perth WA 6005

#### **Adelaide**

80 Flinders Street  
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